

State of Nebraska

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

SOLICITATION NUMBER	RELEASE DATE
RFP 6556 Z1	May 21, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 10, 2021, 2:00 P.M. Central Time	Annette Walton / Connie Heinrichs

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 6556 Z1 for the purpose of selecting a qualified bidder to provide Merchant Card 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 six (6) years commencing upon notice to proceed. The Contract includes the option to renew for three (3) additional two (2) 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 contractor'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. Contractor must request that proprietary information be excluded from the posting. The contractor 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 then determine, in its sole discretion, PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then 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. (See Neb. Rev. Stat. § 84-712.05(3)) 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.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	iv
ACRONYM LIST	xiii
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS.....	2
E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL	2
F. COST CLARIFICATION.....	3
G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS ((§ 21-2,203 Statutory).....	3
H. ETHICS IN PUBLIC CONTRACTING	3
I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
J. SUBMISSION OF PROPOSALS	3
K. PROPOSAL PREPARATION COSTS	4
L. DISCOUNTS.....	4
M. PRICES	4
N. COST CLARIFICATION.....	5
O. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	5
P. PROPOSAL CORRECTIONS.....	5
Q. LATE PROPOSALS.....	5
R. PROPOSAL OPENING.....	5
S. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS	5
T. EVALUATION COMMITTEE.....	5
U. EVALUATION OF PROPOSALS	6
V. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
W. BEST AND FINAL OFFER.....	7
X. REFERENCE AND CREDIT CHECKS	7
Y. AWARD	7
Z. ALTERNATE/EQUIVALENT PROPOSALS	7
AA. LUMP SUM OR "ALL OR NONE" PROPOSALS	7
BB. REJECTION OF PROPOSALS	8
II. TERMS AND CONDITIONS	9
A. GENERAL.....	9
B. NOTIFICATION	10
C. BUYER'S REPRESENTATIVE	10
D. GOVERNING LAW (Statutory)	10
E. BEGINNING OF WORK.....	10
F. AMENDMENT.....	10
G. CHANGE ORDERS OR SUBSTITUTIONS	11
H. VENDOR PERFORMANCE REPORT(S)	11
I. NOTICE OF POTENTIAL CONTRACTOR BREACH	11
J. BREACH.....	12
K. NON-WAIVER OF BREACH.....	12
L. SEVERABILITY	12
M. INDEMNIFICATION	13
N. ATTORNEY'S FEES	14
O. PERFORMANCE BOND.....	14
P. LIQUIDATED DAMAGES	14
Q. ASSIGNMENT, SALE, OR MERGER	15

R.	CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	16
S.	FORCE MAJEURE	16
T.	CONFIDENTIALITY	16
U.	EARLY TERMINATION	17
V.	CONTRACT CLOSEOUT	17
III.	CONTRACTOR DUTIES	19
A.	INDEPENDENT CONTRACTOR / OBLIGATIONS.....	19
B.	EMPLOYEE WORK ELIGIBILITY STATUS.....	20
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)	20
D.	COOPERATION WITH OTHER CONTRACTORS	20
E.	PERMITS, REGULATIONS, LAWS	21
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	21
G.	INSURANCE REQUIREMENTS.....	21
H.	ANTITRUST.....	24
I.	CONFLICT OF INTEREST	24
J.	ADVERTISING	24
K.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	24
L.	DISASTER RECOVERY/BACK UP PLAN.....	25
M.	DRUG POLICY	25
N.	WARRANTY	25
IV.	PAYMENT	26
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	26
B.	TAXES (Statutory)	26
C.	INVOICES.....	26
D.	INSPECTION AND APPROVAL	26
E.	PAYMENT (Statutory).....	26
F.	LATE PAYMENT (Statutory).....	27
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	27
H.	RIGHT TO AUDIT (Statutory)	27
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	28
A.	PROJECT OVERVIEW	28
B.	PROJECT ENVIRONMENT.....	28
C.	BUSINESS REQUIREMENTS.....	28
D.	SCOPE OF WORK.....	29
E.	CURRENT PROJECT ENVIRONMENT	30
F.	TECHNICAL REQUIREMENTS.....	33
G.	PROJECT PLANNING AND MANAGEMENT.....	33
H.	PROPOSED RESOLUTION	33
I.	PROVIDE POST IMPLEMENTATION SUPPORT	33
J.	DELIVERABLES.....	33
VI.	PROPOSAL INSTRUCTIONS	34
A.	PROPOSAL SUBMISSION.....	34
	Form A BIDDER Proposal Point of Contact	37
	Form B Notification of Intent to Submit Proposal	38

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 services and the means used for testing such performance.

Account Number (as it relates to Credit Cards): The 16-digit account number that appears on all valid credit, debit, and stored-value cards.

Acquirer (Credit Card): A bankcard association member who initiates and maintains relationships with merchants who accept payment cards; the financial institution (FI) that contracts with a merchant to initiate payment requests to a credit card association or credit card company in the context of credit and debit card payments.

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

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

Address Verification Service: Enables merchants to verify a cardholder's billing address before completing a transaction.

After Receipt of Order: 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: A 13-digit alpha/numeric identifier. An ARP is any individual whose information is stored in CHARTS.

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.

Assessment Fees: Fees that are charged by the card associations for processing a credit card transaction. Assessments are paid to the card associations to partially fund the association's activities, chargebacks, overhead, and advertising.

Authorization: The process of verifying that the payment card has sufficient funds available to cover the amount of the transaction and that the card is authentic and not reported as stolen. An authorization number is obtained for every sale.

Authorization Fees/Costs: Fees charged by the merchant bank that pass through to the authorization vendor in order to obtain the electronic approval to complete credit card transactions at the point-of-sale. This is the cost associated with authorization of credit card transactions, including telecommunication charges

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

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

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 bid.

Bidder: A vendor 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 to Business: Describes commerce transactions between businesses, such as between a manufacturer and a wholesaler, or between a wholesaler and a retailer.

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 or contract without expectation of conducting or performing it at a later time.

Cardholder: A person who uses a payment card to purchase goods and services.

Card Issuer: A financial institution/or entity that issues a payment card.

Card Not Present: When a card number is communicated verbally or otherwise conveyed manually (such as being entered into a form on the Internet). In a card-not-present transaction, the magnetic stripe or chip is not read, and the card is not visible to the cashier.

Card Present: When a card is physically presented at the time of a transaction and the magnetic stripe or chip is read in a terminal. The information from the stripe is transmitted as part of the transaction.

Card Processor: A third party which provides transaction processing and other services for a card issuer or acquirer.

Central Processing Unit: 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.

Chain or group: A number used to group agency MIDs together, allowing deposits to be made at the chain level rather than the MID level.

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

Chargeback: The act of an issuing bank returning a previously authorized transaction to the merchant sponsoring bank due to some defect or dispute of the transaction. When the merchant is notified of the dispute, the merchant must respond to the chargeback, offering proof of validity for the transaction.

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

Chip: An integrated microchip that is embedded into a plastic credit or debit card.

Chip Card: A plastic payment card with an embedded computer chip that communicates information to a chip-reading device during the transaction process.

Collateral: The assets being used as security for State funds on deposit. 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: A file that stores tabular data (numbers and text) in plain-text form and consists of any number of records, separated by line breaks of some kind; each record consists of fields, separated by some other character or string, most commonly a literal comma or tab. Usually, all records have an identical sequence of fields.

Commercial Card: A payment card issued to business entities to cover expenses such as travel, entertainment, and purchasing.

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

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.

Convenience Fees (As defined by MasterCard): A merchant is permitted to charge a fee (such as a bona fide commission, postage, expedited services or convenience fee, and the like) if the fee is imposed on all like transactions regardless of the form of payment used.

Convenience Fees (As defined by Visa): A convenience fee can be levied for a cardholder's use of a special service rendered at the time payment is made. Unlike a surcharge, a convenience fee is not a charge for the payment service itself, but is a fee linked with the transaction such as the use of a Voice Response Unit (VRU).

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 provides goods or services under the terms of a written solicitation.

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

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

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

Copy Request: A request by a card issuer to an acquirer for a copy or facsimile of a sales receipt for a disputed transaction. Depending on where sales receipts are stored, the acquirer either fulfills the copy request itself or forwards it to the merchant for fulfillment. A copy request is also known as a retrieval request.

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.

Credit Card: A payment card issued by a company to an individual or other company that allows the user to purchase goods and services from merchants who accept the card.

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.

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.

Debit Card (Check Card): A payment card issued by a company (usually a financial institution) to an individual or other company that allows the user to purchase goods and services from merchants who accept the card. The card accesses the user's depository account (Demand Deposit Account (DDA)/checking account for funding.

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

Demand Deposit Accounts: 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.

Disaster Recovery: The restoration of systems and communications after an outage or disaster.

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.

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.

Europay, Mastercard, and Visa: The distinguishing feature of EMV is that the consumer payment application is resident in a secure chip that is embedded in a plastic payment card, often referred to as a chip card or smart card, or in a personal device such as a mobile phone. The chip provides three key elements – it can store information; it can perform processing; and because it is a secure element, it is able to store secret information securely, and perform cryptographic processing. These capabilities provide the means for secure consumer payments.

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: Individual(s) selected by the requesting agency for the evaluation of a Request for Proposal.

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

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

Financial Institution: A State or national bank, a State or federal savings and loan association, a mutual savings bank, or a State or federal credit union chartered to do business in the State of Nebraska.

Fiscal Year: The 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.

Gateway: An online equivalent of a credit card terminal.

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: Allows customers to interact with a company's host system via a telephone keypad or by speech recognition. May also be referred to as Voice Response Unit (VRU).

Interchange: The association function that enables members to exchange payment card transaction data and funds on a standardized basis.

Interchange Fee/Rate: The rate defined by the card brands for transactions based on Point-of-sale (POS) characteristics, such as whether the card is present, whether the request was processed electronically, how much the transaction was for and how much data is provided with the financial transaction. The fee is charged to the acquirer and paid to the issuer.

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

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

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

Issuer: A financial institution 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.

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

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

KidCare: A proprietary payment processing system for processing child support payments used by the Nebraska Child Support Payment Center.

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

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.

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.

Magnetic Stripe: A magnetic stripe on the back of all cards encoded with account information as specified by Association regulations. The stripe is "read" when a card is swiped through a POS terminal. On a valid card, the account number on the magnetic stripe matches the account number on the card.

Magnetic-Stripe Reader: The component of a point-of-sale device that electronically reads the information on a payment card's magnetic stripe.

Mail Order/Telephone Order: A merchant, market, or sales environment in which mail or telephone sales are the primary or a major source of income. Such transactions are frequently charged to customers' bankcard accounts.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Merchant: An entity that accepts payment cards as payment for goods and services.

Merchant Agreement: The contract between a merchant and a merchant bank under which the merchant participates in the Visa, MasterCard, Discover, and American Express payment system, accepts cards for payment of goods and services, and agrees to abide by certain rules governing the acceptance and processing of Visa, MasterCard, Discover, and American Express transactions. Merchant agreements may stipulate merchant liability with regard to chargebacks and may specify time frames within which merchants are to deposit transactions and respond to requests for information.

Merchant Bank: A financial institution that enters into agreements with merchants in order to accept credit, debit, and stored value cards as payment for goods and services; also called acquirer or acquiring bank.

Merchant Number or Merchant Identification Number: An identifying number assigned to each merchant. Each department or location that accepts payment cards has its own unique merchant number.

Merchant Processor: A company that handles or provides transaction and sometimes data processing services for merchants.

Merchant Statement: The statement shows how much processing was done by the merchant during the month and what fees were incurred as a result.

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: 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.

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

Nebraska Department of Revenue: To facilitate the proper functioning of the state by accurately and efficiently collecting and distributing state and local revenues and administering the state revenue laws.

Nebraska Interactive, LLC. D/B/A NIC Nebraska: 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. The NSRB contracts with Nebraska.gov for the management of the portal.

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

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

Online Debit: A debit card transaction requiring a personal identification number (PIN) which authorizes and posts on a real-time basis against the source DDA.

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 and 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.

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

Payment Card: A broad term applying to any magnetic coded card used to make purchases.

Payment Card Industry Data Security Standards: A comprehensive set of international security requirements for protecting cardholder data. The PCI DSS was developed by the major card brands to help facilitate the broad adoption of consistent data security measures on a global basis.

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

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

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.

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

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: The person designated to receive communications and to communicate.

Point-of-sale: The place where a retail transaction is completed. The point at which a customer makes a payment to the merchant in exchange for goods or services.

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

Prearranged Payment or Deposit: 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: 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.

Processing Costs: The cost the merchant bank incurs to “process” credit card transactions. This includes settlement of items to the Associations, generating merchant statements, chargeback and retrieval processing, national account management team, customer service, training, programming terminals, payment of funds, and technical development.

Processor: An organization that is connected to a payment card association and provides authorization, clearing, and settlement services on behalf of a member.

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 bidder 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 by the opening date and time 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.

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.

Refunds: The partial or entire amount of the original sales transaction given back to the cardholder.

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

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

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

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

Sales Draft/Receipt: The paper form used by the merchant, and signed by the cardholder, to document the transaction.

Secure Sockets Layer: Cryptographic protocols which are designed to provide communication security over the Internet.

Settlement (Credit Card): The process of sending the merchant's batch to the network for processing and payment.

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

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.

Tear Sheet: See definition for Value-Added Reseller Sheet.

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 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.

Transaction (as it relates to credit cards): The act between a cardholder and merchant that results in the sale of goods or services.

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

Value-Added Reseller Sheet: A file that contains important payment processing information, such as: Merchant Identification Number; Merchant account information; Business details; Processor Information; Industry codes or MCC. A VAR sheet enables communication between the gateway and the merchant account. Also referred to as a Tear sheet.

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

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

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 Account: A ZBA is 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

AVS – Address Verification Service

ARO – After Receipt of Order

ARP – Agency Related Person

ACH – Automated Clearing House

BAFO – Best and Final Offer

B2B – Business to Business

COI – Certificate of Insurance

CPU – Central Processing Unit

CHARTS – Children Have A Right To Support

CSV – Comma-Separated Values

DDA – Demand Deposit Account

DAS – Department of Administrative Services

DOR – Nebraska Department of Revenue

EMV – Europay, Mastercard and Visa

FTP – File Transfer Protocol

FI – Financial Institution

IVR – Interactive Voice Response

MO/TO – Mail Order/Telephone Order

MID – Merchant Identification Number

NACHA – National Automated Clearing House Association

NIGP – National Institute for Governmental Purchasing

NIC - Nebraska Interactive, LLC.

NCP - Non-Custodial Parent

NCSPC – Nebraska Child Support Payment Center

NSRB – Nebraska State Records Board

PCI DSS – Payment Card Industry Data Security Standards

POS – Point of Sale

PPD – Prearranged Payment or Deposit

PPD+ - Prearranged Payment of Deposit

RFP – Request for Proposal

SSL – Secure Sockets Layer

SPB – State Purchasing Bureau

VAR – Value-Added Reseller Sheet

VRU – Voice Response Unit

WEB – Internet Initiated Entry

ZBA – Zero Balance Account

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractor who will be responsible for providing Merchant Card Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work and Proposal instructions, may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected 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: Annette Walton/Connie Heinrichs
6556 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-1428

E-Mail: annette.walton@nebraska.gov connie.heinrichs@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor 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. Contractors 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 contractor'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	May 21, 2021
2.	Last day to submit written questions	June 11, 2021
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 25, 2021
4.	Last day to submit written questions for 2 nd round	July 2, 2021
5.	State responds to 2 nd round written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 16, 2021
6.	Last day to submit "Notification of Intent To Submit a Proposal"	July 23, 2021
7.	Proposal Opening Location: Virtual Proposal Opening Via Zoom	August 10, 2021 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	August 11, 2021
9.	Evaluation period	August 11, 2021 Through August 31, 2021
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 1, 2021
12.	Contract finalization period	September 1, 2021 Through September 30, 2021
13.	Contract award	TBD
14.	Contractor start date	TBD

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be received by State Purchasing Bureau and clearly named "RFP Number 6556 Z1; Merchant Card Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Vendors 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.

Questions should be uploaded using the following link via ShareFile <https://nebraska.sharefile.com/r-r4d871a10491d4369a4ab9acb767e3e3d>

2nd round of Questions and Answers – submit questions via ShareFile <https://nebraska.sharefile.com/r-r972259e08c41454b86073b45619fe48d>

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 deliver the form via ShareFile for the solicitation per the Schedule of Events. A list of bidders who submitted a Notification of Intent to Submit a Proposal will be posted at <http://das.nebraska.gov/materiel/purchasing.html>.

Link to submit Notification of Intent to Submit a Proposal via ShareFile: <https://nebraska.sharefile.com/r-r5e5f2006534e47829e21d478e61e7fe1>

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 ((§ 21-2,203 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 bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produced a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate 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 award or intent to award, or terminate a contract if an ethical violation has been committed, which includes, but is 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. Utilizing 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 contractor 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. The State discourages deviations and reserves the right to reject proposed deviations

J. SUBMISSION OF PROPOSALS

The State is accepting only electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

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 and Attachment A 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 RFP is electronically submitted and received by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP 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 RFP 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.

1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link <https://nebraska.sharefile.com/r-r2c1ffbf1cea047a49d77393f7448b0d7>

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. **ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

 - i. Single Response
 - a) RFP 6556 Z1, Company Name, Description of Service Technical File 1 of 3;
 - b) RFP 6556 Z1 Company Name, Description of Service, Cost Proposal File 2 of 3;
 - c) RFP 6556 Z1 Company Name, Description of Service, Proprietary File 3 of 3
 - ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
 - a) RFP 6556 Z1 Company Name, Description of Service, Proposal 1, Technical, File 1 of 3;
 - b) RFP 6556 Z1, Company Name, Description of Service, Proposal 1 Cost Proposal; File 2 of 3;
 - c) RFP 6556 Z1, Company Name, Description of Service Proposal 1, Proprietary, File 3 of 3.

Proposal responses should include the completed Form A, "Contact Information". The RFP number should be included in all correspondence.

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. 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.

M. 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.

N. 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.

O. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resulting 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 from further bidding.

P. 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
 - a. "Corrected 6556 Z1 ABC Company Proposal #1";
 - b. "Corrected 6556 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.

Q. LATE PROPOSALS

Proposals received after the proposal opening will be considered late and not be evaluated. The State is not responsible for proposals that are late or lost regardless of cause or fault.

R. PROPOSAL OPENING

The opening of proposals will be a virtual, public opening and the contractors will be announced. Proposals **WILL NOT** be available for viewing 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. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

Link to attend the Zoom Virtual Proposal Opening

<https://us02web.zoom.us/j/87867029789?pwd=YTE0bXJDQU04dW5ETGlsOGhiUGRuQT09>

S. 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 to include Attachment A;
7. Completed State Cost Proposal Template.

T. 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.

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.

U. 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. Corporate Overview:
2. Technical Approach including but not limited to Attachment A; and,
3. 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 weighting will be released with the solicitation.

V. 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 contractor 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.

W. 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.

X. 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 bidders' clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

Y. 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 contractor'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 contractor 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>

Z. 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 or any other agreement/contract 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.

AA. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a

“lump sum” proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

BB. 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 the proposal. Bidder should 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 bidder 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. Contractor’s proposal (Solicitation and properly submitted documents);
5. The executed Contract and 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 or addenda, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor’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:

Contractor 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, electronically 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. BUYER'S 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 awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

This Contract may be amended only 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. 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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor’s breach.

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:

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the contract for the same or a different breach, or 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 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 (§81-8,294), Tort (§81-8,209), and Contract Claim Acts (§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 in any contract 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 contract, 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 shall agree to a schedule of fees for failure to perform certain requirements in any contract executed pursuant to this RFP.

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

These fees are categorized as follows:

- Standard \$ 2,000.00 per 24 hours
- High \$ 5,000.00 per 24 hours
- Critical \$10,000.00 per 24 hours

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

1. ACCEPTANCE OF CREDIT CARD BATCHES

Upon being notified by a State Agency that Contractor was not able to accept credit card transaction batches/files (by any method used by State Agencies to transmit files/batches), Contractor will either resolve the situation within two (2) hours so the credit card transaction batches/files can be received from the State or pay liquidated damages.

Category: Critical

2. ABILITY TO ACCESS DAILY SETTLEMENT REPORT

Upon being notified by the State that daily settlement reports are unavailable, Contractor will either resolve the situation within two (2) hours so reconciliation of deposits can be done or pay liquidated damages.

Category: High

3. 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, and comma-separated value (CSV) exports are unavailable, Contractor will either resolve the situation within four hours and make all required reports available to State staff or pay liquidated damages.

Category: High

4. CUSTOMER SERVICE

Upon being notified by the State that Contractor's customer service is unable to resolve terminal, authorization or transmission issues, the Contractor will resolve the issue(s) within four (4) hours or pay liquidated damages.

Category: High

5. SENDING/RECEIVING OF WIRES

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

Category: Standard

6. RFP REQUIRED REPORTING

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

Category: Standard

As to any liquidated damages owing hereunder, Contractor will pay liquidated damages to State by the tenth (10th) Business Day of the month following the month that the damages were reported to the Contractor. The State has 60 days after the incident to contact the Contractor to pay liquidated damages.

7. UNRESOLVED REQUIREMENTS

All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the Contractor.

All Critical category requirements will double in liquidated damages payment if not resolved with 24 hours after notification to the Contractor.

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

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 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 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 bidder'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’s employees.

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. 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.

F. 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.

G. 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
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 Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000 Aggregate
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:

Agency Nebraska State Purchasing Bureau
 Attn: Annette Walton
 Solicitation Number: 6556 Z1 / Contract # XXXXX O4
 Email address: annette.walton@nebraska.gov

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.

H. 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.

I. 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 RFP 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.

J. 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.

K. 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.

L. 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, 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. The Contractor shall provide an ISO 22301 providing additional disaster recovery information.

M. 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.

N. 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:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. 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.

The State Treasurer’s Office will work with the contractor and the State agencies to set up the payment process for merchant fees. The State Treasurer will require that most State agencies’ merchant fees be debited from the State bank account. A few State agencies require an invoice instead of being debited.

Bidder may not, under any circumstances, propose the netting of merchant fees or the withholding of revenue out of daily batch settlements for any services.

D. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. 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.

F. 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).

G. 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 year 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 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.

H. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a 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 bidder should provide the following information in response to this solicitation.

A. PROJECT OVERVIEW

The State Treasurer's Office is requesting proposals for payment card acceptance, processing, and support services for State Agencies including governmental entities and political subdivisions that wish to participate.

B. PROJECT ENVIRONMENT

As of March 2021, there are approximately 299 merchant identification numbers (MIDs) used to accept transactions via the internet or terminals. All figures provided in the RFP represent a historical count of credit and debit card transactions processed by the State. These figures are not a guarantee of future transaction counts.

Exhibit 1 provides transaction counts and dollars processed per agency for 2019 and the fees paid.

Exhibit 2 provides transaction counts, dollars processed, and fees paid per agency for all of 2020 along with the number of Merchant Identification Numbers (MIDs). The State Treasurer's Office will be the point of contact for all daily banking functions and implementation of the services for any state agency, board, commission, the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Exhibit 3 illustrates the State agency transaction counts and dollars by card type for all of 2020. 2020 numbers are not a true representation of the State's merchant activity as a result of the global pandemic and the subsequent closures and cancellations.

C. BUSINESS REQUIREMENTS

1. 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. §§ 77-2387, 77-2389, 77-2395, and 77-2398. Collateral requirements are applicable to all State Agency accounts. Market value of securities shall be 102 percent of the ledger balance. The State requires a statement of collateral from the bank and the holding company provided on a calendar month basis. The statement shall be received by the Treasurer's Office no later than the 15th of the month for the previous month ending market value. The agreement for collateral arrangements must require the signature of an authorized Treasury Management representative before collateral for the State can be released. Other collateral options are a Letter of Credit and the Pooled Method for Collateral with Nebraska Bankers Insurance and Services Company.

Collateral requirements are required for the maximum daily ledger balance and are required to be pledged at 102% of that balance. Following are the highest monthly balances from January 2020 to December 2020.

January 2020	\$1,873,667
February 2020	\$1,434,534
March 2020	\$2,735,399
April 2020	\$ 894,143
May 2020	\$ 937,639
June 2020	\$1,187,250
July 2020	\$ 893,915
August 2020	\$1,554,886
September 2020	\$1,188,531
October 2020	\$ 815,149
November 2020	\$1,254,813
December 2020	\$ 751,312

Separate collateral requirements are required for Nebraska Child Support Payment Center's bank account. The following is the highest monthly balance from January 2020 to December 2020. If a daily transfer would occur there would not be a need for additional collateral on a daily basis. However, due to the proposed cost of a wire transfer collateral could be required.

January 2020	\$179,691
February 2020	\$167,007
March 2020	\$130,029

April 2020	\$123,626
May 2020	\$143,862
June 2020	\$118,488
July 2020	\$127,992
August 2020	\$145,365
September 2020	\$161,378
October 2020	\$151,104
November 2020	\$224,719
December 2020	\$178,357

2. BUSINESS REQUIREMENTS

Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sub-sections a – g are provided by the bidder.

- a. The bidder should be a member of Visa and/or MasterCard Card Association.
- b. The contractor must not sell or use cardholder information, including names and addresses, for purposes other than those agreed upon in writing with the State Treasurer's Office.
- c. The contractor must keep the State, University, State Colleges, cities, counties, and political subdivisions educated in advance of all up-coming changes to the rules and regulations that would affect the State, University, State Colleges, cities, counties, and other political subdivisions by providing training or materials related to the update, or new rules and regulations.
- d. The contractor should also proactively approach the State, University, State Colleges, cities, counties, and other political subdivisions regarding managing and minimizing transaction rates/fees via email.
- e. PAYMENT OF MERCHANT FEES
 - i. The State Treasurer's Office will work with the contractor and the State Agencies, University and State Colleges to set up the payment of merchant fees. The State Treasurer will require that most state agency, board, commission, the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska merchant fees be debited from the State account. University Campuses will require an invoice rather than an account debit.
 - f. Currently the State uses 450 credit card terminals. A list of current terminals being used is listed in Attachment A.

D. SCOPE OF WORK

The following information provides a description of the project and additional State and University specific requirements. The contractor must work with current vendors of the State Agencies, University and State Colleges and discuss any issues or concerns that may arise during transition or implementation.

1. BASIC REQUIREMENTS

- a. Credit and debit card acceptance and processing
- b. Support services for credit and debit cards
- c. Online reporting services
- d. Acceptance for MasterCard, Visa, Discover and American Express cards. Not all agencies accept Discover and/or American Express.
- e. Next day settlement and availability of funds
- f. National Automated Clearing House Association (NACHA) Customer Initiated Entry (CIE), Cash Concentration or Disbursement plus Addendum (CCD+) or Prearranged Payment or Deposit plus Addendum (PPD+) formatted receipt files are used to populate agency database tables
- g. Real time processing

E. CURRENT PROJECT ENVIRONMENT

1. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)

Current Process:

NCSPC payments for credit card transactions are shown on the contractor's previous day reporting provided the payment was processed by 11 PM CT. The credits are reflected as a Miscellaneous Credit(s) for each merchant ID.

Receipt information made on the NCSPC website is entered by the payor and redirected to the contractor's website and transmitted to the processor. A report of the previous day's payments are retrieved from the contractor's website and contains an excel spreadsheet with the totals and payors' information (name, phone number, and Agency Related Person(ARP) ID) and a text file is retrieved from the website in a NACHA CIE format that populates database tables within KidCare.

The automated phone system processes (IVR) payments in a similar manner. The payor is assigned a unique bank card ID which identifies his/her payor information. Once the system has identified the payor, they can proceed to enter credit card information. NCSPC employees log into the contractor's website to retrieve credit card payment information for credit card transactions made by phone. Kiosk bank card payments are also retrieved on the website and the CIE file is downloaded in the same manner as web and IVR payments.

NCSPC also receives receipts from payments taken by a collection representative. The representative uses a credit card terminal to get immediate approval on the payment. These amounts are later reconciled to the settlement report credited the following day from the terminal the card was processed on and the contractor's previous day's bank reporting. The NCSPC also uses a web portal for bank card items that will be applied towards bad debt. NCSPC employees retrieve an xml file containing all recovery payments and bank credits made via the web portal the following business day.

The day the funds are received from the contractor and the data is gathered from the terminal and the contractor's website, the payments are posted through KidCare Queue Manager and given the proper effective date. The amounts on prior day reporting are compared with the data downloaded into KidCare, statements from the processor and the settlement reports generated by the lone terminal.

NCSPC charges a 2.49% surcharge for web, phone and Kiosk credit card transactions; however, the surcharge does not apply on debit card transactions and the surcharge is waived when payments are made via the terminal and recovery web portal.

2. NEBRASKA DEPARTMENT OF CORRECTIONS

Current Process:

The Department of Corrections currently uses JPay, Inc. (now Securus Technologies) as a vendor to send money to an incarcerated person in a Nebraska Correctional facility. The sender will log into the JPay website and enter the credit card information to send money to the incarcerated. A fee for the transaction is added and used by JPay, Inc. for merchant fees.

JPay sends a daily report to the Treasurer's Office for the money settled the previous day. A settlement report is pulled in the current processor's online solution and balanced to the JPay, Inc. report. Cybersource is used by JPay, Inc. to connect to the current processor.

3. NEBRASKA DEPARTMENT OF REVENUE

Current Process:

The Nebraska Department of Revenue (DOR) uses two card payment origination vendors, Official Payments, a service of ACI Payments, Inc. and Brown Paper Tickets. Each vendor provides a portal to individuals or entities making credit and debit card payments to DOR. The card systems allow taxpayers to schedule card payments via a website or an IVR interface to enter basic payment related information.

DOR accepts Visa, MasterCard, Discover and American Express cards. The card systems transmit payments to the processor for authorization and processing with funds settling to an account at the direction of the State Treasurer. Additionally, electronic files containing payment card transactions are transmitted to DOR in a NACHA standard CCD+ or PPD+ format. These files will not include any reversal transactions. The vendors also provide a daily report of detailed payment transaction information by Merchant ID with the settlement date. File and reports must be made available for DOR to pick up through FTP via Secure Socket Layer by 5:00 AM CT on the day following the effective settlement time.

Card reversals or chargebacks are not to be debited through the banking system. The following steps are to be taken in situations regarding card payments reversals or chargebacks.

- a. The processor must notify DOR in writing or through a website interface before any action is taken associated with a card payment reversal or chargeback. DOR contact information will be provided during implementation.
- b. The notification from the processor must contain the original payment transaction information.
- c. DOR will research the payment to determine that the payment has not been refunded and will then send a notice of approval authorizing the processor to invoice DOR for the amount of the payment (net of fees).
- d. DOR will process the invoice and generate a payment to the processor.

4. NEBRASKA GAME & PARKS COMMISSION

Current Process:

NGPC currently has over 57 merchant IDs and 145 POYNT credit card terminals (model P3303-B Cellular, and P3303 Wireless and Internet) at various locations across the State and one external gas pump Gilbarco Passport Fuel System; with an indoor Ingenico terminal at the cash register. In addition to credit card terminals three MIDs use Converge (the current contractor’s hosted payment solution) and two use CyberSource as the Gateway. The terminals must settle at a 11:59 pm., (Central and Mountain Time).

NGPC uses POYNT.net to review all locations via an HTML dashboard. Configurable settings ensure the use of virtual terminals, reports, and electronic receipts. Each location is unique and may have 20 or more users logging into a MID, each with unique user ID and passcode. Refunds through the POYNT device are possible via the dashboard or the device that processed the original transaction. Refunds may be less than the original transaction but may not be more than the original transaction. Refunds may be processed through the dashboard by NGPC management.

Transactions processed through a website may be reviewed through Converge HTML dashboard or the current contractor’s online information portal. Configurable settings ensure fraud protection, refund processing, and reporting capabilities. Chargeback functionality is processed through the current contractor’s chargeback case management online system.

There are two restaurants that collect tips with the final sale.

NGPC accepts credit cards in person and online for permits, reservations and other services. Visa, MasterCard and Discover are the current card brands.

The five websites that function with their own MID:

- <https://ngpc-home.ne.gov/> = Permits – Converge (current contractor’s hosted payment solution)
- <https://nebraskastateparks.reserveamerica.com/> = Reservations System - CyberSource
- <https://simplecirc.com/subscribe/nebraskaland-magazine> = NEBRASKAland Magazine - Converge
- <https://apm.activecommunities.com/ngpc> = Class registration and Facility rental - CyberSource
- <https://ngpc-m.ne.gov/mpub/fs/login.xhtml> = Mobile Permits - Converge (current contractor’s hosted payment solution)

NGPC contracts with the following vendors and processes with the current contractor:

Aspira (Reserve America) CyberSource

State of Nebraska Permit System (Permitting System) Converge (current contractor’s hosted payment solution)

Gilbarco Passport Fuel System (Gas Pump at Lewis and Clark) Heartland Chicago Platform

Active Network (Class registration and Facility rental) CyberSource

SimpleCirc (NEBRASKAland Magazine) Converge (current contractor’s hosted payment solution)

- a. **Aspira Reservation System**
NGPC must have the ability to process credit cards in real time. The Reservation System application currently interfaces with Cybersource for real time processing on behalf of the NGPC.
- b. **Permit and Mobile Permit System**
The contractor must have the capability to allow the merchant to simultaneously process routine electronic credit card transactions. The contractor must have a hosted payment page that is secure and handles the entire transaction process: payment information collection, sensitive data

protection, and transaction security. Credit card data shall be encrypted from the public web as well as the credit card terminals. Virtual terminals and online transactions are required to completely tokenize and encrypt sensitive data and replace it with a randomly generated, unique placeholder. System must allow a process for auto renewal of permits. Hosted checkout page shall be configurable and easily integrated into the Permit system website.

c. Fuel Services

Lewis and Clark State Recreation Area accepts credit cards at the fuel pump and inside the marina. The State Recreation Area (SRA) only uses one pump. The fuel system used at Lewis and Clark is a Gilbarco Passport Single Pay Point System (E-POS) system.

d. Active Network (class registration and facility rental)

Nebraska Game and Parks Commission, Outdoor Education Center is using Active Network as the Class and Facility rental software using CyberSource Payment Gateway Solution.

e. SimpleCirc (NEBRASKAland Magazine)

The contractor must have a hosted payment page that is secure and handles the entire transaction process: payment information collection, sensitive data protection, and transaction security. Credit card data shall be encrypted from the public web as well as the credit card terminals. Virtual terminals and online transactions are required to completely tokenize and encrypt sensitive data satisfying PCI DSS compliance requirements and replace it with a randomly generated unique placeholder. System must allow a process for auto renewal of magazine subscriptions. Hosted checkout page shall be configurable and easily integrated into the SimpleCirc.

5. UNIVERSITY OF NEBRASKA CAMPUSES

Current Process:

University of Nebraska campuses accept credit cards in person and online for non-tuition goods and services. A variety of terminals are used in addition to multiple gateways and integrated POS systems to connect with the State's current payment processor. Terminals are equipped with a combination of authentication, encryption and tokenization while satisfying PCI DSS compliance requirements. Current card brands accepted at the campuses include but are not limited to; Visa, MasterCard, Discover and American Express. Credit card processing is not confined to campus locations, but may occur throughout Nebraska, with County Extension Offices.

6. NEBRASKA INTERACTIVE, LLC. D/B/A NIC Nebraska

Current Process:

Pursuant to the Nebraska Records Management Act, the State Records Board has an agreement with Nebraska Interactive, LLC dba NIC Nebraska to be a whole service provider of electronic government services, which includes the development of applications for citizens and businesses to facilitate electronic access to information and services. NIC Nebraska provides the State with a flexible solution for electronic payment processing through multiple channels, using the State's awarded bidder. NIC Nebraska makes it possible for the State to provide user friendly electronic services allowing citizens and businesses to pay statutory and regulatory fees. The awarded bidder is required to work with NIC Nebraska to process payments from these services. The services provided to State Agencies are listed in Exhibit 4.

NIC Nebraska manages the State's administrative systems, including but not limited to: billing, accounts receivable and accounts payable and online and electronic payment processing capabilities using the awarded bidder. NIC Nebraska processes credit, debit card, subscriber services and other electronic payment transactions for the State, which are then deposited into a bank account selected by the State Treasurer. In the event of a chargeback, NIC Nebraska works with agencies and the processor to recover any funds. The services provided by NIC Nebraska are valuable assets creating efficiencies and allowing the State Treasurer's Office to provide better customer service to its constituents.

7. NEBRASKA STATE TREASURER – TREASURY MANAGEMENT

Current Process:

The State Treasurer's office requires the contractor to provide a daily Comma Separated Value (CSV) export of the designated bank account prior day activity by 8 AM CT, minimally including the date, account number and amounts. 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 an online-solution application.

a. EQUIPMENT

Attachment A shows a list of current terminals. Currently the State use approximately 450 card terminals with a security solution that features a combination of authentication, encryption and tokenization while satisfying PCI DSS compliance requirements. In 2020 State Agencies, University and State Colleges purchased new credit card terminals which have PCI PTS certification of 5.x or 6.x, with a current approved expiration of April 2026 for 6.x certification. If the current contractor is not able to allow the Agencies, University or State Colleges to use current terminals, the vendor must provide new card terminals at no additional cost. All functionality of the terminal will be of equal or greater capability along with 6.x certification.

b. HOSTED PAYMENT PAGE

State Agencies use the current contractor's hosted payment solution to accept and process transactions quickly and securely. The payment page must be used for website, in-person or mobile environments.

c. PAYMENT GATEWAYS

Below are some of the selected payment environments. While this is not a complete list, it represents various environments in which payment processing occurs across the State of Nebraska. The State will not pay conversion costs on any accounts (i.e., creating necessary software VAR/Tear information, building and/or testing of transmission files).

- i. Authorize.net
- ii. Braintree
- iii. CardConnect
- iv. CASHNet
- v. Cybersource
- vi. Monetra
- vii. Payflow Link
- viii. Payment Express
- ix. PayPal

d. INCIDENT ESCALATION

If an issue of any severity is not being resolved, the State designee may request the issue be escalated to higher management. Escalation at the contractor's level may include:

- i. Assign more (or different) staff resources to work through the issue(s);
- ii. Notification of the contractor's senior management of the outstanding issue(s) and/or;
- iii. Changing the technological resources assigned to the project (such as adding emergency server/network capacity).

F. TECHNICAL REQUIREMENTS

Each bidder must respond to all technical requirements listed in Attachment A. Attachment A must be used by the bidder to provide detailed responses on their ability to meet all the requirements of the project and provide examples of reporting layouts.

G. PROJECT PLANNING AND MANAGEMENT

The contractor will work with the State Treasurer's office to finalize the implementation process. Weekly calls will be necessary to track the progress of the implementation. After implementation is completed a new call schedule between the contractor and the State Treasurer's Office will be determined to work through any issues.

The contractor must work with the State Treasurer's office on all issues related to contract management. Requirements including monthly reporting of credit card transactions as listed in FR 10 d. Annual review of the contract, rules and regulations updates, and new services

H. PROPOSED RESOLUTION

The contractor will work with State staff to research and correct problems throughout the entire contract.

I. PROVIDE POST IMPLEMENTATION SUPPORT

The State will require post implementation support via on-site visits and weekly or monthly calls. Technical support will also be required. 24/7/365 customer support via an 800 number shall be provided post implementation.

J. DELIVERABLES

The contractor shall debit the bank account(s) provided to the contractor for monthly fees, which includes processing, interchange, authorization and merchant fees the first day of the month following the end of the prior month.

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 their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; 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 should provide financial statements applicable to the firm. If publicly held, the bidder should 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 contractor 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 contractor or litigated and such litigation determined the contractor 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:

- i. 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 Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, 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.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Bidder above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. 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 contractor'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.

j. SUBCONTRACTORS

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

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

2. TECHNICAL APPROACH

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

- a. Original Request for Proposal for Contractual Services form signed using an indelible method;
- b. Clarity and responsiveness of the proposal;
- c. Completed Corporate Overview;
- d. Completed Financial Statement;
- e. Completed Sections II through VI;
- f. Completed Technical Approach to include Attachment A;
- g. Completed State Cost Proposal Template.

Form A
BIDDER Proposal Point of Contact
Request for Proposal Number 6556 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):	

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):	

Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 6556 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-r5e5f2006534e47829e21d478e61e7fe1> by the date shown in the Schedule of Events.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor 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 OR DOCUSIGN

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