

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 6304 Z1	June 12, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 18, 2020 2:00 p.m. Central Time	Julie Schiltz / Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6304 Z1 for the purpose of selecting a qualified Bidder to provide Automated Clearing House (ACH) Origination Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon notice to proceed. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION", or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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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.

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 to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order

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.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States

Automated Clearing House (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.

Automated Clearing House (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."

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 solicitation.

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 proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bid/Proposal: The offer submitted by a bidder 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 bidder will not withdraw the solicitation.

Bidder: A bidder who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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.

Central Processing Unit (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.

Change Order: Document that provides addendum/amendments to an executed purchase order or contract.

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: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

Conversion Plan: A work plan provided by the Contractor that includes a detailed description of planned activities and deliverables to ensure a successful 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 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.

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.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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 bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Individuals appointed by the requesting agency that advises and assists the procuring office in the evaluation of 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. 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.

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 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.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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 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.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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 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 Mandatory/Must and 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 – Source used for assignment of universal commodity codes to goods and services.

Nebraska Child Support Payment Center (NCSPC): Also referred to as the State Disbursement Unit (SDU); 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 Nebraska Department of Health and Human Services

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, 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: A person to whom money is paid or will be paid.

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 Contact (POC): The person designated to receive communications and to communicate.

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 Plus (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-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 solicitation, 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: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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 serves 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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.

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

Responsive Contractor: A contractor who has submitted a proposal 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.

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.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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: A person or company which pays taxes to any division of the Nebraska Department of Revenue.

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.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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 contractor 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 or service.

User: A person who uses a computer, software, or network service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

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 Mandatory/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.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

ARP – Agency Related Person

BAFO – Best and Final Offer

CCD - Cash Concentration or Disbursement

CCD+ - Cash Concentration or Disbursement plus Addendum

CHARTS – Children Have A Right To Support

COI – Certificate of Insurance

COR – Automated Notification of Change or Refused Automated Notification of Change

CPU – Central Processing Unit

CSV – Comma Separated Values

CTX – Corporate Trade Exchange

DAS – Department of Administrative Services

DDA – Demand Deposit Accounts

FTP – File Transfer Protocol

IAT – International ACH Transaction

IVR – Interactive Voice Response Unit

NACHA – National Automated Clearing House Association

NCP – Non-Custodial Parent

NCSPC - Nebraska Child Support Payment Center

NOC – Notice of Change

ODFI – Originating Depository Financial Institution

OFAC – Office of Foreign Assets Control

PFC – Payroll & Financial Center

PPD – Prearranged Payment or Deposit

PPD+ - Prearranged Payment or Deposit with Addenda

POC – Point of Contact

POS – Point of Sale

RCK – Re-present Check Entries

RDFI – Receiving Depository Financial Institution

SEC – Standard Entry Class Code

SPB – State Purchasing Bureau

UPIC – Universal Payment Identification Code

WEB – Internet Initiated Entry

ZBA – Zero Balance Account

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Bidder who will be responsible for providing Automated Clearing House (ACH) Origination Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Bidders are to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz/ Annette Walton
RFP # 6304 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Bidder is limited to the POC listed above. After the Intent to Award is issued, the Bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	June 12, 2020
2.	Last day to submit 1 st set of written questions First set of questions must be submitted via ShareFile https://nebraska.sharefile.com/r-r1691783efd44d598	June 26, 2020
3.	State responds to 1 st set of written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 10, 2020
4.	Last day to submit 2 nd set of written questions Second set of questions must be submitted via ShareFile https://nebraska.sharefile.com/r-rfee03e3ac6841c69	July 22, 2020
5.	State responds to 2 nd set of written questions	July 31, 2020
6.	Last day to submit "Notification of Intent To Submit a Proposal" Submit intent via ShareFile https://nebraska.sharefile.com/r-rfd01d36fdf545779	August 5, 2020
7.	Proposal Opening Location for mailed/hand delivered submissions: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508 Electronic submissions via ShareFile: https://nebraska.sharefile.com/r-r32ad872991e4b77b	August 18, 2020 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	August 18, 2020
9.	Evaluation period	August 19, 2020 through September 16, 2020
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
11.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	September 23, 2020
12.	Contract finalization period	September 23, 2020 through January 31, 2021
13.	Contract award	February 01, 2021
14.	Contractor start date	September 01, 2021

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6304 Z1; Automated Clearing House (ACH) Origination Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be uploaded via ShareFile. First set of questions must be submitted using the following link via ShareFile <https://nebraska.sharefile.com/r-r1691783efd44d598>. Second set of questions must be submitted using the following link via ShareFile <https://nebraska.sharefile.com/r-rfee03e3ac6841c69>. It is recommended that Bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

Bidders who intend to submit a proposal should complete a “Notification of Intent to Submit a Proposal Form” (see Form B) and submit to via ShareFile <https://nebraska.sharefile.com/r-rfd01d36fdf545779> per the Schedule of Events. A list of bidders who submitted a Notification of Intent to Submit a Proposal will be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html>.

F. COST CLARIFICATION

The State reserves the right to review all aspects of cost 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.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI 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 solicitation, requirements, or applicable state or federal laws or statutes. “Deviation”, for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

The State is accepting either electronically submitted responses or paper responses for this RFP.

To submit electronic responses:

1. For bidders submitting electronic responses:
 - a. Bidders submitting electronically can upload the response via ShareFile <https://nebraska.sharefile.com/r-r32ad872991e4b77b>

- b. Note to bidders: Not all browsers are compatible with ShareFile. Chrome, Internet Explorer and Firefox all work. Microsoft Edge does not.
 - c. In order for the bidder to receive confirmation from ShareFile that all files submitted have been received, bidder must enter contact information after clicking on the link provided.
2. The Technical, Cost Proposals, Financial Statement and Proprietary information should be uploaded as multiple separate and distinct files. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by SPB by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.
3. **ELECTRONIC PROPOSAL FILE NAMES**
 The bidder should clearly identify the uploaded RFP proposal files. Once uploaded, files are only available for 30 days after submitted. Please do not submit more than 30 days prior to bid opening. To assist in identification please use the following naming convention:
- a. RFP 6304 Z1 ABC Company, Description of service
 - b. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6304 Z1 ABC Company, Description of service File 1 of 2.

To submit paper responses:

1. Paper responses must be mailed to:
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508
2. The Technical, Cost Proposals, Financial Statements and Proprietary Information 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. The State will not furnish packaging and sealing materials.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should 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 should 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.

It is the bidder's responsibility to ensure the solicitation is received either electronically or in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

The Request for Proposal form must be manually signed in an indelible manner or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal along with any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation 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 the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

K. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation 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. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. 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.

M. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed RFP proposal if the original proposal was electronically submitted

1. If a corrected RFP proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted as final proposal. The corrected RFP file name(s) should be identified as Corrected 6304 Z1 ABC Company Proposal #1, Corrected 6304 Z1 ABC Company Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Financial Statement;
5. Completed Sections II through VI;
6. Completed Technical Approach;
7. Completed Attachment A; and
8. Completed State Cost Proposal Template

Q. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

R. **EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum 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 (Attachment A);
 - c. Meet State statute collateral requirements for State deposits;
 - d. Provide a monthly statement of collateral;
 - e. State designated representative signature before collateral is released.
2. Contractor must be a bank (Attachment A);
 - a. Contractor must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska,
 - b. Contractor agrees to cash Nebraska State Treasury and warrants issued by the Nebraska Child Support Payment Center free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. §77-2301(2)(a).
 - c. Contractor must continue the use of the State of Nebraska's UPIC numbers.
3. Financial Stability;
 - a. Contractor has financial stability to do business with the State of Nebraska.
4. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor;
 - c. whether the contractor can perform the contract within the specified time frame;
 - d. the quality of vendor 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;
6. Attachment A; and,
7. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §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 contractor, 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 contractor, 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 proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. 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
4. 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 ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria will be released with the solicitation.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. 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, identified in their proposal, 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. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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.

T. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

U. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, 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. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

V. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

W. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

X. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

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

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder’s proposal (Solicitation and properly submitted documents);
5. Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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) Amendments and Addendums to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Addendum One to Contract 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, 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 five (5) calendar days following deposit in the mail.

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.

C. NOTICE (Buyer Representative)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 provision held to be invalid or illegal.

M. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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 (Optional)**

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 solicitation.

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, including subcontractor's and their employees, provided by the Contractor.

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. **ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. **PERFORMANCE BOND**

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

The Contractor will be required to supply 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 bond must be \$500,000. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. **LIQUIDATED DAMAGES**

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

The State and the contractor agree that actual damages from a failure to perform certain requirements as set forth below and requirements as may be agreed to 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 damages for failure to perform certain requirements as set forth below and other requirements that are agreed to by contractor and the State in any contract(s) executed pursuant to this RFP.

The following is the required schedule of liquidated damages for failure to perform certain requirements set forth below and any other requirements the contractor and the State may agree to.

The damages are categorized as follows:

Standard	\$ 3,000.00 per 24 hours
High	\$ 7,500.00 per 24 hours
Critical	\$15,000.00 per 24 hours

Liquidated damages may be charged by the State for each day the Contractor fail to perform or comply with certain requirements as set forth below or requirements agreed to by the State and the contractor in the contract(s), other than failures directly caused by the State or circumstances beyond the control of the contractor or their agents (natural disasters, etc.). Such liquidated damages shall be prorated on an hourly basis. Within sixty (60) calendar days after each instance that causes liquidated damages to be due, the State will send a notice to the Contractor that liquidated damages are due. The Contractor shall pay the State any damages due within ten (10) business days of receiving such notice.

All notices as set forth in Section II.P. shall be delivered to the contractor by email(s) designated by the contractor, unless otherwise agreed to by the State and contractor. Notices shall be deemed received by the contractor when they are sent by the State.

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 of receiving such notice so the ACH Credit/Debit Origination files can be received from the State or pay liquidated damages until such situation is resolved to the satisfaction of the State.
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, or CSV exports are unavailable, contractor will either resolve the situation within four (4) hours of receiving such notice and make all required reports available to State staff or pay liquidated damages until such situation is resolved to the satisfaction of the State.
Category: Critical

3. **TRAP FILES AVAILABILITY**
 Upon being notified by the State that daily trap files for the Nebraska Department of Revenue are not available to State staff for download, contractor will either resolve the situation within four (4) hours of receiving such notice by having the trap files available for download by State staff or pay liquidated damages until such situation is resolved to the satisfaction of the State.
Category: Critical

4. **SENDING/RECEIVING OF WIRES**
 Upon being notified by the State that contractor is unable to send or receive wires, contractor will either resolve the situation within four (4) hours of receiving such notice or pay liquidated damages until such situation is resolved to the satisfaction of the State.
Category: Critical

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 of receiving such notice by making the file/transmission available to State staff or pay liquidated damages until such situation is resolved to the satisfaction of the State.
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 handle ACH returns, Reversals and Deletes according to NACHA Operating Rules will require a payment of liquidated damages to the State for each instance not handled in accordance with the NACHA Operating Rules.
 Category: Standard

7. **ACH CREDIT/DEBIT ON-US TRANSACTION POSTING**
 Contractor will post ACH transactions accurately within the NACHA Operating Rules. Contractor will correct each error made to customers account/State clients due to posting error(s) within eight (8) hours after State notifies contractor of error or pay liquidated damages for each uncorrected error until the situation is resolved to the satisfaction of the State.
Category: High

8. **CUSTOMER SERVICE**
 Contractor will provide adequate customer service support, as determined by the State, to the State and State clients/vendors. When contacted by State staff or State vendors/clients for information, customer service will provide a response back to each inquiry within four (4) hours of receiving such inquiry.

 Specific 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.
Category: Standard

 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.
Category: Standard

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 until the situation is resolved to the satisfaction of the State.
Category: Standard

Q. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Currently, Nebraska Public Power District and Lancaster County are using this contract. 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. 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.

S. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

T. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

U. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 thirty (30) calendar day's 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 termination 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) calendar 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; and,
 - i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's 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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 an 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 <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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.

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

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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. 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.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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 Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau
1526 K Street Ste. 130
Lincoln, NE 68508

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

K. ANTITRUST

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

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

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

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

P. DRUG POLICY

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

Q. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted,

Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Fees charged by the contractor will be submitted to the State through an analysis statement, allowing the State to determine how fees should be split by agencies. The State will pay the contractor by the end of the following month by an ACH transaction. 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.

D. PAYMENT (Statutory)

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

F. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

G. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records,

and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

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, revenue tax obligations, child support payment, and other kinds of payments. Rules and regulations that govern the ACH network are established by National Automated Clearing House Association (NACHA) and the Federal Reserve.

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. 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 electronically by both ACH credit and ACH debit programs.

A historical count of ACH transactions, ACH returns, and return checks processed by the State and governmental entities 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 proposals.

Following is the number of Credit and Debit ACH transactions originated by all State agencies (except the Nebraska Child Support Payment Center (NCSPC) which is listed in Exhibit 2) for Fiscal Year 2018-19 and the first half of Fiscal Year 2019-2020 by month.

Fiscal Year	ACH Transactions	Dollar Amount
2018-2019	2,619,552	\$12,110,525,243
Month	ACH Transactions	Dollar Amount
July 2019	180,095	\$ 948,851,615
August 2019	191,728	\$1,042,998,632
September 2019	168,105	\$1,070,286,612
October 2019	180,794	\$1,059,908,177
November 2019	177,009	\$1,049,525,332
December 2019	202,155	\$1,009,979,357
January 2020	178,182	\$1,201,315,739
February 2020	417,329	\$1,254,599,273
March 2020	329,433	\$1,314,178,645

B. PROJECT ENVIROMENT

While multiple State agencies will use the services, the Nebraska State Treasurer’s Office will be the point of contact for all daily banking functions and implementation of the banking services.

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 (DOR) 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
 - State Accounting (credit files only).....Direct Transmission Administrative
 - State 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 Labor – (credit and debit files)Direct 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

3. PROVIDE BANK ACCOUNT

A bank account will be established with the contractor where ACH files will be credited and debited. ACH debit files will be funded on settlement date, which could mean that the account will be in a daylight overdraft every morning. Treasury Management will wire money into the account daily so that an approximate balance of \$4 million could be maintained. However, debits and credits flowing in and out of this account in one day could be as high as \$425 million. A secure online solution is required so wires can be received and initiated by Treasury Management staff.

The Nebraska Department of Revenue (DOR) requires accounts set up as subsidiary zero balance accounts (ZBA) with funds being moved to the State’s bank account every business day.

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.

4. **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, International Game Technology PLC (IGT). 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.

b. CHARITABLE GAMING

See chart in Exhibit 2 for historical volumes.

Charitable Gaming is a division of the Nebraska Department of Revenue; it administers and collects taxes for the bingo, keno, lottery/raffle and pickle card games. The licensees (taxpayers) can file and pay taxes and fees through an EFT process.

Current Process:

After the licensee files the return information and indicates they want to pay the tax due electronically, an invoice of how much tax is due is created by SaleForce Inc. 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. The application uses the URL to redirect to the banking site.

An invoice is generated by Salesforce and the invoice page sends HTML form data to the current Contractor. This including 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 licensee.

5. NEBRASKA DEPARTMENT OF REVENUE (DOR)
See chart in Exhibit 2 for historical volumes.

a. ACH DEBIT ORIGATION SERVICES

Current Process:

DOR receives ACH transactions for a variety of tax programs. ACH files are provided to the bank for debit origination. DOR originates its own ACH debit transactions through its Payment Plan and Electronic Funds Withdrawal (EFW) programs. Transactions are also generated by DOR 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 DOR use to segregate funds for accounting purposes. DOR requires the bidder to provide this same level of service. Currently, DOR uses nine (9) bank accounts and reserves the right to add, eliminate, or combine accounts as needed. These accounts are for Individual Estimated Tax, Sales and Use Tax, Sales Tax, Business Consumer Use Tax, Withholding Tax, Individual Income Tax, Corporate Tax, Motor Fuels Tax, and E Payment.

b. ACH CREDIT PROCESSING SERVICES

Current Process:

The DOR supports receipt of credits to designated State-owned demand deposit accounts for tax payments. DOR uses Universal Payment Identification Codes (UPIC) for these designated State-owned demand deposit accounts. The DOR provides taxpayers with file format requirements and the appropriate UPIC for the type of tax being paid. The contractor must provide DOR with a daily file containing the offset credits from these ACH Credit files.

c. PAYMENT SCHEDULING SYSTEM.

Current Process:

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

DOR utilizes 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 allows 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 allows 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 allows the taxpayer to log in via a secure application to initiate payments for all types of EFT tax payments supported by DOR. The IVR component of this service must provide toll-free access using a state specified telephone number. The application accepts Nebraska taxpayer ID number or social security number (SSN), and accommodate single entry and recurring payments. The application provides reports online, allow the taxpayer to easily review payment history and pending payments, and allows the taxpayer to set up bank account information for multiple bank accounts.

Requirements:

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. If the payment system allows for mobile functionality, describe the interface. Functionality to include;

Schedule a tax payment – taxpayer should be able to enter:

- a. Payment amount in dollars and cents.
- 1) 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.
- 2) Tax Period End Date (MMDDYYYY). This can be for past dates, but should not be for future dates or before 01011968 (January 1, 1968).
- 3) Nebraska ID Number. The system must verify that the entered Nebraska ID Number is a valid licensed DOR taxpayer – be present on the DOR business master file.
- 4) 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.

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. 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.

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 taxpayers should be able to originate payments. Payments originated by unregistered taxpayers should require fewer pages to navigate. Registered taxpayer 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 taxpayer.
- 1) Show payment detail
 - 2) Show bank account detail
 - 3) Allow taxpayer to enter email address and phone number 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 taxpayer authentication. Authentication functionality should include at a minimum the same functionality supported in the current ACH payment scheduling system.
- 1) Currently a taxpayer is authenticated using their Nebraska taxpayer ID number or SSN and system-specific password.
 - a. First time taxpayers 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 DOR and the selected bidder. Updates to this file are provided daily by DOR.
 - c. For taxpayers making individual income tax payments, DOR does not provide preregistration data to the contractor; instead taxpayers must self-register by entering their SSNs through the ACH Payment Scheduling system.
 - d. Bidders must provide descriptions of their solutions for taxpayer authentication.
 - 1. Provide the taxpayer with the ability to change his or her password.
- h. The ACH payment scheduling system must provide an internal Web-based administrative site for DOR taxpayers. This system will be used by DOR to perform a variety of functions:

- 1) Schedule payments at taxpayer request
 - 2) Cancel payments at taxpayer request
 - 3) Update payments at taxpayer request
 - 4) Inquire on pending and past payments
 - 5) Reset passwords at taxpayer request
- i. The ACH payment scheduling system must be able to support all tax categories allowing EFT supported by DOR and allow for the addition of new tax programs at the request of the DOR throughout the life of this contract.
 - j. 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 DOR. 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.
 - k. DOR receives and transmits files with the ACH payment scheduling system vendor via secure FTP. Exhibit 3 provides specifications for each file. These files include but not limited to:
 - l. Daily Remittance report containing payment information about debit transactions originated by the ACH payment scheduling system.
 - m. Pre-Registration Response File. This file serves as an acknowledgment from the ACH payment scheduling system that the DOR Pre-registration file has been received.
 - n. Revenue Pre-registration File. This is a copy of the DOR Business Master File used by the ACH payment scheduling system to authenticate taxpayers. Once this file is initially provided, only daily adds, changes, and deletes are sent.
6. **UNIVERSITY OF NEBRASKA**
- a. ACH ORIGINATION SERVICES

Current Process:

SAP is a business software vendor used for the UN business enterprise solution. The UN and NSCS use SAP Payroll for processing monthly and biweekly net pay results. 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. There are no agency-specific requirements that need a response.

7. **NEBRASKA CHILD SUPPORT PAYMENT CENTER**
- a. ACH ORIGINATION 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 NCSPC also debits Non-Custodial parents checking and savings accounts via an ACH transaction for child support payments. The State Treasurer's Office will maintain a separate demand deposit account for NCSPC. All NCSPC analysis activity must be billed monthly to NCSPC. 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. Currently \$10 million is pledged.

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. There are no agency-specific requirements that need a response.

8. **NEBRASKA DEPARTMENT OF LABOR - UNEMPLOYMENT INSURANCE**
a. ACH ORIGINATION SERVICES

Current Process:

The Department of Labor has three (3) daily files, which are both debit and credit files. The batch information is verified by a secure email, it includes the number of transactions and the file amounts, and whether they are debits or credits. After information is received and verified a confirmation is made electronically. Tax payments are accepted via UIConnect, their online data and payment system, which can push or pull payment from employer accounts. Batches of unemployment benefit payments are produced by GeoSolutions. See chart in Exhibit 2 for historical volumes.

9. **TREASURY MANAGEMENT**
a. ACH ORIGINATION 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 online solution 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.

Treasury Management handles the ACH returns for State Agencies other than NCSPC and the Department of Labor. Daily Return Settlement report is printed and staff identifies which agency the money should be returned to. An entry for the return is made in the accounting system and a copy of the entry is sent to the proper agency. Returns should be listed on the previous and current day reports separately and not netted from receipts.

Treasury Management requires the contractor to provide an online application to initiate a re-presented check entry (RCK) through the ACH network in attempt to collect the debt on insufficient fund checks. This is a service that TM provides to any agencies that want to use it.

10. **STATE ACCOUNTING**
a. ACH ORIGINATION

Current Process:

State Accounting 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 State Accounting to transmit IRS tax payments and occasional payroll PPD credits. See chart in Exhibit 2 for historical volumes.

State Accounting will use some or all of the requirements. There are no agency-specific requirements that need a response.

11. **Universal Payment Identification Code (UPIC)**

The State requires the contractor to use UPIC account numbers. 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 when the opportunity. The State will use the existing UPIC numbers that are in place and expand the use in the right situation. 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 2018, UPIC numbers were used 948,104 times with a dollar volume of \$4,686,459,281. UPIC numbers were used 1,406,765 times with a dollar volume of \$5,130,838,567 in the calendar year 2019.

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.

12. **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.

C. BUSINESS REQUIREMENTS

1. The Contractor is responsible to research Nebraska Revised Statutes for legal responsibilities when doing business with the State. State statutes and the Nebraska Constitution include but are not limited to:

Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination
Neb. Rev. Stat § 73-205(3)—Technology Access Standards
Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received
Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration
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 and the contractor is required to pledge 102 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis by the bank and the holding company emailed to NST.TMStaff@nebraska.gov. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released. The contractor must provide statutorily required collateral, currently estimated to be up to \$50 million, without exceptions or be excluded from further award consideration.

Collateral requirement are required for the maximum daily ledger balance, below is the monthly average from July 2019 to December 2019:

January 2019	\$4,404,271
February 2019	\$3,725,272
March 2019	\$3,938,049
April 2019	\$4,117,922
May 2019	\$3,405,645
June 2019	\$3,184,488
July 2019	\$3,409,620
August 2019	\$2,466,095
September 2019	\$2,588,483
October 2019	\$2,979,269
November 2019	\$3,143,192
December 2019	\$3,577,684

3. **ACH ORIGINATION BUSINESS REQUIREMENTS**

The contractor must comply with the following items:

- a. 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.
- b. 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

January 2019	21,773	\$33,072,059
February 2019	30,873	\$30,963,022
March 2019	43,882	\$32,390,474
April 2019	56,428	\$36,366,996
May 2019	39,073	\$36,338,948
June 2019	28,125	\$26,136,292
July 2019	24,827	\$27,725,441
August 2019	21,608	\$26,931,084
September 2019	22,462	\$30,898,863
October 2019	23,087	\$30,049,204
November 2019	20,403	\$27,508,178
December 2019	19,707	\$34,351,366

Cleared NCSPC Warrants

January 2019	1961	\$423,061.30
February 2019	1889	\$362,595.44
March 2019	2738	\$674,004.14
April 2019	2825	\$695,547.85
May 2019	2433	\$515,931.39
June 2019	1839	\$365,405.52
July 2019	2131	\$396,399
August 2019	1878	\$345,155
September 2019	1845	\$385,074
October 2019	1981	\$393,227
November 2019	1939	\$411,445
December 2019	1906	\$413,202

- c. 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.
- d. 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. 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.
- e. The contractor must keep the State educated on all changes to the rules and regulations by providing training or materials.
- f. The contractor will detail the process the State will use to export using a CSV format the daily bank activity from an online/internet based information reporting application, and in which format the contractor will allow the State to use. (Examples are listed in Exhibit 1 and the contractor must use one of the four formats
- g. The contractor must provide credit limit for the day on State accounts of \$400 million to allow a wire to be posted to cover the debits for the day.
- h. The contractor must provide debit limit for the day on State accounts of \$400 million. Largest to date was \$373,933,963 for one (1) day.
- i. Provide the State Treasurer's Office, through a mutually agreed electronic transmission method, the amount of receipted funds credited to those accounts designated by the State by open of business Central Time on the effective settlement date. The money must be available for withdrawal by 8:30 AM CT.
- j. Retain existing UPIC numbers with the option to add or delete numbers.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should 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 the 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; format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should 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 and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. Bidder should provide financial statements in a separate file. 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, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should 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.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

c. 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 should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should 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 should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. 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.

g. **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.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this solicitation 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 should address the following:

- 1) Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The bidder'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 should identify whether the work was performed as the prime bidder or as a Subcontractor. If a bidder performed as the prime bidder, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- 2) Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- 3) If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

4. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should 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 should 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 solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should 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.

a. **SUBCONTRACTORS**

If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:

- 1) name, address, and telephone number of the Subcontractor(s)
- 2) specific tasks for each Subcontractor(s)
- 3) percentage of performance hours intended for each Subcontract
- 4) total percentage of Subcontractor(s) performance hours

5. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6304 Z1

Form A should be completed and submitted with each response to this solicitation. 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 should 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:	

Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 6304 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Submit Proposal" form should be submitted to the State Purchasing Bureau via ShareFile <https://nebraska.sharefile.com/r-rfd01d36fdf545779> by the date shown in the Schedule of Events.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the Bidder guarantees compliance with

BIDDER MUST COMPLETE THE FOLLOWING

the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. “Nebraska Contractor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	