

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 of 1	ORDER DATE 11/14/24
BUSINESS UNIT 12211800	BUYER WALTERS, JASON E
VENDOR NUMBER: 1848844	
VENDOR ADDRESS:  UMB BANK 1010 GRAND BLVD KANSAS CITY MO 64106-2202	

**CONTRACT NUMBER**  
**111062 04**

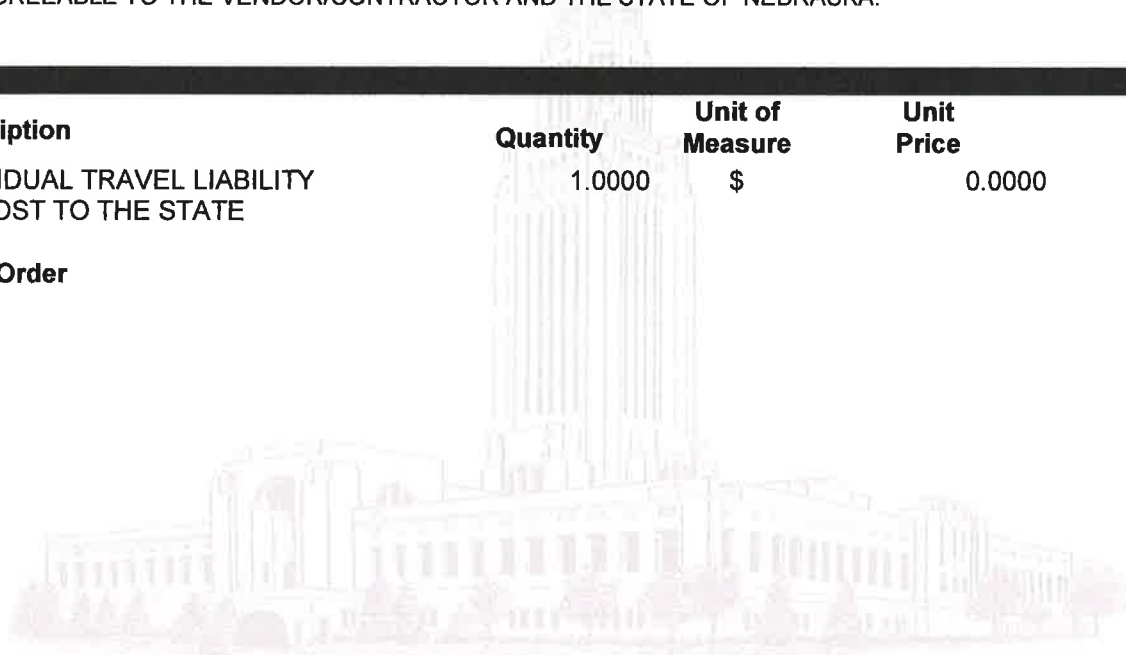
AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**NOVEMBER 16, 2024 THROUGH NOVEMBER 15, 2030**

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	INDIVIDUAL TRAVEL LIABILITY NO COST TO THE STATE	1.0000	\$	0.0000	0.00
<b>Total Order</b>					<b>0.00</b>



  
AGENCY SIGNATURE

**ADDENDUM ONE to Contract Award  
Terms and Conditions  
Contract #111062 O4 Limited Liability Travel Card Services  
Between  
Nebraska State Treasurer and UMB Bank, n.a.**

The following clauses, Addendum One of Contract # O4 have been reviewed and agreed upon between UMB "Contractor" and the Nebraska State Treasurer "Treasurer". The Addendum will become part of the contract for Limited Liability Travel Card Services. The clauses of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the clauses indicated in Sections II – IV of the Request for Proposal.

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

## **TERMS AND CONDITIONS**

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

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

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

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**

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

These documents constitute the entirety of the contract.

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

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

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

**B. NOTIFICATION**

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

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

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

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Nonnegotiable)**

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

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

**E. DISCOUNTS**

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

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

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

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

**G. AMENDMENT**

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

## **H. CHANGE ORDERS OR SUBSTITUTIONS**

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

## **I. RECORD OF VENDOR PERFORMANCE**

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

## **J. CORRECTIVE ACTION PLAN**

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

## **K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

## **L. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with

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

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

**M. NON-WAIVER OF BREACH**

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

**N. SEVERABILITY**

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

**O. INDEMNIFICATION**

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

**5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**P. 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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

**Q. 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.

**R. 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") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**S. 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

**T. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
  - g. Contractor intentionally discloses confidential information,
  - h. Contractor has or announces it will discontinue support of the deliverable; and,

- i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

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

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

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

# 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 bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

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

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

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

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

## B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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



3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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.

**G. The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor is subject to privacy laws and protection of card data with which they must comply. INSURANCE REQUIREMENTS**

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000 Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000 Aggregate
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

### 3. EVIDENCE OF COVERAGE

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

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

Treasury Management Director  
 PO Box 94788  
 Lincoln, NE 68509

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

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

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

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

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

**J. ADVERTISING**

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.K.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

**L. DISASTER RECOVERY/BACK UP PLAN**

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

**M. DRUG POLICY**

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

**N. WARRANTY**

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**O. TIME IS OF THE ESSENCE**

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

# PAYMENT

## **A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

## **B. TAXES (Nonnegotiable)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

## **C. INSPECTION AND APPROVAL**

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

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

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

## **E. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

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

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

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 a conflict between this Addendum and the Contract or any earlier Addendum, the terms of the Addendum will prevail.

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

Nebraska State Treasurer:

UMB Bank, na.:

By: 

By: 

Printed Name: Jason Walters

Printed: Name: Cherie Figge

Title: Nebraska State Treasurer - Deputy Treasurer

Title: Senior Vice President

Date: Nov. 15, 2024

Date: 11/14/24



**UMB Revenue Sharing Program State of Nebraska**  
**Individual Liability Travel Card Services**  
**Contract #111062 O4**

UMB Bank is offering a rebate program based on qualified sales volume (sales, less refunds, less cash advance), payable to the State of Nebraska on an annual basis without reserves or minimum volume guarantees based on the total of all qualified sales. UMB will provide transaction data files and reconciliation reporting which will provide a clear system of audit to verify the basis of volumes used in calculating payments. The payment of a rebate may be affected by late payments. This rebate is effective immediately at the beginning of the program implementation. For all qualified sales volume (purchases less credits and refunds, less cash advance), the rates of rebate available to the State are listed in the table below. There is no minimum level or average transaction level requirement to qualify for a rebate.

Rebates in the proposal are guaranteed for the term of the agreement, unless substantial changes are imposed in applicable bankcard interchange reimbursement rates set by Visa U.S.A. or a statutory requirement which is outside of the control of the Issuer Banks.

UMB will provide approved cardholders the STATE with Visa branded cards without fees and at no charge except as noted.

**Revenue Share Table**

Level	From	To	Revenue Share
A	\$0	\$500,000 and over	0.80% (80 basis points)

**UMB BANK, N.A.**

By: Cherie Figg  
 Name: Cherie Figg  
 Title: SVP Commercial Card

By: J. Walters  
 Name: Jason Walters  
 Title: Nebraska Deputy State Treasurer

Date signed: 11/14/2024

Date signed: Nov. 15, 2024



## UMB Individual Liability Travel Card Cardholder Agreement

1. *Definitions.* In this Agreement, "we", "us" and "our" refer to UMB Bank, n.a. "You" and "your" refer, jointly and severally, to each individual who applies for or accepts a Visa card Issued in connection with an Account we own. "Account" means your Visa Corporate/Business Travel Card account with us. "Card" or "Cards" refer to the Visa Corporate/Business Travel Card cards, checks (if available) and Account number(s) issued in connection with your Account. You should sign your Card before you use it. When you apply for a Card or when you accept a Card by signing, using or consenting to the use by others of your Card, you agree to the following terms and conditions.

2. *Use of Your Account.* The terms and conditions in this Agreement govern your Card and all credit extended to you under this Agreement. The Card is our property, and you must surrender it to us upon our request. We may cancel or restrict your Card and credit privileges at any time. You hereby request us to Issue a renewal Card on or before the expiration date. We may deny Card transactions if we have reasonable grounds to believe that the transaction may be fraudulent or unauthorized, or if the transaction originates from a country in which we have experienced significant fraudulent Card activity. We have no responsibility for any failure to honor your Card or for any retention of your Card by any machine, merchant, financial institution or any other person. You agree to use the Card only for legitimate purposes and not for any Illegal transactions.

3. *Credit limit.* We have established for your Account the initial "Credit Limit" indicated on the accompanying Card carrier to which your Card is attached. We reserve the right at any time to increase or decrease your Credit Limit. You agree not to use or permit use of your Card for any Purchase Advance or Cash Advance that (a) is in excess of your Unused Credit Limit (as defined below) at the time such Purchase Advance or Cash Advance is made or (b) would cause the balance of your Account to exceed your Credit Limit. You further agree that we do not need to authorize or permit any such Purchase Advance or Cash Advance. At any given time, your "Unused Credit Limit" will be equal to your Credit Limit minus the unpaid balance of your Account and minus all Purchase Advances and Cash Advances made on, but not yet posted to, your Account. We do not have to honor your Card or authorize

any Purchase Advance or Cash Advance if your Account is in default or if your credit privileges have been suspended or terminated. We may elect to authorize or make a Purchase Advance or Cash Advance under circumstances (Including those described above) where we are not obligated to do so, and by doing so we will not be deemed to have given up any of our rights or to have agreed to make any additional Purchase Advances or Cash Advances under any of those circumstances.

4. *Promise to Pay*, any credit **we** extend to you is referred to herein as an "Advance." Subject to the other terms of this Agreement, we agree to make Advances which are, at the time such Advance is to be made, not in excess of your Unused Credit Limit, to pay for: a) the purchase of goods and services from any authorized Visa merchants and the purchase of authorized credit insurance on your Account ("Purchase Advances"), and (b) any cash advances, unless restricted by us or your employer, made to you or on your behalf through use of your Card, or with authorized checks or drafts we furnish you, by financial institutions, automated teller machines or others authorized to make Visa cash advances and other transactions that are equivalent to cash, including, but not limited to, purchases of wire transfers, money orders, and travelers cheques ("Cash Advances") if the Cash Advances are made through the use of your Card or authorized drafts. You agree to repay all Advances and all credit extended by us on your Account whether through the use of your Card or Account by you or by anyone authorized by you, or otherwise. You agree to repay in accordance with the terms of this Agreement, all Advances, Finance Charges and other charges as provided in this Agreement.

5. *Monthly Statements*. We will send to you a monthly statement ("Monthly Statement") that will show you all Advances, Finance Charges, payments, credits and other transactions on your Account during your most recent "Billing Period." A Billing Period covers the approximate thirty (30) day period that ends on the "Statement Closing Date" reflected on each Monthly Statement, such Billing Period having begun on the day following the Statement Closing date stated on the Previous Monthly Statement. Each Monthly Statement **will** show the total amount ("New Balance") you owe us at the end of the Billing Period as a result of Advances, Finance Charges, other charges and payments and credits on your Account.

Each Monthly Statement also will show a "Minimum Payment" that will be the total of

(i) the minimum portion of the New Balance required to be paid under the Section below of this Agreement titled "Monthly Payment," and (ii) any prior Minimum Payment remaining unpaid. The Minimum Payment will never exceed the New Balance. You agree to pay us, on or before the "Payment Due Date" shown on each Monthly Statement, the New Balance or, at your option, the Minimum Payment shown. The Payment Due Date always will be between 23 and 26 days after the Statement Closing Date of the Billing Period reflected on the Monthly Statement. Payments we receive by 10:00 a.m. of any banking day at the address furnished by us will be credited to your Account as of that day. Payments we receive at any other address may be subject to a delay in crediting of up to five (5) days after the date of receipt.

For purposes of this Agreement, the "Current Monthly Statement" refers, at any given time, to the most recent Monthly Statement we have sent to you, the "Current Billing Period" refers to the Billing Period covered by the Current Monthly Statement, the "Previous Monthly Statement" refers to the Monthly Statement immediately preceding the Current Monthly Statement, and the "Previous Billing Period" refers to the Billing Period covered by the Previous Monthly Statement. The "Prior Billing Period" refers to the Billing Period immediately prior to the Previous Billing Period and the Prior Monthly Statement refers to the monthly statement immediately preceding the Previous Monthly Statement. The "Next Billing Period" is the billing period immediately following the Current Billing Period and the Next Monthly Statement is the monthly statement immediately following the Current Monthly Statement. The "Following Billing Period" is the billing period immediately following the Next Billing Period and the Following Monthly Statement is the monthly statement immediately following the Next Monthly Statement.

6. *Posting of Advances.* Each Cash Advance will be posted to your Account as of the date the cash is advanced. If, however, the Cash Advance is obtained through checks or drafts which we furnished you, it will be posted as of the date the check or draft is received by us. Each Purchase Advance will be posted to your Account as of the date the Purchase was made. If, however, a Cash Advance or Purchase Advance is made too late in a Billing Period to be posted on the Monthly Statement applicable to that Billing Period, such Cash Advance or Purchase Advance will be posted as of the first day of the Next Billing Period. If an Advance is made in a currency other than U. S. dollars,

Visa U.S.A. (as applicable) will process and convert the Advance into U. S. dollars. The exchange rate used to convert the transaction currency into the billing currency for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date, We do not apply an adjustment to the exchange rate as determined by Visa.

7. *Finance Charge; Periodic Rate; Annual Percentage Rate; Grace Period.* (a) Finance Charge; Minimum Finance Charge. You agree to pay a "Finance Charge" on your Account. The Finance Charge may include, as applicable, a periodic rate finance charge on your Account balances (see Subsection (b) below) and a cash advance fee (see Subsection (c) below). A minimum Finance Charge will be charged to your Account for any Billing Period in which a Finance Charge is due. The amount of the minimum Finance Charge is set forth in the Table of Current Fees, below. The total Finance Charge, if any, charged to your Account each Billing Period will be shown in the "Account Summary" section on the first page of the Monthly Statement.

b) Periodic Rate Finance Charge. The periodic rate finance charge will be calculated by multiplying the applicable periodic rate (described in Subsection (d) below) times the "Cash Advance Average Daily Balance," and the "Purchase Advance Average Daily Balance" of your Account for the Prior Billing Period. The Periodic Rate Finance Charge Information Box on the front of the last page of your Monthly Statement will show the Cash Advance Average Daily Balance and your Purchase Advance Average Daily Balance for the Prior Billing Period on the first line in the row titled "Cash Advances (Current Billing Period)" and "Purchases/Debits (Current Billing Period)," respectively.

To calculate the Cash Advance Average Daily Balance for the Current Billing Period, we add together the "Cash Advance Daily Balance" of the Account for each day in the Current Billing Period and divide that sum by the number of days in the Current Billing Period. To calculate the Purchase Advance Average Daily Balance of the Account for the Prior Billing Period, we add together the "Purchase Advance Daily Balance" for each day in the Prior Billing Period and divide that sum by the number of days in the Prior Billing Period.

We calculate the Account's "Cash Advance Daily Balance" for each day in the

Current Billing, and the "Purchase Advance Daily Balance" for each day in the Prior Billing Period as follows:

(1) If the New Balance shown on your Prior Monthly Statement was zero or was paid in full by the Payment Due Date shown on the Previous Monthly Statement, then (A) the Cash Advance Daily Balance for each day of the Current Billing Period is calculated by taking the amount of all of your posted unpaid Cash Advances as of the beginning of that day, adding any new Cash Advances posted to your Account as of that day and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Cash Advances, and (B) the Purchase Advance Daily Balance for each day in the Prior Billing Period will be zero, and the Purchase Advance Average Daily Balance will not be computed during the Current Billing Period.

(2) If, however, the New Balance shown on your Prior Monthly Statement was not paid in full by the Payment Due Date shown on your Previous Monthly Statement, then (A) the Cash Advance Daily Balance for each day in the Current Billing Period is calculated in the same way as described in Subsection (b)(1)(A) above; and (B) the Purchase Advance Daily Balance is calculated by taking for each day in the Current Billing Period the New Balance from the Prior Billing Period and subtracting any portion of any payments or credits posted to your Account as of that day that were applied against your posted unpaid Purchase Advances and return payment charges and documentation charges.

(c) **Cash Advance Fee.** A Cash Advance Fee will be charged to your Account for each Cash Advance. The amount of the Cash Advance Fee is set forth in the Table of Current Fees, below. The Cash Advance Fee will be charged to your Account as of the first day of the billing period immediately following the Billing Period in which the Cash Advance was made.

(d) **Periodic Rate and Annual Percentage Rate.** (1) A monthly periodic rate, and a corresponding Annual Percentage Rate, is used to calculate any periodic rate finance charge on the Cash Advance Average Daily Balance and on the Purchase Advance Average Daily Balance of your Account. The monthly periodic rate and the corresponding Annual Percentage Rate is a variable monthly rate that is subject to change. Each such rate will be identified as the applicable "Monthly Periodic Rate" and "Corresponding Annual Percentage Rate" in the Periodic Rate Finance Charge

Information box on the front of the last page of your Monthly Statement. Each calendar month, the periodic rate that is to be applicable to the Billing Period that ends during such month will be determined by taking the applicable "Base Rate" (see Subsection (e) below), adding the applicable "Margin" (see Subsection (f) below), and dividing that sum by twelve. The monthly periodic rate (and corresponding Annual Percentage Rate) that is initially applicable to your Account is set forth on the Card carrier to which your new Card is attached. Your monthly periodic rate (and corresponding Annual Percentage Rate) may increase if the Base Rate (see Subsection (e) below) increases. The periodic rate will never exceed the maximum rate permitted by applicable law. Any increase may result in an increase in the amount of any periodic rate finance charge charged on your Account.

(ii) The actual Annual Percentage Rate applicable to your Account, taking into account all components of the Finance Charge (as described in the subsection (a) above), if any, that was assessed on your Account during the Current Billing Period is set forth below the "Periodic Rate Finance Charge Information" box on the front of the last page of the Monthly Statement.

(e) **Base Rate.** Except as set forth below, the "Base Rate" to be used to determine your periodic rate under the provisions of Subsection (d) above will be redetermined and adjusted each month so as to be equal to the rate disclosed as the "Prime Rate" in the "Money Rates" section of *The Wall Street Journal* on the 15th day of such month (or on the next business day if the 15th falls on a weekend or holiday). However, if the Prime Rate determined as set forth herein is less than five and one quarter percent (5.25%), the Base Rate used to determine your periodic rate will be five and one quarter percent (5.25%). Each such adjusted Base Rate will be used to determine the periodic rate that will be used to compute periodic rate finance charges assessed during the Billing Period that has a Statement Closing Date later than the last day of the month in which such Base Rate was re-determined and adjusted. If more than one Prime Rate is listed, the highest will be used. If, at any time, *The Wall Street Journal* ceases to publish the "Prime Rate," we will select a new Index that is based on comparable information.

(f) **Margin.** The "Margin" to be used to recompute and adjust your periodic rate

under the provisions of Subsection (d) above will be 8 percentage points for both Purchase Advances and Cash Advances.

(g) **Grace Period.** (i) Cash Advances first posted to your Account during the Current Billing Period incur a periodic rate finance charge from the date as of which they are posted to your Account until they are paid in full.

(ii) Purchase Advances and return payment charges and documentation charges first posted to your Account during the Current Billing Period incur a periodic rate finance charge from the date as of which they are posted to your Account until they are paid in full, unless the New Balance shown on your Current Monthly Statement is paid in full no later than the Payment Due Date set forth in the Next Monthly Statement. If the condition described above is satisfied, you will avoid periodic rate finance charges on all Purchase Advances, return payment charges and documentation charges first posted during the Current Billing Period. If the condition described above is not satisfied, then, at the beginning of the Following Billing Period, a periodic rate finance charge will be assessed on all Purchase Advances first posted to your Account during the Current Billing Period; the amount of such Finance Charge will appear on your Following Monthly Statement.

8. *Monthly Payment.* Each Monthly Statement will show the total amount ("New Balance") you owe us on your Business Travel Card at the end of the Billing Period as a result of Advances, Finance Charges and other charges on the Account. You will pay to us the New Balance on or before the "Payment Due Date" shown on each Monthly Statement. The Payment Due Date always will be between 23 and 26 days after the Statement Closing Date of the billing Period reflected on the Monthly Statement. On or before the Payment Due Date shown on each Current Monthly Statement, the New Balance stated thereon must be paid. You may prepay the balance of your Account in full or in part at any time without any prepayment charge. If the check you mail us to make a payment on your Account is drawn on a consumer account, we may electronically collect the check. When we do this, we will send the information from your check, such as your bank's routing number, your checking account number, your check number and the amount of your payment, to your bank electronically. Your bank will deduct the payment and show the transaction on your bank statement with our name as a one-time electronic debit. Your check number and a description such as "Account Payment" may also be included. Because we send the

transaction electronically, we do not send the original check to your bank, and you will not receive it in your statement. We will destroy your original check and retain only an image. If your electronic payment is returned to us unpaid, we can resubmit the electronic payment as permitted by applicable payment system rules.

9. *Late Charge.* There is no charge for making a late payment with this Account; however, we may restrict your ability to make purchases or to secure Cash Advances while your Account is past due, and may cancel your Card.

10. *Application of Payments.* Payments will be applied as we determine and in accordance with applicable law, and we may, from time to time, change the method by which payments are applied.

11. *Returned Payment Charge.* We may, to the extent permitted by applicable law, charge a returned payment charge to your Account for each check or other similar instrument or an electronic debit sent to us as payment on your Account which is returned to us unpaid. The amount of the returned payment charge is set forth in the Table of Current Fees, below. If we convert your check to an electronic debit that is returned to us unpaid, the same return payment charge that applies to checks will apply to the electronic debit.

12. *Documentation Charge.* To the extent permitted by law, if you request a duplicate Monthly Statement or if you request a duplicate check or other document, we may impose a charge determined by us. However, the documentation charge will not be imposed if your request is in connection with a written notice of a billing error.

13. *Liability.* We have no responsibility for any merchandise purchased or services rendered to you through the use of your Card, except for liability that is specifically imposed on us by law. Subject to the rights granted to you by any applicable law, including the Fair Credit Billing Act, you agree to assert only against the seller of the merchandise or services, and not against us, all defenses, rights and claims which you may have relating to goods or services purchased through the use of your Card.

14. *Cancellation.* We may, at any time, without liability to you and without affecting your obligation to pay all amounts you owe to us, cancel all credit available to you, suspend or terminate your Account and revoke your Card. All Cards are



owned by us. You agree, upon our demand, to immediately surrender your Card to us cut in half. You agree that, even if your Card is revoked, you will remain responsible for all obligations which you incur under this Agreement. Your Card is not transferable.

15. *Delayed Enforcement.* We may delay enforcing our rights under this Agreement without waiving those rights. Our failure to exercise **any** of our rights when you default does not mean we are unable to exercise those rights upon later default. We may accept late or partial payments, as well as payments marked "payment in full" or with other restrictive endorsements, without losing any of our rights under this Agreement. Any payment amount in excess of the Minimum Payment will not be applied in satisfaction of future Minimum Payments.

16. *Default.* To the extent permitted by applicable law, and upon satisfaction of any notice requirements and/or expiration of any cure period required by applicable law, your Account will be In default and we may declare it to be immediately due and payable In full without giving you any other prior notice, and, thereafter, we may exercise any right or remedy under this Agreement and applicable law (including, without limitation, the right to revoke your Card privileges) if: you fail to make any required payment by the Payment Due Date shown on your Monthly Statement; your balance at any time exceeds your Credit Limit; you fail to comply with any term of this Agreement; you die or become legally incompetent; you become insolvent or bankrupt; you provide us with false or misleading information or signatures at any time; you fail to make any payment or perform any promise in any other agreement or obligation you owe us; or any judgment, lien, attachment or execution is issued against you or your property.

17. *Collection Charges.* In the event we refer your Account to an attorney who is not our salaried employee, you agree to pay all charges and expenses, including reasonable attorney fees and litigation expenses, to the extent permitted by applicable law. This Section does not apply to you if you are a resident of the state of Nebraska, Iowa or any other state that prohibits contracting for or charging of attorney fees with or to its residents.

18. *Amendment.* We can change the terms of this Agreement without notice to you unless notice is required by law. If such notice is required by law, we will send you notice at your address shown on our records. Any amendment will become effective

at the time we state in our notice to you or, if no notice is required, as permitted by applicable law. To the extent permitted by applicable law, the amended Agreement (including any higher Finance Charge or other charges) will apply to the entire unpaid balance existing on your Account before the amendment became effective. We may, at any time, add new credit services or replace your Card with another Card.

19. *Assignment of your Account.* You agree we may, at any time, assign and transfer your Account, this Agreement and our rights and obligations under this Agreement, without your consent or notice to you. The assignee of your Account and this Agreement shall be entitled to all of our rights under this Agreement.

20. *Credit Information.* You agree we and any of our affiliate banks may make credit inquiries about you and, in response to credit inquiries, may give information about you and your Account to others. In addition, Issuer may provide personal information about you to Visa U.S.A., its members or their respective contractors for the purpose of providing emergency cash and emergency card replacement services. Because this Account is offered in conjunction with your employer, certain information about you and your use of the Account will be supplied to your employer. Your use of the card or permitting another person to use the Account, or Account number, will constitute your consent for us to share information regarding this Account, the application, and your use of the Account with your employer.

21. *Governing Law.* This Agreement, your Card, your Account and all transactions hereunder are governed by Nebraska and federal law. The fees and charges that apply to your Account (other than the amount of the Finance Charge that is calculated by applying a Monthly Periodic Rate to your Average Daily Balance) will be governed by Nebraska law, as authorized by Missouri Revised Statutes Section 408.145.

22. *Severability.* The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

23. *Lost or Stolen Cards.* If a Card is lost or stolen, UMB must be notified at once. We also should be notified if you think someone used your Card without your authorization by contacting the Call Center number listed on the back of the Card. You agree to give us complete cooperation in our efforts to recover any stolen Card and amounts due from unauthorized users and in prosecuting unauthorized users.

24. *Security Interest.* The credit extended under this Agreement is not secured by any collateral, even if other agreements which you may have executed would otherwise secure it. We waive, but only with respect to indebtedness arising under this Agreement, any security interest which may otherwise secure the indebtedness arising under this Agreement.

**Table of Current Cardholder Fees**

The following table sets forth the current amount of certain fees referred to in this Agreement.

<b>Fees/Charges</b>	<b>Price</b>	<b>Comments</b>
Annual per card Fees	\$0.00	Waived
International Transaction Fees	2%	
Cash Advance Fees	3% + FC Prime + 12%	If approved for cash advances
Rush Card Fee	\$25.00	Overnight Mail Charges Only
Financing Charges on Late Payments	Prime + 8.00% on purchases	
Late Payments Fees	Balance Less than \$100 = \$15.00 Balance \$100 - \$999.99 = \$29.00 Balance \$1000 or more - \$39.00	

**IMPORTANT INFORMATION ABOUT YOUR BILLING RIGHTS PERTAINING TO YOUR UMB CORPORATE/BUSINESS TRAVEL CARD ACCOUNT**

**Your Billing Rights Keep this Notice for Future Use**

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

**Notify Us in Case of Errors or Questions About Your Bill**

If you think your bill is wrong or if you need more information about a transaction on your bill, contact UMB immediately using the contact information on your statement. You must contact UMB no later than 60 days from the statement on which the error or problem appeared.

Each notice of a Card billing dispute to UMB must contain the following information:

- (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason that the client believes the bill is in error; and (v) a summary of the steps already taken with the merchant to resolve the matter.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment by contacting UMB three (3) business days before the automatic payment is scheduled to occur.

## **YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE**

We must acknowledge your inquiry within 30 days unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was incorrect. After we receive your inquiry, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay the questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we did not make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we can not collect the first \$50 of the questioned amount, even if your bill was correct.

### **Special Rule for Credit Card Purchases**

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services. There are two limitations on this right: (a) you must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and (b) the purchase price must have been more than \$50. These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

## **SEND INQUIRIES AND BILLING ERROR NOTICES TO**

Card Services, PO Box 419734, Kansas City, MO 64141-6734,  
[commercial.bankcards@umb.com](mailto:commercial.bankcards@umb.com) or call 888-494-5141. Telephoning us will not preserve your Billing Error Rights.

## **IMPORTANT INFORMATION**

### **Change of Address**

If your name or address changes, please notify us of the change by writing to us on a separate sheet at Card Services, P.O. Box 419734, Kansas City, MO 64141-6734 or  
[commercial.bankcards@umb.com](mailto:commercial.bankcards@umb.com)

### **Payments**

In order to be credited to your account on the date received, your payment must be accompanied by the top portion of your statement and must be received at P.O. Box 219736, Kansas City, MO 64121-9736 by 10:00 a.m. Payments received at such location after 10:00 a.m. will be credited on the following business day, and payments received at any other address will be credited promptly but may be delayed up to five (5) days.

### **Unauthorized Use of Your UMB Corporate/Business Travel Card Account**

You may be liable for certain unauthorized use of your Card if it occurs before you notify issuer. Visa operating rules will recue your liability under some circumstances. Visa has imposed certain restriction on the amount the issuer may charge a Cardholder for the unauthorized use of a Card. In general, when the Card is used for a Visa transaction (other than an ATM transaction or a transaction on a commercial card), you have no liability. The Visa rules will apply to all applicable losses as a result of unauthorized use of the Card, unless the Visa rules are repealed or revised.

**UNIVERSITY OF NEBRASKA**  
**TRAVEL CARD PROGRAM Individual Account Application**  
**Visa Commercial Card-Business Travel Account**



**APPLICANT INFORMATION**

Applicant Name (first, middle, last)			Email Address	
Home Address			Social Security Number	Date of Birth
City/State/Zip			Home Telephone Number (      )	
Employer /Department Name			Position/Title	
Gross Annual Income	Years There	Personnel ID # (from Pay Voucher)	Business Telephone Number (      )	

**OTHER INFORMATION**

Other Sources of Income Alimony, child support or separate Maintenance need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.				
<u>BILLING ADDRESS IF OTHER THAN LISTED ABOVE</u>			<input type="checkbox"/> Card Limit \$2,500 (Default) <input type="checkbox"/> Card Limit Requested \$_____	
Estimated monthly spend \$				
AUTHORIZED APPROVAL _____				

**APPLICATION AND AGREEMENT**

Applicant applies to UMB Bank, n.a., Kansas City, Missouri, or its successors or assigns ("Issuer") for an account as indicated above. If this application is accepted and credit card(s) issued, those signing above will be deemed to be in agreement with the terms and conditions accompanying the card(s). The Applicant in signing this form, certifies the information given herein to be true and correct and agrees to pay all charges on such account when due. The Applicant authorizes the Issuer to obtain and verify from time to time, credit, employment, and other information relating to the undersigned and to answer questions about the Issuer's credit experience with Applicant. The Applicant acknowledges and agrees that such information may be used to establish, administer, or collect the account requested by the undersigned for any legitimate purpose relating to the account. The Applicant understands that the Issuer will retain the application whether or not it is approved. Because this account is offered in conjunction with the applicant's employer **University of Nebraska** Travel Card Program, certain information about you and your use of the account will be supplied to your employer and authorized representatives for administrative purposes. By signing below, you consent to Issuer sharing information you provide on your application and information about your account with your employer and its' representatives for administrative purposes. **Applicant agrees that unless they write to UMB Bank, n.a. at P.O. Box 419226, Kansas City, Missouri 64141-6226, and request that information not be shared by UMB, n.a. and its affiliates may share information about the Applicant or the account for administrative purposes.**

I have read the entire application, agree to its terms, and certify the information is correct.

**X**

**APPLICANT'S SIGNATURE**

**DATE**

Send Completed Applications to: University of Nebraska, Travel Services, 1700 Y Street, Lincoln, NE 68688-0646  
 Send Completed Applications to your BUSINESS TRAVEL CARD COORDINATOR

**UNIVERSITY OF NEBRASKA**  
**TRAVEL CARD PROGRAM Individual Account Application**  
**Visa Commercial Card-Business Travel Account**



Annual Percentage Rate ("APR") for Purchases	Visa Commercial / Purchasing Credit Card <b>15.75%</b> These APRs will vary with the market based on the Prime Rate, as explained below.
Annual Percentage Rate ("APR") for Cash Advances	Visa Commercial / Purchasing Credit Card <b>17.50%</b> These APRs will vary with the market based on the Prime Rate, as explained below.
Variable Rate Information	The APR for Purchases is determined monthly by adding <b>8.00%</b> to the Prime Rate for the UMB Visa Commercial / Purchasing Credit Card.  The Prime Rate will never be less than <b>5.25%</b> .
Grace Period for Repayment of the Balance of Purchases	At least 25 days when you pay your balance in full each month.
Annual Membership Fee	UMB Visa Commercial / Purchasing Credit Card: <b>None</b>
Minimum Finance Charge	Fifty cents ( <b>\$0.50</b> )
Transaction Fees	<b>Late Fee: \$15</b> if New Balance is less than \$100; <b>\$29</b> if New Balance is from \$100 to \$999.99; <b>\$39</b> if New Balance is \$1,000 or more. <b>Cash Advance Fee: 3%</b> of Cash Advance amount, with a \$10 minimum, no maximum on the amount of the fee.  <b>Returned Payment Charge: \$29</b> if a check or ACH payment on your account is returned for insufficient funds. Other fees may apply.

**How We Will Calculate Your Balance:** We use a method called two cycle average daily balance (including new purchases).

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Cardmember Agreement.

<sup>1</sup> The Prime Rate used to determine the APR for Purchases and for Cash Advances is the highest Prime Rate published in The Wall Street Journal on the fifteenth (15th) day of each month, or the next business day if the 15th falls on a weekend or holiday provided, however, that the Prime Rate used to determine the APR for Purchases and for Cash Advances will never be less than 5.25%. The periodic rate finance charge for Purchase Advances and Cash Advances will not exceed a 25.00% Annual Percentage Rate.

**IMPORTANT:** The information about the costs of the cards described above is accurate as of September 1, 2022, the date this document was most recently revised. This information may have changed after that date. To find out what may have changed, write to us at UMB, Post Office Box 410436, Kansas City, Missouri 64141-0436 or call 888-494-5141.

The Federal Government requires all financial institutions to provide the following notices to commercial applicants with gross revenues of one million dollars or less.

**NOTICE:** The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding good faith contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Bureau of Consumer Financial Protection, 1700 G Street NW, Washington DC 20006.

If an application for business credit is denied, the applicant has the right to a written statement of the specific reasons for denial. To obtain the statement, the applicant should contact UMB Bank Commercial Card Services, P.O. Box 419226, Kansas City, Missouri 64141-6226, or a Commercial Card Representative at 888-494-5141 within 60 days from the date the applicant is notified of our decision. A written statement of reasons for the denial will be sent within 30 days of receiving the request.

**ADDENDUM ONE  
QUESTIONS and ANSWERS  
and EXHIBIT 2**

Date: April 5, 2024  
To: All Bidders  
From: Matthew Hansen / Craig Palik, Procurement Contracts Officer(s)  
AS Materiel State Purchasing Bureau (SPB)  
RE: Addendum for Request for Proposal Number 6855 Z1 REBID to be opened April 25, 2024  
at 2:00 P.M. Central Time

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**Questions and Answers**

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

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			Can you tell me what the actual spend is on? Airline, hotel, car rental? Do you have that breakdown?	Access to electronic information reporting only became available in August 2023. Exhibit 2 reflects information available to the State.

**Exhibit 2 is incorporated into this RFP as attached below.**

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



**RFP 6855 Z1 REBID**

**Individual Liability Travel Card Services**

**EXHIBIT 2**

**YEARLY SPEND AND REBATE**

<b>2023 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>REBATE TOTAL</b>
University of Nebraska – Kearney	\$ 5,105	\$ 28
University of Nebraska – Lincoln	\$ 72,969	\$ 402
University of Nebraska – Medical Center	\$ 7,194	\$ 37
University of Nebraska – Omaha	\$ 11,002	\$ 57
<b>Total</b>	<b>\$ 129,060</b>	<b>\$ 524</b>

<b>1/1/2024 to 3/31/2024 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>TRANSACTION COUNT</b>
University of Nebraska – Kearney	\$ 892	20
University of Nebraska – Lincoln	\$ 15,020	322
University of Nebraska – Medical Center	\$ 1,627	22
University of Nebraska – Omaha	\$ 1,998	33
<b>Total</b>	<b>\$ 19,537</b>	<b>397</b>

	<b>8/29/2023 to 12/31/2023</b>	<b>01/01/2024 to 3/31/2024</b>
Airlines	\$ 501	\$ 521
Auto/Vehicle Rentals	\$ 2,230	\$ 710
Hotels and Motels	\$ 4,245	\$ 4,586
Other Transportation	\$ 229	\$ 377

State of Nebraska

RFP 6855 Z1 Rebid

Individual Liability Travel Card Services

April 25, 2024

Cherie Figge

SVP, Commercial Card Sales

816.843.2842

[cherie.figge@umb.com](mailto:cherie.figge@umb.com)



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

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

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

**April 25, 2024**

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

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

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

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

Best Regards,

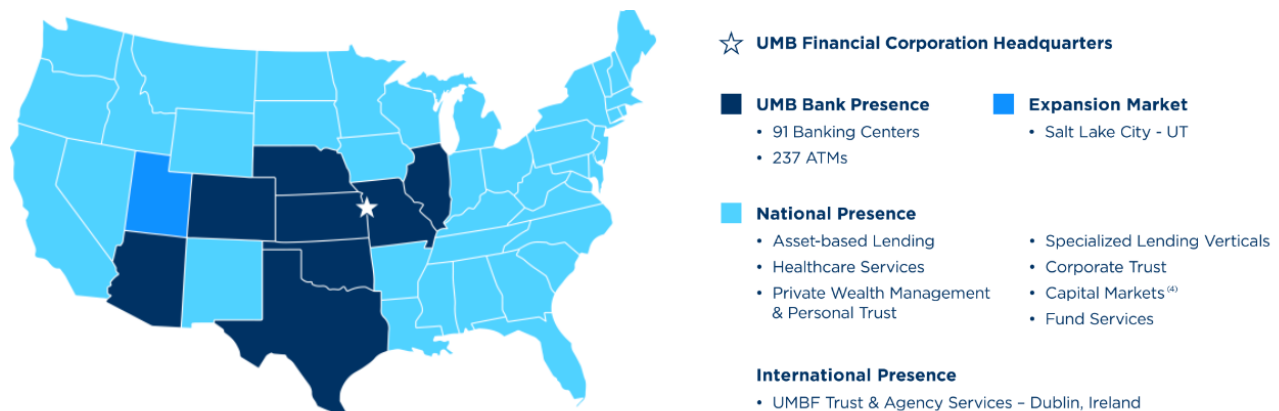
Cherie Figge  
SVP, Commercial Card Sales

## Financial Stability

### Overview

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

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



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

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

# UMB Financial Corporation Fact Sheet



As of December 31, 2023

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

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

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

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

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

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

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

## Peers versus UMBF comparison<sup>1</sup>

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

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

# UMB Financial Corporation Fact Sheet



As of December 31, 2023

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

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

#### Mariner Kemper

Chairman, President and Chief Executive Officer, UMB Financial Corporation

#### Ram Shankar

Chief Financial Officer, UMB Financial Corporation

#### MEDIA RELATIONS CONTACT

#### Stephanie Hague

Corporate Communication  
816.860.5088

#### INVESTOR RELATIONS CONTACT

#### Kay Gregory

Investor Relations  
816.860.7106

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

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

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

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

**Headquarters:** 1010 Grand Boulevard, Kansas City, MO 64106

#### UMB subsidiaries include:

UMB Distribution Services, LLC  
UMB Asset Management, LLC

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

UMB Insurance, Inc.  
UMB Trust Company of South Dakota

UMB.com   

## Executive Corporate Overview

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

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

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

**Cherie Figge, SVP/Commercial Card Sales Account Executive:**

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

**Service Model**

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

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



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



## **Technical Proposal**

### **ATTACHMENT A**

#### **Request for Proposal 6855 Z1 REBID**

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

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

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

Form A.1: a. Mandatory Project Requirements

b. Project Requirements

Form A.2: Technical Requirements

Form A.3: Rebate Proposal (separate attachment)

## FORM A.1.a

### Mandatory Project Requirements

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

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

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

## FORM A.1.b

### Project Requirements

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


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

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

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

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

## FORM A.2

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

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

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

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

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

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



2.30

Response:

Rebates are paid yearly.

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

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

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

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

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

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

## Transaction Search - Company

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

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

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

# TERMS AND CONDITIONS

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

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

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

- i. If only one Party has a particular clause then that clause shall control,
- ii. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
- iii. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

## A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		CF	Upon award UMB will require a fully executed contract.

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

These documents constitute the entirety of the contract.

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

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

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

**B. NOTIFICATION**

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

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

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

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

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Nonnegotiable)**

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

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

**E. DISCOUNTS**

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

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

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

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

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

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

**G. AMENDMENT**

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

**H. CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

**I. RECORD OF VENDOR PERFORMANCE**

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

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

**J. CORRECTIVE ACTION PLAN**

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

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**L. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party’s discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor’s point of contact with



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

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

**M. NON-WAIVER OF BREACH**

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

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

**N. SEVERABILITY**

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

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

**O. INDEMNIFICATION**

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

**v. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**vi. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

**vii. PERSONNEL**

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

**viii. SELF-INSURANCE**

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

- ix. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**P. ATTORNEY'S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**Q. ASSIGNMENT, SALE, OR MERGER**

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**S. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**T. CONFIDENTIALITY**

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**U. EARLY TERMINATION**

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

The contract may be terminated as follows:

- x. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
- xi. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- xii. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - f. if directed to do so by statute,
  - g. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - h. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
  - i. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
  - j. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,

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

**V. CONTRACT CLOSEOUT**

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

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

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

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

# CONTRACTOR DUTIES

## A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

- xxvi. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
- xxvii. The completed United States Attestation Form should be submitted with the Request for Proposal response.
- xxviii. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- xxix. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
CF			<b>UMB is subject to privacy laws and protection of card data which we have to comply with.</b>

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

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

**G. INSURANCE REQUIREMENTS**

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

- xxx. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
- xxxi. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
- xxxii. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.



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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000 Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000 Aggregate
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**xxxiv. EVIDENCE OF COVERAGE**

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

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

Treasury Management Director  
 PO Box 94788  
 Lincoln, NE 68509

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

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

**xxxv. DEVIATIONS**

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

**H. ANTITRUST**

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

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

**I. CONFLICT OF INTEREST**

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

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

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

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

**J. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

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

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

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

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

**L. DISASTER RECOVERY/BACK UP PLAN**

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

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

**M. DRUG POLICY**

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

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

**N. WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**O. TIME IS OF THE ESSENCE**

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

# PAYMENT

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**

Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Nonnegotiable)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**C. INSPECTION AND APPROVAL**

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

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

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

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

**E. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

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

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

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

**RFP 6855 Z1 REBID**  
**Individual Liability Travel Card Services**

**Rebate Proposal**

**Form A.3**

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

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

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

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

<b>REQUEST FOR PROPOSAL NUMBER</b>	<b>RELEASE DATE</b>
RFP 6855 Z1 REBID	March 22, 2024
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
April 25, 2024 2:00 p.m. Central Time	Matthew Hansen / Craig Palik

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6855 Z1 REBID for the purpose of selecting a qualified Contractor to provide Individual Liability Travel Card Services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be six (6) years commencing upon notice to proceed. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

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

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

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

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its

**elect ed and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the Request for Proposal, awards, and other documents.**



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## GLOSSARY OF TERMS

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

**Card Issuer:** A financial institution that issues cards.

**Card Program:** Individual Liability Travel Card operations managed under the contract resulting from this RFP.

**Cardholder:** Individual who makes purchases using a credit card.

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

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

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

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

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

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

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

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

**Evaluation Committee:** Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

**Financial Institution:** A State or National Bank, a State or Federal Savings and Loan Association, a Mutual Savings Bank, or a State or Federal Credit Union chartered to do business in the State of Nebraska.

**Fiscal Year:** A fiscal year that runs from July 1<sup>st</sup> of one calendar year to June 30<sup>th</sup> of the next calendar year.

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

**Implementation Plan:** A comprehensive plan describing the timeline and steps necessary to successfully implement and rollout the project for participating agencies.

**Individual Liability Travel Card:** A card assigned to an employee for business travel use. The cardholder is solely responsible for the protection, proper use, payment, management and liability of/on the account.

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

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

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

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

**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.

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

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

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

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

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

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

**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 service 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 Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Rebate:** A payment based on the quarterly or yearly spending volume of transactions (purchases less returns).

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

**State:** The State of Nebraska agencies including the University of Nebraska.

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

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

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

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and

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not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4)).

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

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

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

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

**Work Day:** See Business Day.

ix  
**ACRONYM LIST**

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

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

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

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 6855 Z1 REBID  
Name: Matthew Hansen / Craig Palik  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-2302 / 402-471-4657  
E-Mail: matthew.hansen@nebraska.gov / craig.palik@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

## C. SCHEDULE OF EVENTS

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

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



Schedule of Events		
	ACTIVITY	DATE/TIME
1.	Release RFP	March 22, 2024
2.	Last day to submit written questions: ShareFile link for uploading questions: <a href="https://nebraska.sharefile.com/r-r71d89df0da234651a48331ff7b55aa65">https://nebraska.sharefile.com/r-r71d89df0da234651a48331ff7b55aa65</a>	March 31, 2024
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	April 5, 2024
4.	Last day to submit "Notification of Intent To Submit a Proposal" ShareFile link for uploading Notification of Intent to Submit a Proposal: <a href="https://nebraska.sharefile.com/r-r47d24fbc13c4451da765a38a09c5642c">https://nebraska.sharefile.com/r-r47d24fbc13c4451da765a38a09c5642c</a>	April 14, 2024
5.	Proposal Opening – Online Via Zoom:  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Proposal Submission Link: <a href="https://nebraska.sharefile.com/r-re2dfbfff13d840fc992122b9403bdf08">https://nebraska.sharefile.com/r-re2dfbfff13d840fc992122b9403bdf08</a>  <a href="#">Join Zoom Meeting</a>	April 25, 2024 2:00 PM Central Time
6.	Review for conformance to RFP requirements	April 25, 2024 – April 26, 2024
7.	Evaluation period	April 26, 2024 – May 15, 2024
8.	"Presentations and/or Demonstrations" (if required)	TBD
9.	Post "Notification of Intent to Award" to Internet at: and/or <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	April 17, 2024
10.	Contract finalization period	April 17, 2024 – October 15, 2024
11.	Contract award	October 16, 2024
12.	Contractor start date	TBD

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6855 Z1 REBID; Individual Liability Travel Card Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

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

RFP Section Reference	RFP Page Number	Question

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

**E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL**

Bidders should notify the POC of their intent to submit a proposal by uploading a "Notification of Intent to Submit a Proposal" (see Form B) using the ShareFile link provided in the RFP Schedule of Events, Sections I.C.

A list of bidders who submitted a Notification of Intent to Submit a Proposal will be posted on the Internet at <https://das.nebraska.gov/materiel/bidopps.html>.

**F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

**G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

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

**H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the Request for Proposal (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal in Sections II thru VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this Request

for Proposal, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this Request for Proposal. The State discourages deviations and reserves the right to reject proposed deviations.

## I. SUBMISSION OF PROPOSALS

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

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

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

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

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

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

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

  - i. RFP 6855 Z1 REBID, Company Name  
If multiple files are submitted for one RFP proposal, add number of files to file names:  
RFP 6855 Z1 REBID Company Name File 1 of 2.  
RFP 6855 Z1 REBID Company Name File 2 of 2.
  - ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:  
RFP 6855 Z1 REBID Company Name Proposal 1 File 1 of 2.

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

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

**J. PROPOSAL PREPARATION COSTS**

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

**K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

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

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

**L. PROPOSAL CORRECTIONS**

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

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
  - a. Corrected 6855 Z1 REBID Company Name Proposal #1 File 1 of 2,
  - b. Corrected 6855 Z1 REBID Company Name Proposal #2 File 2 of 2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**M. LATE PROPOSALS**

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

**N. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II thru VI;
5. Completed Technical Approach including but not limited to Attachment A; and
6. Completed State Rebate Proposal Template.

**P. EVALUATION COMMITTEE**

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

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

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the Request for Proposal will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

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

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

3. Technical Approach including but not limited to Attachment A; and,
4. Rebate Proposal.

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

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

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

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

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

**R. PRESENTATIONS AND/OR DEMONSTRATIONS IF NECESSARY**

The State may determine after the completion of the Technical and Cost Proposal evaluation that presentations and/or demonstrations are required. Every bidder may not be given an opportunity to present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present. The scores from the presentations and/or demonstrations will be added to the scores from the Technical and Cost

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

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

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

**S. BEST AND FINAL OFFER**

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

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

**T. REFERENCE AND CREDIT CHECKS**

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

**U. AWARD**

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

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

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:  
<https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:  
[https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance\\_08042021.pdf](https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf)

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

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

the bidder offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

**W. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**X. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

## II. TERMS AND CONDITIONS

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

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

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

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

### A. GENERAL

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

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

These documents constitute the entirety of the contract.

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

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

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



**B. NOTIFICATION**

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

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

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

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

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Nonnegotiable)**

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

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

**E. DISCOUNTS**

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

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

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

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

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

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

**G. AMENDMENT**

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

**H. CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

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

**I. RECORD OF VENDOR PERFORMANCE**

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

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

**J. CORRECTIVE ACTION PLAN**

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

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**L. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party’s discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor’s point of contact with acknowledgement

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

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

**M. NON-WAIVER OF BREACH**

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

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

**N. SEVERABILITY**

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

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

**O. INDEMNIFICATION**

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

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**P. ATTORNEY’S FEES**

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney’s fees and costs, if the other Party prevails.

**Q. 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.

**R. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**S. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**T. CONFIDENTIALITY**

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**U. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
  - g. Contractor intentionally discloses confidential information,

- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**V. CONTRACT CLOSEOUT**

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

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

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

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



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. 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.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within ninety (90) days of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and ninety (90) days following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000 Aggregate
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000 Aggregate
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

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

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

Treasury Management Director  
 PO Box 94788  
 Lincoln, NE 68509

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

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

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

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

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

**J. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

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

2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.K.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

**L. DISASTER RECOVERY/BACK UP PLAN**

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

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

**M. DRUG POLICY**

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

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

**N. WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**O. TIME IS OF THE ESSENCE**

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



## IV. PAYMENT

### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

### B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

### C. INSPECTION AND APPROVAL

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

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

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

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

### E. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be

paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

### A. PROJECT OVERVIEW

The Nebraska State Treasurer's office is requesting proposals for Individual Liability Travel Card services on behalf of 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 that wish to participate under the State's 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.

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 University of Nebraska under the current State contracts. 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 Nebraska State Treasurer's office will be the point of contact for contract negotiations, renewals or questions related to the contract. Department of Administrative Services (AS Accounting) shall coordinate services for all State agencies except the University of Nebraska, which each campus shall have their own Program Administrator. Any city, county, or subdivision would delegate their own point of contact. Contact information will be provided upon contract award.

### C. PROJECT REQUIREMENTS

The awarded bidder will be responsible for:

1. Providing an employee application:
2. Approval of employee application:
3. Issuing cards, using unique card numbers.

### D. BUSINESS REQUIREMENTS

1. All bidders are responsible to research Nebraska State Statutes for their legal responsibilities when doing business with the State. A list of State Statutes is provided below, and others are provided in this RFP, this is not all inclusive to the legal requirements of the awarded bidder.

Neb. Rev. Stat. §48-1122 – Prohibition of Discrimination

Neb. Rev. Stat. §73-205(3) – Technology Access Standards

Neb. Rev. Stat. §73-506(1) – The State cannot pay for deliverables not received

Neb. Rev. Stat. §73-506(2) – Service contracts with unspecified or unlimited duration

Neb. Rev. Stat. §81-2401 - §81-2408 State of Nebraska Prompt Payment Act

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 bidder must be a member of a branded national card company/association or an authorized card issuer for a branded national card company/association.
3. The awarded bidder may not sell or use any cardholder information, including names and addresses, for purposes other than those agreed upon in writing with the State Treasurer's Office and the Program Administrators. If any cardholder data is compromised, the contractor is required to immediately notify the State Treasurer and the Program Administrators.
4. The primary bidder must be a Financial Institution or owned by a financial institution pursuant to Neb. Rev. Stat. §77-2387.

### E. SCOPE OF WORK

The narratives following are provided to assist bidders in preparing a quality response; volumes in Exhibit 1 are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing the ability to meet the requirements of the project and the specific requirements.

#### 1. BASIC REQUIREMENTS

- a. Any State or University employee interested in receiving a Travel card shall submit a completed contractor application to the contractor.
- b. Currently the card limit is \$2500 but depends on the employees travel needs.
- c. Contractor shall review the application and approve or deny the application based on the employee's ability to pay.
- d. If the application is approved, the contractor will issue and send a travel card within ten days of the application.
- e. If the application is denied, the contractor will send a letter to the employee.
- f. Employee is liable for the amounts charged to their Travel card. Neither the State nor the University are financially responsible.
- g. The card will list the State of Nebraska or the University of Nebraska, which will indicate to the general public that the purchase is business related.

**F. FUNCTIONAL REQUIREMENTS**

Bidders must address the functional requirements in Attachment A, Form A.2.

**G. PROPOSED RESOLUTION**

The State expects the awarded bidder to meet or exceed the levels of services currently provided. The contractor will work with the State and University employee to research and correct problems in a timely and professional manner throughout the entire contract.

**H. PERFORM IMPLEMENTATION**

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. Awarded bidder will be responsible to fully cooperate with current Contractor, State, and University during all phases of the implementation/transition.

**I. DELIVERABLES**

Bidder should provide a copy of all agreements required to initiate all services listed in this RFP. Bidder agreements shall be edited to include only the services requested in this RFP and not contain language conflicting with the RFP, State law and Section II. Terms and Conditions of the RFP. The rebate proposal should be included with these agreements. This information can be included as a separate section labeled "Deliverables". The bidder understands that alternative terms and conditions may be rejected by the State.

## VI. PROPOSAL INSTRUCTIONS

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

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

### A. PROPOSAL SUBMISSION

#### 1. FINANCIAL STABILITY

The bidder must have financial stability to do business with the State of Nebraska for the length of the contract.

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 statement 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.

Financial stability will be determined by the State Accounting Administrator based on a totality of the circumstances of the firm including, but not limited to,

- a. Total equity,
- b. Equity as a percent of assets,
- c. Cash flow,
- d. Debt coverage ratios,
- e. Earnings,
- f. Analyst opinions,
- g. Pending and potential lawsuits, regulatory actions taken or pending against the firm,
- h. Compliance with regulatory capital requirements,
- i. Management stability,
- j. 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 term of the contract.

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.

#### 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. CHANGE OF OWNERSHIP

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

##### c. 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.

**d. 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.

**e. 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.

**f. 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.

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

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:

- a) The time period of the project,
- b) The scheduled and actual completion dates,
- c) The bidder's responsibilities,
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**i. 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, including Attachment A;
- d. Detailed implementation plan; and
- e. Rebate Proposal

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

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

Preparation of Response Contact Information	
Bidder Name:	
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 Submit Proposal**  
**Request for Proposal Number 6855 Z1 REBID**

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

The "Notification of Intent to Submit Proposal" form should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C.

# REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

## BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

\_\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

**FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN**

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

**RFP 6855 Z1 REBID**

**Individual Liability Travel Card Services**

**EXHIBIT 1**

**YEARLY SPEND AND REBATE**

<b>2023 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>REBATE TOTAL</b>
University of Nebraska – Kearney	\$ 5,105	
University of Nebraska – Lincoln	\$ 72,969	
University of Nebraska – Medical Center	\$ 7,194	
University of Nebraska – Omaha	\$ 11,002	
<b>Total</b>	<b>\$ 129,060</b>	
<b>2022 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>REBATE TOTAL</b>
University of Nebraska – Kearney	\$ 6,796	
University of Nebraska – Lincoln	\$ 83,518	
University of Nebraska – Medical Center	\$ 21,381	
University of Nebraska – Omaha	\$ 17,365	
<b>Total</b>	<b>\$ 129,060</b>	<b>\$671.00</b>
<b>2021 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>REBATE TOTAL</b>
University of Nebraska – Kearney	\$ 7,176	
University of Nebraska – Lincoln	\$ 71,767	
University of Nebraska – Medical Center	\$ 28,233	
University of Nebraska – Omaha	\$ 26,416	
<b>Total</b>	<b>\$133,592</b>	<b>\$696.00</b>
<b>2020 TOTAL SPEND</b>	<b>TRANSACTION DOLLARS</b>	<b>REBATE TOTAL</b>
University of Nebraska – Kearney	\$ 6,972	
University of Nebraska – Lincoln	\$ 81,879	
University of Nebraska – Medical Center	\$ 40,449	
University of Nebraska – Omaha	\$ 25,201	
<b>Total</b>	<b>\$154,501</b>	<b>\$803.00</b>

## **ATTACHMENT A**

### **Request for Proposal 6855 Z1 REBID**

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

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

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

Form A.1: a. Mandatory Project Requirements

b. Project Requirements

Form A.2: Technical Requirements

Form A.3: Rebate Proposal (separate attachment)

## FORM A.1.a

### Mandatory Project Requirements

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

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

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

## FORM A.1.b

### Project Requirements

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

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

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

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

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

## FORM A.2

<b>Technical Requirements</b>	
2.1	Bidder must detail the brand of card that will be issued.
	Response:
2.2	Bidder must include a copy of the card design proposed.
	Response:
2.3	Bidder must detail how the card can be printed with both the employee and employer's name.
	Response:
2.4	Bidder should detail who will be liable for all balances on the cards.
	Response:
2.5	Bidder shall detail the requirements of the cardholder in relation to this program, available credit lines (depending on the bidder's credit approval process), cardholder terms and conditions, the card issuance and reissuance process. The bidder must include a sample cardholder enrollment form (application form), other cardholder materials, and the card carrier accompanying the issued card in its RFP response. The bidder must also detail how a delinquent card payment may impact the employee's credit score.
	Response:
2.6	Bidder shall detail the process to convert current employees to the new credit card, if needed. Provide an example of the notification process.
	Response:
2.7	Bidder must detail the process from when an application is received, the approval process, and when the card is mailed.
	Response:
2.8	Bidder shall detail the process to report and replace a lost or stolen card.
	Response:
2.9	Bidder should detail how the bidder can manage one program to allow the employee to use their card to get cash at an ATM and another program that prevents any ATM transactions.
	Response:
2.10	Bidder should detail the minimum amount required to spend on the card annually, if any.

	Response:
2.11	Bidder shall detail how their card program meets all federal, state, and local laws as well as regulations, rules and requirements set forth by the card company/association and overseeing industry.
	Response:
2.12	Bidder should detail areas of the United States that the card is <b>not</b> accepted.
	Response:
2.13	Bidder should detail international locations that the card is <b>not</b> accepted.
	Response:
2.14	Bidder should detail their ability to block any merchant class codes as requested by the Program Administrators.
	Response:
2.15	Bidder should detail if a dedicated account representative will be assigned to this contract. Detail if they can handle agency questions or cardholder issues or both.
	Response:
2.16	Bidder should provide a monthly report sent to the Treasurer's Office listing the number of transactions and dollars charged per card under this contract. Include an example of the monthly report.
	Response:
2.17	Bidder must detail all methods available for the Treasurer's Office to receive monthly reports.
	Response:
2.18	Bidder must detail if a toll-free customer service line is available to service Individual Liability Travel cardholder questions and inquires.
	Response:
2.19	Bidder must detail the hours and days the customer service line is <b>not</b> available.
	Response:
2.20	Bidder must detail the types of inquires handled by their customer service representatives.
	Response:

2.21	Bidder shall detail the timing when statements will be available after the previous month end.
	Response:
2.22	Bidder shall detail the options available for the cardholder to receive their statement. The bidder shall provide a sample statement.
	Response:
2.23	Bidder must detail how the minimum payment is calculated or if the full amount is due every month.
	Response:
2.24	Bidder must detail when the account is past due, who will be notified. Include all parties, such as, the cardholder, the agency and/or the State Treasurer’s Office. Include the method(s) which notification is available.
	Response:
2.25	Bidder will detail if an annual fee will be charged to the employee and the amount of the annual fee.
	Response:
2.26	Bidder must detail any grace period associated with this card. Describe when interest and late fees would be assessed.
	Response:
2.27	Bidder must detail how finance charges will be assessed.
	Response:
2.28	Bidder must detail what is required of the employee if they leave employment under this contract. Detail if cards will be required to be surrendered?
	Response:
2.29	Bidder shall detail the process to determine if an employee is still employed with the State or the University before the card expires to determine if a card should be reissued under this program.
	Response:
2.30	Bidder must detail options available to receive the rebate. Example: monthly, quarterly, or yearly.
	Response:



2.31	Bidder must detail if any rebate opportunity is available for new card issued.
	Response:
2.32	Bidder must detail any additional rebate opportunities.
	Response:

**RFP 6855 Z1 REBID**  
**Individual Liability Travel Card Services**

**Rebate Proposal**

**Form A.3**

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

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

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

# EVALUATION CRITERIA

## RFP NUMBER 6855 Z1 REBID Individual Liability Travel Card Services Opening Date: April 25, 2024

### Mandatory Requirements

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

1. Request for Proposal For Contractual Services form, signed in ink;
2. Attachment A, Form A.1 – Mandatory Requirements;
  - a. Authorized Credit Card Issuer;
  - b. Minimum 5 years’ experience providing credit card services;
3. Financial Stability – Pass/Fail;
4. Executive Corporate Overview;
5. Technical Approach including, but not limited to, Attachment A, Form A.2; and
6. Rebate Proposal – Form A.3

### Evaluation Criteria

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

Evaluation Criteria	Possible Points
Part 1 – Financial Stability (Pass/Fail)	50
Part 2 – Executive Corporate Overview	150
Part 3 – Technical Approach (Form A.2)	540
Part 4 – Rebate Proposal Points	1000
Total Points without Oral Interviews	1740
Oral Presentations/Demonstrations, (if required)	250
Total Points with Oral Presentations/Demonstrations	1990

### Part 4 – Rebate Proposal Points (1000 Points)

Rebate points should be calculated as follows:

1. Establish largest rebate submitted – largest rebate submitted receives the maximum points.
2. To assign points to all others, the following formula should be followed:  
**Largest Rebate Submitted ÷ Rebate Submitted x Maximum Rebate Points = Rebate Points to Award (see samples below)**

Formula	Sample	Sample	Sample
Rebate Submitted	\$25,000	\$15,000	\$20,000
÷ Largest Rebate Submitted	\$25,000	\$25,000	\$25,000
x Maximum Rebate Points	1000	1000	1000
= Points To Award	1000	600	800