

STATE OF NEBRASKA SERVICE CONTRACT AWARD

| | |
|---|---------------------------|
| PAGE 1 of 1 | ORDER DATE 12/12/17 |
| BUSINESS UNIT 12211800 | BUYER WALTERS, JASON E |
| VENDOR NUMBER: 2024346 | |
| VENDOR ADDRESS: SECURITY FIRST BANK 5505 RED ROCK LN LINCOLN NE 68516-2520 | |

STATE TREASURER

CONTRACT NUMBER
80128 04

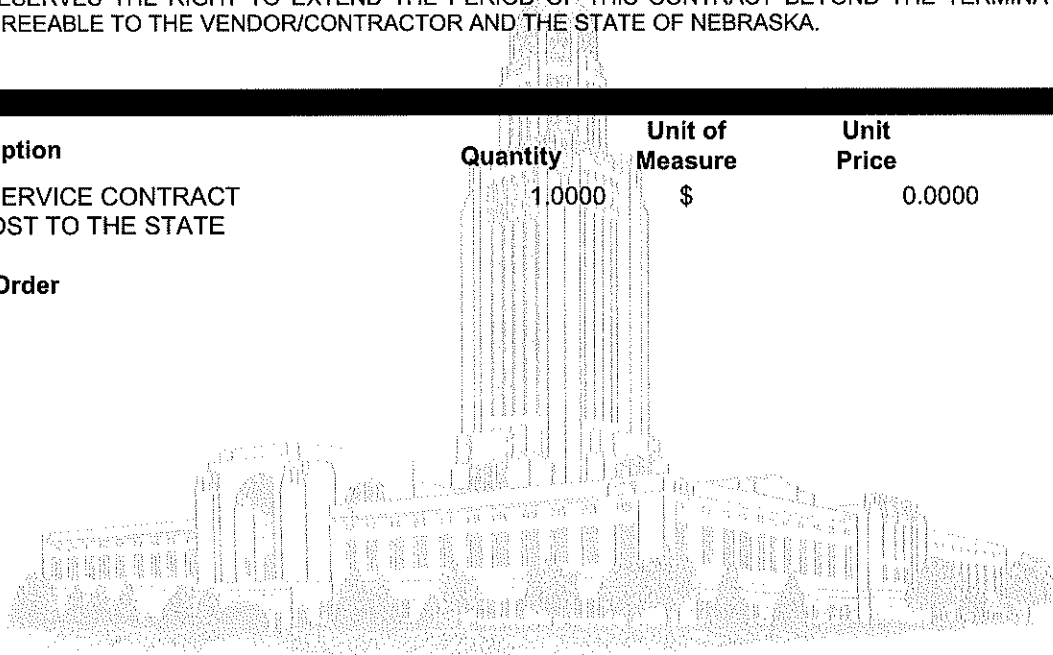
AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JUNE 16, 2018 THROUGH JUNE 15, 2023

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.

| Line | Description | Quantity | Unit of Measure | Unit Price | Extended Price |
|-------------|--|----------|-----------------|------------|----------------|
| 1 | ATM SERVICE CONTRACT NO COST TO THE STATE | 1.0000 | \$ | 0.0000 | 0.00 |
| Total Order | | | | | 0.00 |




AGENCY SIGNATURE

R43500|NISK0001|NISK0001 20150901

ADDENDUM TWO To Contract Award
Department of Motor Vehicle ATM's Terms and Conditions
Additional Locations to be included in Contract
ATM Services Contract #80128 O4
Between
The State of Nebraska and Diversified Leasing, Inc.

The following Terms and Conditions, Addendum Two of Contract #80128 O4 have been reviewed and agreed upon between Diversified Leasing, Inc. n.a.

"Contractor" and the State of Nebraska "State". This addendum will become part of the contract of ATM Services.

A. DMV Terms and Conditions

All DMV locations (present and future) will assess a surcharge for withdrawals at the rate of \$2.50 per surcharged withdrawal. All other ATM's under Contract #80128 O4 will remain at the \$1.50 surcharge level for the duration of the contract as specified in the Assignment of ATM SERVICES CONTRACT.

B. NEW LOCATIONS

The following locations will be added to Contract #80128 O4 and remain in place for the duration of the contract.

Nebraska DMV Office
2918 N 108th Street
Omaha, NE 68164

*

Nebraska DMV Office
56th and Ames
Omaha, NE 68104

*


CCCL North Addition
2720 West Van Dorn
Lincoln, NE 68522

Pursuant to Section E of the Addendum One to ATM SERVICES CONTRACT, #80128 O4 Diversified Leasing agrees to supply and service ATM's for the locations specified in this Addendum under the terms and conditions of Contract #80128 O4 and Addendums One and Two.

Pursuant to Section E of the Addendum One to ATM SERVICES CONTRACT, #80128 O4 the State of Nebraska consents to adjusting the surcharge amounts for all DMV locations serviced by Diversified Leasing to \$2.50, -and agrees to assign these new locations listed in this Addendum to contract #80128 O4 for the duration of the contract.

DIVERSIFIED LEASING, INC.

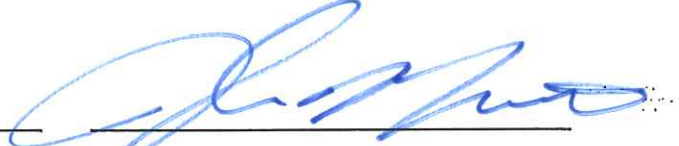
STATE OF NEBRASKA



Mark Hobson

Vice President

Diversified Leasing, Inc.



John Murante

Nebraska State Treasurer

Dated: 3/21/2019

Dated: 3/21/2019

SECURITY FIRST BANK AND DIVERSIFIED LEASING, INC.

ASSIGNMENT OF ATM SERVICES CONTRACT, #80128 O4
AND
CONSENT TO ASSIGNMENT BY THE STATE OF NEBRASKA

For good and valuable consideration paid, Security First Bank hereby assigns all of its right, title and interest in the ATM SERVICES CONTRACT #80128 O4, dated December 12, 2017, between Security First Bank and the State of Nebraska, to Diversified Leasing, Inc. This Assignment also includes the sale and transfer of each of the ATMs listed below.


| <u>TERMINAL</u> | <u>BUILDING</u> | <u>ADDRESS</u> |
|-----------------|---------------------------------|--------------------------------------|
| A4107853 | Community Correction Center | 2320 Avenue J, Omaha, NE |
| A4108803 | LLC Community Correction Center | 2720 West Van Dorn, Lincoln, NE |
| A4108804 | Department of Roads | 1500 Highway 2, Lincoln, NE |
| A4108878 | Tecumseh State Prison | 2725 North Highway 50, Tecumseh, NE |
| T4107830 | LLC South Community Correction | 3216 W Van Dorn, Lincoln, NE |
| T4107916 | State Office Building | 301 Centennial Mall, Lincoln, NE |
| T4108805 | State Capital | 1445 K Street, Lincoln, NE |
| T4108849 | Department of Motor Vehicle | 4502 Maass Rd, Bellevue, NE |
| T4108875 | Law Enforcement Training | 3600 N. Academy Rd, Grand Island, NE |

This Assignment also assigns all of Security First Bank's duties and obligations under ATM SERVICES CONTRACT #80128 O4, to Diversified Leasing, Inc.


Pursuant to Section L of ATM SERVICES CONTRACT, #80128 O4, Diversified Leasing, Inc. agrees to be contractually bound by ATM SERVICE CONTRACT, #80128 O4 and perform all obligations of the contract.

Pursuant to Section L of ATM SERVICE CONTRACT, #80128 O4, the State of Nebraska consents to this Assignment and releases Security First Bank from ATM SERVICES CONTRACT, #80128 O4 and the obligations under that contract. The State of Nebraska further consents to a \$1.50 per transaction surcharge in the operation of the ATMs by Diversified Leasing, Inc. subsequent to this Assignment.

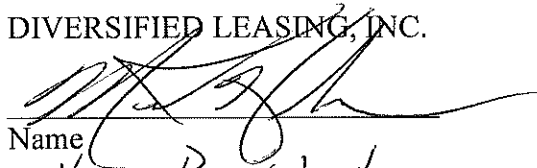
SECURITY FIRST BANK


Robert Wentz
Chief Operations Officer, Senior Executive
Vice President
Dated: 11-13-18

STATE OF NEBRASKA


Name State Treasurer
Title
Dated: 11/19/18

DIVERSIFIED LEASING, INC.

A handwritten signature in black ink, appearing to be 'M. J. H.', written over a horizontal line.

Name

Vice President

Title

Dated: 11/7/18

**ADDENDUM ONE TO Contract Award
Terms and Conditions
ATM Services Contract #80128
Between
The State of Nebraska and Security First Bank**

The following Terms and Conditions, Addendum One of Contract # have been reviewed and agreed upon between Security First Bank, n.a. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract of ATM Services. This contract will be issued for a period of five (5) years effective . The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

There will be no fees charged to the State or any user of the ATM, as agreed upon for the length of this contract.

The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the terms and conditions indicated in Section III of the Request for Proposal

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums 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

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor's proposal and properly submitted documents) ; and,
7. Amendments 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 to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

| | |
|-------------------------|------------------------------------|
| Vendor Contract Manager | Jason Walters, Buyer |
| Vendor | Nebraska State Treasurer's Office |
| Vendor Street Address | State Capitol Building, Suite 2005 |
| | P.O. Box 94788 |
| Vendor City, State, Zip | Lincoln, NE 68509 |

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. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

The bidder shall not commence any 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.

E. CHANGE ORDERS

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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.

G. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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.

I. SEVERABILITY

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.

J. INDEMNIFICATION

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 RFP.

3. PERSONNEL

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

4. SELF-INSURANCE

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

K. ATTORNEY'S FEES

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 order by the court, including attorney's fees and costs, if the other party prevails.

L. ASSIGNMENT, SALE, OR MERGER

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.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

N. FORCE MAJEURE

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party, and shall have the burden of proof to justify the request. The other Party may be granted 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.

O. CONFIDENTIALITY

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.

P. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

Q. CONTRACT CLOSEOUT

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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor 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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. 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.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

G. INSURANCE REQUIREMENTS

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.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

1. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

| REQUIRED INSURANCE COVERAGE | | |
|---|--|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | | |
| General Aggregate | | \$2,000,000 |
| Products/Completed Operations Aggregate | | \$2,000,000 |
| Personal/Advertising Injury | | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | | \$1,000,000 per occurrence |
| Fire Damage | | \$50,000 any one fire |
| Medical Payments | | \$5,000 any one person |
| Damage to Rented Premises | | \$300,000 each occurrence |
| Contractual | | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | | Included |
| Independent Contractors | | Included |
| Abuse & Molestation | | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | | |
| WORKER'S COMPENSATION | | |
| Employers Liability Limits | | \$500K/\$500K/\$500K |
| Statutory Limits- All States | | Statutory - State of Nebraska |
| USL&H Endorsement | | Statutory |
| 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 | | \$1,000,000 per occurrence |
| 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 | | \$3,000,000 |
| 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 be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory." | | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.
Send To:

Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax (402) 471-4390

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 NSTO when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

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

H. ANTITRUST

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

I. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. Contractor will return State Property in the original condition, as before installation of the ATM or pay all costs associated with returning property to prior condition.

K. SITE RULES AND REGULATIONS

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.

L. ADVERTISING

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 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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

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 the Addendum will prevail.

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

Nebraska State Treasurer:

By: 

Printed Name: **Don Stenberg**

Title: **Nebraska State Treasurer**

Date: December 15, 2017

Contractor: Security First Bank

By: 

Printed Name: Robert Wentz

Title: Chief Operations Officer

Date: December 12, 2017



Original

805 Fifth Street
P.O. Box 3490
Rapid City, SD 57709
605-399-2740
Fax: 605-399-3768

August 4, 2017

Jason Walters
Nebraska State Treasurer's Office
State Capital Building, Suite 2005
Lincoln, Nebraska 68508

RE: RFP NST082017 Z1 for ATMs located in State of Nebraska buildings

Bidder Information:

Security First Bank (SFB) is a Nebraska chartered state bank with its home office located in Lincoln. The ATM Department of SFB is also managed from and based in Lincoln.

Bidder Reference Information:

SFB has had a merchant ATM program for over 25 years with the highest concentration of ATMs in the Lincoln/Omaha area. SFB does not out-source the repair and maintenance of our ATMs, we have trained technicians on staff that maintain our ATM network. Handling all maintenance in-house has allowed SFB to maintain an average overall up-time of 98%.

SFB has been providing ATM services to the State of Nebraska since 2011.

RFP NST082017 Z1 Modifications:

All the provisions, terms and conditions detailed in RFP NST 08217 Z1 are agreed to and incorporated herein by reference, except for the following:

Section II Terms and Conditions – P. Early Termination – item #2

SFB is requesting the same termination rights as the State has provided for in this section.

Section III Contractor Duties – G. Insurance Requirements

SFB requests the following modifications in coverage limits:

Commercial medical payments of \$5,000 per person

Umbrella coverage of \$4,000,000

Cyber liability coverage of \$3,000,000

ATM Surcharge Option:


Nebraska Electronic Transfer System (NETS) is a Nebraska based company that has provided a wide variety of electronic transfer services including driving ATMs and switching ATM transactions. However, NETS is terminating operations effective November 1, 2017. The interchange between NETS members (which is 4x other networks) allowed SFB to pay a rebate (revenue share) to the State of \$0.35 per NETS withdrawal.

The RFP provides that no surcharge may be assessed to any user and SFB agrees to this provision. SFB will not be able to offer a rebate/revenue share, as is currently provided under the current agreement, based on interchange revenue alone because of NETs terminating operations.

However, as an option, if the State were to elect to implement a surcharge on select ATMs, SFB would share 50% of the surcharge with the State in the form of a rebate. For example, if a \$1.00 surcharge were implemented on the ATM located in the State Office Building, a \$0.50 rebate would be paid to the State for each surcharged transaction. Surcharging is offered as an option only, not as a condition of our proposal.

This proposal provides the State the flexibility to offer totally surcharge free ATM services or surcharge for cash withdrawals at select ATM locations.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Robert Wentz", with a long, sweeping horizontal line extending to the right.

Robert Wentz
Chief Operations Officer

Original

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2007
Lincoln, Nebraska 68508

OR
P.O. Box 94788
Lincoln, Nebraska 68509
Phone: (402) 471-2793
Fax: (402) 471-4390

**Nebraska State Treasurer's Office
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

| SOLICITATION NUMBER | RELEASE DATE |
|---|----------------------------|
| RFP NST082017 Z1 | August 2, 107 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| October 20, 2017 2:00 p.m. Central Time | Jason Walters |

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The Nebraska State Treasurer's Office (NSTO), is issuing this Request for Proposal (RFP), RFP Number NST082017 Z1 for the purpose of selecting a qualified Bidder to provide Automated Teller Machines located in State buildings located throughout the State of Nebraska. A more detailed description can be found in Section V.C. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, 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 RFP, and the successful bidder's proposal or response will be posted to a public website managed by Department of Administrative Services (DAS), which can be found at <http://statecontracts.nebraska.gov>.

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP 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 RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP 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 RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

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

TABLE OF CONTENTS

| | |
|--|-----------|
| REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES | i |
| TABLE OF CONTENTS | iii |
| GLOSSARY OF TERMS | v |
| I. PROCUREMENT PROCEDURE..... | 1 |
| A. GENERAL INFORMATION | 1 |
| B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS | 1 |
| C. SCHEDULE OF EVENTS | 1 |
| D. WRITTEN QUESTIONS AND ANSWERS | 3 |
| E. NOTIFICATION OF INTENT TO BID | 3 |
| F. RECYCLING (§81-15,159(d)(2)) | 3 |
| G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory) | 3 |
| H. ETHICS IN PUBLIC CONTRACTING | 3 |
| I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL | 4 |
| J. SUBMISSION OF PROPOSALS | 4 |
| K. BID PREPARATION COSTS | 4 |
| L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL | 4 |
| M. BID CORRECTIONS | 4 |
| N. LATE PROPOSALS | 5 |
| O. PROPOSAL OPENING | 5 |
| P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS | 5 |
| Q. EVALUATION COMMITTEE | 5 |
| R. EVALUATION OF PROPOSALS | 5 |
| S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS | 6 |
| T. BEST AND FINAL OFFER | 6 |
| U. REFERENCE AND CREDIT CHECKS | 7 |
| V. AWARD | 7 |
| II. TERMS AND CONDITIONS..... | 8 |
| A. GENERAL | 8 |
| B. NOTIFICATION | 9 |
| C. GOVERNING LAW (Statutory) | 9 |
| D. BEGINNING OF WORK | 9 |
| E. CHANGE ORDERS | 10 |
| F. NOTICE OF POTENTIAL CONTRACTOR BREACH | 10 |
| G. BREACH | 10 |
| H. NON-WAIVER OF BREACH | 11 |
| I. SEVERABILITY | 11 |
| J. INDEMNIFICATION | 11 |
| K. ATTORNEY'S FEES | 12 |
| L. ASSIGNMENT, SALE, OR MERGER | 12 |
| M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS | 13 |
| N. FORCE MAJEURE | 13 |
| O. CONFIDENTIALITY | 13 |
| P. EARLY TERMINATION | 14 |
| Q. CONTRACT CLOSEOUT | 14 |
| III. CONTRACTOR DUTIES | 16 |
| A. INDEPENDENT CONTRACTOR / OBLIGATIONS | 16 |
| B. EMPLOYEE WORK ELIGIBILITY STATUS | 17 |
| C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) | 17 |

| | | |
|------|--|----|
| D. | COOPERATION WITH OTHER CONTRACTORS | 17 |
| E. | PERMITS, REGULATIONS, LAWS | 18 |
| F. | OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES | 18 |
| G. | INSURANCE REQUIREMENTS | 18 |
| H. | ANTITRUST | 21 |
| I. | CONFLICT OF INTEREST | 21 |
| J. | STATE PROPERTY | 22 |
| K. | SITE RULES AND REGULATIONS | 22 |
| L. | ADVERTISING | 22 |
| M. | NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) | 22 |
| N. | DISASTER RECOVERY/BACK UP PLAN | 23 |
| O. | DRUG POLICY | 23 |
| IV. | PAYMENT | 24 |
| A. | RIGHT TO AUDIT (Statutory) | 24 |
| V. | PROJECT DESCRIPTION AND SCOPE OF WORK..... | 25 |
| A. | SCOPE OF WORK | 25 |
| B. | PROJECT ENVIRONMENT | 25 |
| C. | PROJECT REQUIREMENT | 25 |
| D. | BUSINESS REQUIREMENTS | 26 |
| VI. | PROPOSAL INSTRUCTIONS | 29 |
| A. | PROPOSAL SUBMISSION | 29 |
| VII. | COST TO USER AND REBATE PROPOSAL REQUIREMENTS | 31 |
| A. | COST TO USER PROPOSAL | 31 |
| B. | REBATE TO THE STATE..... | 31 |
| | Form A Bidder Contact Sheet..... | 32 |
| | Form B Notification of Intent to Bid | 33 |
| | Exhibit 1 ATM Transaction Count..... | 34 |
| | BIDDER SIGNATURE PAGE | 35 |

GLOSSARY OF TERMS

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

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

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

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

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.

ATM Balance Inquiry: Automated teller machine (ATM) consumer account balance inquiry.

ATM Transaction: Automated teller machine (ATM) cash withdrawal and balance inquiry.

Automated Teller Machine (ATM): An electronic hardware device designated to accept cards that, when activated by the cardholder through use of a magnetic stripe on a card and entering a Personal Identification Number (PIN), is capable of automatically dispensing currency directly from such device and responding to balance inquiries.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bank: A State or National Bank, a State or Federal Savings and Loan Association, a Mutual Savings Bank, or a State or Federal Credit Union chartered to do business in the State of Nebraska as defined in Neb. Rev. Stat. §77-2387 (2).

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A bank with a qualifying office in the State of Nebraska as defined in Neb. Rev. Stat. §77-2387 who submits an offer in response to a written solicitation.

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

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

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

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

Cash Access: Accessing a consumer's account for the purpose of initiating ATM transactions.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

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

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

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

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: Any individual or entity having a contract to furnish commodities or services.

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

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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 solicitation or contract.

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

Foreign Fee: Foreign fee or transaction fee is a fee charge by the financial institution to the consumer for conducting a transaction outside of their ATM network.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, 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 Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

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

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

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

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

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

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

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

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Personal Identification Number: A numeric password used to authenticate the identity of the cardholder.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

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

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

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

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

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

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Surcharge: Surcharge fee may be imposed by the ATM owner and will be charged to the consumer using the machine.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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 vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Transaction Fee: Transaction or Foreign fee is a fee charge by the financial institution to the consumer for conducting a transaction outside of their ATM network.

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Automated Teller Machines at a competitive and reasonable cost to the user and rebate to the State.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the Nebraska State Treasurer's Office. The point of contact (POC) for the procurement is as follows:

Name: Jason Walters
Agency: Nebraska State Treasurer's Office
Address: State Capitol Building, Suite 2005
Lincoln, NE 68508
OR
Address: P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390

E-Mail: nst.rfpquestions@nebraska.gov

From the date the RFP 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 RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the NSTO can award this contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

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 below, but all dates are approximate and subject to change.

| ACTIVITY | | DATE/TIME |
|----------|---|---------------------------------------|
| 1. | Release Request for Proposal | 08/02/2017 |
| 2. | Last day to submit 1 st round of written questions | 08/23/2017 |
| 3. | State responds to 1 st round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.htm | 09/06/2017 |
| 4. | Last day to submit 2 nd set of written questions | 09/20/2017 |
| 5. | State responds to 2 nd set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html | 09/27/2017 |
| 6. | Last day to submit "Letter of Intent To Bid" (recommended but not required) | 09/29/2017 |
| 7. | Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building, Suite 2005 Lincoln, Nebraska 68508 | 10/20/2017 2:00 PM Central Time |
| 8. | Review for conformance of mandatory requirements | 10/20/2017 |
| 9. | Evaluation period | 10/23/2017 – 11/17/2017 |
| 10. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | To be determined |
| 11. | Post "Letter of Intent to Contract" to Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html | 11/27/2017 |
| 12. | Contract award | 12/31/2017 |
| 13. | Contractor start date | 06/16/2018 |

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the NSTO and clearly marked "RFP Number NST082017 Z1; Automated Teller Machine Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

| RFP Section Reference | RFP Page Number | Question |
|-----------------------|-----------------|----------|
| | | |

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

E. NOTIFICATION OF INTENT TO BID

Bidders who intend to bid are urged to complete a "Notification of Intent to Bid Form" (see Form B), but the bidder will not be penalized if the form is not received. It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4390 or delivered by U.S. mail to the POC for the RFP per the Schedule of Events.

A list of vendors who submitted a Notification of Intent to Bid will be posted on the Internet at <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>.

F. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

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

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 will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

If a bank is registered with the Office of The Comptroller of Currency, it is not required to register with the State, and may submit a certificate of good standing/registration from the Office of The Comptroller of Currency for verification.

H. ETHICS IN PUBLIC CONTRACTING

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

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

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL" and three (3) copies of the entire proposal. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I part B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-2793 should be used. The RFP number should be included in all correspondence.

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.

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

The Technical, Cost to User and State Rebate Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 1/2" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. 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.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

K. BID PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP 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. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect cost, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

Anyone may attend the opening. It is considered a public opening. For services, the Buyer will read the names of the respondents. A List of Respondents will be posted to the NSTO and SPB websites. The bids will **NOT** be available for public viewing until the evaluation process has been completed and the Intent to Award has been posted to the NSTO and SPB websites. Information identified as proprietary by the submitting vendor, in accordance with the RFP and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method.
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Section II thorough IV;
5. Completed Form A.1, Mandatory Project Requirements;
6. Completed Technical Approach including Forms A.2 and A.3; and
7. Completed Form A.4, Cost to User Proposal Template;
8. Completed Form A.5, State Rebate Proposal Template.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP 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. **Bidder must be a Bank (Form A.1):**
 - a. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska;
2.
 - a. Bidder has financial stability to do business with the State of Nebraska.
3. Corporate Overview should 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 RFP;
 - 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 quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
4. Technical Approach including Form A.2 and A.3; and,
5. Cost to User Proposal including Form A.4;
6. State Rebate Proposal including Form A.5.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

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

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

Evaluation criteria weighting will be released with the RFP. Evaluation criteria weighting will be posted to the Internet at: <http://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html>.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER

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

However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

V. AWARD

The State reserves the right to evaluate proposals and to award contracts in a manner and 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 RFP process for some actions, the State of Nebraska may take one or more of the following actions:

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Cost to the User;
2. Rebate to the State;
3. Location;
4. Quality;
5. Delivery time;
6. Bidder qualifications and capabilities;
7. State contract management requirements.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at: <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV 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 RFP 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 bids in response to the RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums 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: |
|---------------------|---------------------|---|-----------------|
| <i>PM</i> | | | |

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


1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor's proposal and properly submitted documents) ; and,
7. Amendments 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 to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

| | |
|-------------------------|------------------------------------|
| Vendor Contract Manager | Jason Walters, Buyer |
| Vendor | Nebraska State Treasurer's Office |
| Vendor Street Address | State Capitol Building, Suite 2005 |
| | P.O. Box 94788 |
| Vendor City, State, Zip | Lincoln, NE 68509 |


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. GOVERNING LAW (Statutory)

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


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

D. BEGINNING OF WORK

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

The bidder shall not commence any 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.

E. CHANGE ORDERS


| 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 RFP. 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.

F. 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.

G. 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 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.

H. NON-WAIVER OF BREACH

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

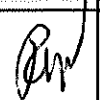
The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

I. 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.

J. 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 RFP.


3. **PERSONNEL**

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

4. **SELF-INSURANCE**


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

K. **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 order by the court, including attorney's fees and costs, if the other party prevails.


L. **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.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

| 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, 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.

N. 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"). 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 be granted 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.

O. CONFIDENTIALITY

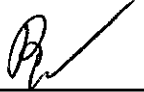
| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---|---------------------|---|-----------------|
|  | | | |

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.


P. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | |  | <i>Provisions of #2 should be available to both parties to the agreement</i> |

The contract may be terminated as follows:

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

Q. CONTRACT CLOSEOUT

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

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


1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor 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 person 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 Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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


If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor 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 <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.
2. 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.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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


The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | |  | <i>Request change in some insurance limits to match current Policy limits.</i> |

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.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

| REQUIRED INSURANCE COVERAGE | |
|---|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Fire Damage | \$50,000 any one fire |
| Medical Payments | \$10,000 any one person |
| Damage to Rented Premises | \$300,000 each occurrence |
| Contractual | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Contractors | Included |
| Abuse & Molestation | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| 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 |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$1,000,000 |
| CYBER LIABILITY | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | \$10,000,000 |
| MANDATORY COI SUBROGATION WAIVER LANGUAGE | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |
| MANDATORY COI LIABILITY WAIVER LANGUAGE | |
| "Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory." | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.
Send To:

Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax (402) 471-4390


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 NSTO when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS


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

H. ANTITRUST

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

I. CONFLICT OF INTEREST

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

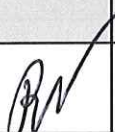
By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

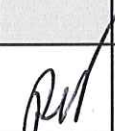
The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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


The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. Contractor will return State Property in the original condition, as before installation of the ATM or pay all costs associated with returning property to prior condition.

K. 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.

L. 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 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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)


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

N. 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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. RIGHT TO AUDIT (Statutory)

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

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% to 3%) 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 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 RFP.

A. SCOPE OF WORK

The Nebraska State Treasurer's Office is requesting proposals from experienced and qualified bidders to install, operate and maintain Automated Teller Machines (ATM) so patrons may access cash in various buildings throughout the State. State agencies, the University of Nebraska, and the State College System, as well as any other cities, counties, or governmental subdivisions located in the State of Nebraska may participate under this contract. There are 93 counties and 530 cities in the State of Nebraska that can use this contract. It will be the responsibility of the contractor to contact the cities, counties and other non-state governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org.

The State makes no representation that any State agency, municipality, county or other non-state governmental subdivision will choose to engage these services as a result of this RFP. The combined bidding of all services to State agencies eliminates the need for additional procurements by individual State agencies. All figures listed in the RFP represent a historical count of transactions processed by the current State contractor. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of the bidders for the development of their proposals.

B. PROJECT ENVIRONMENT

The NSTO will be the point of contact for contract negotiations, renewals or questions related to the contract as well as coordinating new services for all State agencies. The University of Nebraska, the State College System and any city, county, or subdivision would delegate their own point of contact.

C. PROJECT REQUIREMENT

The awarded Contractor will install, operate and maintain Automated Teller Machines (ATM) in various locations in State buildings. Current locations are listed below:

1. Location and Hours

The Financial Institution must place one (1) ATM in each building listed below. Building location and current hours are also listed. ATM's placed will need to occupy the existing space where current machines are located. There will be no relocation of ATM's in existing buildings unless directed by the State for remodeling/renovation purposes.

a. Nebraska State Capitol

1445 K Street

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday/Holidays – 10:00 – 5:00

Sunday – 1:00 – 5:00

Closed Thanksgiving Day, the Friday after, Christmas Day and New Year's Day

b. Nebraska State Office Building

301 Centennial Mall South

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday – Closed

Sunday – Closed

Closed all State Holidays and most Federal Holidays

c. Nebraska Department of Roads

1500 Highway 2

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday – Closed

Sunday – Closed

Closed all State Holidays and most Federal Holidays

- d. **Community Corrections - Lincoln**
 2720 West Van Dorn
 Lincoln, NE
 ATM is available to staff and inmates 24/7
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- e. **Community Corrections – Omaha**
 2323 Avenue “J” Street
 Omaha, NE
 ATM is available to staff and inmates 24/7
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- f. **Tecumseh State Correctional Institution**
 North Highway 50
 Tecumseh, NE
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- g. **Nebraska Law Enforcement Training Center**
 3600 N Academy Road
 Grand Island, NE
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays

The State may add additional ATM locations under the contract if the Financial Institution agrees that the visitor count and/or employee count would support an ATM in that location.

Monthly transaction count for each location is shown on Exhibit 1.

2. **Approximate employee or building occupancy count per location**

| Location | Average per month |
|--|----------------------------|
| Nebraska State Capitol | 830 employees |
| Nebraska State Office Building | 2150 employees |
| Nebraska Department of Roads | 730 employees |
| Community Corrections – Lincoln | 450 inmates and employees |
| Community Corrections – Omaha | 200 inmates and employees |
| Tecumseh State Correctional Institution | 340 employees |
| Nebraska Law Enforcement Training Center | 250 students and employees |

In addition to the employee or building occupancy count above, buildings are frequently visited by the public and ATM's are available for their use.

D. **BUSINESS REQUIREMENTS**

1. Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

- a. Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination
- b. Neb. Rev. Stat. § 73-205(3)—Technology Access Standards
- c. Neb. Rev. Stat. § 73-506(2)—Service contracts with unspecified or unlimited duration
- d. Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability

Alternative Terms and Conditions that are in violation of or conflict with this RFP, Nebraska State Statutes or the Nebraska State Constitution will be rejected by the State.

- 2. The primary bidder must be a Financial Institution or owned by a financial institution pursuant to Neb. Rev. Stat § 73-2387(2).

E. FINANCIAL STABILITY

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earnings, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the terms of the contract.

F. SCOPE OF WORK

The following information provides a description of the project and specific requirements. The transaction counts are listed to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing their ability to meet the requirements.

G. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Bidders must address the functional and technical requirements in Form A.2 and Form A.3.

H. DELIVERABLES (REQUIRED) (THIS IS WHAT THE CONTRACTOR IS SUPPOSED TO DO OR PROVIDE)

1. Reporting

Contractor will be required to send the State a monthly transaction count for each ATM under this contract. Report should include location name and/or address, the calendar month the report covers, and the number of cash transactions processed at each location for the reporting month. Monthly transaction count report must be mailed to the State at the following address by the 15th of the following month for the prior calendar month.

Nebraska State Treasurer's Office
Attn: Treasury Management Director
State Capitol Building
P.O. Box 94788
Lincoln, NE 68509

2. Installations

The contractor shall install ATM's at existing locations in State Office Buildings as listed above. The contractor should be willing to add additional locations as requested by the NSTO and agreed upon by both parties.

3. USER Fees

Contractor will disclose all ATM Surcharge or Foreign/Transaction Fees or any other fee to consumers using the ATMs by the owner in the bid proposal using the format specified in the Attachment A, Form A.4. Transaction fees will remain the same for the term of this contract.

If the contract does not remit to the State a share/rebate portion of the income derived from the ATM activity, the bid may be required to use such a share/rebate portion of income to provide lower surcharge or foreign/transaction fee.

4. ATM Repairs

Contractor must post a current phone number for repairs or questions available 24 hours a day, seven days a week. Contractor shall provide maintenance for necessary problem resolution and repair by qualified technicians. Hours of maintenance should be limited to 8:00 AM to 5:00 PM, Monday through Friday, unless special arrangements are made. Response time should be less than three (3) hours.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical, Cost to User, and State Rebate 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, Cost to Cost, and State Rebate Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Further, Sections II through VII must be completed and returned with the proposal response.

2. 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 vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

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

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor'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. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. 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 RFP 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.

3. 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.

VII. COST TO USER AND STATE REBATE PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost to User and State's Rebate Proposal templates, Form A.4 & A.5. The bidder must submit the Cost to the User and the State's Rebate Proposals in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The bidder must use the State's Cost to User and Rebate Proposal templates (Form A.4 & A.5) contained in Attachment A of this RFP. **THE STATE'S COST TO USER AND REBATE PROPOSAL TEMPLATES AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

A. COST TO USER PROPOSAL

The bidder must include details on Form A.4, Cost to User Proposal Template of all fees that will be charged to the cardholder using the ATMs under this contract. These details must include, at a minimum, detailed descriptions and/or specification of the services to be provided.

The Nebraska State Treasurer's Office reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. REBATES TO THE STATE

There will be no fees charged to the NSTO/State of Nebraska for any services provided under this contract. However, the bidder must include a completed Form A.5 of any rebate that is available to the State. This rebate will be paid to the State on a monthly basis.

Form A
Bidder Contact Sheet
Request for Proposal Number NST082017 Z1

Form A should be completed and submitted with each response to this RFP. 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: | Security First Bank |
| Bidder Address: | 5505 Red Rock Lane Lincoln, NE 68516 |
| Contact Person & Title: | Robert Wentz, Chief Operations Officer |
| E-mail Address: | bwentz@security1stbank.com |
| Telephone Number (Office): | 605-718-8317 |
| Telephone Number (Cellular): | 605-381-1409 |
| Fax Number: | 605-718-8319 |

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: | Security First Bank |
| Bidder Address: | 5505 Red Rock Lane Lincoln, NE 68516 |
| Contact Person & Title: | Robert Wentz, Chief Operations Officer |
| E-mail Address: | bwentz@security1stbank.com |
| Telephone Number (Office): | 605-718-8317 |
| Telephone Number (Cellular): | 605-381-1409 |
| Fax Number: | 605-718-8319 |

Form B
Notification of Intent to Bid
Request for Proposal Number NST082017 Z1

| | |
|-------------------|---|
| Bidder Name: | Security First Bank |
| Bidder Address: | 5505 Red Rock Lane Lincoln, NE 68516 |
| Contact Person: | Robert Wentz, Chief Operations Officer |
| E-mail Address: | bwentz@security1stbank.com |
| Telephone Number: | 605-718-8317 |
| Fax Number: | 605-718-8319 |

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail (nst.rfpquestions@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

EXHIBIT 1
ATM Transaction Count


| | Year | State Capitol | NSOB | NE Dept of Roads | NE CCS - Omaha | NE CCS - Lincoln | NE Law Enforcement | Tecumseh State Correctional Institution |
|---------------|-------------|---------------|--------------|------------------|----------------|------------------|--------------------|---|
| January | 2015 | 234 | 703 | 139 | 752 | 1481 | 72 | |
| February | 2015 | 260 | 741 | 124 | 669 | 1338 | 102 | |
| March | 2015 | 296 | 807 | 134 | 728 | 1507 | 65 | |
| April | 2015 | 303 | 794 | 199 | 784 | 1507 | 104 | 39 |
| May | 2015 | 265 | 727 | 95 | 789 | 1487 | 51 | 99 |
| June | 2015 | 251 | 686 | 125 | 821 | 1368 | 42 | 93 |
| July | 2015 | 198 | 711 | 136 | 866 | 1603 | 55 | 98 |
| August | 2015 | 247 | 773 | 131 | 938 | 1546 | 51 | 121 |
| September | 2015 | 279 | 714 | 142 | 889 | 1435 | 59 | 118 |
| October | 2015 | 198 | 739 | 124 | 1167 | 1715 | 83 | 128 |
| November | 2015 | 193 | 529 | 93 | 925 | 1712 | 50 | 132 |
| December | 2015 | 243 | 690 | 98 | 1074 | 1823 | 51 | 159 |
| Totals | 2015 | 2,967 | 8,614 | 1,540 | 10,402 | 18,522 | 785 | 987 |
| January | 2016 | 247 | 648 | 110 | 1104 | 1678 | 79 | 161 |
| February | 2016 | 246 | 709 | 109 | 1023 | 1558 | 106 | 150 |
| March | 2016 | 292 | 742 | 96 | 1035 | 1759 | 59 | 173 |
| April | 2016 | 272 | 666 | 159 | 1010 | 1666 | 70 | 171 |
| May | 2016 | 235 | 639 | 120 | 1008 | 1762 | 64 | 152 |
| June | 2016 | 223 | 605 | 127 | 1034 | 1807 | 88 | 135 |
| July | 2016 | 219 | 586 | 189 | 1132 | 1695 | 72 | 152 |
| August | 2016 | 232 | 752 | 225 | 1120 | 1488 | 65 | 162 |
| September | 2016 | 228 | 646 | 190 | 1098 | 1613 | 57 | 161 |
| October | 2016 | 195 | 607 | 201 | 1019 | 1467 | 47 | 176 |
| November | 2016 | 171 | 554 | 195 | 996 | 1402 | 47 | 178 |
| December | 2016 | 190 | 648 | 190 | 1056 | 1646 | 54 | 161 |
| Totals | 2016 | 2,750 | 7,802 | 1,911 | 12,635 | 19,541 | 808 | 1,932 |
| January | 2017 | 214 | 529 | 231 | 992 | 1378 | 49 | 150 |
| February | 2017 | 211 | 600 | 215 | 959 | 1369 | 73 | 157 |
| March | 2017 | 284 | 710 | 211 | 910 | 1420 | 105 | 249 |
| April | 2017 | 202 | 579 | 228 | 778 | 1234 | 50 | 229 |
| May | 2017 | 229 | 594 | 214 | 723 | 1277 | 78 | 189 |
| June | 2017 | 212 | 601 | 209 | 839 | 1373 | 98 | 198 |

BIDDER SIGNATURE PAGE

BIDDER MUST COMPLETE THE FOLLOWING

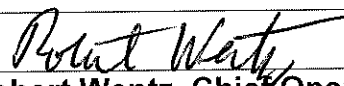
By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing (see Section II through IV) and certifies that bidder maintains a drug free work place.

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

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

_____ 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.

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

| | |
|-------------------------------|--|
| FIRM: | Security First Bank |
| COMPLETE ADDRESS: | 5505 Red Rock Lane Lincoln, NE 68516 |
| TELEPHONE NUMBER: | 605-718-8317 |
| FAX NUMBER: | 605-718-8319 |
| DATE: | August 4, 2017 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Robert Wentz, Chief Operations Officer |

ATTACHMENT A

FORMS

Request for Proposal Number #NST082017 Z1

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

Forms A.1 – A.5 are to be included as part of the Technical Approach.

- Form A.1: Mandatory Project Requirements
- Form A.2: Functional and Technical Proposal Requirements
- Form A.3: Functional and Technical Proposal Requirements for NDCS
- Form A.4: Cost to User Proposal Template
- Form A.5: State Rebate Proposal Template

FORM A.1

Mandatory Project Requirements

Request for Proposal Number NST082017 Z1

Please answer the following eight (8) mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

Yes ☒ No ☐

Is the bidder a state or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2)?

Yes ☒ No ☐

Bidder agrees to supply ATMs that comply with Americans with Disabilities Act (ADA) Accessibility Guidelines.

Yes ☒ No ☐

Bidder must have a minimum of five (5) years' experience in providing ATMs.

Yes ☒ No ☐

Bidder agrees to comply with all Nebraska State Statutes.

Yes ☒ No ☐

Bidder agrees to comply with all banking and industry regulations in the operation of the ATMs.

Yes ☒ No ☐

Does the ATM support the following transaction types in both English and Spanish language formats?

Cash withdrawal from checking account
Cash withdrawal from savings account

Yes ☒ No ☐

Does the ATM support the following transaction types in both English and Spanish language formats?

Transfer from checking to savings
Transfer from savings to checking

Yes ☒ No ☐

Does the ATM support the following transaction types in both English and Spanish language formats?

Balance inquiry from checking
Balance inquiry from savings

FORM A.2

| Functional and Technical Requirements | |
|---------------------------------------|--|
| 2.1 | <p>Does the bidder agree that ATM's will be placed in existing locations as provided on page 29 and 30 of the RFP?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.2 | <p>Please list the space requirements for the proposed ATM's.</p> <p><i>Same as current. SFB ATM's are currently at these locations.</i></p> |
| 2.3 | <p>Currently a 110 volt 20 amp dedicated circuit is available for use of the ATM, will this circuit be acceptable to the bidder?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If no, please list the electricity requirements.</p> |
| 2.4 | <p>Does the bidder agree to pay all installation costs and phone lines as necessary?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.5 | <p>Does the bidder agree to pay all on-going service for communications media (in any form) as necessary to operate the ATM?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.6 | <p>Does the bidder understand that the state will provide the electrical power for the operation of the ATM's?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.7 | <p>Does the bidder agree to post a phone number on each machine so users may report any machine problems?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.8 | <p>Does the bidder agree it is their responsibility to maintain and service the ATM's?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 2.9 | <p>Does the bidder agree they will provide maintenance for necessary problem resolution and repairs by qualified technicians?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |

| | |
|------|--|
| 2.10 | <p>The bidder must list what their response time will be to a maintenance call, Monday thru Friday 8 AM to 5 PM.</p> <p>Within 1 hour___ Between 1 to 3 hours <u>X</u> Over 3 hours___</p> |
| 2.11 | <p>The availability of the ATM system must be Ninety Five Percent (95%) uptime (22.8 hours) for each twenty-four (24) hour period, seven (7) days per week, does the bidder agree to provide this availability?</p> <p>Yes <u>X</u> No___</p> |
| 2.12 | <p>Does the bidder agree to inspect the machines for signs of tampering and to ensure the ATM has not been compromised while balancing and filling the ATM?</p> <p>Yes <u>X</u> No___</p> <p>If yes, how often will the machines be filled, balanced and inspected?</p> <p>Monthly___ Biweekly <u>X</u></p> <p>Weekly___ As necessary___</p> |
| 2.13 | <p>Does the bidder agree to be insured to cover the cost of the machine and its contents in case of theft or robbery?</p> <p>Yes <u>X</u> No___</p> |
| 2.14 | <p>Does the bidder agree they will provide operational support for ATM balancing, settlement, adjustment and captured card processing?</p> <p>Yes <u>X</u> No___</p> |
| 2.15 | <p>Please list all the Cash Access Networks the bidder uses in operating their ATM's (example: Nets, Cirrus, Plus, Interlink, Cirrus, other).</p> <p><i>NETS</i> <i>Cirrus</i> <i>MasterCard</i> <i>NYCE</i></p> |
| 2.16 | <p>Does the bidder agree that ATM's must accept universally branded ATM, debit and Visa/MasterCard branded cards?</p> <p>Yes <u>X</u> No___</p> |

| | |
|------|---|
| 2.17 | Does the bidder agree that ATM's must accept EMV or "chip" cards? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2.18 | Does the bidder agree to stock the ATM's with \$10 and/or \$20 bills depending on the location? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2.19 | Does the bidder agree that prior approval is needed if new or modifications of existing equipment is required? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 2.20 | Does the bidder agree, if a rebate will be paid to the State, payment will be paid on a monthly basis? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

FORM A.3

| | Functional and Technical Requirements for Nebraska Department of Correctional Services (NDCS) |
|-----|---|
| 3.1 | <p>Does the bidder agree that they will make all employees aware of the provisions of Neb. Rev. Stat. §28-322.01 that states it shall be a felony for individuals working for or under contract to the NDCS to engage in sexual contact or relations with an inmate or parolee within the State Correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.2 | <p>Does the bidder agree that they are responsible for making their employees aware of NDCS Administrative Regulation 112.31 – Code of Ethics and Conduct before going to any NDCS facilities? (Code of Ethics and Conduct can be found at http://www.corrections.nebraska.gov/policieshr.html)</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.3 | <p>Does the bidder agree that they are responsible to inform their personnel of the NDCS Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS owned or controlled property? Such products must remain in Contractor's locked vehicle while on NDCS property.</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.4 | <p>Does the bidder agree that the Contractor will be responsible for ensuring all personnel, equipment, tools, keys, and supplies/materials comply with any and all rules, regulations, and procedures of the NDCS and the individual facilities?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.5 | <p>Does the bidder agree that all equipment, tools, supplies, and materials will be subject to search and inventoried at any time?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.6 | <p>Does the bidder agree that tools and materials must be carefully controlled at all times and locked when not in use?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |
| 3.7 | <p>Does the bidder agree that all Contractor personnel entering a correctional institution will be subject to a search of their person and personal items?</p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> |

| | |
|------|--|
| 3.8 | Does the bidder agree that cellphones and other electronic devices will not be brought into correctional institutions without prior authorization from the facility warden or designee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.9 | Does the bidder agree that personnel shall be subject to departmental security checks prior to their arrival on NDCS property? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.10 | Does the bidder agree that personnel must carry proper identification with them at all times while on NDCS property? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.11 | Does the bidder agree to abide by all NDCS policies and review them with all new contractor staff? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| 3.12 | Does the bidder agree to only stock \$10 bills in the ATMs at the Omaha and Lincoln Correctional facilities? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

FORM A.4
Cost to User Proposal Template
Request for Proposal Number NST082017 Z1

Section 1:

The bidder must detail the cost for the user to withdraw cash 'In Network' and 'Out of Network'. Enter the cost per withdraw in the "User Cost" column, multiply the number of transactions by the "User Cost" and the total will be the "Total Cost for Users".

Section 2:

The bidder must complete the "User Cost" per balance inquiry for an 'In Network' and 'Out of Network' transaction.

Section 3:

The bidder must detail any other fees to the user associated with all possible type of transactions.

Reminder: No fees shall be charged to the State of Nebraska for any services provided under this contract.

The Nebraska State Treasurer's Office reserves the right to review all aspects of the Cost to User Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

| | | | |
|--|---|----------------------------------|-----------------------------|
| Financial Institution Name: | | | |
| Section 1: | | | |
| User Cost Per Withdraw In Network | Number of Transactions 1 Year Period | User Cost Per Transaction | Total Cost for Users |
| From checking | 10,441 | \$ 0 | \$ 0 |
| From savings | 1,842 | \$ 0 | \$ 0 |
| | | | |
| User Cost Per Withdraw Out of Network | Number of Transactions 1 Year Period | User Cost Per Transaction | Total Cost for Users |
| From checking | 27,333 | \$ 0 | \$ 0 |
| From savings | 4,824 | \$ 0 | \$ 0 |
| | | | |
| Section 2: | | | |
| User Cost per Balance Inquiry | In Network | Out of Network | Other Fees |
| From checking | \$ 0 | \$ 0 | \$ 0 |
| From savings | \$ 0 | \$ 0 | \$ 0 |
| | | | |
| | | | |

| | | | |
|---------------------------------------|-------------------|-----------------------|--------------|
| Section 3: | | | |
| List any Additional User Costs | In Network | Out of Network | Other |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |

FORM A.5
State Rebate Proposal Template
Request for Proposal Number NST082017 Z1

The bidder must complete the State Rebate Proposal based on the transaction count listed below, listing the rebate per transactions and calculating the rebate for the State.

| State Rebate Fee Schedule for ATM transactions | | | |
|--|--------------------------------------|------------------------|------------------------|
| Financial Institution Name: | | | |
| Section 1: | | | |
| State Rebate Per "In Network" Transactions | Number of Transactions 1 Year Period | Rebate Per Transaction | Total Rebate for State |
| From checking | 10,441 | \$ 0 | \$ 0 |
| From savings | 1,842 | \$ 0 | \$ 0 |
| | | | |
| State Rebate Per "Out of Network" Transactions | Number of Transactions 1 Year Period | Rebate Per Transaction | Total Rebate for State |
| From checking | 27,333 | \$ 0 | \$ 0 |
| From savings | 4,824 | \$ 0 | \$ 0 |
| | | | |
| Section 2: | | | |
| State Rebate Per Balance Inquiry | In network | Out of network | Other Fees |
| From checking | \$ 0 | \$ 0 | \$ 0 |
| From savings | \$ 0 | \$ 0 | \$ 0 |
| | | | |
| Section 3: | | | |
| List Other ATM Services rebate options | In network | Out of network | Other |
| None | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |
| | \$ | \$ | \$ |



STATE OF NEBRASKA

Don Stenberg, State Treasurer

State Capitol, Suite 2005 | P.O. Box 94788 | Lincoln, NE 68509 | 402-471-2455 | www.treasurer.org

ADDENDUM TWO, QUESTIONS and ANSWERS

Date: 09/27/2017
To: All Bidders
From: Jason Walters, Buyer
Nebraska State Treasurer's Office
RE: Addendum Request for Proposal Number NST082017Z1
to be opened October 20, 2017 at 2:00 PM Central Time.

No additional questions were received.

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

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: September 6, 2017

To: All Bidders

From: Jason Walters, Buyer
State Treasurer's Office

RE: Addendum for Request for Proposal Number NST082017 Z1 to be opened
October 20, 2017 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 Nebraska State Treasurer or State Purchasing Bureau website for all addenda or amendments.

| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> | <u>State Response</u> |
|------------------------|------------------------------|------------------------|--|---|
| 1. | | | Who is the current provider of the ATMs? | Security First Bank |
| 2. | | | What is the current fee for another financial institution? | Please clarify what you are asking in this question. We do not have knowledge of what fees other financial institutions charge their customers when using the ATMs. |
| 3. | | | What is the commission/rent currently paid for the existing ATM vendor relationship? | There is no rent or commission paid to the ATM vendor by the State. |
| 4. | | | What is the daily traffic at the location? | Please see section V.C.2 Project Description and Scope of Work. This will give the location and approximate employee or building occupancy. |
| 5. | | | What is the current minimum monthly fee per terminal? | There is not a minimum monthly fee per terminal. |
| 6. | | | What is the current transactions fees for each location? | Please clarify what fees you are asking about in this question. |

| | | | | |
|----|---|----|--|---|
| 7. | Section V. D.2. Business Requirements | 27 | In the Business Requirements, State Statute 73-2387(2) is reference, but that Statute does not reference that the bidder should be a Financial Institution, is this Statute correct? | The correct Neb. Rev. Stat § 77-2387(2). Section V., D.2. Business Requirements is amended and superseded with the following: The primary bidder must be a Financial Institution or owned by a Financial Institution pursuant to Neb. Rev. Stat § 77- 2387(2). |
|----|---|----|--|---|

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

**Nebraska State Treasurer's Office
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2007
Lincoln, Nebraska 68508

OR
P.O. Box 94788
Lincoln, Nebraska 68509
Phone: (402) 471-2793
Fax: (402) 471-4390

| SOLICITATION NUMBER | RELEASE DATE |
|---|---------------------|
| RFP NST082017 Z1 | August 2, 107 |
| OPENING DATE AND TIME | PROCUREMENT CONTACT |
| October 20, 2017 2:00 p.m. Central Time | Jason Walters |

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The Nebraska State Treasurer's Office (NSTO), is issuing this Request for Proposal (RFP), RFP Number NST082017 Z1 for the purpose of selecting a qualified Bidder to provide Automated Teller Machines located in State buildings located throughout the State of Nebraska. A more detailed description can be found in Section V.C. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

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

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, 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 RFP, and the successful bidder's proposal or response will be posted to a public website managed by Department of Administrative Services (DAS), which can be found at <http://statecontracts.nebraska.gov>.

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP 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 RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP 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 RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

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

TABLE OF CONTENTS

| | |
|--|-----------|
| REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES..... | i |
| TABLE OF CONTENTS | iii |
| GLOSSARY OF TERMS | v |
| I. PROCUREMENT PROCEDURE | 1 |
| A. GENERAL INFORMATION | 1 |
| B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS | 1 |
| C. SCHEDULE OF EVENTS | 1 |
| D. WRITTEN QUESTIONS AND ANSWERS..... | 3 |
| E. NOTIFICATION OF INTENT TO BID..... | 3 |
| F. RECYCLING (§81-15,159(d)(2)) | 3 |
| G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory) | 3 |
| H. ETHICS IN PUBLIC CONTRACTING..... | 3 |
| I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL..... | 4 |
| J. SUBMISSION OF PROPOSALS | 4 |
| K. BID PREPARATION COSTS | 4 |
| L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL | 4 |
| M. BID CORRECTIONS | 4 |
| N. LATE PROPOSALS | 5 |
| O. PROPOSAL OPENING | 5 |
| P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS | 5 |
| Q. EVALUATION COMMITTEE | 5 |
| R. EVALUATION OF PROPOSALS | 5 |
| S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS | 6 |
| T. BEST AND FINAL OFFER | 6 |
| U. REFERENCE AND CREDIT CHECKS..... | 7 |
| V. AWARD | 7 |
| II. TERMS AND CONDITIONS | 8 |
| A. GENERAL | 8 |
| B. NOTIFICATION | 9 |
| C. GOVERNING LAW (Statutory) | 9 |
| D. BEGINNING OF WORK | 9 |
| E. CHANGE ORDERS | 10 |
| F. NOTICE OF POTENTIAL CONTRACTOR BREACH | 10 |
| G. BREACH..... | 10 |
| H. NON-WAIVER OF BREACH | 11 |
| I. SEVERABILITY | 11 |
| J. INDEMNIFICATION | 11 |
| K. ATTORNEY'S FEES..... | 12 |
| L. ASSIGNMENT, SALE, OR MERGER..... | 12 |
| M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS | 13 |
| N. FORCE MAJEURE | 13 |
| O. CONFIDENTIALITY..... | 13 |
| P. EARLY TERMINATION | 14 |
| Q. CONTRACT CLOSEOUT | 14 |
| III. CONTRACTOR DUTIES..... | 16 |
| A. INDEPENDENT CONTRACTOR / OBLIGATIONS | 16 |
| B. EMPLOYEE WORK ELIGIBILITY STATUS..... | 17 |
| C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) | 17 |

| | | |
|------|--|----|
| D. | COOPERATION WITH OTHER CONTRACTORS | 17 |
| E. | PERMITS, REGULATIONS, LAWS..... | 18 |
| F. | OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES | 18 |
| G. | INSURANCE REQUIREMENTS | 18 |
| H. | ANTITRUST..... | 21 |
| I. | CONFLICT OF INTEREST | 21 |
| J. | STATE PROPERTY..... | 22 |
| K. | SITE RULES AND REGULATIONS | 22 |
| L. | ADVERTISING | 22 |
| M. | NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) | 22 |
| N. | DISASTER RECOVERY/BACK UP PLAN..... | 23 |
| O. | DRUG POLICY | 23 |
| IV. | PAYMENT..... | 24 |
| A. | RIGHT TO AUDIT (Statutory)..... | 24 |
| V. | PROJECT DESCRIPTION AND SCOPE OF WORK | 25 |
| A. | SCOPE OF WORK | 25 |
| B. | PROJECT ENVIRONMENT..... | 25 |
| C. | PROJECT REQUIREMENT..... | 25 |
| D. | BUSINESS REQUIREMENTS | 26 |
| VI. | PROPOSAL INSTRUCTIONS | 29 |
| A. | PROPOSAL SUBMISSION | 29 |
| VII. | COST TO USER AND REBATE PROPOSAL REQUIREMENTS | 31 |
| A. | COST TO USER PROPOSAL | 31 |
| B. | REBATE TO THE STATE | 31 |
| | Form A Bidder Contact Sheet..... | 32 |
| | Form B Notification of Intent to Bid | 33 |
| | Exhibit 1 ATM Transaction Count | 34 |
| | BIDDER SIGNATURE PAGE..... | 35 |

GLOSSARY OF TERMS

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

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

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

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

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.

ATM Balance Inquiry: Automated teller machine (ATM) consumer account balance inquiry.

ATM Transaction: Automated teller machine (ATM) cash withdrawal and balance inquiry.

Automated Teller Machine (ATM): An electronic hardware device designated to accept cards that, when activated by the cardholder through use of a magnetic stripe on a card and entering a Personal Identification Number (PIN), is capable of automatically dispensing currency directly from such device and responding to balance inquiries.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bank: A State or National Bank, a State or Federal Savings and Loan Association, a Mutual Savings Bank, or a State or Federal Credit Union chartered to do business in the State of Nebraska as defined in Neb. Rev. Stat. §77-2387 (2).

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A bank with a qualifying office in the State of Nebraska as defined in Neb. Rev. Stat. §77-2387 who submits an offer in response to a written solicitation.

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

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

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

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

Cash Access: Accessing a consumer's account for the purpose of initiating ATM transactions.

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

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

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

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

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: Any individual or entity having a contract to furnish commodities or services.

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

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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 solicitation or contract.

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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

Foreign Fee: Foreign fee or transaction fee is a fee charge by the financial institution to the consumer for conducting a transaction outside of their ATM network.

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

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

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, 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 Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

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

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

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

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

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

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

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

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Personal Identification Number: A numeric password used to authenticate the identity of the cardholder.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

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

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

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

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

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

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Surcharge: Surcharge fee may be imposed by the ATM owner and will be charged to the consumer using the machine.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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 vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Transaction Fee: Transaction or Foreign fee is a fee charge by the financial institution to the consumer for conducting a transaction outside of their ATM network.

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Automated Teller Machines at a competitive and reasonable cost to the user and rebate to the State.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the Nebraska State Treasurer's Office. The point of contact (POC) for the procurement is as follows:

Name: Jason Walters
Agency: Nebraska State Treasurer's Office
Address: State Capitol Building, Suite 2005
Lincoln, NE 68508
OR
Address: P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390

E-Mail: nst.rfpquestions@nebraska.gov

From the date the RFP 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 RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the NSTO can award this contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

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 below, but all dates are approximate and subject to change.

| ACTIVITY | | DATE/TIME |
|----------|---|---------------------------------------|
| 1. | Release Request for Proposal | 08/02/2017 |
| 2. | Last day to submit 1 st round of written questions | 08/23/2017 |
| 3. | State responds to 1 st round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.htm | 09/06/2017 |
| 4. | Last day to submit 2 nd set of written questions | 09/20/2017 |
| 5. | State responds to 2 nd set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html | 09/27/2017 |
| 6. | Last day to submit "Letter of Intent To Bid" (recommended but not required) | 09/29/2017 |
| 7. | Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building, Suite 2005 Lincoln, Nebraska 68508 | 10/20/2017 2:00 PM Central Time |
| 8. | Review for conformance of mandatory requirements | 10/20/2017 |
| 9. | Evaluation period | 10/23/2017 – 11/17/2017 |
| 10. | "Oral Interviews/Presentations and/or Demonstrations" (if required) | To be determined |
| 11. | Post "Letter of Intent to Contract" to Internet at: https://treasurer.nebraska.gov/tm/ or http://das.nebraska.gov/materiel/purchasing.html | 11/27/2017 |
| 12. | Contract award | 12/31/2017 |
| 13. | Contractor start date | 06/16/2018 |

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the NSTO and clearly marked "RFP Number NST082017 Z1; Automated Teller Machine Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

| RFP Section Reference | RFP Page Number | Question |
|-----------------------|-----------------|----------|
| | | |

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

E. NOTIFICATION OF INTENT TO BID

Bidders who intend to bid are urged to complete a "Notification of Intent to Bid Form" (see Form B), but the bidder will not be penalized if the form is not received. It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-4390 or delivered by U.S. mail to the POC for the RFP per the Schedule of Events.

A list of vendors who submitted a Notification of Intent to Bid will be posted on the Internet at <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>.

F. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

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

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 will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the Intent to Award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

If a bank is registered with the Office of The Comptroller of Currency, it is not required to register with the State, and may submit a certificate of good standing/registration from the Office of The Comptroller of Currency for verification.

H. ETHICS IN PUBLIC CONTRACTING

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

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

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL" and three (3) copies of the entire proposal. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I part B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-2793 should be used. The RFP number should be included in all correspondence.

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.

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

The Technical, Cost to User and State Rebate Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 1/2" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" by 11" format. 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.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

K. BID PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP 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. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect cost, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

Anyone may attend the opening. It is considered a public opening. For services, the Buyer will read the names of the respondents. A List of Respondents will be posted to the NSTO and SPB websites. The bids will **NOT** be available for public viewing until the evaluation process has been completed and the Intent to Award has been posted to the NSTO and SPB websites. Information identified as proprietary by the submitting vendor, in accordance with the RFP and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method.
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Section II thorough IV;
5. Completed Form A.1, Mandatory Project Requirements;
6. Completed Technical Approach including Forms A.2 and A.3; and
7. Completed Form A.4, Cost to User Proposal Template;
8. Completed Form A.5, State Rebate Proposal Template.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP 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. **Bidder must be a Bank (Form A.1):**
 - a. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska;
2.
 - a. Bidder has financial stability to do business with the State of Nebraska.
3. Corporate Overview should 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 RFP;
 - 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 quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
4. Technical Approach including Form A.2 and A.3; and,
5. Cost to User Proposal including Form A.4;
6. State Rebate Proposal including Form A.5.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

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

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

Evaluation criteria weighting will be released with the RFP. Evaluation criteria weighting will be posted to the Internet at: <http://treasurer.nebraska.gov/tm/> and/or <http://das.nebraska.gov/materiel/purchasing.html>.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER

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

However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an Intent to Award, or rescind the award of a contract.

V. AWARD

The State reserves the right to evaluate proposals and to award contracts in a manner and 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 RFP process for some actions, the State of Nebraska may take one or more of the following actions:

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Cost to the User;
2. Rebate to the State;
3. Location;
4. Quality;
5. Delivery time;
6. Bidder qualifications and capabilities;
7. State contract management requirements.

The RFP does not commit the State to award a contract. Once Intent to Award decision has been determined, it will be posted to the Internet at: <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: <http://treasurer.nebraska.gov/tm/> and <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the Intent to Award decision is posted to the Internet.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV 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 RFP 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 bids in response to the RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

If a conflict or ambiguity arises after the addendums have been negotiated and agreed to, the addendums 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: |
|---------------------|---------------------|---|-----------------|
| | | | |

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP)
5. Award;
6. The executed Contract and any Addenda (including Contractor's proposal and properly submitted documents) ; and,
7. Amendments 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 to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

| | |
|-------------------------|------------------------------------|
| Vendor Contract Manager | Jason Walters, Buyer |
| Vendor | Nebraska State Treasurer's Office |
| Vendor Street Address | State Capitol Building, Suite 2005 |
| | P.O. Box 94788 |
| Vendor City, State, Zip | Lincoln, NE 68509 |

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. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

The bidder shall not commence any 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.

E. CHANGE ORDERS

| 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 RFP. 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.

F. 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.

G. 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 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.

H. 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.

I. 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.

J. 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 RFP.

3. PERSONNEL

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

4. SELF-INSURANCE

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

K. 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 order by the court, including attorney's fees and costs, if the other party prevails.

L. 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.

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

| 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, 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.

N. 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"). 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 be granted 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.

O. 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.

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

Q. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor 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 person 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 Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

If the Contractor intends to utilize any subcontractor, the Subcontractor's level of effort, tasks, and time allocation should be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a sub-contractor 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 <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the RFP response.

2. 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.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

| REQUIRED INSURANCE COVERAGE | | |
|---|--|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | | |
| General Aggregate | | \$2,000,000 |
| Products/Completed Operations Aggregate | | \$2,000,000 |
| Personal/Advertising Injury | | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | | \$1,000,000 per occurrence |
| Fire Damage | | \$50,000 any one fire |
| Medical Payments | | \$10,000 any one person |
| Damage to Rented Premises | | \$300,000 each occurrence |
| Contractual | | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | | Included |
| Independent Contractors | | Included |
| Abuse & Molestation | | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | | |
| WORKER'S COMPENSATION | | |
| Employers Liability Limits | | \$500K/\$500K/\$500K |
| Statutory Limits- All States | | Statutory - State of Nebraska |
| USL&H Endorsement | | Statutory |
| 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 |
| COMMERCIAL CRIME | | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | | \$1,000,000 |
| CYBER LIABILITY | | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | | \$10,000,000 |
| MANDATORY COI SUBROGATION WAIVER LANGUAGE | | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | | |
| MANDATORY COI LIABILITY WAIVER LANGUAGE | | |
| "Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory." | | |

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to; condition upon, or otherwise limit by the insurance policy a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer.

Send To:

Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Fax (402) 471-4390

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 NSTO when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

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

H. ANTITRUST

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

I. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. Contractor will return State Property in the original condition, as before installation of the ATM or pay all costs associated with returning property to prior condition.

K. 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.

L. 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 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.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. 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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

IV. PAYMENT

A. RIGHT TO AUDIT (Statutory)

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

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% to 3%) 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 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 RFP.

A. SCOPE OF WORK

The Nebraska State Treasurer's Office is requesting proposals from experienced and qualified bidders to install, operate and maintain Automated Teller Machines (ATM) so patrons may access cash in various buildings throughout the State. State agencies, the University of Nebraska, and the State College System, as well as any other cities, counties, or governmental subdivisions located in the State of Nebraska may participate under this contract. There are 93 counties and 530 cities in the State of Nebraska that can use this contract. It will be the responsibility of the contractor to contact the cities, counties and other non-state governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org.

The State makes no representation that any State agency, municipality, county or other non-state governmental subdivision will choose to engage these services as a result of this RFP. The combined bidding of all services to State agencies eliminates the need for additional procurements by individual State agencies. All figures listed in the RFP represent a historical count of transactions processed by the current State contractor. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of the bidders for the development of their proposals.

B. PROJECT ENVIRONMENT

The NSTO will be the point of contact for contract negotiations, renewals or questions related to the contract as well as coordinating new services for all State agencies. The University of Nebraska, the State College System and any city, county, or subdivision would delegate their own point of contact.

C. PROJECT REQUIREMENT

The awarded Contractor will install, operate and maintain Automated Teller Machines (ATM) in various locations in State buildings. Current locations are listed below:

1. Location and Hours

The Financial Institution must place one (1) ATM in each building listed below. Building location and current hours are also listed. ATM's placed will need to occupy the existing space where current machines are located. There will be no relocation of ATM's in existing buildings unless directed by the State for remodeling/renovation purposes.

a. Nebraska State Capitol

1445 K Street

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday/Holidays – 10:00 – 5:00

Sunday – 1:00 – 5:00

Closed Thanksgiving Day, the Friday after, Christmas Day and New Year's Day

b. Nebraska State Office Building

301 Centennial Mall South

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday – Closed

Sunday – Closed

Closed all State Holidays and most Federal Holidays

c. Nebraska Department of Roads

1500 Highway 2

Lincoln, NE

Current hours the building is open to the public:

Monday – Friday 8:00 – 5:00

Saturday – Closed

Sunday – Closed

Closed all State Holidays and most Federal Holidays

- d. **Community Corrections - Lincoln**
 2720 West Van Dorn
 Lincoln, NE
 ATM is available to staff and inmates 24/7
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- e. **Community Corrections – Omaha**
 2323 Avenue "J" Street
 Omaha, NE
 ATM is available to staff and inmates 24/7
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- f. **Tecumseh State Correctional Institution**
 North Highway 50
 Tecumseh, NE
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays
- g. **Nebraska Law Enforcement Training Center**
 3600 N Academy Road
 Grand Island, NE
 Current hours the building is open to the public:
 Monday – Friday 8:00 – 5:00
 Saturday – Closed
 Sunday – Closed
 Closed all State Holidays and most Federal Holidays

The State may add additional ATM locations under the contract if the Financial Institution agrees that the visitor count and/or employee count would support an ATM in that location.

Monthly transaction count for each location is shown on Exhibit 1.

2. **Approximate employee or building occupancy count per location**

| Location | Average per month |
|--|----------------------------|
| Nebraska State Capitol | 830 employees |
| Nebraska State Office Building | 2150 employees |
| Nebraska Department of Roads | 730 employees |
| Community Corrections – Lincoln | 450 inmates and employees |
| Community Corrections – Omaha | 200 inmates and employees |
| Tecumseh State Correctional Institution | 340 employees |
| Nebraska Law Enforcement Training Center | 250 students and employees |

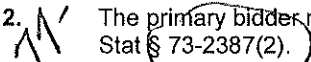
In addition to the employee or building occupancy count above, buildings are frequently visited by the public and ATM's are available for their use.

D. BUSINESS REQUIREMENTS

1. Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

- a. Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination
- b. Neb. Rev. Stat § 73-205(3)—Technology Access Standards
- c. Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration
- d. Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability

Alternative Terms and Conditions that are in violation of or conflict with this RFP, Nebraska State Statutes or the Nebraska State Constitution will be rejected by the State.

2.  The primary bidder must be a Financial Institution or owned by a financial institution pursuant to Neb. Rev. Stat § 73-2387(2).

E. FINANCIAL STABILITY

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earnings, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the terms of the contract.

F. SCOPE OF WORK

The following information provides a description of the project and specific requirements. The transaction counts are listed to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing their ability to meet the requirements.

G. FUNCTIONAL AND TECHNICAL REQUIREMENTS

Bidders must address the functional and technical requirements in Form A.2 and Form A.3.

H. DELIVERABLES (REQUIRED) (THIS IS WHAT THE CONTRACTOR IS SUPPOSED TO DO OR PROVIDE)

1. Reporting

Contractor will be required to send the State a monthly transaction count for each ATM under this contract. Report should include location name and/or address, the calendar month the report covers, and the number of cash transactions processed at each location for the reporting month. Monthly transaction count report must be mailed to the State at the following address by the 15th of the following month for the prior calendar month.

Nebraska State Treasurer's Office
Attn: Treasury Management Director
State Capitol Building
P.O. Box 94788
Lincoln, NE 68509

2. Installations

The contractor shall install ATM's at existing locations in State Office Buildings as listed above. The contractor should be willing to add additional locations as requested by the NSTO and agreed upon by both parties.

3. USER Fees

Contractor will disclose all ATM Surcharge or Foreign/Transaction Fees or any other fee to consumers using the ATMs by the owner in the bid proposal using the format specified in the Attachment A, Form A.4. Transaction fees will remain the same for the term of this contract.

If the contract does not remit to the State a share/rebate portion of the income derived from the ATM activity, the bid may be required to use such a share/rebate portion of income to provide lower surcharge or foreign/transaction fee.

4. ATM Repairs

Contractor must post a current phone number for repairs or questions available 24 hours a day, seven days a week. Contractor shall provide maintenance for necessary problem resolution and repair by qualified technicians. Hours of maintenance should be limited to 8:00 AM to 5:00 PM, Monday through Friday, unless special arrangements are made. Response time should be less than three (3) hours.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical, Cost to User, and State Rebate 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, Cost to Cost, and State Rebate Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form should be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Further, Sections II through VII must be completed and returned with the proposal response.

2. 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 vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

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

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Contractor'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. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. 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 RFP 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.

3. **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.

VII. COST TO USER AND STATE REBATE PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost to User and State's Rebate Proposal templates, Form A.4 & A.5. The bidder must submit the Cost to the User and the State's Rebate Proposals in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The bidder must use the State's Cost to User and Rebate Proposal templates (Form A.4 & A.5) contained in Attachment A of this RFP. **THE STATE'S COST TO USER AND REBATE PROPOSAL TEMPLATES AND ANY OTHER COST PROPOSAL SUBMITTED WITH ANY PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

A. COST TO USER PROPOSAL

The bidder must include details on Form A.4, Cost to User Proposal Template of all fees that will be charged to the cardholder using the ATMs under this contract. These details must include, at a minimum, detailed descriptions and/or specification of the services to be provided.

The Nebraska State Treasurer's Office reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

B. REBATES TO THE STATE

There will be no fees charged to the NSTO/State of Nebraska for any services provided under this contract. However, the bidder must include a completed Form A.5 of any rebate that is available to the State. This rebate will be paid to the State on a monthly basis.

Form A
Bidder Contact Sheet
Request for Proposal Number NST082017 Z1

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

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

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

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

Form B
Notification of Intent to Bid
Request for Proposal Number NST082017 Z1

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

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail (nst.rfpquestions@nebraska.gov), hand delivered or US Mail by the date shown in the Schedule of Events.

EXHIBIT 1
ATM Transaction Count

| | Year | State Capitol | NSOB | NE Dept of Roads | NE CCS - Omaha | NE CCS - Lincoln | NE Law Enforcement | Tecumseh State Correctional Institution |
|---------------|-------------|---------------|--------------|------------------|----------------|------------------|--------------------|---|
| January | 2015 | 234 | 703 | 139 | 752 | 1481 | 72 | |
| February | 2015 | 260 | 741 | 124 | 669 | 1338 | 102 | |
| March | 2015 | 296 | 807 | 134 | 728 | 1507 | 65 | |
| April | 2015 | 303 | 794 | 199 | 784 | 1507 | 104 | 39 |
| May | 2015 | 265 | 727 | 95 | 789 | 1487 | 51 | 99 |
| June | 2015 | 251 | 686 | 125 | 821 | 1368 | 42 | 93 |
| July | 2015 | 198 | 711 | 136 | 866 | 1603 | 55 | 98 |
| August | 2015 | 247 | 773 | 131 | 938 | 1546 | 51 | 121 |
| September | 2015 | 279 | 714 | 142 | 889 | 1435 | 59 | 118 |
| October | 2015 | 198 | 739 | 124 | 1167 | 1715 | 83 | 128 |
| November | 2015 | 193 | 529 | 93 | 925 | 1712 | 50 | 132 |
| December | 2015 | 243 | 690 | 98 | 1074 | 1823 | 51 | 159 |
| Totals | 2015 | 2,967 | 8,614 | 1,540 | 10,402 | 18,522 | 785 | 987 |
| January | 2016 | 247 | 648 | 110 | 1104 | 1678 | 79 | 161 |
| February | 2016 | 246 | 709 | 109 | 1023 | 1558 | 106 | 150 |
| March | 2016 | 292 | 742 | 96 | 1035 | 1759 | 59 | 173 |
| April | 2016 | 272 | 666 | 159 | 1010 | 1666 | 70 | 171 |
| May | 2016 | 235 | 639 | 120 | 1008 | 1762 | 64 | 152 |
| June | 2016 | 223 | 605 | 127 | 1034 | 1807 | 88 | 135 |
| July | 2016 | 219 | 586 | 189 | 1132 | 1695 | 72 | 152 |
| August | 2016 | 232 | 752 | 225 | 1120 | 1488 | 65 | 162 |
| September | 2016 | 228 | 646 | 190 | 1098 | 1613 | 57 | 161 |
| October | 2016 | 195 | 607 | 201 | 1019 | 1467 | 47 | 176 |
| November | 2016 | 171 | 554 | 195 | 996 | 1402 | 47 | 178 |
| December | 2016 | 190 | 648 | 190 | 1056 | 1646 | 54 | 161 |
| Totals | 2016 | 2,750 | 7,802 | 1,911 | 12,635 | 19,541 | 808 | 1,932 |
| January | 2017 | 214 | 529 | 231 | 992 | 1378 | 49 | 150 |
| February | 2017 | 211 | 600 | 215 | 959 | 1369 | 73 | 157 |
| March | 2017 | 284 | 710 | 211 | 910 | 1420 | 105 | 249 |
| April | 2017 | 202 | 579 | 228 | 778 | 1234 | 50 | 229 |
| May | 2017 | 229 | 594 | 214 | 723 | 1277 | 78 | 189 |
| June | 2017 | 212 | 601 | 209 | 839 | 1373 | 98 | 198 |

BIDDER SIGNATURE PAGE

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 (see Section II through IV) and certifies that bidder maintains a drug free work place.

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

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

_____ 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.

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

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