

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

SOLICITATION NUMBER	RELEASE DATE
RFP 6660 Z1	February 9, 2022
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 12, 2022, 2:00 P.M. Central Time	Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6660 Z1 for the purpose of selecting a qualified bidder to provide Prepaid 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 eight (8) years commencing upon notice to proceed. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously "PROPRIETARY INFORMATION". The bidder may 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, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. §84-712.05, the State will consider all information a public record subject to disclosure. If the State determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

Account Closed: An account terminated either by the cardholder, the bank or according to the program guidelines.

Account Number (as it relates to Prepaid Cards): The 16-digit account number that appears in print on the front of all valid credit, debit, and prepaid cards.

ACH File: A group of ACH batches initiated into the ACH Network or sorted for delivery to ACH receiving point(s). A file must be transmitted electronically via data transmission between the sending point and the receiving point. A file may be delivered to an endpoint via direct transmission, or a bank hosted online banking website. A file may contain one or more batches of entries.

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.

Actual Duration: The number of equivalent weeks of full benefits an eligible claimant received under any respective program entitlement provisions of a State or Federal Unemployment Compensation Law or other program administered by a state agency.

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

Adjudication: The process of reviewing claims for benefits when it appears a claimant may not meet all requirements for receipt of Unemployment Insurance.

Adjustment Payment: An additional amount paid to a claimant for a week in which benefits were previously determined payable based on data that has been corrected or modified, (e.g., resulting from an increase in the weekly benefit amount, a change in the weekly deductions from the weekly benefit amount, or a change in eligibility for a specific benefit week.)

Affidavit: A written, notarized statement signed under oath or by affirmation.

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.

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

Agency Related Person: A 13-digit alpha/numeric identifier identifying an individual whose information is stored in CHARTS.

Aid to Dependent Children: A program through Nebraska Department of Health and Human Services to provide financial aid to needy dependent children and to needy parents or relatives with whom the children are living.

Aid to Dependent Children Client: An individual applying for or receiving ADC. This term is used when the same policies apply to an applicant and a recipient.

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

Amendment: A written correction or alteration to a document.

Appeal decision: The disposition of an appeals case by a written ruling that is issued to one or more parties.

Appeal Tribunal: Statutorily established Administrative Law Court which hears appeals from the Department of Labor.

Applicant: An individual who has applied for or receives continued child support services under Title IV-D, including individuals who previously received a form of public assistance.

Application: The form by which the individual requests services.

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

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

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

Automated Response Unit: A telephone system that provides access to account and benefit information 24 hours per day, 7 days per week (24 x 7).

Automated Teller Machine: A machine that dispenses cash or performs other banking services when an account holder inserts a bank card.

Automated Teller Machine Transaction: Automated teller machine (ATM) cash withdrawal, deposit, or balance inquiry.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Balance Inquiry: A non-financial transaction that informs the recipient of the available funds in the account via phone, web, ATM or by mail.

Bank Account: see Consumer Account.

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

Bankruptcy: The procedure by which an individual is relieved of debt(s) through an action in federal court.

Base Period: The time period used to determine claimant's eligibility for Unemployment Insurance benefits.

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

Batch Exception: An error report that lists unprocessed enrollment or load transactions.

Batch file: A file generated in batch processing.

Benefits: Monetary payments made to an eligible unemployed individual, as provided in Neb. Rev. Stat §48-601 to §48-671.

Benefit Year: A period, generally 52 weeks, during which an individual claimant may receive the maximum potential benefit amount.

Benefit Year Ending Date: The last day of a benefit year.

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.

Billing statement: A monthly statement sent to an obligor containing support account summary information and remittance coupons.

Branded Card: A bank-issued card that has a national brand (Visa or MasterCard) label on it.

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

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

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

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

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

Card Issuer: A financial institution/or entity that issues prepaid cards.

Card Mailer: A two-sided protective page in which the card is mailed to the cardholder. It will provide information as specified by each State.

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

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

Card-Reissue: The Contractor's process used to replace expiring cards for existing cardholders.

Card Replacement: The Contractor may be asked by cardholders to replace cards that have been lost, stolen, or damaged or hot-carded.

Cardholder: A primary or subsidiary payee who has been issued an electronic payment card to purchase goods and services.

Cardholder Dispute: A dispute initiated by the cardholder for all or part of an amount for which settlement occurred.

Card-to-card Transfer: Transfer of funds from a primary account holder to a designated subsidiary account holder.

Caretaker: A person, other than a parent, who is responsible for a dependent child's welfare and has physical custody of the dependent child.

Case Number: A unique number used to identify a specific payee within a specific program. Case numbers may vary in format and length for each program.

Cash Access: Cardholder transactions for the purpose of spending/withdrawing available funds from a card account.

Cash-back Transaction: A point of sale transaction authorized from an account in which all or part of the transaction amount debited against the cardholder's account is given to the cardholder by the merchant in the form of cash or cash with a purchase.

Certified Copy: A copy of a document or record signed and verified as a true copy by a person who created and/or is the custodian of the document.

Certifies: The process of confirming formally, that information is true and accurate, (e.g., a claimant certifies each week as to eligibility to receive Unemployment Insurance benefits).

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

Check Issuance: The process to transfer a remaining balance from a closed account to the account holder.

Child Support: The legal obligation of parents to contribute to the economic maintenance of their children; enforceable in both civil and criminal contexts.

Child Support Enforcement: The administrative division within the Nebraska Department of Health and Human Services that is responsible for the administration of the Child Support Program. It is also called the IV-D agency.

Claim: An application signed and submitted by a claimant requesting consideration for Unemployment Insurance benefits.

Claim Effective Date: The beginning of a claim for benefits or of a disqualification period.

Claim History: Historical data stored for a claim.

Claim Type: Values used to codify a claim; initial, additional, transitional, or reopen.

Claim Specialist: An Agency employee who helps unemployed workers apply for Unemployment Insurance benefits.

Claimant: Person applying for Unemployment Insurance benefits.

Claims Adjudicator: An Agency employee who determines the claimant's eligibility.

Claims Center: Where claims taking, adjudication and data entry functions are performed.

Client: Eligible recipients of State agency card programs.

Code of Federal Regulations: The rules established by the federal government which govern the standards and operations of the State's programs' activities subject to federal regulation.

Collection: Money received to be applied to a child support obligation, arrears, interest, or other ordered judgments.

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

Common Services: The scope of work, terms, and conditions of this RFP common to all participating programs.

Compensable Week: The seven (7) consecutive days representing the time period for which authorization is made to compensate an unemployment worker based on unemployment status.

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

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

Consumer Account: A record of the financial transactions associated with a payee held in a funding account in a financial institution established to receive automatic deposits made by the programs, and accessible by the cardholder through the use of a prepaid card.

Contact Person: State Purchasing staff member that oversees the management of the business resulting from this RFP. All inquiries, concerns, and questions are sent through this person.

Contactless Cards: Allows cardholders to hold their credit or debit card within an inch or two of a card terminal, chip inside emits radio frequency identification.

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

Contractor's Project Manager: The Contractor's staff assigned to oversee the transition, conversion, rollout, and operational phases.

Conversion Period: A timeframe not to exceed six (6) months, during which the State converts to a new electronic payment card (prepaid provider under "Conversion" as result of this RFP).

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.

Covered Employment: The number of employees covered by Unemployment Insurance reported to the states by employers.

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.

Current Support: Financial support paid in the month it is due.

Custodial Parent/Party: The individual or organization who has primary care and control of the dependent child(ren). Custodial party may be a parent, relative, other individual or organization who has responsibility for the child(ren).

Customer Service Number: The toll-free telephone number cardholders may call to report a lost, damaged, or stolen card, inquire about their account balance, initiate a cardholder dispute, or ask questions regarding other available services.

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

Customer Service Representative: Contractor staff assisting cardholders inquires.

Customer Service Unit: A 24 x 7 service provided by the Contractor to answer cardholder questions related to using the card program.

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

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

Demand Deposit Accounts: 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.

Dependent Child: A minor person entitled to support from the parents or others in place of the biological parents.

Determination: A resolution of an issue by a Claims Adjudicator.

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

Direct Deposit: The process that results in electronic deposit of funds into a checking or savings account.

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

Disaster Unemployment Assistance: A federally funded program that helps claimants who lose their job(s) because of a natural disaster such as flooding, tornadoes, or hurricanes. This act (Stafford Act, Sect 410) authorizes the U.S. President to provide any individual unemployed because of a major disaster such assistance as the President deems appropriate while an individual is unemployed.

Disaster Unemployment Assistance effective and end date: Federal declaration of the effective and end dates of a disaster.

Disaster Unemployment Assistance wages: Wages received for a DUA claim.

Disbursement: Processing of payments to consumer payees.

Disclosure: Information provided by the Card Issuers to the cardholder that discloses the policies relating to the operation and usage of the card.

Distribution: The apportionment of child support collected to the various types of debt within a child support case according to the guidelines established by state and federal laws.

Due Process: Providing sufficient notice of legal and/or administrative actions, including notices and hearings to the participants, advising of rights, and providing an opportunity to be heard.

Duration of Benefits: The number of weeks compensated for the year divided by the number of first payments.

Extended Benefits: A federal Unemployment Insurance program that goes into effect when unemployment rates are high over a period of time either nationally or on an individual state basis.

Effective Date: The beginning of a claim for UI (DOL) benefits or of a disqualification period.

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

Electronic Funds Transfer: The process by which money is transmitted electronically from one bank account to another.

Electronic Payment Card: A payment product which operates at a financial institution established to receive automatic deposits of payments. Each individual account set up for each participating payee and which bears either the Visa or MasterCard service marks. (Also known as prepaid debit card or stored value card).

Electronic Signature: By Neb. Rev. Stat. §86-611 means a unique access code or other unique electronic identifier assigned or approved by the state agency for use in communication with the state agency. The electronic signature legally validates a document or filing with which the electronic signature is associated.

Eligibility: Standards or conditions defined in Neb. Rev. Stat. §48-625 that must be met before an applicant can receive benefits.

Employment Security Laws: The basic State statutes that grant Nebraska Workforce Development the authority and structure to collect and pay unemployment insurance.

Enforcement: An action taken to obtain payment of a support obligation.

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

Escheat: The reversion of property to the State applicable to all types of property, including dormant accounts whose owners cannot be located.

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals.

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

Federal Deposit Insurance Corporation: An independent federal agency insuring deposits at U.S. banks and thrifts in the event of bank failures.

Federal Reporting Requirements: Federal guidelines which states must adhere to for reporting.

Federal Withholding: Unemployment Insurance benefits are taxable as income. An individual receiving Unemployment Insurance benefits may voluntarily elect to withhold 10% of their weekly benefit amount to be applied toward the payment of their Federal Income Tax. The withholding remains in effect until the claimant requests to stop it or the benefit payments stop.

Final Payment: The last payment to a claimant, which exhausts the individual's maximum potential benefit entitlement under a specific program.

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

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 Financial Institution pursuant to Neb. Rev. Stat. §77-2301.

First Compensable Week: The first full week for which a claimant can receive a benefit payment. It immediately follows the one week waiting period.

First Payments: The first payment for a week of unemployment claimed under a specific program. This term is used to indicate beneficiaries for a program.

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

Free on Board Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

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

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

Funding Account: The deposit account maintained by the Financial Institution into which the State will deposit for each program.

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

Hot card: A card which has been reported by the Cardholder as lost or stolen, or where there is evidence of fraudulent use.

Hot site: An alternative physical location for operations to be used as part of a Disaster Recovery, Backup, or Contingency Plan.

Income Withholding: An action resulting in the automatic deduction of a child support obligation(s) from the obligor's income or wages. Income withholding may also be referred to as wage withholding.

Initial Claims: Any notice of unemployment filed to request a determination of entitlement to and eligibility for UI compensation, or to begin a second subsequent period of eligibility within a benefit year or period of eligibility.

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: See Automated Response Unit.

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

Issuer: An Association or Network participant that underwrites the cardholder's credit worthiness and holds the rights and obligations of the Association or Network regarding cardholder activity.

IV-D (Four-D): Title IV-D of the Social Security Act. Established the Federal-State program known as Child Support Enforcement.

IV-D Agency: A single and separate organizational unit in a state having the responsibility for administering the State Plan for child support under Title IV-D of the Social Security Act.

IV-D Case: A child support case where at least one of the parties, either the custodial party (CP) or the non-custodial party (NCP), has requested or received IV-D services from the State's IV-D Agency. An IV-D case is composed of a custodial party, non-custodial party, or putative father, and dependent(s).

Judgment: A decree or decision of a court, which may result in an obligation being owed by a party. In Nebraska, all support orders automatically become judgments.

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

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

Load: See Direct Deposit.

Magnetic Stripe: The 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 front of the card.

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.

Mailing Address: Address to which mail is sent to interested parties.

Mandatory/Must: Required, compulsory, or obligatory.

MasterCard: The trademark of MasterCard Incorporated.

Maximum Amount Payable: The total dollar amount of Unemployment Insurance benefits payable to an eligible claimant during a benefit year.

May: Discretionary, permitted; used to express possibility.

Member: An organization that is a member of Visa or/and MasterCard which is authorized to issue cards.

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

Merchant Category Code: is a four-digit code used by the bankcard industry to classify a merchant's primary business. The MCC describes a merchant's product, service, or nature of business. In cases where a merchant is engaged in more than one type of business, the MCC will reflect the merchant's primary line of business.

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.

National Institute for Governmental Purchasing: Source used for assignment of universal commodity codes to goods and services.

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 Administrative Codes (NAC): Rules and Regulations that support Nebraska Statutes.

Nebraska Child Support Payment Center: The single centralized collection site in Nebraska where support payments are received, receipted, and disbursed. Also referred to as the State Disbursement Unit.

Nebraska Department of Labor: The State agency that manages the Unemployment Insurance program.

Nebraska Family Online Client User System (NFOCUS) – Nebraska Department of Health and Human Services program for Nebraska residents to apply for aid.

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

Non-IV-D: Neither the custodial nor non-custodial party has requested child support services.

Non-Portable Card: A card with only one funding source.

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

Obligation: The amount of money to be paid as support by a non-custodial parent which can include financial support for the child, medical support, or spousal support. It is a recurring, ongoing obligation, not a onetime debt.

Obligee: The party to whom the child support is owed.

Obligor: The party owing a duty of support.

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

Office of Child Support Enforcement: The federal agency responsible for an administration of the child support program, as created by Title IV-D of the Social Security Act in 1975.

Online Solution: The bidder's online solution for program staff to enroll new cardholders, change addresses, and print reports.

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

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

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

Order: A legal directive from a judge or properly empowered administrative officer.

Order date: The date a court order becomes official; usually the date that the order is file-stamped by the clerk's office.

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

Outsourcing Company: A company that provides outsourcing services under contract to the State.

Partially Unemployed: Person who is underemployed.

Payee: An individual authorized to receive a payment from the State.

Payment Notification: Notification of a payment to the card by an electronic method via email, text message, instant message, or voice mail. Also known as ACH Load/Deposit Notification.

Payment Received Date: Date payment was received by CSE or NCSPC.

Payment Record: The official record of payments made on a child support order.

Payment Reissuance: A payment reprocessed through CHARTS and paying out the same as it originally paid out.

Payor: The person ordered to pay child support.

Payroll & Financial Center: State of Nebraska 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.

Point of Contact: The person designated to receive communications and to communicate.

Point of Sale: A device/terminal in a merchant location to process card payments or a virtual sales point such as a computer or mobile electronic device.

Portable Card: A card with multiple funding sources.

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

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

Prearranged Payment or Deposit: One of the ACH entry formats, initiated by an Organization to a Consumer Account of a Receiver based on a standing or a single-entry authorization from the Receiver, can be either a credit or debit entry.

Prepaid Card: See Electronic Payment Card.

Primary Account Number: The account number displayed on the front of the card which identifies the Issuer and the Cardholder.

Procedure: The action necessary to implement child support regulations.

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: The individual agency/entity providing payments to individuals. The program will manage card processes for the program payees including but not limited to card enrollment, request for card issuance, sending funds to cards and requesting/retrieving funds from cards.

Program Lead: The agency representative responsible for the management of the card program who will be the point of contact for the agency program, participate in the monthly conference calls and work with the State Treasurer's Office to coordinate services and resolve issues.

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 timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Assistance: Benefits granted from state or federal programs to aid eligible recipients.

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.

Receipt Information: The process used to record the receipt of correspondence.

Recipient: An individual or organization receiving or having received public assistance and/or has received services.

Record: The collection of all the information known about an individual.

Recovery: The act of regaining funds disbursed, funds the program never received or funds received incorrectly.

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

Regulation E: Federal Reserve regulation that sets rules, liabilities, and procedures for electronic funds transfer (EFT), acts and establishes consumer protections using EFT systems. This regulation prescribes rules for solicitation and issuance of EFT debit cards, governs consumer liability for unauthorized transfers, and requires financial institutions to disclose annually the terms and conditions of EFT services.

Reimbursement: To pay back or to make restitution.

Reissued Payment: A payment returned to the program and reprocessed to be disbursed a second time.

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

Remittance Coupon: A document designed to accompany a support payment that assists in associating the payment to the obligor.

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.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

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

Residence Address: Address where interested party resides. May be different than mailing address.

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

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

Retroactive payment: A support payment made for a previous month.

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

Same Day: The event occurs the same day the transaction is made.

Same Day Funds Settlement: A method of settlement that occurs the same day the transaction is made.

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

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

Service Charge: The transaction fee imposed by the issuer of the card on certain types of transactions, as disclosed in the card member agreement.

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

Should: Expected; suggested, but not necessarily mandatory.

Signature-based Transactions: Transactions processed based on a retailer using signature verification as a means of customer identification.

Social Security: A government program, which provides federal old age, death, and disability benefits to citizens.

Software Documentation: The user manuals and any other materials in any 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.

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.

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

State Disbursement Unit: See NCSPC.

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

Stored Value Card: See Electronic Payment Card.

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

Subsequent Contractor: The new contractor that will follow the current contractor.

Supplemental Contractor: A contractor added to complete a project and assist the original contractor to achieve their project.

Support: A monetary payment used to provide necessary shelter, food, clothing, care, medical coverage, medical attention, educational expenses, funeral expenses, or any other reasonable and necessary expense. Support can also include interest as provided by law.

Surcharge: The fee imposed by the owner of the ATM for allowing someone to use their ATM when the owner of the ATM is not the issuer of the card being used.

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.

Temporary Unemployed: A situation when a claimant has been laid off for lack of work by the regular employer, but the claimant has a definite return to work date.

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 subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Time Disqualification: Specified time period claimant is not eligible for unemployment compensation.

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.

Traditional Claim: A new claim filed to request a determination of eligibility and establishment of a new benefit year have an effective date within the 7-day period immediately following the benefit year ending date and a week for which compensation or waiting week credit was claimed.

Unemployed: An individual who is not working.

Unemployment Insurance: A program that provides payments to workers who are unemployed or underemployed.

Unemployment Trust Fund: A fund established in the Treasury of the United States which contains all monies deposited by state agencies to credit unemployment fund accounts and Federal unemployment taxes collected by the IRS.

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

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

Vendor: An individual or entity lawfully conducting business in the State or licensed to do so.

Visa: The trademark of VISA Inc.

Wages: Payment for seasonal services rendered which meets the definition of 'wages' as defined in the State's unemployment compensation law and/or Federal Unemployment Tax Act.

Wage Record: A record maintained by the NDOL of an employee's quarterly wages reported by employers.

Wage Reports: A quarterly report by a subject employer listing the wages of each individual worker in employment during the quarter.

Waiting Week: The first full week following a new claim's effective date. According to Nebraska Law, an individual may NOT receive payment for this week, but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

Waiting Week Credit: A week of unemployment for which a claimant does not receive compensation but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

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

Website: The bidder's website for cardholders to access transaction history and update personal information.

Weekly Benefit Amount: The weekly amount of benefits an eligible Unemployment Insurance claimant can receive for each week of total unemployment claims benefits during claimants benefit year.

Week: A period of seven consecutive days ending at midnight Saturday.

Weekly claim for benefits: An application, either by telephone or paper, on which the claimant gives certification as to eligibility and claims benefits or waiting week credit for a week of unemployment.

Week of Unemployment: Any week in which an individual earns less than regular weekly benefit amount and performs less than full-time work.

Weeks Claimed: The number of weeks of benefits claimed, including weeks for which a waiting period or disqualification period is being served.

Weeks Compensated: The number of weeks claimed for which UI benefits are paid. Weeks compensated for partial unemployment are included.

Will: See Mandatory/Shall/Will/Must.

Workday: See Business Day.

Worker's Compensation: A benefit issued for work related injuries to an eligible employee.

24 X 7: 24 hours per day, 7 days per week.

Zero Liability: Condition in a credit card or debit card agreement that states that the cardholder is not responsible for unauthorized charges.

ACRONYM LIST

ARO – After Receipt of Order

ARP – Agency Related Person

ACH – Automated Clearing House

ADC – Aid to Dependent Children

ARU – Automated Response Unit

ATM – Automated Teller Machine

BAFO – Best and Final Offer

BWE – Benefit Weekend

BYE – Benefit Year Ending

CFR – Code of Federal Regulations

CHARTS – Children Have A Right To Support

COI – Certificate of Insurance

CP – Custodial Parent/Party

CS – Child Support

CSE – Child Support Enforcement

CSR – Customer Service Representative

CSU – Customer Service Unit

DAS – Department of Administrative Services

DDA – Demand Deposit Account

DHHS – Department of Health & Human Services

DOL – Department of Labor

DUA – Disaster Unemployment Assistance

EB – Extended Benefits

EFT – Electronic Funds Transfer

EMV – Europay, MasterCard, and Visa

EPC – Electronic Payment Card

ESL – Employment Security Law

EUC: Extended Unemployment Compensation

F.O.B. – Free on Board

FDIC – Federal Deposit Insurance Corporation

FTP – File Transfer Protocol

IVR – Interactive Voice Response

MCC – Merchant Category Code

MOTO – Mail Order/Telephone Order

NAC – Nebraska Administrative Codes

NACHA – National Automated Clearing House Association

NCP – Non-Custodial Parent

NCSPC – Nebraska Child Support Payment Center

NDCS - Nebraska Department of Corrections

NIGP – National Institute for Governmental Purchasing

NPERS - Nebraska Public Employees Retirement Systems

NWD - Nebraska Workforce Development, Department of Labor

OCSE – Office of Child Support Enforcement

OFAC – Office of Foreign Assets Control

PAN – Primary Account Number

PFC – Payroll & Financial Center

POC – Point of Contact

POS – Point of Sale

PPD – Prearranged Payment or Deposit

PTAN – Pay to Account Number

RFP – Request for Proposal

RFP – Request for Proposal

SDU – State Disbursement Unit

SEC – Standard Entry Class Code

SPB – State Purchasing Bureau

TRA – Trade Readjustment Allowance

UI – Unemployment Insurance

WBA – Weekly Benefit Amount

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing Prepaid 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, Procurement Contract Officers

RFP# 6660 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-1428
E-Mail: Annette.walton@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

The State reserves the right to reject a bidders' 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	February 9, 2022
2.	Last day to submit 1 st round of written questions	February 23, 2022
3.	State responds to 1 st round of written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 11, 2022
4.	Last day to submit 2 nd round of written questions	March 18, 2022
5.	State responds to 2 nd round of written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 29, 2022
6.	Last day to submit "Notification of Intent To Submit a Proposal"	April 11, 2022
7.	Virtual Proposal Opening Location: Zoom Meeting	April 12, 2022 2:00 PM Central Time
8.	Review for conformance to solicitation requirements	April 14, 2022
9.	Evaluation period	April 15, 2022 Through April 28, 2022
10.	Presentations and/or Demonstrations" (if required)	TBD
11.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 3, 2022
12.	Contract finalization period	May 3, 2022 Through June 3, 2022
13.	Contract award	June 6, 2022
14.	Contractor start date	July 1, 2022

D. QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be received by State Purchasing Bureau and clearly marked "RFP Number 6660 Z1; Prepaid 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. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via ShareFile. Questions should be uploaded using the following link via ShareFile <https://nebraska.sharefile.com/r-r8e9d6afe2fad4b589ee72d64fbc42a12>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

Bidders who intend to submit a proposal should complete a "Notification of Intent to Submit a Proposal Form" (see Form B) and 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>.

Bidders should submit Form B via this ShareFile link: <https://nebraska.sharefile.com/r-4077bf70a41e465cbd3d63141566b00d>

F. 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 produce 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.

G. 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.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. The State discourages deviations and reserves the right to reject proposed deviations

I. SUBMISSION OF PROPOSALS

The State is only accepting 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 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-r226a3c3d92444576a04cd51a2b49c0a0>

- 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. RFP 6660 Z1, Company Name, Description of Service
 - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6660 Z1 Company Name, File 1 of 2.
 - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6660 Z1 Company Name Proposal 1 File 1 of 2.

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

J. 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.

K. 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.

L. 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 a mathematical 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.

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding.

N. 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 6660 Z1 ABC Company Proposal #1,
 - b. Corrected 6660 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.

O. LATE PROPOSALS

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

P. PROPOSAL OPENING

The opening of proposals will be public, and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. 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/81932595758?pwd=VnhEbnpTZk5zTjF4RWk2SnlrNWdNdz09>

Q. 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 in ink or via DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Financial Statements;
5. Completed Sections II through VI;
6. Completed Technical Approach to include Attachments A and B;
7. Completed State Cost Proposal Template.

R. 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 bidder's proposal and further administrative actions.

S. 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 Attachments A and B; 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 bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation signature page under "Bidder 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 bidder 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 bidder from consideration of the preference.

Evaluation criteria will be released with the solicitation.

T. 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.

U. PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that presentations and/or demonstrations are required. Every bidder may not be given an opportunity to present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give demonstrations. The scores from the presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the 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 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 presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

V. 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.

W. 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.

X. AWARD

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

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

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

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

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

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

Y. 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.

Z. 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. Bidders 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 bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder 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.

AA. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone proposals except for one-time purchases under \$50,000.00.

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.

CC. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference

shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

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

The 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. Bidder’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. PROCUREMENT CONTRACTS OFFICER’S (PCO) REPRESENTATIVE

The State reserves the right to appoint a PCO’s Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO’s Representative will be appointed in writing, and the appointment document will specify the extent of the PCO’s Representative authority and responsibilities. If a PCO’s Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO’s Representative. The PCO’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. 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

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 for \$250,000. 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 failure to perform certain requirements in any contract executed pursuant to this RFP are difficult to accurately estimate, 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 liquated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:

- Standard** \$ 1,000 per 24 hours
- High** \$ 2,500 per 24 hours
- Critical** \$ 5,000 per 24 hours

1. **Unresolved Requirements:**
 - a. 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.
 - b. All Critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

2. **File Transmission:**

A file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The file will include identical information that was sent by the State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that a file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the file or pay liquidated damages to the affected programs.

Category: Standard

3. **Monthly/Annual Reporting**

Within three business days of contractor being notified by the State that a monthly/annual report has not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

4. **"Go Live" Date:**

Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go live date of services under this RFP, unless either party provides at least a three working day notice that "go live" date shall be delayed.

For existing card programs, outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the "go live" date or pay liquidated damages to the program(s).

For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor will notify the program lead and the State Treasurer's Office if the requested changes will delay the "go live" date.

Category: Standard

5. **Card Issuance:**

Upon being notified by the Program Lead or the State Treasurer's Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected program(s).

Category: Standard

6. **Customer Service – Availability:**

Customer service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24x7 x the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or during upgrades.

In the event the Contractor provides customer service under the contract through a different provide, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

7. Customer Service – Average Speed of Answer

85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less cards that abandon before 15 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: High

8. Daily Reporting:

Report of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation, and rejection reports for ACH transactions, and undeliverable cards, are due daily on a business day basis not later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

9. Acceptance of File Transmissions/Acceptance of Web Enrollment:

If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State or pay liquidated damages to the affected program(s).

Category: Critical

10. ACH Posting:

Contractor will post funds to cards prior to 8:00 AM prevailing in Central Time on the ACH effective date. If the contractor has received a file originated by the State and delivered through the banking network and notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available by the close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected program(s).

Category: Critical

11. Turnover File:

A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

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

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

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 thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor’s employees, including all insurance required by state law;
3. Damages incurred by Contractor’s employees within the scope of 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 6660 Z1 / Contract #
 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 https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.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 workplace 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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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. 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.

D. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

E. LATE PAYMENT (Statutory)

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

G. RIGHT TO AUDIT (First Paragraph is 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 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.

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

No more than once per calendar year, the State shall have the right to assess the policies, standards, and practices of Contractor with respect to the Services provided under this Agreement, to the extent reasonably necessary to verify Contractor's compliance with the terms of this Agreement. The State acknowledges that information which Contractor deems confidential or proprietary may not be considered reasonably necessary to verify Contractor's compliance.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The Nebraska State Treasurer's Office is requesting proposals for Prepaid Card Services/Stored Value Cards. We will reference as Prepaid Card Services throughout this proposal. Either MasterCard or Visa brands will be accepted. State Agencies including governmental entities and political subdivisions are eligible to participate.

The Contractor must be able to provide branded prepaid card services to entities with varying types of clientele. Program clientele may include, but are not limited to, employees, child support recipients, unemployment claimants, retirees, workers' compensation, athletic stipends, individual providers, cash grant recipients and other recurring consumer payees of programs eligible to participate.

The State has approximately 54,600 active Visa branded prepaid cards used by State clients under the current contract as shown on Exhibit 1. The bidder is required to examine the current program information and technical requirements as described in Attachments A and B, using the format provided to respond to each question.

All figures listed in the RFP represent a historical count of transactions processed by the State under the current State contract. These figures are provided for the benefit of bidders in the development of their proposal and is not a guarantee of future transaction counts.

B. PROJECT ENVIRONMENT

Exhibit 1 lists the agencies currently participating under the State's prepaid card program, including the monthly dollar amount, number of loads, and the number of active cards. The Nebraska State Treasurer's Office will be the point of contact for State agencies to coordinate services. Currently the City of Lincoln has a small Focus Payroll Program.

Each State agency using services under this contract will designate an agency Program Lead. Each agency Program Lead is responsible for coordinating services for their program, representing their program on conference calls with the Contractor, and working with the State Treasurer's Office to resolve issues relating to their specific program.

The bidder shall review and acknowledge the ability to work with all entities wishing to use the services under this RFP, including those listed in Exhibit 1 and other state agencies, boards, commissions, the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

There will be no implementation or conversion costs charged to the State.

C. PROJECT AND BUSINESS REQUIREMENTS

1. Agreed Upon Scheduled Conference Calls/Webinars

The Contractor will be required to hold conference calls to discuss any updates or concerns that relate to any program(s). Discussion topics will also include regulatory and industry changes affecting the card programs and changes to existing programs. Frequency will be determined after implementation.

2. Monthly Reporting

Monthly reports will be sent by the Contractor to the State Treasurer's Office and the agency Program Leads. These reports must be emailed or downloadable from the Contractor's website and must be provided to the State Treasurer's Office and the agency Program Leads by the 15th day of the month following month end. Report must include the item listed in Table 1:

Table 1. Required Monthly Reports

REQUIRED MONTHLY REPORTS		
	Type	Description
1.	Financial Activity	A summary of the total number of loads and amounts
2.	Financial Activity	A summary of the total number of ATM withdrawals and amounts
3.	Financial Activity	A summary of the total number and dollar amount of PIN based transactions, signature-based transactions, and POS with cash-back combination transactions
4.	Cardholder Account Activity	A summary of active, inactive, closed, and escheated accounts
5.	Card Issuance Activity	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot card

3. Annual Report

The Contractor is required to provide an annual report for the calendar year for all programs participating in this contract. Annual reports must be provided to the State Treasurer's Office and agency Program Leads by February 28 of each year. Reports shall include information for all State agencies and any entities using this contract and must be detailed by month and program and include at a minimum the items listed in Table 2:

Table 2. Required Annual Reports

REQUIRED ANNUAL REPORTS		
	Type	Description
1.	Financial Activity	A summary of the total number of loads and amounts
2.	Financial Activity	A summary of the total number of ATM withdrawals and amounts
3.	Financial Activity	A summary of the total number and dollar amount of PIN based transactions, signature-based transactions and POS with cash-back combination transactions
4.	Cardholder Account Activity	A summary of activated active, inactive, closed, and escheated accounts
5.	Card Issuance Activity	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot card

D. SCOPE OF WORK

The following information provides a description of the project based on current services and are being provided to assist bidders in preparing a quality response. The Contractor must work with current Agency Program Leads and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

1. BASIC REQUIREMENTS FOR PREPAID CARDS

a. Card Features:

- i. Check-less Checking Account
- ii. Universal eligibility – no application or credit check
- iii. No line of credit associated with the card
- iv. Does not affect cardholder's credit history
- v. FDIC insured up to \$250,000
- vi. Card color and design close to existing card programs see Exhibit 2 for current design
- vii. No cost to the State or the cardholders for card issuance
- viii. Activation number must be a toll-free number with no cost to the State or the cardholders
- ix. Only available funds may be withdrawn from the account tied to the card

b. Merchant Category Codes (MCC):

MCC's will be blocked as required by each program.

- i. Visa and Mastercard requires that MCCs for gambling be blocked.
- ii. Exhibit 3 shows the MCCs blocked for NDCS.
- iii. Some agencies restrict MCC 5542 – Automated Fuel Dispensers – however cardholders must go inside to pay for fuel.
- iv. Exhibit 4 indicates pre-authorization and holds policy for NDCS

c. Enrollment Process:

- i. Each program has the choice to set up a new account online or send an electronic file to the Contractor each workday as needed or the ability to do both.
- ii. Contractor creates an account for any new cardholders. Information needed for the cardholder could be, but not limited to: First name, middle initial, last name, address, city, state, zip code, phone number, date of birth, social security number, and optional mother's maiden name and email address.
- iii. Contractor sends a new card package to the new account holder within two days of receipt of a valid file or the application and will include the following information:
 - a) Debit card in the appropriate color and design for the program,
 - b) Schedule of fees,
 - c) Terms and conditions
 - d) Information on where and how to use the card
- iv. Cardholder activates the card by dialing the Contractor's toll-free customer service number
- v. Cardholder activation is not required prior to loading payments.

- d. Demographic Updates:**
Each participating program will have the option on how cardholder addresses will be changed and/or exchanged.
- i. State program staff must have access to an online solution to update cardholder information.
 - ii. Cardholders must have access to a website to update information, with the permission of the Program Leads.
- e. Card Loads:**
- i. Contractor will receive an ACH transaction for loads to the cardholder's card.
 - ii. Contractor will receive an email for loads to the cardholders.
 - iii. Funds must be available to the cardholders prior to 8:00 AM in Central Time on the ACH effective date.
- f. File Transmissions:**
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to and from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:
- i. Connect Direct software
 - ii. SFTP server with public key authentication
 - iii. FTP TLS 1.2 minimum server
 - iv. FTP client utilizing VPN
- g. Reports or Files:**
Reports will be different for each program, but common fields are listed below
- i. Activation Report includes:
Program Name, Program ID, Cardholder last name, Cardholder first name, Card ID, PTAN, Participant ID (Social Security Number) Registration date, Activation date, and new enrollment.
 - ii. Enrollment File includes:
Name, Participant ID, Address, DOB, SSN, Phone number and Email address.
 - iii. Acceptance File includes:
Output of the enrollment file confirming whether the enrollment file contained successful or rejected records. It shows what was provided in the enrollment file and if the record contained any errors and if so, the error code.
 - iv. Demographic File includes:
Program Name, Program ID, Customer ID, Card ID, Account Number, PTAN, Change Code, Change Type, Old Value, New Value, Change Date.
- h. Customer Service:**
- i. Contractor will supply a toll-free number for customer service calls for both the cardholders and State program staff.
 - ii. Customer service staff should be available to the cardholders 24 hours a day, 7 days a week, 365 days per year.
 - iii. Customer service staff should be able to:
 - a) Access cardholder account balance and funds availability;
 - b) Assist with transaction inquiries;
 - c) Provide assistance with lost/damaged/stolen cards;
 - d) Handle disputed transactions;
 - e) Assist with PIN selection/change; and,
 - f) Provide transaction history information for up to 12 months.
- i. Secondary Card:**
Each program has the option to permit the cardholder to request a secondary card. The secondary card will access the primary cardholder's account. The primary cardholder is always liable and responsible for all transactions, fees, balances, and all other activity with the primary and secondary card. The holder of a secondary card may report the secondary card as lost or stolen, but all other account maintenance must only be performed by the primary cardholder. The secondary card shall be governed by the terms and conditions of the primary card.

If the Primary Cardholder desires to terminate the authority of the holder of the Secondary Card to access the Primary Cardholder's Account, the Primary Cardholder must recover the Secondary

Card from that person, destroy the Secondary Card, and call the Contractor to provide notice that there is no longer a Secondary Card. The Primary Cardholder will continue to be liable and responsible for all transactions, fees, balances, and other activity resulting from continued use of the Secondary Card unless the Primary Cardholder requests the Contractor to cancel all the Primary Cardholder's Cards and issue a replacement Card. In addition, if the Primary Cardholder notifies the Contractor that a Secondary Card is terminated, Contractor may elect to cancel all the Primary Cardholder's Cards and issue a replacement Card.

2. REWARD CARDS FOR UNIVERISTY OF NEBRASKA MEDICAL CENTER (UNMC)

Exhibit 5 shows the number of reward cards that have been received since May 2019. UNMC will request cards for specific denominations for delivery.

E. TECHNICAL REQUIREMENTS

Bidder must respond to all requirements and provide data detailing their ability to meet technical requirements of the project and each State agency's specific requirements described in Attachments A and B.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. 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 like 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 contractor 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. Contractor 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 contractors 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.** Technical considerations, including Attachments A and B;

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6660 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 6660 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 by the date shown in the Schedule of Events.

<https://nebraska.sharefile.com/r-r4077bf70a41e465cbd3d63141566b00d>

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 bidder maintains a drug free workplace.

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 INK OR VIA DOCUSIGN

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