

State of Nebraska

RFP 6855 Z1 Rebid

Individual Liability Travel Card Services

April 25, 2024

Cherie Figge

SVP, Commercial Card Sales

816.843.2842

cherie.figge@umb.com



UMB Bank, n.a.
1010 Grand Blvd
Kansas City, MO 64106

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 Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	UMB BANK N.A.
COMPLETE ADDRESS:	1010 GRAND BLVD, KANSAS CITY, MO 64106
TELEPHONE NUMBER:	816-843-2842
FAX NUMBER:	
DATE:	04/23/2024
SIGNATURE:	<i>Cherie Figge</i>
TYPED NAME & TITLE OF SIGNER:	CHERIE FIGGE, COMMERCIAL CARD SALES

April 25, 2024

On behalf of the management and staff of UMB Bank, I wish to thank you for the opportunity to retain our commercial card relationship with the State of Nebraska. We fully understand that you have many choices available when it comes to selecting a bank. Given the competitive market, we believe that our service philosophy continues to differentiate us from the other institutions.

UMB is dedicated to serving the financial needs of the public sector. We currently provide commercial card services to government entities throughout our footprint, including other States, Cities, and municipalities. We are committed to government banking and will continue to provide the State of Nebraska with experienced professionals who understand the unique needs of your organization. We understand that safety and soundness is a main concern for our customers, and we are proud to share that financial stability is a cornerstone of UMB's continued success. UMB is consistently named one of "America's Best Banks" by Forbes and SNL Financial.

UMB understands the requirements that the State has set forth in the RFP. Our goal is to continue our partnership with the State.

Again, on behalf of the entire team at UMB, we thank you for the opportunity to retain your business. UMB would be honored to continue as the State of Nebraska's individual liability travel card services provider.

Best Regards,

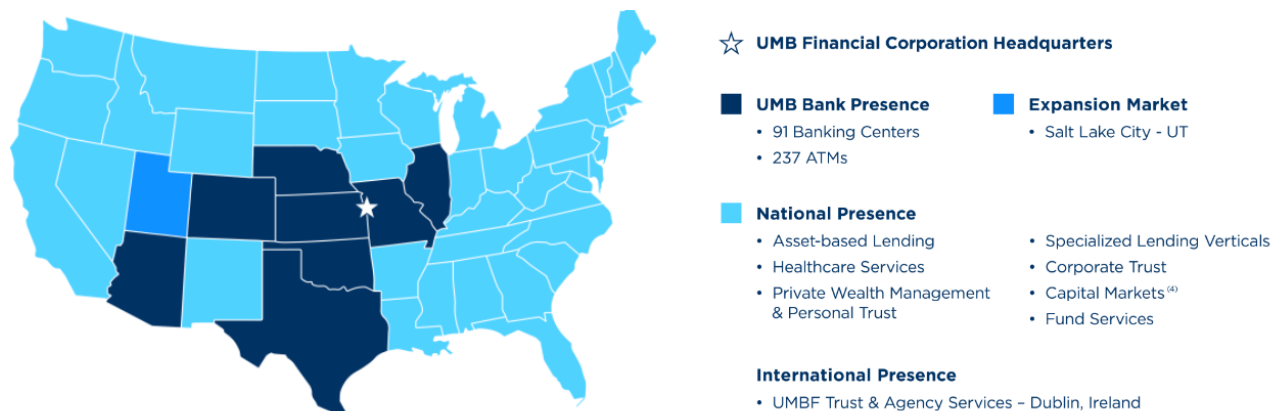
Cherie Figge
SVP, Commercial Card Sales

Financial Stability

Overview

Founded in 1913, UMB Financial Corporation is a financial services company headquartered in Kansas City, Missouri, offering Commercial Banking (which includes comprehensive deposit, treasury management, lending and investment services), Personal Banking (including wealth management and financial planning services), and Institutional Banking (which encompasses asset servicing, corporate trust solutions, investment banking, and healthcare services). UMB operates branches throughout Missouri, Illinois, Colorado, Kansas, Oklahoma, Nebraska, Arizona, Texas, and serves business and institutional clients nationwide.

Our organization is currently led by the third generation of the founding family's leadership, Chairman and CEO Mariner Kemper; and much of UMB's success and culture can be attributed to the leadership of the Kemper family.



UMB's financial reports and filings can be found at <https://investorrelations.umb.com>

UMB Financial Corp Reports Fourth Quarter Net Income of \$70.9 Million, or \$1.45 Per Diluted Share & Net Operating Income of \$112.0 Million, or \$2.29 Per Diluted Share. Full-Year 2023 Earnings of \$350.0 Million; Net Operating Income of \$397.1 Million.

UMB Financial Corporation Fact Sheet



As of December 31, 2023

UMB Financial Corporation (Nasdaq: UMBF) is a financial services company headquartered in Kansas City, Missouri. UMB offers commercial banking, which includes comprehensive deposit, lending, treasury management and investment services, personal banking, which includes wealth management and financial planning services, and institutional banking, which includes asset servicing, corporate trust solutions, investment banking, and healthcare services.

For more than 110 years, we've operated with high-touch, responsive service, prudent business practices, and a stable balance sheet. Because of this, we have weathered all economic cycles—and will continue to do so.

We have strong capital levels and a very strong liquidity position, along with a loan-to-deposit ratio that allows us to be there for our customers during times of need. We believe in doing what's right, not what's popular, and that value has helped us support our customers when they need us most.

“ We closed 2023 with strong fourth quarter performance, demonstrating the power and resilience of our diversified business model. Results were accentuated by continued loan and deposit growth, expanding net interest margin and net interest income, solid fee income growth and exceptional asset quality. ”

—Mariner Kemper, Chairman, President and Chief Executive Officer,
UMB Financial Corporation

Fourth Quarter 2023	
Quarterly Total Revenue	\$370.8 million
Market Cap	\$4.1 billion
Total Assets	\$44.0 billion
Percentage Average NonInterest Bearing Deposits	31.0%
Percentage Revenue From Fees	37.8%
Dividends Per Share	\$0.39
Price to Earnings Ratio*	11.6x
Fitch Rating/Outlook	A/Negative
Moody's Rating/Outlook	Baa1/Stable
S&P Rating/Outlook	BBB+/Stable
Employees	3,599

*Price to earnings ratio is calculated using the last 12 months EPS.

Peers versus UMBF comparison¹

	Peer Median	UMBF	
Asset Growth Dec. 31, 2018 vs. Dec. 31, 2023	69.9%	88.5%	Our 5-year asset growth exceeds peers.
Average Loan-to-Deposit Ratio	86.3%	70.7%	We have plenty of liquidity to meet the needs of our customers.
Common Equity Tier 1 Ratio	10.35%	10.94%	We continue to operate with strong capital levels.
Net Charge-off/Average Loans	0.19%	0.02%	Our strong asset quality is the result of sound credit risk management.

¹ All data is for the fourth quarter 2023 or as of Dec. 31, 2023, as indicated.
Industry source: S&P Global Market Intelligence.

UMB.com

UMB Financial Corporation Fact Sheet



As of December 31, 2023

UMB announced net income of \$70.9 million, or \$1.45 per share, for the fourth quarter of 2023, compared to \$96.6 million, or \$1.98 per share, for the linked quarter and \$100.2 million, or \$2.06 per share, for the fourth quarter of 2022. Net operating income was \$112.0 million, or \$2.29 per share, for the fourth quarter of 2023, compared to \$98.4 million, or \$2.02 per share, for the linked quarter and \$101.1 million, or \$2.07 per share for the fourth quarter of 2022.*

- Key highlights from the fourth quarter results included a 3.7% increase in net interest income from the linked quarter, facilitated by a 6.3% annualized increase in average loans
- At Dec. 31, 2023, total deposits increased \$3.2 billion to \$35.8 billion compared to year-end 2022, and were \$2.4 billion above Sept. 30, 2023 balances
- UMB remains well-positioned with an attractive average loan-to-deposit ratio of 70.7%, strong capital levels, and a high-quality loan portfolio.

Mariner Kemper

Chairman, President and Chief Executive Officer, UMB Financial Corporation

Ram Shankar

Chief Financial Officer, UMB Financial Corporation

MEDIA RELATIONS CONTACT

Stephanie Hague

Corporate Communication
816.860.5088

INVESTOR RELATIONS CONTACT

Kay Gregory

Investor Relations
816.860.7106

P.O. Box 419226
Kansas City, MO 64141-6226

All per share metrics above are on a diluted share basis.

* Net operating income is a non-GAAP measure. See page 48 of the 4Q'23 Investor Presentation for reconciliation to net income.

Lead Bank: UMB Bank, n.a., member FDIC

Headquarters: 1010 Grand Boulevard, Kansas City, MO 64106

UMB subsidiaries include:

UMB Distribution Services, LLC
UMB Asset Management, LLC

UMB Financial Services, Inc.
UMB Fund Services, Inc.

UMB Insurance, Inc.
UMB Trust Company of South Dakota

UMB.com   

Executive Corporate Overview

UMB Bank, n.a.
1010 Grand Blvd
Kansas City, MO 64106
816-843-2842

UMB has been a provider for the State of Nebraska since 2009. Contract Number 79590 O4, Individual Liability Travel Card Services.

UMB has been an industry leader in Commercial and Purchasing Card programs for over 40 years. Recognized as one of VISA's top 15 commercial card providers based on annual portfolio spend. UMB considers itself a right sized bank – large enough to provide the technology and solutions of the mega-banks, but small enough to retain the feel of a local, community bank. Our associates are empowered to own relationships, while having direct access to higher levels of management and decision making within the company, if needed. This translates into a higher level of flexibility, responsiveness, and service for our clients. In short, we are not a transactional bank. Rather, UMB's goal is to create long-term relationships and to grow with the organizations that support our communities.

Cherie Figge, SVP/Commercial Card Sales Account Executive:

Cherie started her UMB career in 2008 in Denver. In 2013 she transferred to UMB's headquarters in Kansas City. Currently her role includes managing the Commercial Card Implementation team and serves as the relationship manager for the State of Kansas and several of UMB's top clients across the country. She graduated from Colorado State University in 1994. Prior to joining UMB in 2008 she worked at Citibank in commercial cards for 3 years.

Service Model

UMB is very proud of our Commercial Card Service Model as we believe it provides a unique model that allows for several avenues of contact and resolution in real time for urgent issues and non-urgent concerns.

UMB prides itself on offering our customers the Unparalleled customer experience. Our goal is to build strong and lasting relationships with our customers. UMB is in a unique position to offer our clients sophisticated solutions that can compete with large banks but still offer the personal touch of neighborhood bank. It is not uncommon to engage senior management in client issue resolution. All levels of UMB are accessible and engaged in the overall satisfaction of our clients. In addition, all of our customer service agents are based in the US and employees of UMB. Training of our customer engagement team is continuous and considered a priority. UMB is confident in our ability to invest the time, energy, and compassion that other providers won't to provide a seamless and successful procurement card program. UMB recognized from the beginning that each client and program is different and built our product offering and solutions with that understanding. This is one of the key differentiating factors favoring UMB: UMB is committed to delivering solutions customized to meet the needs of its clients, not "off the shelf" products which may not be the best-in-class solution for any particular client. UMB offers a flexible solution that will be built specifically around the needs of our customers.

Title of Position	Roles and Responsibilities	Location
Program Administrator Support Team	This Team will provide day to day support to all cardholders. They can assist with balance and availability inquiries, reporting a card lost/stolen and statement copy requests. This is a team of UMB associates.	Kansas City, MO 1-855-698-8050 Commercial.bankcards@umb.com Monday – Friday: 7am-6pm CST
24 Hour Customer Support	Outside of business hours, our 24-hour customer service can assist with cardholder and administrator questions or issues. Including fraud holds, reporting a card lost/stolen, and changing credit limits. This is provided by our processor a 3 rd party company.	Kansas City, MO 1-800-292-2100



Technical Proposal

ATTACHMENT A

Request for Proposal 6855 Z1 REBID

Bidders are required to complete all forms provided in this attachment.

Forms A.1 – A.2 are to be included as part of the Technical Approach.

Form A.3 is to be submitted as the Rebate Proposal.

Form A.1: a. Mandatory Project Requirements

b. Project Requirements

Form A.2: Technical Requirements

Form A.3: Rebate Proposal (separate attachment)

FORM A.1.a

Mandatory Project Requirements

Please answer the following two mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes No Is the bidder an authorized issuer of cards for the purposes detailed in Section V of this Request for Proposal?

Yes No Does the bidder have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size?

FORM A.1.b

Project Requirements

Please answer the following question with a check mark after the appropriate response.


Yes No Has your company completed the Viewpoint Diversity Score Business index survey conducted by the Alliance Defending Freedom?

Please answer the following two questions and if a yes answer is given, please disclose those commitments.

Yes No Has your company made any public statement or enacted any policies which commits all assets under management to be used for a social or political purpose? If yes, please disclose those commitments.

Yes No Is your company a member of any organizations or associations which require members to use all assets under management for a social or political purpose? Examples include, but are not limited to, GFANZ, the Net Zero Banking Alliance or Climate Action 100. If yes, please disclose those commitments.

FORM A.2

Technical Requirements	
2.1	<p>Bidder must detail the brand of card that will be issued.</p> <p>Response: UMB issues Visa branded cards.</p>
2.2	<p>Bidder must include a copy of the card design proposed.</p> <p>Response: Below is the current card design. The State can update the card design.</p> <div style="text-align: center;">  </div>
2.3	<p>Bidder must detail how the card can be printed with both the employee and employer's name.</p> <p>Response:</p> <p>A logo, digital image or artwork design will be placed on the front of the card. Two lines of embossing allow for the name of the cardholder and other discretionary data such as position, title, department, or functional area. This data is placed on the back of the card.</p>
2.4	<p>Bidder should detail who will be liable for all balances on the cards.</p> <p>Response:</p> <p>The cardholder is liable for all balances on the cards.</p>
2.5	<p>Bidder shall detail the requirements of the cardholder in relation to this program, available credit lines (depending on the bidder's credit approval process), cardholder terms and conditions, the card issuance and reissuance process. The bidder must include a sample cardholder enrollment form (application form), other cardholder materials, and the card carrier accompanying the issued card in its RFP response. The bidder must also detail how a delinquent card payment may impact the employee's credit score.</p> <p>Response:</p>

	<p>The issuance of an individual account on the State travel card program requires the potential cardholder first obtain approval from the respective Agency program administrator for which they are employed. The application form which will be agreed upon by the State of Nebraska and UMB will be completed and signed by the employee requesting consideration. The credit evaluation is based on the applicant’s personal credit credentials, and if approved the individual cardholder is liable for the amounts on the travel card.</p>
2.6	<p>Bidder shall detail the process to convert current employees to the new credit card, if needed. Provide an example of the notification process.</p> <p>Response:</p> <p>If awarded UMB is the current issuer for the State. Employees would not need to be issued new cards.</p>
2.7	<p>Bidder must detail the process from when an application is received, the approval process, and when the card is mailed.</p> <p>Response:</p> <p>Potential cardholders will be requested to complete and sign a State of Nebraska Individual Liability Travel Card Application and to have the program administrator approve the request for submission to UMB. The application form will be reviewed for completeness, evaluate the personal credit history of the prospective cardholder, consider the appropriate limit and facilitate the decision for issuance or decline within 5 days of receipt of a completed application by UMB. Limits begin at \$500 and are issued to the level that will service the estimated monthly transactions. All limit levels will be considered, and most limits are issued in the \$2,000 to \$5,000 range dependent on estimated needs. UMB will provide the application form in a paper format or as a fill and print that can be placed in the State’s intranet website. Once approved cards will arrive in 7 to 10 business days.</p>
2.8	<p>Bidder shall detail the process to report and replace a lost or stolen card.</p> <p>Response:</p> <p>Cardholder will contact the number on the back of the card. The current card will be closed, and a new card will be issued.</p>
2.9	<p>Bidder should detail how the bidder can manage one program to allow the employee to use their card to get cash at an ATM and another program that prevents any ATM transactions.</p> <p>Response:</p> <p>Cash access is restricted by cardholder. The State determines if cash access should be allowed on the individual liability travel cards.</p>
2.10	<p>Bidder should detail the minimum amount required to spend on the card annually, if any.</p>

	<p>Response:</p> <p>UMB does not have minimum volume requirements.</p>
2.11	<p>Bidder shall detail how their card program meets all federal, state, and local laws as well as regulations, rules and requirements set forth by the card company/association and overseeing industry.</p> <p>Response:</p> <p>UMB understands the requirements and agrees to meet all federal, state and local laws as well as regulations, rules and requirements set forth by Visa, Inc.</p>
2.12	<p>Bidder should detail areas of the United States that the card is not accepted.</p> <p>Response:</p> <p>UMB issued cards would be accepted at all Visa accepting locations in the United States.</p>
2.13	<p>Bidder should detail international locations that the card is not accepted.</p> <p>Response:</p> <p>UMB issued cards can be used in the US only, US and Canada or all countries. The State will determine if international access should be allowed.</p>
2.14	<p>Bidder should detail their ability to block any merchant class codes as requested by the Program Administrators.</p> <p>Response:</p> <p>Cards may be restricted to block specific merchant category codes. UMB assigns a Merchant Category Group to each card. UMB will work with State to determine which types of merchants should be allowed.</p>
2.15	<p>Bidder should detail if a dedicated account representative will be assigned to this contract. Detail if they can handle agency questions or cardholder issues or both.</p> <p>Response:</p> <p>Yes, UMB has assigned Cherie Figge as the dedicated relationship manager for the State of Nebraska. Cherie will handle all agency questions. Cardholders will contact the UMB service team.</p>
2.16	<p>Bidder should provide a monthly report sent to the Treasurer's Office listing the number of transactions and dollars charged per card under this contract. Include an example of the monthly report.</p> <p>Response:</p> <p>A sample report is located at the end of this document. This report is available in Excel or PDF.</p>
	<p>Bidder must detail all methods available for the Treasurer's Office to receive monthly reports.</p>

2.17	<p>Response:</p> <p>A report can be scheduled to run daily, weekly or monthly. An email notification will be sent out that the report is ready.</p>
2.18	<p>Bidder must detail if a toll-free customer service line is available to service Individual Liability Travel cardholder questions and inquires.</p> <p>Response:</p> <p>Cardholders may use the toll-free number on the back of their card for questions and inquiries.</p>
2.19	<p>Bidder must detail the hours and days the customer service line is not available.</p> <p>Response:</p> <p>Cardholder customer service is available 24 hours a day 7 days a week.</p>
2.20	<p>Bidder must detail the types of inquires handled by their customer service representatives.</p> <p>Response:</p> <p>UMB Bankcard Center provides toll-free customer service for lost/stolen cards reporting, merchant category code changes, credit limit changes, new card requests, billing inquiries and disputes, and cancellation of cards.</p>

2.21	<p>Bidder shall detail the timing when statements will be available after the previous month end.</p> <p>Response:</p> <p>Statements close at midnight and the new statement is available shortly after.</p>
2.22	<p>Bidder shall detail the options available for the cardholder to receive their statement. The bidder shall provide a sample statement.</p> <p>Response:</p> <p>Cardholders can choose to receive paper statements, electronic statements or both.</p>
2.23	<p>Bidder must detail how the minimum payment is calculated or if the full amount is due every month.</p> <p>Response:</p> <p>The statement amount is due in full every month.</p>
2.24	<p>Bidder must detail when the account is past due, who will be notified. Include all parties, such as, the cardholder, the agency and/or the State Treasurer's Office. Include the method(s) which notification is available.</p> <p>Response:</p> <p>When an account is 30 days past due direct telephone calls are place to cardholders at all available numbers, between 8:00 AM and 8:00 PM, by the professional collection staff.</p>

	<p>UMB can notify program administrators upon request or on a monthly basis to ensure that the State and Universities are aware of any potential issue. At no time will UMB ask the State to contract the cardholder, and UMB will not be able to discuss any personal credit information used in conjunction with the account.</p>
2.25	<p>Bidder will detail if an annual fee will be charged to the employee and the amount of the annual fee.</p> <p>Response:</p> <p>UMB does not charge an annual fee.</p>
2.26	<p>Bidder must detail any grace period associated with this card. Describe when interest and late fees would be assessed.</p> <p>Response:</p> <p>There is a two-day grace period after the due date before late fees and finance charges are assessed.</p>
2.27	<p>Bidder must detail how finance charges will be assessed.</p> <p>Response:</p> <p>Late fees: Balance Less than \$100 = \$15.00 Balance \$100 - \$999.99 = \$29.00 Balance \$1000 or more = \$39.00</p> <p>Finance Charges: WSJ Prime + 8.00% on purchases the minimum is 13.25%</p>
2.28	<p>Bidder must detail what is required of the employee if they leave employment under this contract. Detail if cards will be required to be surrendered?</p> <p>Response:</p> <p>When an employee terminates employment with the State the card should be closed, and the balance paid in full. The cardholder will be responsible for all charges.</p>
2.29	<p>Bidder shall detail the process to determine if an employee is still employed with the State or the University before the card expires to determine if a card should be reissued under this program.</p> <p>Response:</p> <p>Currently cards are on a natural reissue and UMB does not check to confirm if the cardholder is still employed before the renewal card is shipped out. UMB would recommend going forward that the State on a quarterly basis confirm the employment for the current cardholders.</p>
	<p>Bidder must detail options available to receive the rebate. Example: monthly, quarterly, or yearly.</p>

2.30

Response:

Rebates are paid yearly.

2.31	<p>Bidder must detail if any rebate opportunity is available for new card issued.</p> <p>Response:</p> <p>Rebate is paid on the total charge volume of all cards in the program.</p>
2.32	<p>Bidder must detail any additional rebate opportunities.</p> <p>Response:</p> <p>If the State adds cards or additional commercial or purchasing card programs with UMB the rebate payout will increase.</p>

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6855 Z1 REBID

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

Preparation of Response Contact Information	
Bidder Name:	UMB BANK N.A.
Bidder Address:	1010 GRAND BLVD, KANSAS CITY, MO 64106
Contact Person & Title:	CHERIE FIGGE, COMMERCIAL CARD SALES
E-mail Address:	CHERIE.FIGGE@UMB.COM
Telephone Number (Office):	816-843-2842
Telephone Number (Cellular):	303-842-8311
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	UMB BANK N.A.
Bidder Address:	1010 GRAND BLVD, KANSAS CITY, MO 64106
Contact Person & Title:	CHERIE FIGGE, COMMERCIAL CARD SALES
E-mail Address:	CHERIE.FIGGE@UMB.COM
Telephone Number (Office):	816-843-2842
Telephone Number (Cellular):	303-842-8311
Fax Number:	

Transaction Search - Company

Click the summary element to view the transactions of the selected context

US Dollar, Statement Period 01/29/2024 to 02/28/2024

Account Holder Last Name	Account Holder First Name	Trans Count	Debit Total	Credit Total	Payment Total
Urrea	Carlos	23	\$ 1,768.00	\$ 0.00	\$ 0.00
Lesiak	Christine	51	\$ 1,926.54	\$ 10.71	\$ 0.00
Bettis	Clifford	1	\$ 15.00	\$ 0.00	\$ 0.00
Snow	Daniel	6	\$ 72.56	\$ 0.00	\$ 0.00
Casillas	Emily	16	\$ 746.52	\$ 0.00	\$ 0.00
Cagley	Karen	1	\$ 1.77	\$ 0.00	\$ 0.00
Alloway	Richard	6	\$ 134.65	\$ 0.00	\$ 0.00
Housh	Terry	6	\$ 816.99	\$ 0.00	\$ 0.00
Total		110	\$ 5,482.03	\$ 10.71	\$ 0.00

TERMS AND CONDITIONS

Bidders should complete Sections II thru 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 Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

- i. If only one Party has a particular clause then that clause shall control,
- ii. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
- iii. 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 RFP Response (Initial)	NOTES/COMMENTS:
		CF	Upon award UMB will require a fully executed contract.

- iv. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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. DISCOUNTS

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

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

F. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

G. AMENDMENT

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

H. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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.

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

I. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor’s performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor’s performance for a specific contract (“Vendor Performance Notice”). The State may also document the Vendor’s performance in a report, which may or may not be provided to the vendor (“Vendor Improvement Request”). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State’s records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

J. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan (“CAP”). The State will identify issues with the Contractor’s performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

L. BREACH

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

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 email to the contractor’s point of contact with

acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

M. NON-WAIVER OF BREACH

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

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

N. SEVERABILITY

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

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.

O. INDEMNIFICATION

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

v. 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.

vi. 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 Request for Proposal.

vii. PERSONNEL

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

viii. 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. 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. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

- ix. 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.

P. ATTORNEY'S FEES

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

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.

Q. ASSIGNMENT, SALE, OR MERGER

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

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 SUBDIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
CF			The Individual Liability Travel Card program is not available to Nebraska Governmental Sub-Divisions under this contract.

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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") that was not foreseeable at the time the Contract was executed. 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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

The contract may be terminated as follows:

- x. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
- xi. The State, in its sole discretion, may terminate the contract, in whole or in part, 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.
- xii. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - f. if directed to do so by statute,
 - g. 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,
 - h. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
 - i. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
 - j. 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,

- k. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
- l. Contractor intentionally discloses confidential information,
- m. Contractor has or announces it will discontinue support of the deliverable; and,
- n. In the event funding is no longer available.

V. CONTRACT CLOSEOUT

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

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

- xiii. Transfer all completed or partially completed deliverables to the State,
- xiv. Transfer ownership and title to all completed or partially completed deliverables to the State,
- xv. 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,
- xvi. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
- xvii. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
- xviii. Return or vacate any state owned real or personal property; and,
- xix. 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.

CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder'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:

- xx. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
- xxi. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
- xxii. Damages incurred by Contractor's employees within the scope of their duties under the contract,
- xxiii. 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,
- xxiv. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
- xxv. 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 employee.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:

- xxvi. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
- xxvii. The completed United States Attestation Form should be submitted with the Request for Proposal response.
- xxviii. 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.
- xxix. 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			UMB is subject to privacy laws and protection of card data which we have to comply with.

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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:

- xxx. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
- xxxi. 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,
- xxxii. 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.

xxxiii. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	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
Motor Carrier Act Endorsement	Where Applicable
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	\$5,000,000 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."	

xxxiv. EVIDENCE OF COVERAGE

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

Nebraska State Treasurer's Office
 Attn: Treasury Management Director
 RFP # 6855 Z1 REBID
 nst.TMStaff@nebraska.gov

Treasury Management Director
 PO Box 94788
 Lincoln, NE 68509

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.

xxxv. 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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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

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

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

J. ADVERTISING

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

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 (Nonnegotiable)

xxxvi. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

xxxvii. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.K.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must

provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

xxxviii. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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 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.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
CF			

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

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

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

E. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

RFP 6855 Z1 REBID
Individual Liability Travel Card Services

Rebate Proposal

Form A.3

The bidder must submit a detailed Rebate Proposal based on the sales listed and address the following options in their proposal:

- a. Please identify the rebate level based on the following spend tiers per year.

REBATE PERCENTAGE MATRIX								
VOLUME SPEND	PERCENT OF SALES REBATE							
	Initial Term Year 1	Initial Term Year 2	Initial Term Year 3	Initial Term Year 4	Initial Term Year 5	Initial Term Year 6	Renewal One Year 7	Renewal Two Year 8
\$0 to \$49,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$50,000 to \$99,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$100,000 to \$149,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$150,000 to \$199,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$200,000 to \$249,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$250,000 to \$299,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$300,000 to \$349,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$350,000 to \$399,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$400,000 to \$449,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$450,000 to \$499,999	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%
\$500,000 and over	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%	0.80%