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STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	06/18/25
BUSINESS UNIT	BUYER
65050112	BROOK TAYLOR (AS)

CONTRACT NUMBER
105713 O4

VENDOR NUMBER: 7289822

VENDOR ADDRESS:

PITNEY BOWES PRESORT SERVICES LLC
10110 I ST
OMAHA NE 68127-1129

THE CONTRACT PERIOD IS:

SEPTEMBER 11, 2023 THROUGH SEPTEMBER 10, 2027

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6788 Z1

Contract to supply and deliver Mail Preparation and Presorting Services to the State of Nebraska.

This is the initial term of the contract as amended.

The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Point of Contact:

Name: Kevin Ziska
Phone: 402-596-7901
Cell: 402-213-4882
E-Mail:kevin.ziska@pb.com

(BT 08/31/23)

Amendment One (1) as Attached (BT, 06/18/25)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FLATS MAIL PREPARATION INITIAL YEAR 1	540,800.0000	EA	0.3860	208,748.80
2	PRESORT MAIL PREPARATION INITIAL YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
3	FLATS MAIL PREPARATION INITIAL YEAR 2	540,800.0000	EA	0.4850	262,288.00

DS

Signed by: Brook Taylor 7/8/2025
9D9E6EDF47644F8... BUYER

DocuSigned by: 7/10/2025
MATERIEL ADMINISTRATOR

Docusign Envelope ID: EC55FBB7-AB72-4DDC-8F84-294B44AE592C

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
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PAGE	ORDER DATE
2 of 2	06/18/25
BUSINESS UNIT	BUYER
65050112	BROOK TAYLOR (AS)

VENDOR NUMBER: 7289822

CONTRACT NUMBER
105713 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
4	LETTERS MAIL PREPARATION INITIAL YEAR 2	11,323,000.0000	EA	0.0300	339,690.00
5	FLATS MAIL PREPARATION INITIAL YEAR 3	540,800.0000	EA	0.4850	262,288.00
6	LETTERS MAIL PREPARATION INITIAL YEAR 3	11,323,000.0000	EA	0.0300	339,690.00
7	FLATS MAIL PREPARATION INITIAL YEAR 4	540,800.0000	EA	0.4850	262,288.00
8	LETTERS MAIL PREPARATION INITIAL YEAR 4	11,323,000.0000	EA	0.0300	339,690.00
9	FLATS MAIL PREPARATION OPTIONAL RENEWAL 1 YEAR 1	540,800.0000	EA	0.4850	262,288.00
10	LETTERS MAIL PREPARATION OPTIONAL RENEWAL 1 YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
11	FLATS MAIL PREPARATION OPTIONAL RENEWAL 2 YEAR 1	540,800.0000	EA	0.4850	262,288.00
12	LETTERS MAIL PREPARATION OPTIONAL RENEWAL 2 YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
	Total Order				**3,558,328.80**

Initial
BT
BUYER INITIALS

Docusign Envelope ID: EC55FBB7-AB72-4DDC-8F84-294B44AE592C

AMENDMENT ONE
Contract Number 105713 O4

Mail Preparation and Presorting Services

Between
The State of Nebraska
And
Pitney Bowes Presort Services, LLC (PBPS)

THIS AMENDMENT is entered into by and between the State of Nebraska ("State/Entity") and Pitney Bowes Presort Services, LLC (PBPS) ("Vendor").

WHEREAS, the State of Nebraska has a contract with Vendor identified as 105713 O4 for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. Contract line(s) 3,5,7,9, and 11 are hereby deleted and replaced with the following:

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
3	FLATS MAIL PREPARATION INITIAL YEAR 2	540,800.0000	EA	.485
5	FLATS MAIL PREPARATION INITIAL YEAR 3	540,800.0000	EA	.485
7	FLATS MAIL PREPARATION INITIAL YEAR 4	540,800.0000	EA	.485
9	FLATS MAIL PREPARATION OPTIONAL RENEWAL 1 YEAR 1	540,800.0000	EA	.485
11	FLATS MAIL PREPARATION OPTIONAL RENEWAL 2 YEAR 1	540,800.0000	EA	.485

IN WITNESS WHEREOF, this amendment is entered into as of July 13, 2025, (the "Effective Date").

State of Nebraska

DocuSigned by:
By: _____
D5D6C0E236ED496...

Name: Michelle Potts

Title: Materiel Administrator

Date: 7/10/2025

Pitney Bowes Presort Services, LLC (PBPS)

Signed by:
By: Nicole Ziska
6282E933A3D34D6...

Name: Nicole Ziska

Title: SVP, Strategy & Insights

Date: 7/2/2025

DocuSign Envelope ID: 67A2463C-1998-46A4-B7D2-56B4CE5DDD71

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	08/31/23
BUSINESS UNIT	BUYER
65050112	MATTHEW HANSEN (AS)

VENDOR NUMBER: 7289822

VENDOR ADDRESS:

PITNEY BOWES PRESORT SERVICES LLC
10110 I ST
OMAHA NE 68127-1129

CONTRACT NUMBER
105713 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 11, 2023 THROUGH SEPTEMBER 10, 2027

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6788 Z1

Contract to supply and deliver Mail Preparation and Presorting Services to the State of Nebraska as per the attached specifications for a four (4) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Kevin Ziska
Phone: 402-596-7901
Cell: 402-213-4882
Fax: 402-339-0137
E-Mail: kevin.ziska@pb.com

ADDENDUM ONE (1) TO CONTRACT AS ATTACHED (BT 08/31/23)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	FLATS MAIL PREPARATION INITIAL YEAR 1	540,800.0000	EA	0.3860	208,748.80
2	PRESORT MAIL PREPARATION INITIAL YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
3	FLATS MAIL PREPARATION INITIAL YEAR 2	540,800.0000	EA	0.3860	208,748.80
4	LETTERS MAIL PREPARATION INITIAL YEAR 2	11,323,000.0000	EA	0.0300	339,690.00
5	FLATS MAIL PREPARATION INITIAL YEAR 3	540,800.0000	EA	0.3860	208,748.80
6	LETTERS MAIL PREPARATION INITIAL YEAR 3	11,323,000.0000	EA	0.0300	339,690.00

DocuSigned by: Matthew Hansen 9/12/2023
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DS

DocuSigned by: Amara Block
4CFF2711162A4A2... 9/13/2023
MATERIEL ADMINISTRATOR

DocuSign Envelope ID: 67A2463C-1998-46A4-B7D2-56B4CE5DDD71

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	08/31/23
BUSINESS UNIT	BUYER
65050112	MATTHEW HANSEN (AS)

VENDOR NUMBER: 7289822

CONTRACT NUMBER
105713 O4

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
7	FLATS MAIL PREPARATION INITIAL YEAR 4	540,800.0000	EA	0.3860	208,748.80
8	LETTERS MAIL PREPARATION INITIAL YEAR 4	11,323,000.0000	EA	0.0300	339,690.00
9	FLATS MAIL PREPARATION OPTIONAL RENEWAL 1 YEAR 1	540,800.0000	EA	0.3860	208,748.80
10	LETTERS MAIL PREPARATION OPTIONAL RENEWAL 1 YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
11	FLATS MAIL PREPARATION OPTIONAL RENEWAL 2 YEAR 1	540,800.0000	EA	0.3860	208,748.80
12	LETTERS MAIL PREPARATION OPTIONAL RENEWAL 2 YEAR 1	11,323,000.0000	EA	0.0300	339,690.00
	Total Order				**3,290,632.80**

DS

BUYER INITIALS

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ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 105713 O4 Mail Preparation and Presorting Services
Between
The State of Nebraska and Pitney Bowes Presort Services, LLC

The following clauses, Addendum One of Contract 105713 O4 have been reviewed and agreed upon between Pitney Bowes Presort Services, LLC "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Mail Preparation and Presorting Services. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II - IV of the Request for Proposal. Unless otherwise indicated below, the Contractor has agreed to all terms and conditions set forth within the Request for Proposal and Contractor's response to the Request for Proposal, which is incorporated by reference herein.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the clauses and certifies Contractor maintains a drug free work place environment.

II. TERMS AND CONDITIONS

F. PRICES

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the effective date of the contract until the contract terminates or expires. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service ("USPS"). If the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost of performance of the services, the Contractor will provide the State with at least thirty (30) days advance written notice of such USPS changes and any pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify the Contractor in writing prior to the end of the thirty (30) day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS and modifications initially imposed by the Contractor shall remain in effect during the negotiations until an amendment is signed by both parties.

The State reserves the right to deny any requested price increase. Other than as a result of USPS changes, 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.

I. CHANGE ORDERS OR SUBSTITUTIONS

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

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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.

Except as otherwise provided in Section F, Prices, above, 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*****

W. CONTRACT CLOSEOUT

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data belonging to or available to the State that is 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, proprietary confidential information, or information or data owned by the Contractor for which the State has no legal claim.

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III. CONTRACTOR DUTIES

F. INSURANCE REQUIREMENTS

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 one (1) year 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 one (1) year 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 contactors' 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

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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 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 anyone directly or indirectly employed by Contractor, 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, Personal Injury, and Contractual Liability coverage. **The policy shall include the State 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.

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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
Medical Payments	$5,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

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3. 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:

Department of Administrative Services
RFP # 6788 Z1 / Contract 105713 O4
matthew.hansen@nebraska.gov

Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage certificate of insurance 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.

L. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a summary 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.

N. WARRANTY

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 presort mail processing industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY

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DISCLAIMED. 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 (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." Notwithstanding the foregoing, permit mail postage will be paid in advance or by establishing a postage deposit account or other payment as agreed by the parties.

H. 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.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies a previously undisclosed overpayment that exceeds one-half of one percent (.5%) of the total contract billings, in addition to reimbursement to the State for such overpayment, the Contractor shall pay interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law (if less) from the time paid until reimbursed by Contractor. 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.

DocuSign Envelope ID: 67A2463C-1998-46A4-B7D2-56B4CE5DDD71

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: DocuSigned by: Amara Block 4CFF2711162A4A2...

Name: Amara Block

Title: Materiel Administrator

Date: 9/13/2023

Contractor: Pitney Bowes Presort Services, LLC

By: DocuSigned by: Nicole Ziska 6282E933A3D34D6...

Name: Nicole Ziska

Title: SVP, Strategy & Insights

Date: 9/12/2023

pitney bowes

Pitney Bowes Presort Services, LLC
10110 I Street
Omaha, NE 68127-1129
office: 402.339.6500
fax: 402.339.6588
www.pb.com

July 6, 2023

State of Nebraska
Attn: Matthew Hansen
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: RFP 6788 Z1 ("RFP")
Mail Preparation and Presorting Services

Dear Mr. Hansen:

Pitney Bowes Presort Services, LLC (PB Presort Services or PBPS) thanks you for the opportunity to submit the following response to your RFP referenced above. We have thoroughly reviewed the bid document and gathered information has allowed us to tailor a solution to meet, and in some areas, exceed the State's needs and objectives. We are excited about the possibility of continuing to partner with you and welcome the opportunity to answer any further questions and/or clarify any of our responses.

PB Presort Services is the largest workshare partner of the USPS®, which allows us to receive postal discounts, which we in turn share with our clients. We pride ourselves on partnering with mailers to be your one-stop shop to pick up all your First-Class Mail®, Marketing Mail®, Bound Printed Matter Mail and Parcels for submission to the USPS. We also offer tracking tools that help clients know where their mail is during the entire commingling and mailing process. With our network of more than 35 presort mail operating centers around the U.S., we are the only company that is scalable for your continued growth and national coverage needs. We provide:

- Reduced mailing costs to our clients
- Unparalleled Business Continuity capabilities designed to continue processing your mail pieces even during natural disasters
- Operating centers with surveillance video cameras and secure access for mail piece security
- Consistent high-quality performance meeting USPS regulations
- The ability for clients to focus on their core competencies and leave all their postal needs to us

As we read through your RFP, there are a few items that we would like to clarify:

- Attachment A, Pickup Locations, includes a statement that the State "may update pickup locations, times and may request additional special pickups". The State may request additional pickups at any time, but changes in pickup locations and times, including adding new locations and times, would need to be as mutually agreed.

- PBPS pricing assumes that all mail is prepared by the State in compliance with all USPS requirements for automation compatible mail as set forth in the Domestic Mail Manual ("DMM") and its attendant documentation applicable to each type of mail submitted.

- All pricing is based upon USPS rates as of July 9, 2023, and the pricing would begin as of the effective date of the contract issued as a result of this RFP. Please note that we have entered pricing on the Cost Proposal only for year one. The USPS currently implements a postage rate change two times each year. PBPS can only provide pricing based on the current USPS rates and cannot predict what fees may be for the next five years. As mentioned in our comments to Section II.F, Pricing, if the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost of performance of the services, PBPS will provide the State with at least thirty (30) days advance written notice of such USPS changes and any pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify PBPS in writing prior to the end of the thirty (30) day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS and modifications initially imposed by PBPS shall remain in effect during the negotiations until an amendment is signed by both parties.

- Fees are based upon the First Class letter mail being pre-metered by the State, or postage for permit mail charged to the State, at the then-current USPS 5 Digit rate (which as of July 9, 2023, is $0.498 for a one ounce piece). Fees for First Class flats are based upon the mail being pre-metered by the State at the then-current USPS 5 Digit rate (which as of July 9, 2023, is $0.831 for a one ounce piece).

- Postage Payment: While in general we agree that the State should not pay for services in advance, if the State uses permit mail or requires PBPS to meter mail on the State's behalf, the State will be charged for postage based on the same USPS discount rate as the pre-metered mail and must maintain a postage deposit or otherwise pay PBPS for such postage in advance of processing and PBPS would pay the USPS on a daily basis. PBPS is requesting this exception to be documented in the contract, Section IV. A. (Payment). In the event PBPS is required to meter the mail, an additional metering fee of $0.05 per piece of First Class letter mail and $0.10 per piece for First Class flat mail would apply and could affect service level time frames.

- Move Update: USPS regulations require that mailers utilizing discounted postage rates select one or more authorized move-update options. The State will complete a Certification of Move Update Compliance form as may be reasonably requested by PBPS from time to time in order to confirm the Move Update Option selected by the State. The USPS uses a census method of testing to determine if a mail owner's addresses are being updated as required by USPS Move Update Compliance regulations. Mailpiece compliance is measured per calendar month and results are reported on the USPS Mailer Scorecard. Mailer Scorecards are available for individual mail owners and for PBPS, the mail presenter. The USPS will assess penalties or postage assessments against PBPS as the eDoc submitter associated with the mailing if the total Move Update failures submitted by PBPS per operating center under its USPS Customer Registration ID (CRID) is over the USPS established threshold for the month. If the State has its own USPS Mailer ID (MID), the State will monitor its own failure rate for performance on the USPS Mailer Scorecard by the MID/CRID, which can be accessed through the USPS Business Customer Gateway. PBPS and the State will cooperate to identify and resolve failures involving the State's mail if either PBPS or the State has reasonable concerns about meeting the Mailer Scorecard threshold requirements. PBPS and the State shall also cooperate to promptly appeal any penalty or assessment by the USPS if there are reasonable grounds to advocate an appeal. In the event that the State provides its own Move Update solution, the State will reimburse PBPS for any penalties or postage assessments imposed by the USPS against PBPS due to, or caused in part by, the State's mailpiece Move Update failures which exceed the Mailer Scorecard threshold, based upon PBPS's calculation of the State's pro-rata portion of such penalty or assessment for that month. If the State needs PBPS to provide the Move Update solution, an additional fee will apply; however, in that case, the State will not be charged for such Move Update penalties or postage assessments imposed by the USPS against PBPS, on mailpieces processed by PBPS under those jobs even if the Move Update failures on those jobs exceed the Mailer Scorecard threshold. The fee for the PBPS Move Update Solution is $0.00 per piece scanned.

If there are any questions during the RFP evaluation that require local attention, you may contact Kevin Ziska, General Manager of our Omaha and Lincoln facilities, at 402-213-4882, or kevin.ziska@pb.com.

Once again, thank you for allowing PB Presort Services the opportunity to participate in this RFP, and to provide a tailored response to meet the States's needs. We enjoy taking a consultative approach to every partnership, so we can provide fresh eyes and innovative solutions to empower every business to mail smarter. Please do not hesitate to contact us with any questions as you are working through the review process.

Sincerely,

Nicole Ziska
SVP, Strategy & Insights
Pitney Bowes Presort Services, LLC

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 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:

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 RFP Response (Initial)	NOTES/COMMENTS:
X			

1. 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 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, 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:
X NB			**PBPS point of contact for the executed contract is Kevin Ziska.**

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:
X NB			

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

F. **PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	**PBPS proposes the modifications below in line with the questions and answers on Addendum One.**

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the ~~opening~~ effective date of the ~~proposal~~ contract until the contract terminates or expires. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service ("USPS"). If the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost of performance of the services, the Contractor will provide the State with at least thirty (30) days advance written notice of such USPS changes and any pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify the Contractor in writing prior to the end of the thirty (30) day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS and modifications initially imposed by the Contractor shall remain in effect during the negotiations until an amendment is signed by both parties.

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

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

G. **BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

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.

H. **AMENDMENT**

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

I. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	**PBPS proposes the modifications below in line with the questions and answers on Addendum One.**

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.

Except as otherwise provided in Section F, Prices, above, ~~N~~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*****

J. RECORD OF VENDOR PERFORMANCE

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

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.

K. 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.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

M. BREACH

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

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.

N. NON-WAIVER OF BREACH

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

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.

O. SEVERABILITY

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

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.

P. INDEMNIFICATION

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

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 Request for Proposal.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only 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.

Q. ATTORNEY'S FEES

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

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.

R. ASSIGNMENT, SALE, OR MERGER

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

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.

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

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

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.

T. FORCE MAJEURE

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

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.

U. CONFIDENTIALITY

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

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.

V. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

2. 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.

3. The State may terminate the contract, in whole or in part, 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.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X NR	**PBPS proposes the modifications below in line with the questions and answers on Addendum One**

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data belonging to or available to the State that is 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, proprietary confidential information, 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 RFP Response (Initial)	NOTES/COMMENTS:
X			**PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees.**

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:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

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

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 https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf

2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (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:
X			

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:
X			

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. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X	**PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees. In the event subcontractors were used, all subcontractors and independent contractors working with PBPS are required by PBPS to carry insurance applicable to the services they provide. PBPS does not carry insurance coverage for subcontractors or independent contractors.** **PBPS requests the changes marked below be made to clarify.**

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 one (1) year 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 one (1) year 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 contactors' 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~~Contractor, 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
Medical Payments	$~~10~~5,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
~~Independent Contractors~~	~~Included~~
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. **EVIDENCE OF COVERAGE**

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

Department of Administrative Services
RFP # 6788 Z1
joy.fischer@nebraska.gov / matthew.hansen@nebraska.gov

Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage ~~binder~~ certificate of insurance 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.

G. ANTITRUST

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

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.

H. CONFLICT OF INTEREST

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

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.

I. SITE RULES AND REGULATIONS

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

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

J. **ADVERTISING**

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

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)**

1. 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.
2. 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 P.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.
3. 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:
		X NB	**PBPS can provide a summary of its Business Continuity Plan to the State, but copies of the actual plan cannot be provided due to the highly confidential nature of the document. PBPS requests that "copy" be changed to "summary" below.**

The Contractor shall have a disaster recovery and back-up plan, of which a ~~copy~~ summary 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:
X NB			

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:
		X	PBPS proposes the modifications below in line with the questions and answers on Addendum One. Please note that the concept of reperforming services is not applicable for mail presort services. After the mail has been comingled, and after the mail has been delivered to the USPS, it cannot be pulled and sorted again. In addition, we feel that the existing provisions in section II above, specifically the breach provision in section M, and the provisions regarding contractor performance and a corrective action plan in sections J and K, provide adequate remedies for the State.

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 presort mail processing industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. EXCEPT AS SET FORTH IN THE IMMEDIATELY PRECEDING SENTENCE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. ~~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.

IV. 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." Notwithstanding the foregoing, permit mail postage will be paid in advance or by establishing a postage deposit account or other payment as agreed by the parties.

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. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment, service date and number of pieces and type of mail sorted. Invoices must be emailed to asprint.requisition@nebraska.gov . The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (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.

H. 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:
		X NB	**PBPS suggests the revised language below which is more in line with the current contract, but also adds payment of interest to the State relating to any overpayment discovered by the audit in lieu of paying the full costs of the audit. We believe this is a more appropriate remedy in the case of any overbilling.**

~~The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State~~Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies a previously undisclosed overpayment that exceeds one-half of one percent (.5%) of the total contract billings, in addition to reimbursement to the State for such overpayment, the Contractor shall pay interest at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law (if less) from the time paid until reimbursed by Contractor. ~~or i~~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.

E. BIDDER REQUIREMENTS

The proposal response should describe in detail how the bidder will meet the following requirements.

1	Describe how your company will pick up multiple letter trays from the locations and at the specified times listed in Attachment A, apply correct delivery point IMB, presort all such letters according to the USPS Regulations (DMM 330) and then deliver all letters to the Omaha Post Office Business Mail Entry Unit (BMEU) before the same day acceptance deadline of 6:00 PM CST.
	Bidder Response: Pitney Bowes Presort Services (PBPS) currently picks up at each location listed and at the times listed in this RFP. The stops at the NSOB Mail Center are made with our Pitney Bowes company vans and the stop at the Print Shop is made with either our Pitney Bowes vans or our straight trucks depending on mail volume. We run two trucks a day from our Lincoln Customer Service Center to our Omaha Mail Processing Facility. At PBPS we are not required to have our mail down to the BMEU in Omaha by 6:00 pm because of our Combined Mailing Agreement with the USPS. Our Critical Entry Times (CETs) are extended later into the night because of how we sort and present our mail to the USPS. Our mail is not cleared by a USPS clerk; it is verified electronically through Seamless Acceptance during USPS automated processing. All State of Nebraska First Class letter mail is picked up in Lincoln, Full Service IMbs are applied at our Omaha facility, and the letter mail is entered into the USPS mail stream as same day service.
2	Describe how your company will apply correct delivery point IMB and presort all flats mail according to the USPS Regulations (DMM 330) and deliver it to the Main Post Office for processing on NEXT BUSINESS DAY basis on or before the acceptance deadline allowed by the USPS. See Attachment A for pickup locations and times.
	Bidder Response: State of Nebraska First Class flat mail would be picked up at the same times as the letter mail utilizing the same vehicles. The flat mail would be transported to our Des Moines, IA facility and processed overnight and submitted to the USPS the next day. The PBPS facility in Des Moines, IA has five flat sorters that spray Full Service IMbs.
3	Describe how your company will pick up on a daily basis, exclusive of recognized State Holidays (See Attachment B), all letter mail and flats mail made available by the State of Nebraska at the time(s) and place(s) designated in Attachment A. The times listed are approximate; pick up times may be adjusted. The State may update pick up locations, times and may request additional special pickup. Describe how your company will transport the occasional extra heavy load (up to ten full All Purpose Containers) coming from locations listed in Attachment A. What transportation arrangements will be made?
	Bidder Response: PBPS has a 5 ton straight truck in Lincoln two times a day which can be utilized at any time for planned or unplanned pickups. If necessary, another 5 ton straight truck could be dispatched from our Omaha facility to drive over to Lincoln and make any extra pickups that may also be needed. Each straight truck can carry a total of 15

	APCs. If there is too much mail to fit in our straight trucks, we have two semis and two 52' trailers that we could utilize. Each 52' trailer can carry 28 single stacked pallets of mail. We also have 3 full size vans in Lincoln that can be used and 4 full size vans in Omaha that could be dispatched if needed. Any First Class letter mail picked up in Lincoln on any given day will be processed by PBPS that same day if required. All First Class flat mail will be picked up and processed the next day.
4	If any letter mail and/or flats mail delivered by the contractor to the USPS fails for any reason or is not delivered to the USPS for any reason, the contractor will be required to immediately make direct contact via telephone or email with either the DAS Materiel, Mail Center Manager or the DAS Materiel Mail Center Supervisor. The contractor must indicate how many letters and/or flats failed or were not delivered to the USPS and for what reason. Describe how the Mail Center will be notified. Bidder Response: Any State of Nebraska mail that would fail to get entered into the USPS by the agreed upon deadline would warrant a phone call from a member of the PBPS Customer Service Team. In most cases PBPS would know by the end of the day if a problem was going to prevent the mail from getting out. PBPS Customer Service would make every effort to contact a State of Nebraska staff member that evening to let them know about the problem and explore any options that may still be available to get the mail out. If contact cannot be made that night, then contact would be attempted first thing the next morning. A detailed explanation of what caused the problem and the solution to fix the problem would be presented at that time.
5	Describe how your company will, upon request and at no cost to the state, provide training sessions to agencies for the proper completion of letter mail and flats mail including information on Move Update Service or other USPS approved methods. Topics may include proper addressing, processing, envelopes and self-mailers, printing and fonts utilized or any other topics deemed beneficial to the State to improve quality of mail processed. Bidder Response: It is required that all PBPS Customer Service staff be certified through the USPS Mail Design Professional (MDP) program. It is through this program that they gain extensive knowledge and expertise in designing mail to satisfy the requirements of the USPS. At the request of the State of Nebraska, a member of the PBPS staff could come in and conduct one-on-one training with any State of Nebraska personnel or conduct presentations to any State agencies on any subject regarding mail preparation.
6	The contractor will be responsible for any Mailer Scorecard penalties as made by the contractor or the contractor's employees as set forth in the USPS regulations. Has your company assessed Mailer Scorecard penalties? If so, please identify the number of penalties and a brief explanation. Bidder Response: PBPS has been working with its customers for about 8 1/2 years to prepare them for assessments by the USPS as a result of Mailer Scorecard penalties. PBPS feels that it is responsible for any assessments that are a result of something PBPS or its

	employees failed to do correctly while processing the mail. In turn, PBPS feels its clients should be responsible for any Mailer Scorecard penalties that are a result of something the client failed to do correctly in preparing their mail. PBPS has been closely monitoring all areas of the Mailers' Scorecard and reporting back to its customers that are at risk of assessments due to exceeding any of the thresholds that have been established by the USPS. It is the goal of PBPS to work with the State of Nebraska in advance of any assessments in an effort to prevent them from happening.
7	All personal information contained on letter mail and flats mail processed shall be confidential. The contractor shall not capture or retain any personal information from the State's letter mail and flats mail. Any violation of this provision shall be considered a breach of this contract and result in immediate termination. This statement will include all State agencies. Describe how your company will control all personal information. Bidder Response: Pitney Bowes requires that all PBPS employees acknowledge their confidentiality obligations in writing and acknowledge the receipt of a document entitled "Pitney Bowes Business Practices Guidelines". This information is reviewed with each employee at the start of their employment. In addition, all employees receive annual training on confidentiality. All PBPS employees are required to report any breach of security or unauthorized use of confidential information. All employees have access to the Pitney Bowes Ethics Hotline. PBPS does not retain personal information from the State of Nebraska's mail. Only the address (without the name) which is converted to a barcode is transmitted to the USPS and stored as required for internal business purposes and are subject to audit by the USPS. Please keep in mind that an address alone without a name, either in readable form or translated into a barcode and the resulting mail zip code sortation data derived from sorting and comingling of the State's envelopes in performance of the services, is not personal information.
8	In the event of a disaster where the State is unable to affix postage to the mail pieces, the contractor will be responsible for affixing postage for locations listed in Attachment A until normal operations can resume. Describe the facilities, equipment, and personnel that will be available to accomplish this requirement. Bidder Response: PBPS has 2 meter machines in our Lincoln facility and 4 staff members that would be available to meter mail for the State of Nebraska. There are also 2 additional meter machines in our Omaha facility and over a dozen staff members that could be utilized as well. If necessary, PBPS could also send mail to be metered to our Des Moines, IA or Kansas City, MO facilities. Between these two sites there are 5 meter machines and over two dozen employees that could help meter mail.

pitney bowes

Request for Proposal (RFP Number 6788Z1 - Mail Preparation and Presorting Services) **Technical Response** For

The State of Nebraska

July 6, 2023

Submitted By: Kevin Ziska
General Manager
Pitney Bowes Presort Services, LLC

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CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

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

Pitney Bowes Presort Services, LLC, with headquarters at 10110 I Street, Omaha, NE 68127, was incorporated as PSI Group, Inc., in Delaware, on August 4, 1995. The name of the company was changed to Pitney Bowes Presort Services, Inc., on January 22, 2010. On February 26, 2019, Pitney Bowes Presort Services, Inc. converted its business entity and name to Pitney Bowes Presort Services, LLC.

Pitney Bowes Presort Services, LLC (PBPS) is the leading outsource provider of mail presort services for automated First-Class Mail® and USPS Marketing Mail® in the United States. PBPS has grown from a privately held company of 6 locations in 1995, to a national network of over 30 operating centers. In August of 2002, PBPS became a wholly owned subsidiary of Pitney Bowes Inc. (PBI), a multi-billion dollar global provider of integrated mail and document management solutions headquartered in Stamford, Connecticut.

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.

PBPS is a wholly owned subsidiary of Pitney Bowes Inc. and has the strongest financials in the presort industry. Pitney Bowes (PB) is a publicly traded company (PBI) with over $3.5 billion in revenue (2022). PB's annual reports and quarterly reports are very large and are more easily accessible via the internet. Here is the link to PB's financial reports, Investor Overview | Pitney Bowes Inc.

Matt Daw, Chief Financial Officer – Pitney Bowes Presort Services, LLC, can be reached at matt.daw@pb.com or by telephone number at 801 201 3854.

PBPS is not subject to pending lawsuits that would materially affect our existence or services.

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.

There is no change in control or ownership of the company anticipated within the next twelve (12) months.

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.

The primary PBPS processing locations at the time of this RFP are:

10110 I Street, Omaha, NE 68127
4350 NW 121st Street, Urbandale, IA 50323

PBPS may move the State's mail from one PBPS operating center to another PBPS operating center as permitted by the USPS (known as Mail Exchange). Mail Exchange is exclusive to PBPS. It is a methodology for moving First Class mail between PBPS operating centers to maximize delivery service levels and optimize postage discounts while continuing to provide exceptional service to our clients. At the time of this RFP, the Mail Exchange locations that may be used for the State's mail are:

5100 Main Street NE, Suite 500, Fridley, MN 55421
2707 Eola Road, Aurora, IL 60502

E. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) 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.

PBPS is the current provider of presort services for First Class letters and flats with the State of Nebraska under contract **75646 O4**, in effect since February 1, 2017. Previous to contract 75646 O4, PBPS provided presort services for First Class letters and postcards with the State of Nebraska under contract 51384 O4 beginning March 1, 2012.

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 thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and

agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No party named within this proposal response is, or was, an employee of the State of Nebraska within the past thirty-six (36) months. In addition, no employee of the State of Nebraska is currently employed by, or is a subcontractor of, PBPS.

G. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past fifteen (15) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past fifteen(15) 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 fifteen (15) years, so declare.

If at any time during the past fifteen (15) 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.

No such termination for default has been experienced by PBPS in the past fifteen (15) years. PBPS has had clients who terminated for convenience or failed to renew for various reasons. With thousands of clients across the country over the past 15 years, it is impossible to track or disclose which of those relationships ended for termination of convenience or non-renewal. However, we can say that as far as the Omaha location, to the best of the knowledge of the team working on this response, there was no termination for convenience by a client who had provided any written notice of what they believed to be a breach or other non-performance. Most of the reasons for termination of convenience are because the client no longer had enough mail to make presorting worthwhile, the printing operation moved to another location, or the client simply went out of business.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. 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 bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors must 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 bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Due to client confidentiality, we cannot provide all of the requested information about the specific clients listed below as references. PBPS has approximately six clients in the Omaha operating center that provide at least as much mail on a daily basis as anticipated under this RFP. PBPS has worked with some of these clients for over twenty-five years providing mail presort services which include picking up mail, sorting and spraying the Intelligent Mail Barcode (IMb), and presenting the mail to the USPS. In each case, PBPS serves as the prime contractor without the use of subcontractors. At one time, PBPS did use the services of a courier for the sole purpose of transporting NTT Data's mail to the PBPS Omaha operating center.

References

Customer Name	Mutual of Omaha	Target Card Services	NTT Data
Contact Name	Jeff Rodis	Jim Nicolai	Jason Dohmen
Phone Number	402-351-4186	605-362-4444	402-479-0108
E-Mail	Jeff.Rodis@mutualofomaha.com	Jim.Nicolai@Target.com	Jason.Dohmen@NTTData.com
Contractor's Responsibilities	Pick up, barcode, presort and mail letters and flats	Pick up, barcode, presort and mail letters	Pick up, barcode, presort and mail letters and flats
Time Period	2002 to present	2010 to present	1996 to present

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 Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a

description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

PBPS currently provides presort services to the State of Nebraska. The current high level of service will be continued, as reflected by the high scores received on satisfaction surveys and through the day-to-day business interactions with State of Nebraska staff. Our organization is led by long-tenured employees who take great pride in providing services the State of Nebraska can count on. Privacy and confidentiality issues restrict us from providing all of the requested information on our personnel. PBPS Key Personnel managing the State of Nebraska relationship are as follows:

Kevin Ziska

General Manager for Nebraska since August 1, 2016. The Nebraska operation consists of two centers (Omaha and Lincoln) servicing First Class and USPS Marketing Mail clients. Kevin has 32 years of experience with PBPS. His previous experience with PBPS includes Executive Customer Service Manager for both the Omaha and Lincoln locations, Assistant Operations Manager at the Charlotte, NC facility and a member of the Technical Services team in Omaha.

Steve Smith

Operations Manager since September of 2003. Steve has nearly 30 years of experience with PBPS, which, in addition to Operations Manager, includes general production work, driving, and working as a technician. He then became a production lead and then a supervisor. Steve works closely with our Director of Operations for the company, IT, and various other departments to test and employ our various products.

Amber Marchand

Client Service Administrator. Amber has over 16 years of experience with PBPS. Her previous roles within PBPS include Machine Operator, Van Driver and Meter Clerk. Amber was promoted to Client Service Administrator in 2011 and recently took on a billing role as well.

J. SUBCONTRACTORS

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

- ***iv. name, address, and telephone number of the subcontractor(s);***
- ***v. specific tasks for each subcontractor(s);***
- ***vi. percentage of performance hours intended for each subcontract; and***

vii. total percentage of subcontractor(s) performance hours.

PBPS does not currently utilize any subcontractors or independent contractors for this work. Transportation services may be provided by a PBPS affiliated Pitney Bowes company, which is not considered a subcontractor. PBPS shall be fully responsible for the performance of PBPS' transportation affiliate to the same extent as if the services were performed by PBPS or its employees.

TECHNICAL APPROACH

A. UNDERSTANDING OF THE PROJECT REQUIREMENTS

PBPS is a current vendor successfully processing letter and flat mail for the State of Nebraska. This RFP contains the same requirements we currently fulfill. We have a full understanding of the requirements.

B. PROPOSED DEVELOPMENT APPROACH

We plan to continue the current same day service level for letter mail volumes under the current pick up schedule. Flats will be processed at our Des Moines operating center on a next day basis.

C. TECHNICAL CONSIDERATIONS

The following are benefits that PBPS provides:

Business Resilience - Another area in which PBPS excels is in having the plans and infrastructure to ensure your mail gets processed – even under unusual circumstances. We know that mail is the primary communication tool between the agencies and the people they serve. We have comprehensive plans and capabilities to ensure your mail is promptly processed.

Production Capacity - Unlike typical presort service providers that have one or two sorting machines, PBPS has tremendous production capacity. Please keep in mind that all sorting machines are mechanical devices and even with onsite technicians, there can be downtime. PBPS Omaha, NE employs four full time, trained technicians. By having 5 sorting machines in Omaha, NE and the ability to move work to other sites such as Des Moines, IA, Chicago, IL, Kansas City, MO, Minneapolis, MN, and Madison, WI, PBPS does not worry about major capacity losses or missing a mail date should one or two machines have technical issues. This is particularly important to companies who may be governed by regulatory agencies and require a later pickup in the day.

Reporting - PBPS has a multitude of reporting capabilities through its online portal, Presort Account. We offer a consistent data capture platform to provide enterprise wide reporting based on client requirements that allows for reporting tailored on a client-by-client basis.

D. DETAILED PROJECT WORK PLAN

PBPS' detailed project work plan is addressed in the attached response to the bidder requirements.

E. DELIVERABLES AND DUE DATES

Letter mail will be picked up, processed, and presented to the USPS on a same day basis. Flat mail will be picked up, processed, and presented to the USPS on a next day basis.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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.

BIDDER MUST COMPLETE THE FOLLOWING

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.

__X__ 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:	**Pitney Bowes Presort Services, LLC**
COMPLETE ADDRESS:	**10110 I Street, Omaha, NE 68127**
TELEPHONE NUMBER:	**402-339-6500**
FAX NUMBER:	**402-339-6588**
DATE:	**July 6, 2023**
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	**Nicole Ziska, SVP, Strategy & Insights**

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6788 Z1

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:	Pitney Bowes Presort Services, LLC
Bidder Address:	10110 I Street, Omaha, NE 68127
Contact Person & Title:	Kevin Ziska
E-mail Address:	Kevin.Ziska@pb.com
Telephone Number (Office):	402-596-7901
Telephone Number (Cellular):	402-213-4882
Fax Number:	402-339-0137

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:	Pitney Bowes Presort Services, LLC
Bidder Address:	10110 I Street, Omaha NE 68127
Contact Person & Title:	Kevin Ziska
E-mail Address:	Kevin.Ziska@pb.com
Telephone Number (Office):	402-596-7901
Telephone Number (Cellular):	402-213-4882
Fax Number:	402-339-0137

Cost Proposal

Request for Proposal Number 6788 Z1

Bidder Name: Pitney Bowes Presort Services, LLC

Cost must be on a per piece basis, and reflect both the rate for sorting and barcoding, and a set postage rate per piece to cover the postage pay-up (this is to eliminate a floating pay-up postage charge). **NO ADDITIONAL COSTS WILL BE ALLOWED including but not limited to transportation, delivery, barcoding and sorting.**

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. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service. The State reserves the right to award to multiple bidders in whole or in part.

Bidders are encouraged to provide cost for both Option A, B and C if capable of providing both services.

OPTION A

	INITIAL CONTRACT PERIOD YEAR 1	**INITIAL CONTRACT PERIOD YEAR 2**	**INITIAL CONTRACT PERIOD YEAR 3**	**INITIAL CONTRACT PERIOD YEAR 4**	**FIRST OPTIONAL RENEWAL YEAR 1**	**SECOND OPTIONAL RENEWAL YEAR 1**
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Flats Mail Preparation	$0.386	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter
Presort Letters Mail Preparation	$0.03	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

OPTION B

	INITIAL CONTRACT PERIOD YEAR 1	INITIAL CONTRACT PERIOD YEAR 2	INITIAL CONTRACT PERIOD YEAR 3	INITIAL CONTRACT PERIOD YEAR 4	FIRST OPTIONAL RENEWAL YEAR 1	SECOND OPTIONAL RENEWAL YEAR 1
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Flats Mail Preparation	$0.386	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

OPTION C

	INITIAL CONTRACT PERIOD YEAR 1	INITIAL CONTRACT PERIOD YEAR 2	INITIAL CONTRACT PERIOD YEAR 3	INITIAL CONTRACT PERIOD YEAR 4	FIRST OPTIONAL RENEWAL YEAR 1	SECOND OPTIONAL RENEWAL YEAR 1
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Letters Mail Preparation	$0.03	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter	See Cover Letter

Option A is for the cost of the combined services. Option B and Option C may be the contracted cost if a multi award is found to be in the best interest of the State. Also, Option B or Option C is to be completed if the bidder is only able to provide one of the services. The intent of the options is for the State to receive a lower cost if both services are awarded to one contractor under Option A.

ADDENDUM ONE
QUESTIONS and ANSWERS
and
AMENDMENT to RFP

Date: June 15, 2023

To: All Bidders

From: Matthew Hansen, Procurement Contracts Officer
AS Materiel State Purchasing Bureau (SPB)

RE: Addendum for Request for Proposal Number 6788 Z1 to be opened July 13 at 2:00 P.M. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.	Evaluation Criteria, Mandatory Requirements, Item 1	N/A	Mandatory requirement #1 states that the Request for Proposal for Contractual Services form is to be signed manually in ink or by DocuSign. Is it acceptable for the vendor to sign the form using an e-sign program other than DocuSign, such as Adobe Sign?	No. The State will only accept responses that have been signed manually in ink or by DocuSign.
2.	II, Terms and Conditions, Subsection F, Prices; and Cost Proposal	11	Subsection F and the cost proposal each state that prices and terms in the proposal are "valid commencing on the opening date of the proposal". The vendor believes that the pricing and terms in the proposal should not be effective on the opening date of the proposal as that creates a conflict with the current vendor contract. Instead, the prices and terms of the proposal should be effective at the beginning of the term of the new contract issued as a result of the bid award. Does the State agree?	Contract negotiations take place after an intent to award has been issued. Note, however, that the quoted price term is meant to ensure that the pricing submitted by the bidder is not up for negotiation during the contract finalization period. The pricing proposed by the bidder will go into effect with the new contract awarded from this RFP.
3.	II, Terms and Conditions, Subsection F, Prices, and Subsection I, Change Orders or Substitutions	11	If the USPS adopts any new postal regulations, procedures, rates, or incentives which directly affect the cost or performance of the services, the vendor may modify prices and would provide the State with at least	Contract negotiations take place after an intent to award has been issued.

			30 days advance written notice of such USPS changes and pricing modifications and would review them in detail with the State. If the State objects to such modification, it will notify the vendor in writing prior to the end of the 30 day notice period and the parties will negotiate in good faith to reach an amendment which fairly allocates the effect of such USPS changes. However, applied postage required and regulations set by the USPS shall be effective on the date set by the USPS and modifications initially imposed by the vendor shall remain in effect during the negotiations until an amendment is signed by both parties. Does the State agree?	
4.	II, Terms and Conditions, Section W Contract Closeout.	17	Does the State agree that where it says the State requires "transfer of information or data related to this contract" it means information and data belonging to or available to the State and does not mean that Contractor would have to turn over proprietary, confidential or trade secret information?	Contract negotiations take place after an intent to award has been issued.
5.	III, Contractor Duties, Subsection N, Warranty	25	The concept of reperforming services is not applicable for mail presort services. After the mail has been comingled, and after the mail has been delivered to the USPS, it cannot be pulled and sorted again. The second half of the warranty provision includes consequences for a breach. The vendor believes the existing breach provision in section M, as well as sections J and K regarding vendor performance and a corrective action plan, of section II, Terms and Conditions, provide adequate remedies for the State. Vendor would like to replace the warranty provision in section N of section III of the RFP with the following: Contractor shall perform all duties and obligations required of it pursuant to this agreement in a professional and workmanlike manner and in accordance with accepted presort mail processing industry standards. EXCEPT AS SET FORTH IN THE IMMEDIATELY	Contract negotiations take place after an intent to award has been issued.

			PRECEDING SENTENCE, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES AND ANY SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. Does the State agree?	
6.	IV, Payment, Subsection A, Prohibition Against Advance Payment	26	If the State submits mail that requires the vendor to pay postage to the USPS on behalf of the State, the vendor requires an advance postage payment. The vendor asks that Subsection A be revised to add the following: Notwithstanding the foregoing, permit mail postage will be paid in advance or by establishing a postage deposit account or other payment as agreed by the parties. Does the State agree?	Contract negotiations take place after an intent to award has been issued.
7.	IV, Payment, Subsection C, Invoices	26	Will the State agree to 30 day payment terms instead of 45 days?	This term is nonnegotiable. Pursuant to Neb. Rev. Stat. § 81-2403, "…each agency shall make payment in full for all goods delivered or services rendered on or before the forty-fifth calendar day after (a) the date of receipt by the agency of the goods or services or (b) the date of receipt by the agency of the bill for the goods or services, whichever is later, unless other provisions for payment are agreed to in writing by the creditor and the agency."
8.	Attachment A, Pickup Locations	N/A	Does the State agree that any additional pickup locations and times beyond those stated in this RFP will be as mutually agreed by the parties?	The State may update pickup locations, times and may request additional special pickups. Change orders or substitutions must be "upon mutual agreement" between "the State and the Contractor." Section II., Subsection I.

Section V.C. PROJECT REQUIREMENTS 3. of the RFP will be amended as follows:

3. The State of Nebraska has provided the following estimated mail volumes. The State of Nebraska processes an average of 39,000 pieces daily and 1,300 flats daily. The University of Nebraska, Lincoln processes an average of 1,250 pieces of mail and 180 flats daily. The University of Nebraska, Medical Center processes an average of 3,300 pieces of mail and 600 flats daily. ~~The Department of Health & Human Services processes an average of 700 pieces of mail daily.~~ The State of Nebraska will submit First Class permit mail and Standard permit mail. These will be submitted on an as needed basis. The State of Nebraska has an Enterprise Payment System (EPS) account with the USPS. Permit mail may be processed through this EPS account. Mail schedules and volumes will fluctuate throughout the year. Typically, the heavier mailing months begin in December and run through May. These are estimated volumes and should not be construed as a minimum or maximum.

See **Attachment A REVISED** for updated pickup locations.

This addendum will become part of the Request for Proposal and should be acknowledged with the Request for Proposal response.

6788 Z1

Attachment A REVISED
Pickup Locations

PICKUP LOCATIONS	LAST TIME FOR DAILY PICKUP
Nebraska State Office Building 301 Centennial Mall South Lincoln, NE 68508	2:45 p.m. and 4:30 p.m.
State Print Shop 501 South 14th Street Lincoln, NE 68508	2:30 p.m. (Unless special arrangements have been made)
UNL 1700 Y Street Lincoln, NE	4:30 p.m.
UNO-UNMC Printing Services 601 S. Saddlecreek Road Omaha, NE	4:30 p.m.

The pickup times listed are approximate. The State may update pickup locations, times and may request additional special pickups.

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

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 6788 Z1	May 4, 2023
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
July 13, 2023 2:00 p.m. Central Time	Joy Fischer/Matthew Hansen

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 6788 Z1 for the purpose of selecting a qualified Contractor to provide Mail Preparation and Presorting 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 four (4) years commencing upon execution of the contract by the State and the Contractor (Parties). 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to two (2) years from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: https://das.nebraska.gov/materiel/bidopps.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 Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at http://statecontracts.nebraska.gov And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php**.**

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 Request for Proposal will be posted to the State Purchasing Bureau public website.

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

If the State determines it is required to release withheld 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal 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 Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal 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 Request for Proposal, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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.

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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.

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

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

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

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 (offers made in response to written Request for 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".

First Class Mail: A mail class that includes all matter wholly or partly in writing or typewriting, all actual and personal correspondence, all bills and statements of account, and all matter sealed or otherwise closed against inspection. First-Class Mail comprises six products: (a) single-piece letters/postcards, (b) presorted letters/postcards (nonmachinable, machinable, and automation prices), (c) flats (single-piece, presorted, and automation prices), (d) parcels (retail, Commercial Base, and Commercial Plus prices), (e) outbound single-piece First-Class Mail International, and (f) inbound single-piece First-Class Mail International. Any mailable matter may be sent by First-Class Mail service. First-Class Mail service is a market dominant product.

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, or contract, are completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Metered Mail: Any mail class or product (except Periodicals and Bound Printed Matter) with postage printed with a USPS-approved postage meter or PC Postage product/system. This mail is entitled to all privileges and subject to all conditions that apply to the various mail classes and products.

Move Update Service: The Move Update standard is a means of reducing the number of mail pieces in a mailing that require forwarding or return by the periodic matching of a mailer's address records with change-of-address orders received and maintained by the Postal Service.

Must: See Mandatory/Must and Shall/Will/Must.

National Change of Address Link (NCOALink): A secure dataset containing millions of permanent change-of-address (COA) records consisting of the names and addresses of individuals, families, and businesses who have filed a COA. The product enables mailers who have purchased a license to process mailing lists and update them with the new addresses before using the lists for a mailing. The official product name is NCOALink.

Non-Responsive Proposal: **Any proposal** that does not comply with the requirements of the Request for Proposal.

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

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.

Permit Imprint Mail: Printed indicia, instead of an adhesive postage stamp or meter stamp that shows postage prepayment by an authorized mailer.

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

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: Bidder's response to a written Request for Proposal.

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

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

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

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

Responsive Bidder: A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

United States Postal Service (USPS): An abbreviation for the United States Postal Service.

Vendor: An individual or entity lawfully conducting business with the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

BMEU – Business Mail Entry Unit

COI – Certificate of Insurance

DAS – Department of Administrative Services

DMM - Domestic Mail Manual

EPS – Enterprise Payment System

FSC – Full-Service Certification

IMB – Intelligent Mail Barcode

NSOB – Nebraska State Office Building

RFP – Request for Proposal

SPB – State Purchasing Bureau

USPS – United States Postal Service

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing Mail Preparation and Presorting Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number:	6788 Z1
Name:	Joy Fischer/Matthew Hansen Procurement Contract Officer(s)
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130
	Lincoln, NE 68508
Telephone:	402-471-0974/402-471-2302
E-Mail:	joy.fischer@nebraska.gov / matthew.hansen@nebraska.gov

From the date the Request for Proposal 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal 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 Request for Proposal.

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 RFP POC; and
3. Contact required for negotiation and execution of the final contract.

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

C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		**DATE/TIME**
1.	Release RFP	May 4, 2023
2.	Last day to submit written questions ShareFile link for uploading questions: https://nebraska.sharefile.com/r-r0c6e73a7aa45434c87f5114d737a493b	May 25, 2023
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	June 15, 2023
4.	Proposal Opening – Online Via Zoom: IT IS THE BIDDER'S RESPONSIBILTY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/r-rab519d4286824eaab7ec524904c380e5 Join Zoom Meeting: https://us02web.zoom.us/j/81854126580?pwd=dWRHVnFkY0djazRtWkgvZDJXcThIZz09 Meeting ID: 818 5412 6580 Passcode: 178327 One tap mobile +12532050468,,81854126580#,,,,*178327# US +12532158782,,81854126580#,,,,*178327# US (Tacoma) Dial by your location +1 253 205 0468 US +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 719 359 4580 US +1 386 347 5053 US +1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 305 224 1968 US +1 309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US Meeting ID: 818 5412 6580 Passcode: 178327 Find your local number: https://us02web.zoom.us/u/kpN1WWLfW	July 13, 2023 2:00 PM Central Time
5.	Review for conformance to RFP requirements	July 13, 2023
6.	Evaluation period	July 14-August 3, 2023
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	August 10, 2023
9.	Contract finalization period	August 11-31 2023
10.	Contract award	September 1, 2023
11.	Contractor start date	September 1, 2023

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6788 Z1; Mail Preparation and Presorting Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. 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.

Questions should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C.
It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at https://das.nebraska.gov/materiel/bidopps.html per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders 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 or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:
https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf

This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or 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. Colluding 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 bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

H. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

I. SUBMISSION OF PROPOSALS

The State is only accepting electronic responses submitted in accordance with this RFP. The State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

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 received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per 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. The website can be found here: https://das.nebraska.gov/materiel/bidopps.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.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section I.C.

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 6788 Z1, Company Name
  If multiple files are submitted for one RFP proposal, add number of files to file names:
  RFP 6788 Z1 Company Name File 1 of 2.
  RFP 6788 Z1 Company Name File 2 of 2.
- **ii.** If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
  RFP 6788 Z1 Company Name Proposal 1 File 1 of 2.

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

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

J. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

L. PROPOSAL CORRECTIONS

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

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:

   a. Corrected 6788 Z1 Company Name Proposal #1 File 1 of 2,
   b. Corrected 6788 Z1 Company Name Proposal #2 File 2 of 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.

M. LATE PROPOSALS

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

N. 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.

O. 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 manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal 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 may include, but is not limited to:
- **a.** the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
- **b.** the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- **c.** whether the bidder can perform the contract within the specified time frame;
- **d.** the bidder's historical or current performance; and
- **e.** such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Approach; and,
3. Cost Proposal.

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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 Request for Proposal cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

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

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

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to

interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original proposal response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

T. 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 Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal 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 Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal 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:
https://das.nebraska.gov/materiel/bidopps.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:
https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf%20

V. 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.

W. 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.

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 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 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:

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 RFP Response (Initial)	NOTES/COMMENTS:

1. 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 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, 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:

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:

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

F. PRICES

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

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

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. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service.

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

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

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

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.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

J. RECORD OF VENDOR PERFORMANCE

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

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.

K. 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.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

M. BREACH

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

N. NON-WAIVER OF BREACH

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

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

O. SEVERABILITY

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

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

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 Request for Proposal.

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in state law and accepts liability under this agreement only 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.

Q. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the 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.

R. ASSIGNMENT, SALE, OR MERGER

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

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

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

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.

T. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, 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.

U. CONFIDENTIALITY

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

V. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

2. 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.

3. The State may terminate the contract, in whole or in part, 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.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 Contactor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, 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 RFP 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 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:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

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

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 https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf

2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (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:

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:

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. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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 one (1) year 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 one (1) year 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 contactors' 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
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Department of Administrative Services
RFP # 6788 Z1
joy.fischer@nebraska.gov / matthew.hansen@nebraska.gov

Nebraska State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

G. ANTITRUST

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

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

H. CONFLICT OF INTEREST

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

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

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

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

I. SITE RULES AND REGULATIONS

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

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

J. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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)

1. 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.

2. 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 P.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.

3. 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:

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:

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:

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.

IV. 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. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment, service date and number of pieces and type of mail sorted. Invoices must be emailed to asprint.requisition@nebraska.gov . The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (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.

H. 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:

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The State of Nebraska, Department of Administrative Services (DAS), Materiel Division, is requesting proposals for contractual services to provide Mail Preparation and Presorting Services by utilizing Intelligent Mail Barcode (IMB) required endorsements, Move Update Service, National Change of Address Link (NCOALink) and any other similar USPS approved services. The University of Nebraska, Lincoln and University of Nebraska Medical Center, may also participate in the contract but would issue a separate contract award document.

B. PROJECT ENVIRONMENT

The State of Nebraska, Administrative Services, Materiel Division, is responsible for the operation of a centralized mail center for State of Nebraska agencies as per Nebraska State Statute 81-1118. First Class mail, which includes letters, postcards and packages sealed against inspection, are delivered to the DAS, Materiel Division, Mail Center, metered and sent to an outside presort company to be sorted, bar-coded and delivered to the USPS. First Class Permit Imprint mail is packaged in quantities of a minimum of 500 pieces, each piece weighing up to 13 ounces and is delivered to the USPS. First Class Mail size and weight requirements can be found at: https://www.usps.com/ship/preparing-domestic-shipments.htm

C. PROJECT REQUIREMENTS

1. The State of Nebraska shall prepare all letters in trays and flats in tubs with the envelopes facing the same direction. All mail shall be sealed and metered at the correct presort discount rate and date, and include "presorted first class" notation.

2. The State of Nebraska will provide letters and/or flats that are automation compatible.

3. The State of Nebraska has provided the following estimated mail volumes. The State of Nebraska processes an average of 39,000 pieces daily and 1,300 flats daily. The University of Nebraska, Lincoln processes an average of 1,250 pieces of mail and 180 flats daily. The University of Nebraska, Medical Center processes an average of 3,300 pieces of mail and 600 flats daily. The Department of Health & Human Services processes an average of 700 pieces of mail daily. The State of Nebraska will submit First Class permit mail and Standard permit mail. These will be submitted on an as needed basis. The State of Nebraska has an Enterprise Payment System (EPS) account with the USPS. Permit mail may be processed through this EPS account. Mail schedules and volumes will fluctuate throughout the year. Typically, the heavier mailing months begin in December and run through May. These are estimated volumes and should not be construed as a minimum or maximum.

4. The State of Nebraska will provide various types of mail that will require bar coding by the contractor. The following groups of mail will utilize all classes of mail. These groups are examples but are not limited to the types of mail sent out by the State.

- **a.** Pre-metered at a three (3) or five (5) digit automated rate
- **b.** Permit Imprint
- **c.** Postcards
- **d.** Self-Mailers
- **e.** Flats

D. CONTRACTOR REQUIREMENTS

The contractor will be responsible for bar coding of all automation compatible State of Nebraska mail and flats mail. The contractor should have the ability to combine First Class Permit Mail with First Class metered mail and to bar code all flats mail within the State of Nebraska. The contractor must properly affix non-automated mail and flats mail with the correct postage in accordance with the USPS regulations. First Class mail must be sorted at the USPS three (3) and five (5) digit rates.

1. Contractor must be a Full-Service Certification (FSC) operation.

2. The contractor shall apply correct delivery point IMB and presort all such letters according to the USPS Regulations Domestic Mail Manual Section 330 (DMM 330) and deliver it to the Main Post Office in Omaha for processing on a SAME DAY BASIS on or before the acceptance deadline allowed by the USPS. See Attachment A for pickup times and locations.

3. The contractor shall apply correct delivery point IMB and presort all flats mail according to the USPS Regulations (DMM 330) and deliver it to the Main Post Office for processing on NEXT BUSINESS DAY on or before the acceptance deadline allowed by the USPS. See Attachment A for pickup times and locations.

4. The contractor shall pick up on a daily basis, exclusive of recognized State Holidays (See Attachment B), all letter mail and flats mail made available by the State of Nebraska at the time(s) and place(s) designated. The times listed are approximate; pick up times may be adjusted. The State may update pick up locations, times and may request additional special pickup.

5. If any letters and/or flats mail delivered by the contractor to the USPS fail for any reason or are not delivered to the USPS for any reason, the contractor will be required to immediately make direct contact via telephone or email with either the DAS Materiel, Mail Center Manager or the DAS Materiel Mail Center Supervisor. The contractor must indicate how many letters and/or flats failed or were not delivered to the USPS and for what reason.

6. Upon request and at no cost to the State, the contractor will be required to provide training sessions to agencies for the proper completion of letter mail and flats mail including information on Move Update Service or other USPS approved method. Topics may include proper addressing, processing, envelopes and self-mailers, printing and fonts utilized or any other topics deemed beneficial to the State to improve quality of mail processed.

7. Letter mail and flats mail failures by the State of Nebraska must be returned to the DAS Materiel Mail Center operation by the following day. Mail failure is considered letter mail or flats mail that cannot be processed by the contractor as a result of an error made by the State or any letter mail or flats mail damaged during contractor's service that is no longer fit to be mailed.

8. The contractor will be responsible for any Mailer Scorecard penalties as made by the contractor or the contractor's employees as set forth in the USPS regulations.

9. The State of Nebraska will not be responsible for any fees, postage assessments or penalties issued by the USPS caused by the contractor. The sort fee must include all reject processing and postage upgrades. The State of Nebraska will prepare the mail in compliance with the DMM requirements for automation-compatible mail. If the State's mail is not compliant, the contractor has the option to return or correct at no cost to the State.

10. All personal information contained on letter mail and flats mail processed shall be confidential. The contractor shall not capture or retain any personal information from the State's letter mail and flats mail. Any violation of this provision shall be considered a breach of this contract and result in immediate termination. This statement will include all State agencies.

11. In the event of a disaster where the State is unable to affix postage to the mail pieces, the contractor will be responsible for affixing postage for locations listed in Attachment A.

12. Reporting Requirements:
At the State's discretion, the contractor may be required to develop and provide ad hoc reports at no cost. These ad hoc reports may be required monthly to confirm the percentage of the State's letter mail and flats mail being delayed due to incorrect addresses, damaged mail, incorrect postage, etc. These reports should indicate which areas need improvement. The contractor should provide copies of any reports currently available for the State to utilize.

E. BIDDER REQUIREMENTS

The proposal response should describe in detail how the bidder will meet the following requirements.

1	Describe how your company will pick up multiple letter trays from the locations and at the specified times listed in Attachment A, apply correct delivery point IMB, presort all such letters according to the USPS Regulations (DMM 330) and then deliver all letters to the Omaha Post Office Business Mail Entry Unit (BMEU) before the same day acceptance deadline of 6:00 PM CST.
	Bidder Response:
2	Describe how your company will apply correct delivery point IMB and presort all flats mail according to the USPS Regulations (DMM 330) and deliver it to the Main Post Office for processing on NEXT BUSINESS DAY basis on or before the acceptance deadline allowed by the USPS. See Attachment A for pickup locations and times.
	Bidder Response:
3	Describe how your company will pick up on a daily basis, exclusive of recognized State Holidays (See Attachment B), all letter mail and flats mail made available by the State of Nebraska at the time(s) and place(s) designated in Attachment A. The times listed are approximate; pick up times may be adjusted. The State may update pick up locations, times and may request additional special pickup. Describe how your company will transport the occasional extra heavy load (up to ten full All Purpose Containers) coming from locations listed in Attachment A. What transportation arrangements will be made?
	Bidder Response:
4	If any letter mail and/or flats mail delivered by the contractor to the USPS fails for any reason or is not delivered to the USPS for any reason, the contractor will be required to immediately make direct contact via telephone or email with either the DAS Materiel, Mail Center Manager or the DAS Materiel Mail Center Supervisor. The contractor must indicate how many letters and/or flats failed or were not delivered to the USPS and for what reason. Describe how the Mail Center will be notified.
	Bidder Response:
5	Describe how your company will, upon request and at no cost to the state, provide training sessions to agencies for the proper completion of letter mail and flats mail including information on Move Update Service or other USPS approved methods. Topics may include proper addressing, processing, envelopes and self-mailers, printing and fonts utilized or any other topics deemed beneficial to the State to improve quality of mail processed.
	Bidder Response:

6	The contractor will be responsible for any Mailer Scorecard penalties as made by the contractor or the contractor's employees as set forth in the USPS regulations. Has your company assessed Mailer Scorecard penalties? If so, please identify the number of penalties and a brief explanation.
	Bidder Response:
7	All personal information contained on letter mail and flats mail processed shall be confidential. The contractor shall not capture or retain any personal information from the State's letter mail and flats mail. Any violation of this provision shall be considered a breach of this contract and result in immediate termination. This statement will include all State agencies. Describe how your company will control all personal information.
	Bidder Response:
8	In the event of a disaster where the State is unable to affix postage to the mail pieces, the contractor will be responsible for affixing postage for locations listed in Attachment A until normal operations can resume. Describe the facilities, equipment, and personnel that will be available to accomplish this requirement.
	Bidder Response:

F. DELIVERABLES

See Cost Proposal.

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) 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 thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past fifteen (15) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past fifteen (15) 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 fifteen (15) years, so declare.

If at any time during the past fifteen (15) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. 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 bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders 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 Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a

description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal 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. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations;
d. Detailed project work plan; and
e. Deliverables and due dates.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6788 Z1

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

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

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

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

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

6788 Z1

Attachment A
Pickup Locations

PICKUP LOCATIONS	LAST TIME FOR DAILY PICKUP
Nebraska State Office Building 301 Centennial Mall South Lincoln, NE 68508	2:45 p.m. and 4:30 p.m.
State Print Shop 501 South 14th Street Lincoln, NE 68508	2:30 p.m. (Unless special arrangements have been made)
UNL 1700 Y Street Lincoln, NE	4:30 p.m.
UNO-UNMC Printing Services 601 S. Saddlecreek Road Omaha, NE	4:30 p.m.
Department of Health & Human Services 4927 South 24th Street Omaha, NE 68107	3:30 p.m.

The pickup times listed are approximate. The State may update pickup locations, times and may request additional special pickups.

6788 Z1
Attachment B

State of Nebraska Holiday Schedule

Holiday	Day / Date
New Year's Day	January 1st
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans' Day	November 11th
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving
Christmas Day	December 25th

University of Nebraska Holidays

Holiday	Day / Date
Holiday in lieu of New Year’s Day	January 2nd
Martin Luther King, Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	Friday following Thanksgiving
Christmas Holiday	December 25th through December 29th

Cost Proposal

Request for Proposal Number 6788 Z1

Bidder Name: _____

Cost must be on a per piece basis, and reflect both the rate for sorting and barcoding, and a set postage rate per piece to cover the postage pay-up (this is to eliminate a floating pay-up postage charge). **NO ADDITIONAL COSTS WILL BE ALLOWED including but not limited to transportation, delivery, barcoding and sorting.**

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. However, the parties may mutually agree to increase prices or costs if that price or cost increase is directly connected to a price or cost increase from the United States Postal Service. The State reserves the right to award to multiple bidders in whole or in part.

Bidders are encouraged to provide cost for both Option A, B and C if capable of providing both services.

OPTION A

	INITIAL CONTRACT PERIOD YEAR 1	**INITIAL CONTRACT PERIOD YEAR 2**	**INITIAL CONTRACT PERIOD YEAR 3**	**INITIAL CONTRACT PERIOD YEAR 4**	**FIRST OPTIONAL RENEWAL YEAR 1**	**SECOND OPTIONAL RENEWAL YEAR 1**
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Flats Mail Preparation	$	$	$	$	$	$
Presort Letters Mail Preparation	$	$	$	$	$	$

OPTION B

	INITIAL CONTRACT PERIOD YEAR 1	INITIAL CONTRACT PERIOD YEAR 2	INITIAL CONTRACT PERIOD YEAR 3	INITIAL CONTRACT PERIOD YEAR 4	FIRST OPTIONAL RENEWAL YEAR 1	SECOND OPTIONAL RENEWAL YEAR 1
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Flats Mail Preparation	$	$	$	$	$	$

OPTION C

	INITIAL CONTRACT PERIOD YEAR 1	INITIAL CONTRACT PERIOD YEAR 2	INITIAL CONTRACT PERIOD YEAR 3	INITIAL CONTRACT PERIOD YEAR 4	FIRST OPTIONAL RENEWAL YEAR 1	SECOND OPTIONAL RENEWAL YEAR 1
	COST PER PIECE	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**	**COST PER PIECE**
Presort Letters Mail Preparation	$	$	$	$	$	$

Option A is for the cost of the combined services. Option B and Option C may be the contracted cost if a multi award is found to be in the best interest of the State. Also, Option B or Option C is to be completed if the bidder is only able to provide one of the services. The intent of the options is for the State to receive a lower cost if both services are awarded to one contractor under Option A.

EVALUATION CRITERIA

RFP NUMBER 6788 Z1, Mail Preparation and Presorting Services
Opening Date: July 13, 2023 2:00 p.m. Central Time

Mandatory Requirements
The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed manually in ink or by DocuSign;
2. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

Evaluation Criteria
All responses to this Request for Proposal, which fulfill all mandatory requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

Evaluation Criteria	Possible Points
Part 1 — Corporate Overview	600
Part 2 — Technical Approach	1,000
Part 3 — Cost Proposal Points	500
Total Points without Oral Interviews	2,100
Oral Interviews, (if required)	200
Total Points with Oral Interviews	2,300

Cost Proposal Points
Cost points should be calculated as follows:

1. Establish lowest cost submitted – lowest cost submitted receives the maximum points.
2. To assign points to all others, the following formula should be followed:
   Lowest Cost Submitted ÷ Cost Submitted x Maximum Possible Cost Points = Cost Points to Award (see samples below)

	Formula	Sample	Sample	Sample
	Lowest Cost Submitted	$100,000	$100,000	$100,000
÷	Cost Submitted	$100,000	$200,000	$150,000
x	Maximum Possible Cost Points	500	500	500
=	Points To Award	500	250	333.3