

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Nebraska State Treasurer's Office
 State Capitol Building, Suite 2005
 Lincoln, Nebraska 68509

OR
 P.O. Box 94788
 Lincoln, Nebraska 68509-4788
 Phone: 402-471-2793
 Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP#NST021314	February 13, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 4, 2014 2:00 p.m. Central Time	Jason Walters

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska State Treasurer's Office, is issuing this Request for Proposal, RFP#NST021314 for the purpose of selecting a qualified contractor to provide ACH Origination Services.

Written questions are due no later than February 21, 2014, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and nine (9) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: www.treasurer.org/tm or <http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Account Analysis Statement: A paper or electronic report that a bank provides to commercial customers specifying services provided, balances maintained, volumes processed, and charges assessed. It is essentially an invoice for services provided, along with detailed information on balances and credit earned for those balances.

ACH Operator: The central clearing facility operated by a private organization or the Federal Reserve Bank that acts on behalf of the depository financial institutions to transmit or receive the ACH entries. The ACH Operator calculates settlement totals owed to and by the participating depository financial institutions based on the effective entry date contained within the batches of transactions.

ACH Return: Any ACH entry that has been returned to the ODFI by the RDFI or by the ACH Operator because it cannot be processed. The reason for each return is included with the return in the form of a "return reason code."

Acquirer (Financial Institution): A financial institution that enters into agreements with merchants to accept branded cards as payment for goods and services. They are also called acquirers or acquiring banks or merchant banks.

Addenda Record: An ACH record that carries the supplemental data needed to completely identify an account holder(s) or provide information concerning a payment to the RDFI and the Receiver.

Addendum: Something added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agency Related Person (ARP): Any individual whose information is stored in CHARTS and is assigned a 13-digit alpha/numeric identifier.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

ARO: After Receipt of Order.

Automated Clearing House (ACH): The ACH system was developed by the financial industry in the early 1970s as an electronic alternative to checks. The ACH system is a batch processing system designed for high volume, low-value transactions. In an ACH transaction, payment information is processed and settled electronically, thereby increasing reliability, efficiency, and cost effectiveness.

Automated Notification of Change or Refused Automated Notification of Change (COR): The entry is to identify an automated notification of change or a refused automated notification of change. A COR entry must be accompanied by an Addenda Record to specify changed information.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bank: Any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank.

Banking Day: Any day on which a participating depository bank is open to the public during any part of the day for carrying on substantially all its banking functions.

Batch: A group of records or documents considered as a single unit for the purpose of data processing.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Cash Concentration or Disbursement (CCD): An electronic payment format used for concentration and disbursement of funds within or between companies. A single 94-character record contains the standard entry class indicating the type of transaction, transit routing numbers for the originating and receiving banks, and the originator and receiver account numbers.

Cash Concentration or Disbursement plus Addendum (CCD+): One of the formats used for the U.S. Treasury Vendor Express program and for B2B payments. It is useful when only a limited amount of information must be transmitted. This format is identical to CCD but with an addenda record. The addenda record is 94 characters long and includes a free-form space for up to 80 characters of descriptive data.

CHARTS (Children Have A Right To Support): The Nebraska Child Support Enforcement computer system.

Collateral: The assets being used as security for State funds on deposit or a letter of credit. Collateral must meet State statutory requirements.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Comma Separated Values (CSV): A simple text value representation for a spreadsheet, with columns delimited using commas and rows delimited using new lines.

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Compensating Balances: Balances that are maintained in the company's deposit accounts at the bank and generally do not earn interest, but are used to offset depository service charges.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: See Contract Management.

Contract Management: The management of contracts made with vendors, including negotiating and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. It can be summarized as the process of systematically and efficiently managing contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Conversion Plan: A work plan provided by the contractor that includes a detailed description of planned activities and deliverables to ensure a successful and timely conversion from the current system to a system under a new contract.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses, or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt, and distribute the work.

Corporate Trade Exchange (CTX): A format is designed for B2B trade payments. It consists of a standard ACH payment transaction and a variable-length message addendum designed to convey remittance information in the Accredited Standards Committee (ASC) X12 data standard. The addenda can accommodate 9,999 records of 80 characters each.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Custodial Parent (CP): The parent who has primary care, custody, or control of the child.

Data Transmission: The electronic exchange of information between two data processing points.

Default: The omission or failure to perform a contractual duty.

Demand Deposit Accounts (DDA): Commonly referred to as a checking account, a DDA is a method by which an account holder uses a commercial bank to transfer funds to and receive deposits from a third party.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Direct Deposit: An ACH service that provides for the electronic transfer of funds directly into the account of the payee. Typical examples of direct deposit processed by the State include direct deposit of payroll, employee expense reimbursements, State vendor payments, IRS tax payments, and government benefits payments (child support and other NE Health and Human Services aid to individuals or families).

Earnings Credit: The total dollar value of credit that can be used to offset the service charges incurred during an analysis period.

Earnings Credit Rate: The rate used by a bank to determine the total dollar value of credit to offset a customer's service charge.

Effective Entry Date: The date the originating company expects payment to take place. The ACH Operator reads the Effective Entry Date to determine the Settlement Date.

Encoding Errors: A check encoded for an amount that does not match the written amount of the check. Either too little or too much money is credited to the bank account when an encoding error is

made. In addition, either too little or too much can be credited to the Non-Custodial Parent and recovery may be required or additional monies may need to be disbursed.

Encryption: A computer generated algorithm that allows secure communication between parties. The process of encoding electronic transaction information to allow secure transmission of data over the Internet.

Entry: An electronic item representing the transfer of funds in the ACH network.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Field: One or more consecutive character positions within an ACH entry mapped to contain specific information.

File: A group of ACH batches initiated into the ACH network or sorted for delivery to ACH receiving point(s). A file must be transmitted electronically via data transmission between the sending point and the receiving point. A file may be delivered to an end-point via direct transmission, magnetic stripe, or floppy diskette. A file may contain one or more batches of entries.

File Transfer Protocol (FTP): A standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

Fiscal Year: A State of Nebraska fiscal year runs from July 1 of one calendar year to June 30 of the next calendar year.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Funds Availability: The time at which the funds resulting from an electronic funds transfer are made available to the customer.

Implementation Plan: A comprehensive plan describing the timeline and steps necessary to implement and rollout the project for participating agencies.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation), or contract are completed.

Interactive Voice Response Unit (IVR): Allows customers to interact with a company's host system via a telephone keypad or by speech recognition.

International ACH Transaction (IAT): An entry that is part of a payment transaction involving a bank's office that is not located in the territorial jurisdiction of the United States.

Internet: An unrestricted, worldwide network that allows access to anyone with the appropriate hardware and software. In essence, the Internet is a collection of many computer networks linked together to form a global communications pathway.

Internet Initiated Entry (Web): One of the ACH entry formats, the Web format is used for payments that can be one-time or recurring debit entries initiated by an Originator pursuant to an authorization obtained from the Receiver via a secure Internet session.

Issuer: A bank or other authorized entity that issues branded cards to cardholders, and with which each cardholder has an agreement to pay transactions initiated through the use of the card.

Julian Date: A numeric day of the year. For example, January 12 has a Julian date of 012.

Key-entered transaction: A transaction that is manually keyed into a point-of-sale device.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Ledger Balances: Bank balances that reflect all entries to a bank account, regardless of whether the deposited items have been collected and are available for withdrawal.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Licensee: An individual, business or organization who is authorized by the Nebraska Department of Revenue to conduct business and to collect taxes for Charitable Gaming programs.

Liquidated Damages: Damages for the injured party to collect as compensation upon a specific breach or failure to perform certain requirements as stated in the contract.

Location Code: A three-digit code assigned by the State that is used on deposit slips to identify the State agency making a deposit at the bank. The location code must be on the online/internet reporting application and in the CSV exports required by selected Contractor.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Misapplied Payments: When an incoming payment is identified as coming from an incorrect Non-Custodial Parent or the credit is recorded incorrectly and the disbursement is sent out to the incorrect Custodial Parent. Upon being identified, the proper credit is given to the correct Non-Custodial Parent. This creates a new correct payment to the correct Custodial Parent. Collection is required on the incorrect payment that and this is referred to as a "misapplied payment."

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Automated Clearing House Association (NACHA): The national trade association for electronic payments, which establishes rules, industry standards, and procedures governing the exchange of commercial ACH payments by depository banks.

NACHA Formats: The ACH record format specifications described in the NACHA Operating Rules and Guidelines, which are the accepted and warranted payment format standards for payments delivered through the ACH Network.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

Nebraska Child Support Payment Center (NCSPC): Also referred to as the SDU (State Disbursement Unit); single entity in each state where support payments are received, receipted, distributed, and disbursed. The SDU may be an agency of State government or a vendor under contract with the State's IV-D agency.

Nebraska.gov: Serves as the State of Nebraska's official Web portal and network. Oversight for operations of the portal is statutorily assigned to the Nebraska State Records Board (NSRB). The NSRB contracts with Nebraska.gov for the management of the portal.

Nebraska State Records Board (NSRB): A 12-member board consisting of Constitutional Officers, the Director of Administrative Services and six members of the public.

Non-Custodial Parent (NCP): The parent who does not have primary care, custody, or control of the child.

Notification of Change (NOC): Information sent by an RDFI to notify the ODFI that previously valid information for a receiver has become outdated or that information contained in a pre-notification is erroneous. The standard entry class code is COR. A Notification of Change is a non-dollar entry sent to the ODFI by the RDFI that contains information for the correction of erroneous information contained within an ACH entry.

Office of Foreign Assets Control (OFAC): The agency of the United States Government concerned with monitoring and controlling the assets and financial transactions of entities deemed to be, or acting on behalf of, enemies of the United States. Certain OFAC regulations affect both ACH and wire transfer transactions.

On-Us Entry: Entry within an ACH file destined for an account held at the ODFI.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Originating Depository Financial Institution (ODFI): A participating financial institution that initiates ACH entries at the request of and by agreement with its customers (Originators). ODFIs must abide by the provisions of the NACHA Operating Rules and Guidelines.

Originator: Any individual, corporation, or other entity that initiates entries into the ACH network.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payee: The Parent or organization in whose name support is paid; an individual authorized to receive a payment from the State.

Payor: Any party making a payment to the State either by check, money order, cashier's check, online bill pay, ACH credit, or PPD debit.

Payroll & Financial Center (PFC): Electronic procurement system of record.

Per Item Charge: Fees paid to the processor on a per transaction basis.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point-of-Purchase: A term that refers to the location where payments for goods or services takes place where the purchaser and seller are both present.

Point of Sale (POS): The physical or Web location where a sales transaction occurs and payment is authorized.

Posting: The process of recording debits and credits to individual account balances.

Prearranged Payment or Deposit (PPD): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or financial institution to credit or debit an account for normally recurring payments in fixed amounts.

Prearranged Payment or Deposit (PPD+): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or financial institution to credit or debit an account for normally recurring payments in fixed amounts. This format is identical to PPD but with one addenda record.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Pre-notification (Prenote): A non-dollar test entry that may be sent through the ACH Network by an Originator to alert an RDFI that a live-dollar transaction will be forthcoming and that verification of the Receiver's account number is required.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A written objection to a proposed award by a vendor to the same written solicitation.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Re-presented Check Entries (RCK): The standard entry class code used for the recreation of represented check entries. A Single entry debit initiated for the purpose of collecting a paper check after it has been returned for insufficient or uncollected funds on a consumer account.

Receiver: An individual, corporation, or other entity that has authorized an Originator to initiate a credit or debit entry to an account held at an RDFI.

Receiving Depository Financial Institution (RDFI): Any financial institution qualified to receive ACH entries that agrees to abide by the NACHA Operating Rules and Guidelines; the financial institution where the receiver of an ACH transaction holds a deposit account.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Return Items: Any ACH transaction that cannot be processed and is being returned to the Originator by the RDFI to the ODFI for correction or reinitiating.

Reversal: Any ACH entries or files sent within required deadlines to “correct” or reverse previously originated erroneous entries or files.

Routing Number: A nine-digit number (eight digits plus check digit) that identifies a specific financial institution. Also referred to as the ABA number.

Secure Sockets Layer (SSL): Are cryptographic protocols which are designed to provide communication security over the internet.

Settlement: A transfer of funds between two parties in cash, or on the books of a mutual depository institution, to complete one or more prior transactions, made subject to final accounting.

Settlement Date: The date on which an exchange of funds with respect to an entry is reflected on the books of the Federal Reserve Bank.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

Split tender: The use of two forms of payment, or legal tender, for a single purchase.

Standard Entry Class Code (SEC): Three-character code within an ACH Company/Batch Header record that identifies payment types within an ACH batch.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning, as an entity.

Taxpayer ID Number: Individual social security number, corporate, Federal, or State tax ID number.

Terminal: The POS equipment used to capture, transmit, and store payment card transactions.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Trap file: Provided by the ODFI to the State agencies using this service daily as a standard NACHA formatted ACH file. These files contain all of the ACH credit transactions for all of the bank accounts designated for the Nebraska Department of Revenue.

Universal Payment Identification Code (UPIC): A permanent and secure bank account identifier issued by financial institutions to allow organizations to receive electronic payments without divulging sensitive bank information. UPICs mask the confidential bank routing number and account information, reducing the risk of fraud while facilitating secure electronic payments. UPICs are restricted to credit payments, preventing unauthorized debits, checks or demand drafts, and wires. The Electronic Payment Network (EPN) developed the UPIC.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Warrant: A legal instrument by which State government satisfies its financial obligations. Unlike a check, the warrant is a claim against the State Treasury and is subject to payment at the Treasurer's discretion.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Zero Balance Accounts (ZBAs): A collection account on which the balance is maintained at zero or a small balance. A transfer of funds is made to a master account each banking day netting out the credits and debits at the close of business.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer’s Office is issuing this Request for Proposal, RFP# NST021314 for the purpose of selecting a qualified contractor to provide ACH Origination Services.

A contract resulting from this Request for Proposal will be issued for a period of five (5) years from date of award with the option to renew for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: www.treasurer.org/tm and <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
0.	Release Request for Proposal	February 13, 2014
1.	Last day to submit 1 st set of written questions	February 21, 2014
2.	State responds to 1 st set of written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: www.treasurer.org/tm and http://das.nebraska.gov/materiel/purchasing/rfp.htm	March 5, 2014
3.	Last day to submit 2 nd set of written questions.	March 14, 2014
4.	State responds to 2 nd set of written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: www.treasurer.org/tm and http://das.nebraska.gov/materiel/purchasing/rfp.htm	March 25, 2014
5.	Proposal opening Location: Nebraska State Treasurer’s Office State Capitol Building 1545 K Street, Suite 2005 Lincoln, NE 68509	April 4, 2014 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	April 4, 2014
7.	Evaluation period	April 7 - April 21, 2014
8.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	TBD
9.	Post “Letter of Intent to Contract” to Internet at: www.treasurer.org/tm and http://das.nebraska.gov/materiel/purchasing/rfp.htm	May 2, 2014
10.	Performance bond submission	May 14, 2014
11.	Contract award	May 28, 2014
12.	Contractor go live service date	TBD

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska State Treasurer's Office. The point of contact for the procurement is as follows:

Name: Jason Walters
Agency: Nebraska State Treasurer's Office
Address: State Capitol Building, Suite 2005
Lincoln, NE 68509

OR

Address: P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390
E-mail: nst.rfpquestions@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing ACH Origination Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations;
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska State Treasurer's Office and clearly marked "RFP#NST021314; ACH Origination Services Questions". It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov. Questions may also be sent by facsimile to 402-471-4390, but must include a cover sheet clearly indicating that the transmission is to the attention of Jason Walters, showing the total number of pages transmitted, and clearly marked "RFP#NST021314; ACH Origination Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format:

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at www.treasurer.org/tm or <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original and nine (9) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2793 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Collateral Requirements and Financial Stability are mandatory requirements and will be scored on a pass/fail basis only. Items 3 through 6 will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Collateral Requirements;

- a. Meet State statute collateral requirements for State deposits;
- b. Provide a monthly statement of collateral;
- c. State designated representative signature before collateral is released.

2. Financial Stability and Financial Requirements;

- a. Bidder has financial stability to do business with the State of Nebraska;
- b. Bidder is a Bank as defined in State Statute 77-2387 (2) having a qualifying office in the State of Nebraska;
- c. Bidder is required to cash Nebraska State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. 77-2301.

3. Executive Summary;

4. Corporate Overview shall include but is not limited to;

- a. The ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- b. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
- c. Whether the bidder can perform the contract within the specified time frame;
- d. The quality of bidder performance on prior contracts;
- e. Such other information that may be secured and that has a bearing on the decision to award the contract;

5. Technical Approach; and

6. Cost Proposal.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National

Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked “yes” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Nebraska State Treasurer’s website at www.treasurer.org/tm or <http://das.nebraska.gov/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory

requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed in ink Request For Proposal For Contractual Services form
2. Collateral Requirements;
3. Financial Stability;
4. Executive Summary;
5. Corporate Overview;
6. Technical Approach; and
7. Cost Proposal.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Bidders must submit at least three references from existing bidder customers of similar size or program dynamics for the business being bid on. Bidders will not include any more than one reference per corporate or governmental entity. These references must be using the same types of required services requested in this proposal. Bidders must not include any Nebraska State employees (including University of Nebraska employees) in the references. Bidders must include a brief description of services provided for these entities and how long they have been a contractor for the referenced entity. Please include the reference name, phone number, FAX number, government/corporate/higher education entity name, title, and address.

It is the bidder's responsibility to verify the references' willingness to participate in the State RFP process, the reference contact instructions and that the correct entity contact reference name is provided in the RFP response. A reference's refusal to participate in the process could cost the bidder points during the evaluation process.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (implementation issues, poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would require the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding

transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the “Request For Proposal For Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
<p>NOTES/COMMENTS:</p>			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed in ink Request for Proposal form and the Contractor’s Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: www.treasurer.org/tm or <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: www.treasurer.org/tm.

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall comply with all applicable local, State and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the contractor elects to increase the mandatory deductible amount, the contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the State in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Nebraska State Treasurer's Office, State Capitol Building; Suite 2005, PO Box 94788; Lincoln, NE 68509 (facsimile 402-471-4390). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to the Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor’s employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractor(s) must be identified by name and contact information, and the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. A copy of the proposed subcontract must be included in the proposal. The ability of the subcontractor to perform the subcontracted services will be part of the State's evaluation of the proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	

NOTES/COMMENTS:			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within	

		RFP Response (Initial)	
NOTES/COMMENTS:			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	

NOTES/COMMENTS:

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The selected contractor will supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be an established dollar amount of \$250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

DD. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
<p>NOTES/COMMENTS:</p>			

The State and the contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the contractor(s) shall agree to a schedule of fees for failure to perform certain requirements in any contract(s) executed pursuant to this RFP.

The following is the required schedule of liquidated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:

Standard	\$2,000.00 per day
High	\$5,000.00 per day
Critical	\$10,000.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor(s) fail to perform or comply with certain requirements in the contract(s), other than failures caused by the State or circumstances beyond the control of the contractor(s) or their agents (natural disasters, etc.).

1. ACCEPTANCE OF ACH FILES

Within three (3) hours of contractor being notified by State that contractor was not available to accept ACH Credit/Debit Origination files (by any method used by State agencies to transmit files not limited to: direct transmission, PC encryption transmission, Internet upload), contractor will either resolve the situation within three (3) hours so the ACH Credit/Debit Origination files can be received from the State or pay liquidated damages.

Category: Critical

2. ABILITY TO ACCESS DAILY BANK REPORTING INFORMATION

Upon being notified by the State that daily bank information reports prior day balance reports, current day balance reports, ACH return and Notice of Change reports, ACH current day and prior day addenda reports, and CSV exports are unavailable,

contractor will either resolve the situation within four (4) hours and make all required reports available to State staff or pay liquidated damages.

Category: Critical

3. TRAP FILES AVAILABILITY

Upon being notified by the State that daily trap files for the Nebraska Department of Revenue or the Nebraska Department of Insurance are not available to State staff for download, contractor will either resolve the situation within four (4) hours having the trap files available to State staff or pay liquidated damages.

Category: High

4. SENDING/RECEIVING OF WIRES

Upon being notified by the State that contractor is unable to send/receive wires on behalf of the State, contractor will either resolve the situation within four (4) hours after being notified or pay liquidated damages.

Category: High

5. RAW DATA RETURN AND NOTICE OF CHANGE FILE/TRANSMISSION AVAILABILITY

Upon being notified by the State that daily raw data return and notice of change file/transmission is unavailable, contractor will either resolve the situation within eight (8) hours by making the file/transmission available to State staff or pay liquidated damages.

Category: Standard

6. ACH RETURNS, ACH REVERSALS, AND ACH DELETES PROCESSING

The contractor will be responsible to process batch, file, and individual item ACH Returns, Reversals, and Deletes the same day the State has notified the bank. Failure to properly handle or handling these types of requests outside the day the request was initiated will require a payment of liquidated damages to the State.

Category: Standard

7. ACH CREDIT/DEBIT ON-US TRANSACTION POSTING

Contractor will post ACH transactions timely and accurately within the NACHA Operating Rules. Contractor will correct errors made to customers account/State clients due to posting errors within eight (8) hours after State notifies contractor of error or pay liquidated damages.

Category: High

8. CUSTOMER SERVICE

Contractor will provide adequate customer service support to the State and State clients/vendors. When contacted by the State staff or State vendors/clients for information customer service will provide a response back to inquiry in a reasonable time frame.

Example of service levels requested:

Request for trace number/or additional information of ACH transaction with an effective date within the last sixty (60) days. Expected response time frame: Contractor will provide within twenty-four (24) hours.

State Vendor/Receiving Bank request for addenda information on an ACH transaction with an effective date within the last sixty (60) days. Expected response time frame: Contractor will provide within eight (8) hours of contact from State Vendor or Receiving Bank.

Request for trace number/or additional information of ACH transaction with an effective date within the more than sixty (60) days old. Expected response time frame: Contractor will provide within forty-eight (48) hours.

Category: Standard

9. RFP REQUIRED REPORTING

Within three (3) business days of contractor being notified by the State, reports not provided by contractor will be made available to the State or contractor will pay liquidated damages.

Category: Standard

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the Nebraska State Treasurer’s Office. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State will require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Please provide a sample of a bank account analysis statement with an explanation of the statement. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

II. AUDIT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a State-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State’s designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor’s proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the

proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
<p>NOTES/COMMENTS:</p>			

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the Nebraska State Treasurer's Office.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a hired employee.

If the contractor is an individual or sole proprietorship, the following applies:

1. The contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the contractor indicates on such attestation form that he or she is a qualified alien, the contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
NOTES/COMMENTS:			

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

Automated Clearing House (ACH) is an electronic network for financial transactions. ACH processes large volumes of credit and debit transactions in batches. ACH credit transfers include direct deposit payroll and vendor payments. ACH direct debit transfers include consumer payments on insurance premiums, mortgage loans, and other kinds of bills. Rules and regulations that govern the ACH network are established by National Automated Clearing House Association (NACHA) and the Federal Reserve.

State of Nebraska (State) agencies, the University of Nebraska and the State college system, as well as any other entities of cities, counties, or municipal government, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. Currently, there are four governmental subdivisions using this contract, the City of Omaha, Omaha Public Schools, City of Lincoln, and City of Norfolk. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County and City contact information can be found at www.nacone.org. The State Treasurer's Office will be the point of contact for all daily banking functions and implementation of the banking services on behalf of State agencies. Each municipality, county, or other governmental subdivision will establish a relationship with the selected contractor and negotiate business and technical requirements according to the specific needs of each within the constraints of the contract. City and county contact information can be found at www.nacone.org.

The State will continue to expand the use of electronic payments for State vendors, payroll, and government benefits payments to consumers and vendors. The State is seeking a state or national bank contractor that will work with State agencies to develop additional electronic solutions to receive payments via ACH, thus enabling the State to continue reducing check processing charges and to allow all agencies to continue to exercise the specific requirements of each agency's process of ACH credits and debits. All payments to vendors in excess of \$25,000 or vendors receiving multiple payments per year are required to be sent electronically. The State will continue to reduce the number of warrants written by encouraging the use of Direct Deposit of government benefit payments (Department of Health and Human Services (DHHS) child care and child support payments have been mandated by the Nebraska State Legislature, Neb. Rev. Stat. 43-3342) and vendor payments. The State allows employees to receive payments by warrant, Direct Deposit to a savings/checking account, or loaded to a stored-value Visa branded debit card. The increased use of ACH payments across State programs will also decrease fees by the banks for clearing and processing State warrants, forgery, and expired warrant claims. The State will continue to work on expanding programs that will increase the dollar amount of receipts being paid and originated by the State electronically by both ACH credit and ACH debit programs.

All figures listed in this RFP represent a historical count of ACH transactions, ACH returns, and return checks processed by the State and governmental entities and political subdivisions under the State's current contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of their proposals.

Following is the number of ACH transactions originated by all State agencies (except the Nebraska Child Support Payment Center (NCSPC)) for Fiscal Years 2010-11, 2011-12, and 2012-13.

Fiscal Year	ACH Transactions
2010-2011	2,174,156
2011-2012	2,323,896
2012-2013	2,574,161

The following is the number of ACH transactions originated by all State agencies (except NCSPC) by month for July to September 2013.

Month	ACH Transactions
July 2013	172,032
August 2013	188,356
September 2013	158,142

The following is the number of ACH transactions received by all State agencies (except NCSPC) for Fiscal Years 2010-11, 2011-12, and 2012-13.

Fiscal Year	ACH Received Items
2010-2011	508,008
2011-2012	586,050
2012-2013	651,192

The following is the number of ACH transactions originated by NCSPC for Fiscal Years 2011-12, and 2012-13, and by month for July to September 2013.

Fiscal Year	ACH Transactions
2011-2012	1,343,972
2012-2013	1,345,530

Month	ACH Transactions
July 2013	121,007
August 2013	110,104
September 2013	112,613

The following is the number of ACH transactions received by NCSPC for Fiscal Years 2011-12, and 2012-13, and by month for July to September 2013.

Fiscal Year	ACH Received Items
2011-2012	171,051
2012-2013	181,373

B. PROJECT ENVIRONMENT

While multiple State agencies will use the services resulting from this RFP, the Nebraska State Treasurer's Office will be the point of contact for all daily banking functions, implementation of the banking services and administering the contract.

ACH ORIGINATION SERVICES

Outlined below is a current list of entities authorized to send or transmit files on the State's behalf. Multiple agencies are also receiving NACHA-formatted files from the State's current ACH processor. Administrative Services processes all ACH vendor and payroll payments on behalf of State agencies excluding those listed below. The Nebraska Department of Revenue's (NDR) accounts will be set up as a subsidiary zero balance account (ZBA) with funds being moved to a main account.

1. SENDING AND RECEIVING ACH FILES
 - Administrative Services – Accounting (credit files only).....Direct Transmission
 - Administrative Services – Accounting *IRS paymentsWebsite Transmission
 - Nebraska Lottery – (credit and debit files).....Website Transmission
 - State Treasurer’s Office – (credit and debit files).....Website Transmission
 - State Treasurer’s Office – NCSPC – (credit and debit files).....Website Transmission
 - Department of Revenue – (credit and debit files)Direct Transmission
 - University of Nebraska – (credit and debit files)Direct Transmission

2. RECEIVING ACH TRAP FILES
 - Department of Revenue – (credit and reversal transactions).....Direct Transmission

C. BUSINESS REQUIREMENTS

1. Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.
 - Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination**
 - Neb. Rev. Stat § 73-205(3)—Technology Access Standards**
 - Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration**
 - Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received**
 - Neb. Rev. Stat § 77-2301—The bank must be a state or national bank licensed to do business in the State and will cash State warrants free of charge**
 - Neb. Rev. Stat § 77-2387 to 77-2398—Collateral Requirements**
 - Neb. Rev. Stat § 81-2401 to 81-2408—Prompt Payment Act**
 - Neb. Rev. Stat § 81-118.01-Electronic Payment; acceptance; conditions**
 - Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability**

2. **COLLATERAL REQUIREMENTS**

The contractor shall be responsible to meet State statute requirements for collateralization of State deposits. References to collateralization requirements are found in Neb. Rev. Stat. Section 77-2395, 77-2389, 77-2398, and 77-2387. Collateral requirements are applicable to all State agency accounts serviced under this contract. Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released. The bidder must indicate their willingness to provide statutorily required collateral, currently estimated to be up to \$75 million, without exceptions or be excluded from further award consideration.

3. **ACH ORIGINATION BUSINESS REQUIREMENTS**

The bidder must address the following items in the Technical Proposal by answering and providing documentation or addressing plans to comply.

 - a. The bidder must be state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2301.
 - b. The bidder must be a member of NACHA or a regional ACH association and must provide proof of membership.

- c. The bidder must provide a sample bank account analysis statement and explain how adjustments are reflected.
- a. The bidder must provide a listing by month of the prior 12 months Earnings Credit Rate (ECR) used for bank account analysis as well as the current rate. The current ECR for the Nebraska State Treasurer's account is .30%. Describe how earning credits are calculated.
- b. The bidder must provide information on how it can assist the State with Office of Foreign Assets Control (OFAC) compliance in relation to the NACHA Operating Rules.
- c. The contractor must allow all State bank accounts except Nebraska Unemployment and NCSPC be grouped for the purposes of compensating balance. All charges for services must be charged on a calendar month account analysis. The account analysis must be made available online or mailed to the State entity no later than the 15th of each month.
- d. Per Neb. Rev. Stat. 77-2301, the contractor will be required to cash State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint at any branch of the contractor.

Cleared State Warrants

Jan 2013	43,095	\$61,037,026
Feb 2013	68,478	\$47,715,655
Mar 2013	60,936	\$39,047,435
Apr 2013	74,985	\$43,074,831
May 2013	41,327	\$38,193,828
Jun 2013	35,680	\$34,635,327

Cleared NCSPC Warrants

Jan 2013	2,934	\$502,566
Feb 2013	3,194	\$632,073
Mar 2013	3,690	\$909,077
Apr 2013	3,185	\$696,387
May 2013	3,059	\$618,642
Jun 2013	2,503	\$438,749

- e. The contractor must follow all applicable Nebraska DHHS rules and regulations, and may view them at: www.sos.ne.gov/rules-and-regs/regsearch/index.html. NCSPC staff will work with the contractor to resolve questions or issues regarding compliance of these rules and regulations.
- f. The contractor will be required to provide an annual report for the period July 1 to June 30 to the State Treasurer's Office for all transaction counts processed under any contracts resulting from this RFP. The report will be due August 1 of each year. The report would give transaction counts by Standard Entry Class code and dollars processed per entity using the contract resulting from this RFP.
- g. The contractor must keep the State educated on all changes to the rules and regulations by providing training or materials.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The figures listed represent recent transaction counts and are not a guarantee of future volumes. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of these State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

1. BASIC REQUIREMENTS

The bidder must provide these services for each agency as requested under this contract. The requirements apply to as few as two or as many as all of the participating agencies. Below are the general categories comprising the requested service. Form A.2 in Attachment A presents a more detailed list of requirements. The bidder must respond to each requirement on Form A.2.

- h.** Technical/Hardware/Software Requirements
- i.** Online Banking Reporting/Internet Functionality Requirements
- j.** Return/Notification of Change
- k.** ACH Reversals/Deletes
- l.** Settlement/Funding
- m.** Fraud Prevention – ACH Filters/Blocks
- n.** Re-presented Check Entries (RCK)
- o.** Other

2. NEBRASKA LOTTERY (LOTTERY)

a. ACH ORIGINATION

Current Process:

Lottery originates CCD+ credit and debit transactions to lottery retailers. This is a mandatory Electronic Funds Transfer (EFT) program. The file is sent to the bank on Monday for settlement on Wednesday.

Lottery receives the EFT batch file from their vendor, GTech. The file, which contains both debit and credit transactions, is uploaded using a Web-based application on the bank website by logging in using a unique ID and password. The staff fills out the batch data fields, which identify the file as being from Lottery, and uploads the file. After the file is uploaded, staff checks the directory listing within the Web application to make sure the file was processed correctly and there were no format errors.

Within 5-10 minutes, State staff calls a designated line at the bank and enters a four-digit PIN. The total number and dollar amount of credits and debits are entered for the bank to verify the file was correct. When finished, the bank then sends an email to designated staff when the batch file is processed correctly. See chart in Exhibit 2 for historical volumes.

Agency-Specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Lottery on Form A.3 in Attachment A:

- i.** Process the EFT batch file from GTech, including confirmation of file accuracy and verification from bank of completed processing (including totals).

b. CHARITABLE GAMING

Current Process:

A licensee will log into the Nebraska Department of Revenue/Gaming Website (NEGAM), where a payment gateway is connected, process the charitable gaming tax return, and request to make an electronic payment for the charitable gaming tax.

An invoice is generated by GL Solutions and the invoice page sends HTML form data to the bank. This includes the total amount due, since the bank does not accept partial/overpayments nor allow payments of less than all invoices simultaneously. In addition, the session transfer message can accommodate data for up to five (5) invoices. If there are less than five (5) invoices on a record, some of these additional fields will be blank.

The bank processes payment and provides an itemized payment receipt to user.

The bank returns real-time payment confirmation message to NEGAM site. At this point the invoice is closed out in GL Solutions. This is an automated feed from the bank. See chart in Exhibit 2 for historical volumes.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Lottery – Charitable Gaming on Form A.3 in Attachment A:

- i. Interface (accept electronic invoices) with GL Solution
- ii. Process transactions in real time

3. NEBRASKA DEPARTMENT OF REVENUE (NDR)

See chart in Exhibit 2 for historical volumes.

a. ACH DEBIT ORIGINATION SERVICES

Current Process:

NDR receives ACH transactions for a variety of tax programs. ACH files are provided to the bank for debit origination. NDR originates its own ACH debit transactions through its Payment Plan, Streamlined Sales Tax, and Electronic Funds Withdrawal (EFW) programs. Transactions are also generated by NDR vendors. All ACH files provided will be balanced files containing an offset credit for each debit.

The State Treasurer's Office has set aside bank accounts for NDR use to segregate funds for accounting purposes. NDR requires the bidder to provide this same level of service. Currently, NDR uses eight (8) bank accounts and reserves the right to add, eliminate, or combine accounts as needed.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A:

- i. Originate ACH debits from files provided to the bank from multiple sources
- ii. Deposit funds into State bank accounts as directed by NDR

a. ACH CREDIT PROCESSING SERVICES

Current Process:

The NDR supports receipt of credits to designated State-owned demand deposit accounts for tax payments. NDR uses Universal Payment Identification Codes (UPIC) for these designated State-owned demand deposit accounts. The NDR provides

taxpayers with file format requirements and the appropriate UPIC for the type of tax being paid. The contractor must provide NDR with a daily file containing the offset credits from these ACH Credit files.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A:

- i. Provide RDFI services, including depositing received funds into specified bank accounts and providing NDR with files containing offsetting credits
- ii. Retain existing UPIC numbers

b. OTHER CURRENT REQUIRED SERVICES

Current services provided to NDR by the contracted bank include the following required minimum services. Each bidder must respond in a detailed manner to the following agency-specific requirements for NDR on Form A.4 in Attachment A.

- i. Provides the NDR a file consisting of offsetting credits of all ACH credit files received daily and all ACH debit originations from various application sources. The credit file must be in NACHA standard CCD+ and PPD+ formats. Files must only include credit transactions and not include any reversal transactions. The file should also have its File Create Date in the File Header set to the Settlement Date for all payments within the file. The file must be made available for the NDR to pick up through File Transfer Protocol (FTP) via Secure Socket Layer (SSL) by 5:00 a.m. CT on the day following the settlement date.
- ii. Provides the State Treasurer's Office, through a mutually agreed upon electronic transmission method, the amount of receipted funds credited to those accounts designated by the State. This information must be made available to the State Treasurer's Office at the open of business Central Time on the Settlement Date and available for withdrawal by 8:30 a.m. CT.
- iii. The State of Nebraska on behalf of NDR reserves the right to return payments that cannot be processed. The handling of these returned items is done by the State Treasurer's Office. Returned items cannot be netted from receipts. The State Treasurer's Office will get notification from NDR and the payment will be returned through the ACH network.
- iv. Work with the NDR and its vendors to test debit and credit electronic funds transfers through the ACH system and to test all components of auxiliary systems as requested by the NDR.
- v. The NDR currently uses the following Standard Entry Class Codes that must be supported by the contracting bank.
 - a. CCD+
 - b. PPD+NDR intends to support additional standard entry class codes in the future.
- vi. The current payment scheduling system allows taxpayers to initiate payments by IVR and Web until 5:00 p.m. CT for the next day's settlement. Bidders must provide a description of cutoff times and ACH processing schedules.

c. PAYMENT SCHEDULING SYSTEM.

Current Process:

NDR currently uses an Internet and IVR based application to initiate ACH debit entries in various tax filing and tax payment applications.

NDR requires a payment scheduling system to allow taxpayers to schedule ACH payments via the Web, an IVR interface, and operator-assisted entry. The Web and IVR interface should allow the taxpayer to enter basic payment related information such as Nebraska taxpayer ID, type of tax being paid, tax period end date, amount, and RDFI information needed to complete the ACH transaction. The operator-assisted service would allow the ACH payment scheduling system vendor to enter this same required information reported by the taxpayer by a toll-free telephone call.

This ACH payment scheduling system must allow the payee to log in via a secure application to initiate payments for all types of EFT tax payments supported by NDR. The IVR component of this service must provide toll-free access using a state specified telephone number. The voice prompts for this application must be approved by both the State and the bidder. The application must be able to accept Nebraska taxpayer ID number or social security number (SSN), and accommodate single entry and recurring payments. The application must be able to provide reports online, allow the user to easily review payment history and pending payments, and allow the user to set up bank account information for multiple bank accounts.

Agency-specific Requirements:

- i. The ACH payment scheduling system must provide a public facing Web-based system, IVR system, and operator-assisted service used to collect payment data from taxpayers. Each bidder must respond in a detailed manner to the agency-specific requirements listed below on Form A.4 in Attachment A. Functionality to include;
 - a. Schedule a tax payment – taxpayer should be able to enter:
 - 1) Payment amount in dollars and cents.
 - 2) Scheduled Payment Date. This can be a future date. The system must allow payments to be warehoused for a period of up to one (1) year beyond the current date.
 - 3) Tax Period End Date (MMDDYYYY). This can be for past dates, but should not be for future dates or before 01011968 (January 1, 1968).
 - 4) Nebraska ID Number. The system must verify that the entered Nebraska ID Number is a valid licensed NDR taxpayer – be present on the NDR business master file.
 - 5) Tax Type. The system must allow the taxpayer to select a tax type from a list of tax types that taxpayer is licensed to pay.
 - b. Upon completion of scheduling a payment, the ACH payment scheduling system must issue a confirmation number to the taxpayer. The taxpayer must be given the opportunity to review and confirm the details of the payment and have the opportunity to cancel the transaction. Once the taxpayer submits the payment, the system must provide the confirmation number for the payment. A confirmation number must be issued each time a transaction is completed. This is a unique number assigned to a one-time payment when it is initiated, edited, or cancelled.
 - c. The system should provide taxpayer inquiry and payment history. The ACH payment scheduling system should
 - 1) Allow the taxpayer to view pending payments and edit or delete, if necessary
 - 2) Allow the taxpayer to view payment history
 - d. Register taxpayer banking information in the system. The ACH payment scheduling system should allow registrations to be made in real-time. Both registered and unregistered users should be able to originate payments. Payments originated by unregistered users should require fewer pages to

navigate. Registered user should be allowed to create a profile that can be accessed through the application and have access to additional features, including the ability to store bank accounts for future use. Stored banking information would include

- 1) Bank routing number – system checks to ensure this is a valid entry
 - 2) Bank account number
 - 3) Re-enter bank account number for verification
 - 4) Bank Account Type – checking or savings
 - 5) Business Account – yes or no
 - 6) Option to save account for future use by giving it a name.
- e. Validate registration or payment information entered by the user.
- 1) Show payment detail
 - 2) Show bank account detail
 - 3) Allow taxpayer to enter email address for payment confirmation
 - 4) Terms and conditions -- Taxpayer must read and accept the terms of the authorization and the confirmation number to complete the transaction
 - 5) Payment confirmation with confirmation number assigned and detailed information on transaction
- f. Manage taxpayer bank account information
- 1) Allows the taxpayer to add, edit or delete banking information saved in the system.
 - 2) Multiple bank accounts may be listed for a single Nebraska taxpayer ID number or SSN.
- g. Provide user authentication. Authentication functionality should include at a minimum the same functionality supported in the current ACH payment scheduling system.
- 1) Currently a user is authenticated using their Nebraska taxpayer ID number or SSN and system-specific password.
 - a. First time users use their Nebraska taxpayer ID numbers as their password and are required to change their passwords the first time into the system.
 - b. Nebraska taxpayer ID numbers and associated tax program data are provided to the contractor via a computer file as agreed upon by NDR and the selected bidder. Updates to this file are provided daily by NDR.
 - c. For taxpayers making individual income tax payments, NDR does not provide preregistration data to the contractor; instead taxpayers must self-register by entering their SSNs through the ACH Payment Scheduling system.
 - 2) Bidders must provide descriptions of their solutions for user authentication.
 - a. Provide the taxpayer with the ability to change his or her password.
- ii. The ACH payment scheduling system must provide an internal Web-based administrative site for NDR users. This system will be used by NDR to perform a variety of functions:
- a. Schedule payments at taxpayer request
 - b. Cancel payments at taxpayer request
 - c. Update payments at taxpayer request
 - d. Inquire on pending and past payments
 - e. Reset passwords at taxpayer request

- iii. The ACH payment scheduling system must be able to support all tax categories allowing EFT supported by NDR and allow for the addition of new tax programs at the request of the NDR throughout the life of this contract.
- iv. The ACH payment scheduling system must have the ability for taxpayers to schedule estimated payments for both individual and business taxes. These recurring payments must be able to be scheduled for dates as specified by the NDR. The current due dates for individual income estimated tax payments are April 15, June 15, September 15, and January 15. For corporation income tax, the current due dates are April 15, June 15, September 15, and December 15.
- v. NDR receives and transmits files with the ACH payment scheduling system vendor via secure FTP. These files include:
 - a. Daily Remittance report containing payment information about debit transactions originated by the ACH payment scheduling system.
 - b. Pre-Registration Response File. This file serves as an acknowledgment from the ACH payment scheduling system that the NDR Pre-registration file has been received.
 - c. Revenue Pre-registration File. This is a copy of the NDR Business Master File used by the ACH payment scheduling system to authenticate users. Once this file is initially provided, only daily adds, changes, and deletes are sent.
- vi. The bidder must provide an explanation of its data retention proposal for the ACH payment scheduling system. Include details such as time period, data storage capabilities and processes, disposal of records, and any other relevant detail regarding data retention.

Bidder must provide NDR with a product description, system capabilities, and a sample application or website, if available, for consideration. Bidders must disclose all the potential fees associated with the transaction processing, reporting, or file creation for this type of program in the cost proposal of the RFP.

4. UNIVERSITY OF NEBRASKA
a. ACH ORIGATION SERVICES

Current Process

Net pay is originated for the University payroll. Employees may deposit into more than one bank account the transaction count reflects each deposit. Each pay cycle the University makes ACH deposits to vendors (such as retirement plan contributions or health insurance premiums) for the payroll deductions taken from the employees' pay. The vendor payments are included in the same file as net pay, as a separate batch. Once a month, the University processes a debit file to collect health insurance premiums from retirees that are participating in the University's group health insurance plan. The retiree health premium requires mandatory EFT participation. The University sends payroll files two days in advance. Retiree debit files are transmitted to the bank approximately 10 days in advance. A University staff member calls in file totals via an IVR. See chart in Exhibit 2 for historical volumes.

The University will use some or all of the requirements listed in Section IV.D.1 Basic Requirements. There are no agency-specific requirements that need a response.

5. NEBRASKA CHILD SUPPORT PAYMENT CENTER
a. ACH ORIGATION SERVICES

Current Process:

NCSPC transmits one file a day with multiple batches via a website. NCSPC makes payments to the Custodial Parent by an ACH transaction to a checking or savings account or to a VISA branded stored value card. The State Treasurer's Office will maintain a separate demand deposit account for NCSPC. All NCSPC analysis activity must be billed monthly to NSCPC. See chart in Exhibit 2 for historical volumes.

The bank account ledger balance must be collateralized at the level required by State statute individually of other State bank accounts. From January to December 2012, the highest ledger balance was \$5,833,373.94.

NCSPC staff will need access to NCSPC bank account via an Internet-based information reporting application.

NCSPC will use some or all of the requirements listed in Section IV.D.1 Basic Requirements. There are no agency-specific requirements that need a response.

6. NEBRASKA DEPARTMENT OF LABOR - UNEMPLOYMENT INSURANCE

a. ACH ORIGATION SERVICES

Current process:

The Department of Labor has three (3) transfers, which are both debit and credit files. The batch information is verified by a secure email, it included the number of transactions and the file amounts, and whether they are debits or credits. Information is verified and received the confirmation electronically. Tax payments are accepted via UI connect which can push or pull payment from employer accounts. See chart in Exhibit 2 for historical volumes.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Department of Labor on Form A.5 in Attachment A:

- i. Ability to process files by 12:00 PM CT
- ii. Update bank activity in a timely manner for same day transactions

7. TREASURY MANAGEMENT

a. ACH ORIGATION SERVICES

Current Process:

The Treasury Management Division of the State Treasurer's Office (TM) submits ACH files for daily processing. Files often contain multiple batches and are transmitted via a secure website with dual authentication credentials. Criteria for selecting an originating bank will include the ability to provide a secure website with at least the minimum industry authentication standards. ACH files are initiated from both TM, as well as Administrative Services' Accounting Division. The State Treasurer's Office works with many State agencies to offer debit programs. This option continues to grow. See chart in Exhibit 2 for historical volumes.

The State Treasurer's Office requires the contractor to provide a Web-based application to initiate a re-presented check entry (RCK) through the ACH network in attempt to collect the debt on insufficient fund checks. All agencies have the option to use this application.

Agency-specific Requirements:

Each bidder must respond in a detailed manner to the following agency-specific requirements for Treasury Management on Form A.6 in Attachment A:

- i. Provide a secure website with dual authentication credentials to initiate ACH files for debit and credit programs
- ii. The ability for the State Treasurer's Office to assign access levels to agency personnel to the online solution
- iii. Receive ACH addenda online (both translated and raw data)

8. ADMINISTRATIVE SERVICES

a. ACH ORIGINATION

Current Process:

Administrative Services coordinates all payments flowing out of the State's accounting system to the bank except those listed individually. Two NACHA ACH formatted files with multiple batches per file are created daily and sent to the bank via direct transmission. Most of the batches in the files are sent with an effective date two or more days in advance, but there is generally at least one batch of limited transactions in the file which is for one-day settlement. Employees may direct their payroll deposits into more than one bank account, so transaction count includes multiples. The contractor will be required to provide a PC or Internet-based batch database solution for use by Administrative Services to transmit IRS tax payments and occasional payroll PPD credits. See chart in Exhibit 2 for historical volumes.

Administrative Services will use some or all of the requirements listed in Section IV.D.1 Basic Requirements. There are no agency-specific requirements that need a response.

9. Universal Payment Identification Code (UPIC)

The State requires the contractor to use UPICs. The State has been using UPICs with different ACH credit payments being paid to the State electronically monthly. The State will continue to expand the use of the UPICs at contract implementation to payments being made monthly, quarterly, semi-annually, and annually. The State will use the existing account numbers that are in place. The UPIC offers the State fraud protection, the ability to block incoming wires, and ACH debits. It also reduces State expenses by allowing the portability of the UPIC to future selected vendors under the State origination agreement without having to do mass postal mailings to thousands of entities/consumers paying the State by ACH credit.

In the calendar year 2012, UPIC numbers were used 206,353 times with a dollar volume of \$2,313,545,905. UPIC numbers used 225,090 times with a dollar volume of \$2,416,506,232 in the calendar year 2013. These figures represent a historical count of prior activity by the State and are not a guarantee of future transaction accounts.

The State is not willing to change the account numbers that are already in place using UPIC. If the bidder has another solution that utilizes UPIC numbers and can accommodate the existing UPIC numbers assigned to the State, they must provide details and the State will review the functionality of that service to make a final decision.

10. Daily Export

The State requires the contractor to provide a daily Comma Separated Value (CSV) export of designated bank accounts' prior day activity by 10 a.m. CT. Four format options are available. This file will be imported into the State ERP system as a part of an automated daily reconciliation process unique to the State. The State requires this information to be exported from a Web-based information reporting application. See Exhibit 1 for descriptions of the formats available.

E. FUNCTIONAL REQUIREMENT

Bidders must address the technical requirements in Attachment A.

F. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State's staff to research and correct problems in a timely and professional manner.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Does bidder assign an implementation team or manager? If so, what is the cost?

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.
2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?
3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?
4. Describe any on-going training that would be available as upgrades or system changes occur.

I. DELIVERABLES

The contractor shall invoice the State Treasurer's Office for the services provided under the contract resulting from this RFP on a monthly basis. The invoice will be for bank analysis fees, which will then be broken down according to categories as shown on Form A.7 in Attachment A.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of six (6) sections:

1. "State of Nebraska Request For Proposal For Contractual Services" form, signed in ink;
2. Collateral Requirements;
3. Financial Stability;
4. Executive Summary;
5. Corporate Overview;
6. Technical Approach, including Forms A.1-A.6.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. COLLATERAL REQUIREMENTS

The bidder is responsible to meet State statute requirements for collateralization of State deposits or be excluded. Bidders will at a minimum reference Neb. Rev. Stat. Section 77-2395, 77-2389, 77-2398, and 77-2387. Collateral requirements are applicable to all State agency accounts serviced under this contract. Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The bidder must be willing to provide statutorily required collateral, currently estimated to be up to \$75 million, without exceptions, or be excluded. The State requires a statement of collateral be provided on a calendar month basis and received by the 15th of each month. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released.

3. FINANCIAL STABILITY

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2301. The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. If it is determined that the bidder is not financially stable, the bidder will be eliminated from further evaluations. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

4. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

5. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

c. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

d. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest

exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

f. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:

- a. The time period of the project;
- b. The scheduled and actual completion dates;
- c. The contractor's responsibilities;
- d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
- e. Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In

addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

h. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages each. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

i. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- a.** Name, address and telephone number of the subcontractor(s);
- b.** Specific tasks for each subcontractor(s);
- c.** Percentage of performance hours intended for each subcontract; and
- d.** Total percentage of subcontractor(s) performance hours.

6. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a.** Understanding of the project requirements;
- b.** Proposed development approach;
- c.** Technical considerations as found on Forms A.1-A.6;
- d.** Detailed project work plan; and
- e.** Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs for ACH Originations Services on Form A.7 of Attachment A. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. CHANGE MANAGEMENT

There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.

a. CHANGE MANAGEMENT PROCESS

An hourly rate for Change Management must be included on Form A.8 in Attachment A. The Change Order must be acknowledged and accepted in writing by the State Treasurer's Office before any additional work is undertaken. Each Change Order Request submitted by the contractor will:

- i.** Provide a clear description of what is included in each change request.
- ii.** Delineate impacts to the project's scope or budget.
- iii.** Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- iv.** Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

b. FIXED HOURLY RATES

The State Treasurer's Office requires the following pricing approach be used when addressing Change Management tasks and activities:

- i.** An hourly rate for Change Management must be included on Form A.8 in Attachment A.
- ii.** Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

3. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

C. PAYMENT SCHEDULE

Monthly invoices may be submitted by the contractor as agreed to herein.

Form A

Bidder Contact Sheet

Request for Proposal Number #NST021314

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Exhibit 1

ACH Bank File Formats

Request for Proposal Number #NST021314

The CSV exports are critical to the success of the daily automated reconciliation process the State Treasurer's Office and DAS are developing. This section will describe the four formats the contractor will be able to choose from. Once the contractor has chosen from these formats, the contractor will be required to use the same format for the life of the contract. The selected vendor must make this export available via an online reporting system.

Format 1 Header Row

Column	Data Type/Format	Description
Row Type	One character	Always "H" - Tells that this row is a header row. A header row groups several data rows into a common group.
Date	YYYYMMDD	Begin date of transactions in sub-section
Date	YYYYMMDD	End date of transactions in sub-section
Date of Download	YYYYMMDD	Date the information was received from the contractor
Account Number	12-digit number	The contractor's account that the transactions in the sub-section affect.
Client	8-character String	The client of the contractor - always "NETREAS"

Data Row

Column	Data Type/Format	Description
Row Type	One Character	Always "D" – tells that the row is a data row. This is the data that will actually be stored.
Date	YYYYMMDD	Date of transaction
Routing No	9-digit number	Always the same for the contractor
Account Number	12-digit number	The account number the transaction affected
Account Name	String	Name of the account affected by transaction
BAI Code (Column F)	2-3 digit number	Reference number used by the contractor
Transaction Description (Column G)	String	Description of the transaction
Amount	Number	Amount of the transaction
Misc Description (Column I)	Long String	Breakdown of transaction
ACH Location Code (Column J)	10-digit Number	Location code for ACH transactions
Location Code (Column K)	3-digit Number	Location code of transaction

EXHIBIT 1 (Cont.)

Total Row

Column	Data Type/Format	Description
Row Type	One Character	Always "T" – tells that the row is a total row
Total	Number	Total number of transaction (data rows) in the section

Format 2

Column	Data Type/Format	Description
Date	MM/DD/YYYY	Date of transaction
ABA Num	9-digit number	Bank routing number of contractor
Currency	String	Currency used - always will be "USD" for US Dollars
Account Num	8-digit number	Contractor's account number that was affected by the transaction
Account Name	String	Name of contractor's account that was affected by the transaction
Description	String	Description of transaction
BAI Code	BAI-###	BAI code for transaction
Amount	Number (positive or negative for credit or debit)	Amount of transaction
Serial Num	Number	Location code of transaction
Ref Num	Number	Reference number of transaction
Detail	String	Detailed description (breakdown) of transaction

Format 3

Column	Data Type/Format	Description
Account	7-digit number	Contractor's account affected by the transaction
ChkRef	3-digit number	Location code of transactions
Debit	Number	Amount of debit
Credit	Number	Amount of credit
Balance	Number	Running balance of account
Date	MM/DD/YYYY	Date of transaction
Description	String	Description of transaction

EXHIBIT 1 (Cont.)

Format 4

Column	Data Type/Format	Description
As-Of Date	YYYYMMDD	Most recent date information updated
As-Of-Time	HH:MM:SS	Most recent time information updated
Bank ID	9-digit number	Bank routing number
Bank Name	String	Name of the bank - always "the contractor."
State	String	State the bank is located in
Acct No	10-digit number	Account number affected by the transaction
Acct Type	String	Type of account affected by the transaction
Acct Name	String	Name of the account – always "STATE OF NEBRASKA"
Currency	3-Character String	Currency being used – should always be "USD" for US Dollars
BAI Type Code	3-digit number	Reference to describe type of transaction
Tran Desc	String	Description of the transaction
Debit Amt	Number	If the transaction is a debit transaction, the amount of the debit.

Column	Data Type/Format	Description
Credit Amt	Number	If the transaction is a credit transaction, the amount of the debit
0 Day Flt Amt	Number	The 0-day float amount
1 Day Flt Amt		
2+ Day Flt Amt		
Customer Ref No	Number	Location code for the transaction
Value Date	MM/DD/YYYY	
Location		
Bank Reference	String	Reference used by the contractor
Tran Status	String	Status of the transaction (most often will be "POSTED")
Descriptive Text	String	Description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction

Exhibit 2

Historical Volumes by Agency

Request for Proposal Number #NST021314

All figures listed in the charts below represent a historical count of prior activity by the State. These figures are not a guarantee of future transaction counts. They are provided as a frame of reference to assist bidders in preparing their response.

Lottery

The following charts represent Lottery EFT totals for Fiscal Year 2011-12 and the last six months of 2012.

Nebraska Lottery						
EFT Totals						
File Date	Total Count	Total Amount	Debit		Credit	
			Count	\$ Amount	Count	\$ Amount
July 2011	2,521	\$ 5,117,322.12	2,291	\$ 5,081,529.24	230	\$ 35,792.88
August 2011	3,155	\$ 6,987,012.83	2,901	\$ 6,944,319.41	254	\$ 42,693.42
September 2011	2,525	\$ 5,190,838.23	2,282	\$ 5,149,496.82	243	\$ 41,341.41
October 2011	2,525	\$ 5,666,886.45	2,310	\$ 5,634,501.30	215	\$ 32,385.15
November 2011	3,145	\$ 7,164,898.33	2,900	\$ 7,126,945.51	245	\$ 37,952.82
December 2011	2,526	\$ 5,630,073.74	2,311	\$ 5,599,706.44	215	\$ 30,367.30
January 2012	2,516	\$ 5,810,549.62	2,213	\$ 5,753,607.24	303	\$ 56,942.38
February 2012	3,128	\$ 10,108,871.25	2,977	\$ 10,088,623.12	151	\$ 20,248.13
March 2012	2,499	\$ 6,737,533.55	2,326	\$ 6,710,074.52	173	\$ 27,459.03
April 2012	2,508	\$ 8,960,325.83	2,363	\$ 8,932,929.62	145	\$ 27,396.21
May 2012	3,122	\$ 7,773,948.30	2,932	\$ 7,750,354.75	190	\$ 23,593.55
June 2012	2,499	\$ 6,386,918.25	2,326	\$ 6,360,125.57	173	\$ 26,792.68
Totals	32,669	\$ 81,535,178.50	30,132	\$ 81,132,213.54	2,537	\$ 402,964.96

Nebraska Lottery						
EFT Totals						
File Date	Total Count	Total Amount	Debit		Credit	
			Count	\$ Amount	Count	\$ Amount
July 2012	2,471	\$ 5,812,925.57	2,271	\$ 5,780,004.84	200	\$ 32,920.73
August 2012	3,083	\$ 9,008,216.97	2,914	\$ 8,978,051.34	169	\$ 30,165.63
September 2012	2,439	\$ 6,224,769.82	2,282	\$ 6,202,687.02	157	\$ 22,082.80
October 2012	3,038	\$ 7,121,705.14	2,835	\$ 7,158,395.32	203	\$ 36,690.18
November 2012	2,436	\$ 7,716,033.49	2,296	\$ 7,737,147.22	140	\$ 21,113.73
December 2012	2,435	\$ 9,000,693.56	2,249	\$ 9,029,860.34	186	\$ 29,166.78
Totals	15,902	\$ 44,884,344.55	14,847	\$ 44,886,146.08	1,055	\$ 172,139.85

Lottery – Charitable Gaming

The following charts show the number of invoices and payments processed by Lottery for the last six (6) months of 2011 and all of calendar year 2012 for charitable gaming.

Gaming Electronic Payments		
Date Range	6/1/2011 to 12/31/2011	
	Payments	Totals
June 2011	15	\$1,080.97
July 2011	24	\$2,400.00
August 2011	3	\$300.00
September 2011	1	\$100.00
October 2011	28	\$1,720.00
November 2011	37	\$2,450.00
December 2011	4	\$250.00
Total for 2011	112	\$8,300.97

Gaming Electronic Payments		
Date Range	1/1/2012 to 12/31/2012	
	Payments	Totals
January 2012	0	\$0.00
February 2012	4	\$1,150.00
March 2012	2	\$600.00
April 2012	4	\$1,200.08
May 2012	0	\$0.00
June 2012	4	\$440.20
July 2012	3	\$920.00
August 2012	7	\$2,460.00
September 2012	1	\$540.00
October 2012	19	\$1,740.00
November 2012	17	\$900.00
December 2012	7	\$300.02
Total for 2012	68	\$10,250.30

NDR

The following NDR tax programs support payments that are made by EFT. Group 1 lists tax programs NDR has supported over the past several years where ACH transaction volumes are known. Group 2 lists tax programs recently added.

Group 1:

Payments Received Under Existing Tax Programs Supported by NDR (Calendar Year 2011)*				
Tax Program	Debit Transaction Volume	Debit Dollar Amount	Credit Transaction Volume	Credit Dollar Amount
Sales & Use Tax (including Retailer's Use	171,498	\$1,067,513,192.16	13,874	\$643,098,429.40
Business Consumer's Use Tax	1,745	\$5,721,087.41	562	\$6,952,277.61
County Treasurer's Sales Tax	1,014	\$95,812,420.96	108	\$110,699,560.10
Withholding Tax	142,999	\$610,350,071.40	94,917	\$798,406,183.50
Individual Income Tax**	84,461	\$55,886,925.97	0	\$0.00
Corporate Income Tax***	6,329	\$92,897,863.80	1,371	\$93,485,812.44
Corporate Estimated Tax	0	\$0.00	0	\$0.00
Corporate Income Tax Extensions	0	\$0.00	0	\$0.00
Motor Fuels Combined Tax	3,445	\$256,429,770.60	377	\$50,865,515.01
	411,491	\$2,184,611,332.30	111,209	\$1,703,507,778.06
(*) This is not a guarantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.				
(**) Includes Debit EFT by Dept and Taxpayer as well as EFWs.				
(***) Includes all types of corporate income tax payments.				

Payments Received Under Existing Tax Programs Supported by NDR (Calendar Year 2012)*				
Tax Program	Debit Transaction Volume	Debit Dollar Amount	Credit Transaction Volume	Credit Dollar Amount
Sales and Use Tax (including Retailer's Use)	201,426	\$1,190,525,892.96	15,462	\$657,276,292.64
Use Tax	2,129	\$7,716,828.45	653	\$4,467,704.57
County Treasurer's Sales Tax	1,014	\$104,369,617.76	109	\$121,324,133.56
Withholding Tax	167,144	\$668,113,979.01	102,104	\$867,206,439.48
Individual Income Tax **	94,500	\$52,071,414.03		
Corporate Income Tax	1,742	\$25,370,676.35	224	\$8,599,748.50
Corporate Income Tax - Estimated	5,789	\$87,678,190.93	1,114	\$90,676,397.76
Corporate Income Tax - Extensions	437	\$17,807,295.47	157	\$14,420,569.35
Motor Fuels Combined Tax	3,456	\$285,389,017.99	387	\$51,248,107.54
	477,637	\$2,439,042,912.95	120,210	\$1,815,219,393.40
(*) This is not a gaurantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.				
(**) Includes Debit EFT by Dept and Taxpayer as well as EFWs.				

Group 2:

2011 EFT Tax Programs Recently Supported by NDR (currently paper payments only)*		
Tax Program	Annual Transaction Volume	Annual Tax Receipts Dollar
Fiduciary Income Tax	5,185	\$12,641,954.73
Partnership Income Tax	1,981	\$4,420,959.77
Motorboat Sales Tax	818	\$2,443,875.14
Documentary Stamp Tax	1,095	\$11,237,499.71
Car Line	223	\$4,347,662.73
Air Carrier	37	\$967,161.82
Serverance & Conservation Tax	674	\$5,605,520.78
Cigarette Tax (Returns)	63	\$125,145.38
Cigarette (Purchase Order & Postage)	823	\$59,949,188.41
Tobacco Products Tax	819	\$7,514,285.26
Waste Reduction & Recycling Fee	15,628	\$475,010.04
Tire Fee	4,587	\$1,870,281.53
Litter Fee	1,710	\$1,836,384.35
Lodging Tax	7,639	\$18,290,609.37
Prepaid Wireless Surcharge	0	\$0.00
	41,282	\$131,725,539.02
(*) This is not a guarantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.		
2012 Calendar Year (programs that are new to E-Pay for 2013)*		
Tax Program	Annual Transaction Volume	Annual Tax Receipts Dollar
Fiduciary Income Tax	6,151	\$10,370,064.89
Partnership Income Tax	2,324	\$6,210,972.02
Motorboat Sales Tax	851	\$2,939,519.50
Documentary Stamp Tax	1,099	\$13,955,958.91
Car Line	236	\$4,975,171.81
Air Carrier	48	\$1,155,673.91
Serverance & Conservation Tax	773	\$5,833,505.28
Cigarette Tax (Returns)	72	\$288,547.39
Cigarette (Purchase Order & Postage)	826	\$58,631,595.30
Tobacco Products Tax	835	\$8,352,469.69
Waste Reduction & Recycling Fee	15,699	\$507,780.76
Tire Fee	5,039	\$2,037,434.69
Litter Fee	1,652	\$2,123,212.87
Lodging Tax	7,722	\$20,059,857.92
Prepaid Wireless Surcharge	0	\$0.00
	43,327	\$137,441,764.94
(*) This is not a guarantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.		

UNIVERSITY OF NEBRASKA

University Payroll - PPD credits			University Vendor Payments - CTX credits		
Fiscal Year	Number of Transactions	Dollar of Transactions	Fiscal Year	Number of Transactions	Dollar of Transactions
July 2012	30,547	\$48,494,636	July 2012	68	\$22,125,269
August 2012	31,752	\$48,442,310	August 2012	70	\$21,832,209
September 2012	33,579	\$47,393,595	September 2012	68	\$21,627,906
October 2012	36,980	\$47,698,944	October 2012	69	\$21,618,834
November 2012	48,184	\$52,741,887	November 2012	81	\$22,461,324
December 2012	36,424	\$48,138,268	December 2012	69	\$21,728,398
January 2013	31,958	\$45,959,184	January 2013	68	\$21,682,996
February 2013	35,650	\$46,302,425	February 2013	68	\$21,697,486
March 2013	36,101	\$46,659,729	March 2013	68	\$21,709,268
April 2013	35,655	\$46,535,532	April 2013	68	\$21,727,638
May 2013	35,933	\$48,367,135	May 2013	81	\$22,959,477
June 2013	30,214	\$48,363,056	June 2013	65	\$22,558,456
	422,977	\$575,096,702		843	\$263,729,260

University Payroll - PPD credits			University Vendor Payments - CTX credits		
Fiscal Year	Number of Transactions	Dollar of Transactions	Fiscal Year	Number of Transactions	Dollar of Transactions
July 2013	30,666	\$48,651,434	July 2013	66	\$22,784,591
August 2013	31,807	\$48,662,954	August 2013	66	\$22,507,138
September 2013	33,986	\$47,601,105	September 2013	65	\$22,277,606

NCSPC

	Transactions				Transactions			
	CCD	PPD	WEB	Total	CCD	PPD	WEB	Total
July 2012	8,766	116,339	5,025	130,130	\$4,947,025.85	\$24,157,788.58	\$2,525,986.97	\$31,630,801.40
August 2012	9,453	113,818	5,694	128,965	\$5,277,473.81	\$24,228,326.41	\$2,928,296.64	\$32,434,096.86
September 2012	8,062	103,239	4,668	115,969	\$4,700,839.31	\$22,075,415.43	\$2,324,093.40	\$29,100,348.14
October 2012	8,999	122,025	5,579	136,603	\$5,169,863.79	\$25,801,204.03	\$2,838,260.31	\$33,809,328.13
November 2012	8,895	111,006	5,723	125,624	\$5,195,708.03	\$23,601,830.92	\$3,013,199.71	\$31,810,738.66
December 2012	8,455	110,597	5,312	124,364	\$4,992,806.23	\$23,751,173.67	\$2,773,526.99	\$31,517,506.89
January 2013	8,745	115,923	5,405	130,073	\$5,048,409.18	\$24,421,050.60	\$2,686,516.48	\$32,155,976.26
February 2013	7,980	105,546	5,444	118,970	\$4,667,437.61	\$22,993,419.12	\$2,863,924.87	\$30,524,781.60
March 2013	8,375	111,270	5,601	125,246	\$4,830,219.15	\$24,988,823.50	\$2,946,593.14	\$32,765,635.79
April 2013	8,812	121,753	5,696	136,261	\$5,100,486.76	\$27,156,069.77	\$2,931,759.29	\$35,188,315.82
May 2013	9,531	117,846	6,179	133,556	\$5,555,710.09	\$25,673,613.30	\$3,207,513.48	\$34,436,836.87
June 2013	8,422	107,518	5,202	121,142	\$4,821,348.98	\$22,707,616.73	\$2,676,515.15	\$30,205,480.86
	104,495	1,356,880	65,528	1,526,903	\$60,307,328.79	\$291,556,332.06	\$33,716,186.43	\$385,579,847.28

DEPARTMENT OF LABOR

2012	TOTAL PAYROLL		CHECKS		DEBIT CARDS		DIRECT DEPOSIT	
JANUARY	84,922	\$ 21,170,966.63	23	\$ 12,103.00	34,772.0	\$ 7,682,913.57	50,127.0	\$ 13,475,950.06
FEBRUARY	86,436	\$ 21,484,729.46	30	\$ 25,880.69	35,293.0	\$ 7,775,772.20	51,113.0	\$ 13,683,076.57
MARCH	102,570	\$ 25,808,968.52	32	\$ 43,514.89	43,040.0	\$ 9,761,965.40	59,494.0	\$ 16,003,488.23
APRIL	68,228	\$ 17,016,143.10	25	\$ 21,023.08	28,345.0	\$ 6,276,820.24	39,859.0	\$ 10,718,299.78
MAY	62,042	\$ 15,406,685.78	37	\$ 41,332.00	25,284.0	\$ 5,545,929.00	36,596.0	\$ 9,740,581.78
JUNE	75,850	\$ 18,678,060.18	49	\$ 31,955.00	30,372.0	\$ 6,674,835.62	45,432.0	\$ 11,971,269.56
JULY	58,240	\$ 14,465,053.10	28	\$ 29,232.55	22,404.0	\$ 4,952,322.15	35,810.0	\$ 9,483,811.40
AUGUST	66,705	\$ 16,720,691.28	27	\$ 21,303.12	25,555.0	\$ 5,718,819.33	41,122.0	\$ 10,981,077.83
SEPTEMBER	46,389	\$ 11,844,824.53	21	\$ 8,581.55	17,924.0	\$ 4,074,040.00	28,444.0	\$ 7,762,202.98
OCTOBER	44,182	\$ 11,202,993.89	20	\$ 12,813.73	17,375.0	\$ 3,929,898.46	26,785.0	\$ 7,260,419.70
NOVEMBER	56,612	\$ 14,279,613.26	23	\$ 12,563.00	22,807.0	\$ 5,117,656.81	33,691.0	\$ 9,102,763.45
DECEMBER	58,400	\$ 14,928,460.06	20	\$ 6,726.50	23,082.0	\$ 5,269,493.00	35,297.0	\$ 9,653,620.56

TREASURY MANAGEMENT

The chart below references the volume and types of transactions originated by the State Treasurer's Office and Administrative Services.

TREASURY MANAGEMENT	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	Total
Consumer ACH Credits (PPD)	\$0.00	\$0.00	\$37.47	\$0.00	\$0.00	\$1,591.35	\$1,628.82
Number of Transactions	0	0	1	0	0	1	2
Corporate ACH Debits (CCD+)	\$14,626,645.22	\$17,789,380.51	\$20,201,175.95	\$25,194,956.54	\$21,728,495.56	\$17,646,058.33	\$117,186,712.11
Number of Transactions	450	467	374	563	389	318	2,561
Corporate ACH Credits (CCD+)	\$7,577,416.59	\$12,304,754.62	\$2,446,542.25	\$17,903,675.96	\$11,575,154.72	\$9,967,208.36	\$61,774,752.50
Number of Transactions	30	33	25	34	33	19	174
Re-presented Check Entries (RCK)	\$3,350.65	\$5,453.48	\$5,353.15	\$3,976.13	\$4,196.52	\$891.78	\$23,221.71
Number of Transactions	33	23	23	18	14	9	120
Consumer ACH Debits (PPD)	\$3,234.03	\$3,011.93	\$3,260.46	\$2,988.41	\$3,273.80	\$3,272.82	\$19,041.45
Number of Transactions	26	26	24	28	32	34	170

ADMINISTRATIVE SERVICES

	Frequency	July 2012	August 2012	September 2012	October 2012	November 2012	December 2012	Totals
State Payroll - PPD	BI	\$39,175,374.30	\$39,234,981.24	\$38,775,860.70	\$55,727,397.45	\$40,305,371.53	\$40,345,868.02	\$253,564,853.24
ACH Payments Per Month	M	41,694	41,639	40,775	58,844	39,935	39,669	262,556
State Payroll - PPD Expense & Reimbursements	D	\$33,035,523.77	\$31,528,855.55	\$40,663,621.39	\$35,472,061.33	\$35,407,974.59	\$34,153,689.07	\$210,261,725.70
ACH Payments Per Month		24,970	15,256	29,004	28,180	28,213	26,045	151,668
State Vendor Payments CTX	D	\$324,211,109.47	\$371,353,892.42	\$468,288,733.69	\$510,427,544.62	\$470,393,998.67	\$444,318,643.18	\$2,588,993,922.05
ACH Payments Per Month		9,658	11,986	10,375	13,396	11,101	11,929	68,445
Infocus (NFO) - PPD/CTX	D	\$42,395,810.64	\$53,904,484.56	\$37,322,484.12	\$48,876,656.07	\$43,090,719.07	\$49,947,651.30	\$275,537,805.76
ACH Payments Per Month		18,668	44,729	16,130	30,376	41,931	39,456	191,290
Medicaid (MCP) - CTX	W	\$119,463,813.60	\$137,801,501.89	\$121,293,446.74	\$166,010,369.51	\$83,184,983.62	\$115,895,530.18	\$743,649,645.54
ACH Payments Per Month		18,161	22,638	17,858	22,171	16,878	17,489	115,195
IRS - CCD (TXP)		\$32,028,352.84	\$35,272,072.54	\$32,646,052.14	\$32,282,883.54	\$38,894,124.06	\$35,243,845.89	\$206,367,331.01
ACH Payments Per Month		23	26	31	33	28	23	164
Originated Addenda		326,769	303,526	282,871	343,503	281,448	326,887	1,865,004
D=Daily								
BI+Bi Weekly		Total Dollar Transactions July 2012 - December 2012				\$4,278,375,283.30		
M=Monthly		Total Transactions July 2012 - December 2012				789,318		
W=Weekly		Total Addenda July 2012 - December 2012				1,865,004		
AN=As Needed								

CURRENT HISTORICAL COUNT

All Agencies except NCSPC	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
ACH Return Per Item	447	530	416	461	346	310
ACH Notification of Change	305	335	335	332	203	170
NCSPC only						
ACH Return Per Item	182	163	230	219	193	169
ACH Notification of Change	30	37	20	29	36	23

All Agencies except NCSPC	Jul-12	Aug-12	Sep-12	Oct-12	Nov-12	Dec-12
ACH Item Adjustment Request	8	11	24	16	4	21
ACH Batch Adjustment Request	0	0	0	2	0	1
NCSPC only						
ACH Item Adjustment Request	3	0	0	0	0	0
ACH Batch Adjustment Request	0	0	0	0	0	0