STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE	ORDER DATE
1 of 1	10/23/17
BUSINESS UNIT	BUYER
12211800	WERTH, KENDRA K

VENDOR NUMBER: 1848844

VENDOR ADDRESS:

UMB BANK
1010 GRAND BLVD
KANSAS CITY MO 64106-2202

STATE TREASURER

CONTRACT NUMBER
79590 O4

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

NOVEMBER 16, 2017 THROUGH NOVEMBER 15, 2022

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 LIABILITY TRAVEL NO COST TO THE STATE	1.0000	$	0.0000	0.00
	Total Order				**0.00**

Kendra Werth

AGENCY SIGNATURE

R43500,N-SK0001,NISK0001 20150901

AMENDMENT ONE TO Contract Award
Terms and Conditions
Contract #79590 Individual Liability Travel Card Services
Between
The State of Nebraska and UMB Bank

The following Terms and Conditions, Addendum One of Contract 79590 have been reviewed and agreed upon between UMB Bank, n.a. "Contractor" or "UMB" and the State of Nebraska "State". This addendum will become part of the contract of Individual Liability Travel Card Services. This contract will be issued for a period of five (5) years effective November 16, 2017. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

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

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

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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, as long as UMB introduces the State to UMB's client.

Once intent to award decision has been determined, it will be posted to the Internet at:
http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

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, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

UMB agrees to the above section with the understanding that UMB uses service providers and not sub contractors.

D. PERMITS, REGULATIONS, LAWS

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all statistical information received from the Contractor pursuant to this contract. UMB, as card provider, has a right to retain and use that data (subject to appropriate controls to ensure that the data is not used contrary to law or in violation of the State's rights). Privacy laws restrict what information can be published about individual travel cards, including personal credit information, which is not available to the State.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Treasurer's Office has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in

work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. **EVIDENCE OF COVERAGE**

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

Lincoln, NE 68509
Fax (402) 471-4390

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

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

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. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The Contractor warrants that all "key" personnel, or any persons named in the proposal can be monitored and changes requested by the State and considered by UMB when their performance related issues negatively effects the program. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The Contractor shall not, at any time, knowingly recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project. The duration of this commitment terminates or ends with the termination or end of this contract.

M. CONFLICT OF INTEREST

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

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

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

N. PROPOSAL PREPARATION COSTS

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

O. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. Since the contractor has, the existing contract with the State, work will continue through the expiration of the current contract, at which time this contract will be enforced.

Q. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder. UMB has the right to determine the credit worthiness of any third party and to set appropriate individual credit limits. Any entity outside State agencies, would maintain a contract with UMB and UMB would review their credit worthiness before contracting.

R. ASSIGNMENT BY THE CONTRACTOR

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

T. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

W. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

Since UMB does not anticipate having custody of any State property, UMB and the State agree this section does not apply.

X. SITE RULES AND REGULATIONS

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

Y. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, or e-mail. All notices should be considered delivered upon verification, not based on presumed delivery. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

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

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract for any reason upon one hundred and eighty (180) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. If directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information;
   h. Contractor has or announces it will discontinue support of the deliverable;

i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or

j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

4. UMB will retain the right to terminate individual cardholder accounts in the event of nonpayment or the account is not handled as agreed per this contract or the account's cardholder agreement. The Contractor, in its sole discretion, may terminate the contract for any reason upon one hundred and eighty (180) calendar day's written notice to the State.

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

1. Subject to Contractor's ownership of individual cardholder information and the ownership provision of Section E contained herein, Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain any information 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.

DD. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Treasurer's Office Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. LIQUIDATED DAMAGES

The State and the Contractor(s) agree that in some cases actual damages from a failure to perform certain requirements in the contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible

to identify an amount of liquidated damages for the failure to perform certain requirements that are proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the Contractor shall agree to a schedule of fess for failure to perform certain requirements in any contract executed pursuant to this RFP. For clarification, these liquidated damages shall only be enforceable by and paid to the State, and shall not be enforceable by or paid to any individual account holder or participant hereunder.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

Critical $2,500.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the Contractor fails to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the Contractor or their agents (natural disasters, etc.)

1. Unresolved requirements not due to circumstances beyond the control of the Contractor, regarding the failure to meet required Technical Requirements detailed in the RFP, shall be considered "Critical" under the above chart. If the unresolved requirement is not resolved within twenty-four (24) business hours of notification, Contractor will pay the State $2,500.00 per day until the issue is resolved.

   Category: Critical

2. Individual Liability Travel Cards

   a. **Issuing cards:**
   Upon being notified by the Program Administrator that a card was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the employee. If the cards are not expedited to the employee within two days after the initial notice by the State that the cards were not issued, Contractor will pay actual damages.

FF. PAYMENT

The State or the University will not be responsible for any payments to the Contractor. The employee will be personally liable for any and all charges incurred on their account. Employees must pay the entire balance due, as shown on their monthly statement. Finance charges will not be assessed until 60 days past the minimum payment due date.

GG. INVOICES

Invoices for payments must be submitted by the Contractor to the employee requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

HH. RIGHT TO AUDIT

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours

at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met.

II. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

JJ. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have limited access rights to enter premises where the Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed, upon appropriate notice. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

KK. CHANGES IN SCOPE/CHANGE ORDERS

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value. All changes to the contract must be by mutual consent.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

LL. 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 particular provision held to be invalid.

MM. CONFIDENTIALITY

All materials and information provided by the cardholder or acquired by the Contractor on behalf of the cardholder or the State shall be regarded as confidential information. All materials and information provided by the cardholder, the State or acquired by the Contractor on behalf of the cardholder shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the cardholders and the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

NN. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

PP. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

QQ. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Treasurer's Office or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

RR. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. UMB SYSTEM

If the State uses the UMB system, the State will comply with all licenses and restrictions contained within UMB's System, and will not be indemnified for its failure to use the UMB System or UMB System documentation in accordance with the licenses and instructions contained in the documentation.

3. INTELLECTUAL PROPERTY

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

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

4. 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 provided by the Contractor.

5. SELF-INSURANCE

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

6. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

TT. 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.

UU. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy can be viewed only onsite at a secure Contractor facility, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

VV. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

WW. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

XX. DRUG POLICY

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

YY. 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 newly hired employee.

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

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

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

AAA. POLITICAL SUB-DIVISIONS

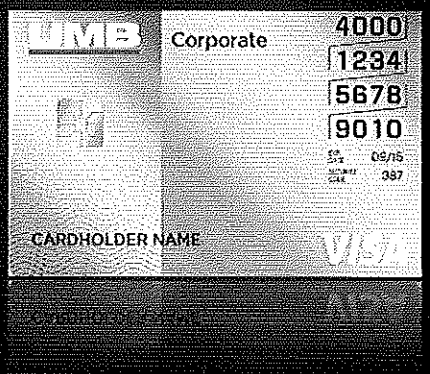
The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State, Contractor will retain the right to credit qualify any such entity. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

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

Nebraska State Treasurer:		Contractor:	
By:		By:	SVP.
Printed Name:	**Don Stenberg**	Printed Name:	**Ron Sager,SVP**
Title:	**Nebraska State Treasurer**	Title:	**Senior Vice President**
Date:	Nov. 6, 2017	Date:	**November 3, 2017**

Individual Liability Travel Card Services



Request for Proposal
RFP # NST012017Z1

Prepared for

State of Nebraska

March 31, 2017

Submitted by

UMB

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

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Executive Summary

Thank you for the opportunity to provide a proposal for the State of Nebraska Individual Liability Travel Card Services program on behalf of itself, other governing authorities, made available through The State of Nebraska. UMB is eager to work with the State and the other governing authorities by providing an efficient travel card services program.

UMB offers competitive products, experience and customer service that meet and exceed the requirements and goals of the program. We look forward to describing in this proposal how we can provide a high-quality card payment solution that delivers flexibility and innovation, while helping program users streamline payments systems and improve operational efficiency.

Understanding your needs

Understanding the requests of our clients is our top priority so we can build and maintain a tailored card payment solution that meets the needs of each entire organization. While UMB and the State of Nebraska have a history of working together, we believe it's important as strategic partners to regularly assess programs and processes to ensure they remain relevant, innovative, and efficient. We've written our proposal with your needs in mind. Additional nuances and details can be relayed through conversations to further develop our offering.

We understand the desired needs:

- An individual liability travel card product that can meet the daily volume use of its employees and divisions of the State of Nebraska, the participating Agencies and Universities, and the participating governing authorities.
- Flexible, tiered card reporting options, data exchange and web based administration
- A travel card program that can be tailored to fit a wide variety of needs
- A travel card and account program that provides a versatile solution for the payment of travel related expenses
- A rebate program that can be leveraged at each participating organization level to offset expenses through growth.

The UMB advantage

UMB can deliver the travel card product that participants need, with a program that facilitates the payment of expenses and provides for the monitoring and reconciliation of transactions to meet the needs of member employees and the card volume—thus streamlining program administration.

UMB can offer the State and program participants the benefit of continuing to build upon its' 20+ year history that has a record of success. UMB proposes to build on this record and will continue to build a strong program based on new technologies, new card uses, new monitoring tools, aggressive optimization tools and overall awareness of the efficiencies of the programs. UMB plans to continue to assist in this trend by both continuing our focus on a program that is built based on best practices, growth of the traditional card program, and enhanced ability to monitor the program risks and results.

For your tiered card reporting and flexibility needs, UMB's technology solutions can maximize control and minimize risk with specialized reporting options and real-time review that allows program managers to review credit limits, individual card transactions and to closely monitor spend day-to-day.

With many optional advanced exception reporting and audit tools, another layer of protection and control has been added for the State of Nebraska card program. Improved compliance monitoring means that your agencies and governing authorities can run at the most efficient level possible.

Additionally, the UMB card team, with more than 100 years of combined card program experience, will continuously analyze the efficacy and operation of the UMB payment solution set for the program. This highly-interactive and personal attention will ensure your organization's program remains relevant and adaptive to changing requirements.

The right tools for the job

UMB card program proposal includes the following benefits:

- Ease of Use Easily-administered program with management and reporting tools
- Comprehensive: A comprehensive, yet user-friendly, cardholder platform to maximize program adherence and compliance while providing custom reporting
- Competitive: A flexible rebate program that encourages growth based on all qualified sales .
- Secure: Full range of fraud prevention and usage monitoring measures to control program abuse or misuse
- Committed: A dedicated team focused on continuous program improvement and overall satisfaction who ensure program goals are achieved, and make recommendations for further program enhancement rooted in industry best practices
- Strategic: Our strategic partnership will deliver a successful card program through our unique understanding of the participant's needs as well as our more than 20 years' experience in the government sector.
- Technology solutions: UMB offers a suite of optional web-based program management solutions. We understand all programs have unique business needs and this solution set allows us to tailor the card program to your custom requirements. Technology advantages range from easy to access online statements, self-administration systems for card management, analysis tools to manage risk and monitor program usage and performance, reporting, and cardholder compliance systems, all with online access to 25 months of transaction history.

Enduring quality

Our success is based upon collaboration and integration with our customers, and focuses on product innovation and process improvement. UMB's commercial card business is reflective of almost 50 percent public sector clients, and we have provided innovative card programs to some of the largest and most respected state and local government entities for more than 20 years. Our commitment to the public sector has been a hallmark of our business since the inception of our card solutions segment and remains at the core of our future.

Over time, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach. UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as a provider of high-quality card programs in the government sector. For more than a century, UMB has provided enduring quality through its varied services and suite of solutions. We are familiar with many programs including the State of Nebraska and the variety of uses. UMB would leverage this to prepare your successful program for moving into the next generation for card programs. we look forward to continuing to build on the existing program and providing personal attention and a unique program for the State.

Summary thoughts on The Unparalleled experience by UMB:

UMB is an Experienced Program Provider

- UMB is one of the original issuers of bankcards-since 1969
- UMB processed nearly $2 billion in commercial card volume in 2016.
- One of the first banks experienced in issuing government Purchasing and Travel Card programs since 1995 when UMB began a partnership with a State government
- Current issuer of the State of Nebraska individual travel card program

Program Management and Control

- Choices for program design, billing and payment tools and payment convenience.
- Comprehensive program for account management and reporting solutions.

Program Risk and Fraud/Abuse/Misuse Monitoring

- Real time neural technology to prevent fraud.
- Program construction and monitoring systems in alignment with the policies and procedures.

Global Program Acceptance

- Visa branded cards provide industry leading global acceptance

Relationship Management

- Comprehensive implementation and relationship management team.
- Executive leadership support and commitment to program success.
- Employing a project management team to understand program initiatives and to create significant program milestones to ensure implementation and on-going program satisfaction
- Demonstrating accessibility to assigned representatives and leadership, flexibility, and nimbleness with extended call center after hours.

UMB Bank is pleased to present a comprehensive proposal for the next generation Individual Travel Card Program services in the State of Nebraska for the State, the Agencies, the Universities, and the governing authorities. UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as the current provider for the State of Nebraska Travel Card, and other governmental entities including States, school districts, higher learning institutions and governing authorities. UMB proposes that together we can use our combined experience to build a very successful program that is streamlined and has an efficient structure to meet the State's immediate and long term needs.

Proposal for Contractual Services Form

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska State Treasurer's Office State Capitol Building, Suite 2005 Lincoln, Nebraska 68508
OR
P.O. Box 94788
Lincoln, Nebraska 68509
Phone: (402) 471-2793
Fax: (402) 471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP# NST012017Z1	**January 20, 2017**
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 31, 2017 2:00 p.m. Central Time	**Jason Walters**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska, State Treasurer's Office, is issuing this Request for Proposal, RFP Number NST012017Z1 for the purpose of selecting a qualified Contractor to provide Individual Liability Travel Card Services.

Written questions are due no later than February 8, 2017, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and four (4) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's Office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://treasurer.nebraska.gov/tm/ and http://das.nebraska.gov/materiel/purchasing.html.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, 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 or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

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

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

n/a 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.

FIRM: **UMB FINANCIAL CORPORATION d.b.a UMB Bank N.A.**

COMPLETE ADDRESS: **1010 Grand Boulevard, Kansas City. Missouri 64106**

TELEPHONE NUMBER: **816-843-2261** FAX NUMBER: **816-843-2485**

SIGNATURE: DATE: **March 31, 2017**

TYPED NAME AND TITLE OF SIGNER: **Ron Sager, Senior Vice President-Commercial Payments Solutions**

Form A

Bidder Contact Sheet

Request for Proposal Number NST012017Z1

The Bidder Contact Sheet 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. Each bidder shall 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.

Preparation of Response Contact Information	
Bidder Name:	**UMB FINANCIAL CORPORATION/DBA UMB Bank n.a.**
Bidder Address:	1010 Grand Boulevard Kansas City, MO 64106
Contact Person & Title:	Ron Sager, SVP Commercial Payments
E-mail Address:	Ron.Sager@umb.com
Telephone Number (Office):	816-843-2261
Telephone Number (Cellular):	816-225-5799
Fax Number:	816-843-2485

Each bidder shall 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 FINANCIAL CORPORATION/DBA UMB Bank n.a.**
Bidder Address:	1010 Grand Boulevard Kansas City, MO 64106
Contact Person & Title:	Ron Sager, SVP Commercial Payments
E-mail Address:	Ron.Sager@umb.com
Telephone Number (Office):	816-843-2261
Telephone Number (Cellular):	816-225-5799
Fax Number:	816-843-2485

Form B

Notification of Intent to Bid

Request for Proposal Number NST012017Z1

Bidder Name:	**UMB Bank, n.a.**
Bidder Address:	1010 Grand Blvd MS 1020309 Kansas City, MO 64106
Contact Person:	Ron Sager, SVP
E-mail Address:	Ron.Sager@umb.com
Telephone Number:	816/843-2261
Fax Number:	816/843-2485

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail nst.rfp.questions@nebraska.gov, facsimile 402-471-4390, hand delivered or US Mail by the date shown in the Schedule of Events.

Vendor Qualifications – **Form A-1**

FORM A.1

Mandatory Project Requirements

Request for Proposal Number NST012017Z1

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

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

Yes √ No____ **Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.**

Yes √ No____ **Bidder must have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size.**

Vendor Qualifications and References

Our success at UMB is based upon collaboration and integration with our customers, and focuses on product innovation and process improvement which began with the design of UMB's first purchasing card partnership with the continuous issuance of UMB's first state program in 1995, a program that is under contract through the year 2028. This long relationship has been a very important part of UMB's government commercial card business, a segment which is now reflective of almost 50 percent public sector clients. At UMB we have worked very hard to understand the needs in the public spend space and we have been the issuer of innovative card programs that have been some of the most respected state and local government card programs for more than 20 years.

Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	**State of Kansas**
Address of Reference Company/Client:	**900 SW Jackson, Room 351S Topeka, KS 66612**
Reference Contact Person Name, Phone #, and E-mail Address:	**Tim Hund** **785-368-6347** **Tim.Hund@da.state.ks.us**
Title/Name of Service/Contract	**State Purchasing and Travel Card Program($125MM)**
Dates of Service/Contract:	**1995 to Present**

Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	**State of Mississippi**
Address of Reference Company/Client:	**701 Woolfolk Building, Suite A 501 North West Street Jackson, MS 39201**
Reference Contact Person Name, Phone #, and E-mail Address:	**Symone Bounds** **601-359-9373** Symone.Bounds@dfa.state.ms.gov
Title/Name of Service/Contract	**State Purchasing and Travel Card Program ($40M)**
Dates of Service/Contract:	**December 2009 Present**

Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	State of Wyoming
Address of Reference Company/Client:	State Auditor's Office Capitol Building, Rm 114 Cheyenne, WY 82202
Reference Contact Person Name, Phone #, and E-mail Address:	Dale Vanlandingham 303-777-6654 dale.vanlandingham@wyo.gov
Title/Name of Service/Contract	State Purchasing and Travel Card Program ($25 MM)
Dates of Service/Contract:	2000-Present

Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	University of Wyoming
Address of Reference Company/Client:	Merica Hall Rm 115, 10th and Ivinson Laramie, Wyoming 82071
Reference Contact Person Name, Phone #, and E-mail Address:	Martha Miller, Director of Purchasing 307-766-5235 mjmiller@uwyo.edu
Title/Name of Service/Contract	Purchasing Card, Travel Card, and Payables Program ($25MM)
Dates of Service/Contract:	2000 – Present

Reference Information (Prior Services Performed For:)	
Name of Reference Company/Client:	State of Missouri
Address of Reference Company/Client:	Harry S Truman State Office Building 301 West High Street Jefferson City, MO 65101
Reference Contact Person Name, Phone #, and E-mail Address:	Amanda Locke Statewide Card Program Manager OA Division of Accounting 573/ 751-0339 Amanda.Locke@oa.mo.gov
Title/Name of Service/Contract	State Purchasing and Travel Card Program ($70MM)
Dates of Service/Contract:	1998 to Present

Reference Information (Prior Services Performed For :)	
Name of Reference Company/Client:	Missouri State University
Address of Reference Company/Client:	901 S National Ave, Springfield, MO 65897
Reference Contact Person Name, Phone #, and E-mail Address:	Isaac Balasundaram 417-836-4670 IsaacBalasundaram@MissouriState.edu
Title/Name of Service/Contract	Purchasing Card Services ($18MM)
Dates of Service/Contract:	2002 Present

We believe listening is the key difference that sets us apart from the competition and allows us to be more responsive and connected to our customers when determining new and future products. Our brand promise, *Count on more,* is at the core of everything we deliver to our customers. Over the years, UMB has worked diligently to keep current on trends and services in the card business, new products like the Single Event Travel / SET card program, declining balance accounts, as well as emergency card programs, dedicated fuel, lodging, and transportation accounts, contract buying accounts, advanced technology, and ways to make your job easier because when it comes to customer experience, nothing is more important.

UMB will continue work to maintain a robust security model in all areas your card program touches. This means that payment networks, financial institutions, merchants and law enforcement that work together closely to protect the network. UMB will strive to make sure it is highly aware of technology to prevent increasingly well-funded criminals from stealing, selling and using sensitive cardholder data. This is an area that will likely include and use advanced technologies such as token service and bio-metrics.

Advanced payment technologies such as mobile payments and program administration tools, and cardholder tools and Visa Checkout will continue to become more prevalent in the commercial space. UMB through its' partnership with Visa Inc. will continue to grow global payments technologies with fast, secure and reliable electronic payments. Visa operates one of the world's most advanced processing networks — VisaNet — that is capable of handling more than 65,000 transaction messages a second, with fraud protection for your accounts and assured payment for your vendors. Visa's innovations, enable its financial institution customers like UMB Bank to offer its partners more choices.

Financial Stability

UMB Financial Corporation (Nasdaq: UMBF), a diversified financial holding company, announced GAAP earnings for the fourth quarter 2016 of $42.9 million or $0.87 per diluted share, compared to $41.9 million or $0.85 per diluted share in the third quarter 2016 (linked quarter) and $29.6 million or $0.60 per diluted share in the fourth quarter 2015. These results represent an increase of 2.4 percent on a linked-quarter basis and 44.8 percent compared to the fourth quarter 2015. For the year ended Dec. 31, 2016, GAAP earnings were $158.8 million or $3.22 per diluted share, an increase of 36.8 percent compared to $116.1 million or $2.44 per diluted share for the year-ended Dec. 31, 2015.

Net operating income, a non-GAAP financial measure which is reconciled to the nearest comparable GAAP measure later in this release, was $45.3 million or $0.91 per diluted share for the fourth quarter 2016, compared to $43.0 million or $0.87 per diluted share for the linked quarter and $34.2 million or $0.70 per diluted share for the fourth quarter 2015. These results represent an increase of 5.4 percent on a linked-quarter basis and 32.3 percent compared to the fourth quarter 2015. Full year 2016 net operating income was $166.5 million or $3.38 per diluted share, an increase of 34.9 percent compared to $123.4 million or $2.59 per diluted share for the full year 2015.

Earnings Summary – 4Q 2016

UMB

$ in thousands, except share and per share data; unaudited

	4Q'16	3Q'16	4Q'15	% variance vs. 3Q'16	% variance vs. 4Q'15
Net Interest Income	$ 131,456	$ 124,765	$ 114,454	5.4	14.9
Noninterest Income	116,330	121,948	112,599	(4.6)	3.3
Total Revenue	247,786	246,713	227,053	0.4	9.1
Noninterest Expense	186,324	179,783	182,080	3.6	2.3
Pre-Provision Net Revenue	61,462	66,930	44,973	(8.2)	36.7
Provision for Loan Losses	7,500	13,000	5,000	(42.3)	50.0
Income Before Taxes	53,962	53,930	39,973	0.1	35.0
Income Tax Provision	11,028	11,984	10,330	(8.0)	6.8
Net Income	**$ 42,934**	**$ 41,946**	**$ 29,643**	**2.4**	**44.8**
Earnings per share as reported - diluted	$ 0.87	$ 0.85	$ 0.60	2.4	45.0
Adjustments[1]	0.07	0.03	0.15	133.3	(53.3)
Tax impact of adjustments[1]	(0.03)	(0.01)	(0.05)	200.0	(40.0)
Operating earnings per share - diluted[1]	$ 0.91	$ 0.87	$ 0.70	4.6	30.0
Dividends per share	0.255	0.245	0.245	4.1	4.1
WASO (diluted)	49,616,121	49,284,280	49,066,566	0.7	1.1

(1) Non-GAAP adjustments include fair value adjustments on contingent consideration, acquisition expenses, non-acquisition related severance expense and one-time marketing agent termination costs. See non-GAAP reconciliations and further information on these items on slides 6 and 7.

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Earnings Summary – Full Year 2016

UMB

$ in thousands, except share and per share data; unaudited

	2016	2015	2014	% variance '16 to '15	% variance '15 to '14
Net Interest Income	$ 495,323	$ 412,067	$ 350,055	20.2	17.7
Noninterest Income	476,075	466,454	498,688	2.1	(6.5)
Total Revenue	971,398	878,521	848,743	10.6	3.5
Noninterest Expense	731,894	703,736	665,680	4.0	5.7
Pre-Provision Net Revenue	239,504	174,785	183,063	37.0	(4.5)
Provision for Loan Losses	32,500	15,500	17,000	109.7	(8.8)
Income Before Taxes	207,004	159,285	166,063	30.0	(4.1)
Income Tax Provision	48,203	43,212	45,408	11.6	(4.8)
Net Income	**$ 158,801**	**$ 116,073**	**$ 120,655**	**36.8**	**(3.8)**
Earnings per share as reported - diluted	$ 3.22	$ 2.44	$ 2.65	32.0	(7.9)
Adjustments[1]	0.25	0.24	0.64	4.2	(62.5)
Tax impact of adjustments[1]	(0.09)	(0.09)	(0.22)	-	(59.1)
Operating earnings per share - diluted[1]	$ 3.38	$ 2.59	$ 3.07	30.5	(15.6)
Dividends per share	0.990	0.950	0.910	4.2	4.4
WASO (diluted)	49,277,055	47,579,334	45,445,283	3.6	4.7

(1) Non-GAAP adjustments include contingency reserve expense, fair value adjustments on contingent consideration, acquisition expenses, non-acquisition related severance expense and one-time marketing agent termination costs. See non-GAAP reconciliations and further information on these items on slides 6 and 7.

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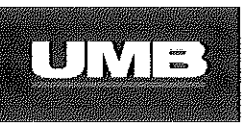
The 2016 annual report for UMB Financial Corporation can be viewed at the following link:
http://investorrelations.umbfinancial.com/FinancialDocs.aspx?iid=100473

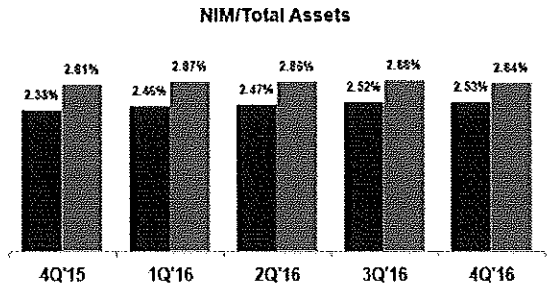
Select Balance Sheet Items

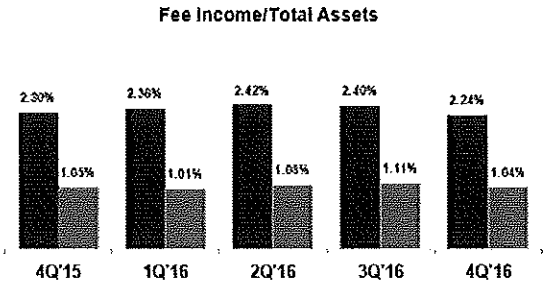


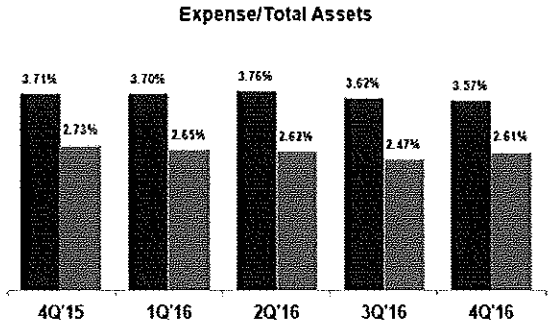
$ in thousands, average balances; unaudited

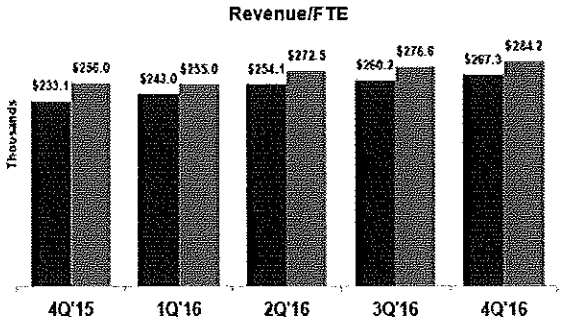
	Three Months Ended						% variance	
	December 31, 2016		September 30, 2016		December 31, 2015		vs. 3Q'16	vs. 4Q'15
	Avg Balance	Avg Yield / Rate %	Avg Balance	Avg Yield / Rate %	Avg Balance	Avg Yield / Rate %		
Assets								
Loans, net of unearned interest	$ 10,346,023	3.96	$ 10,181,819	3.86	$ 9,199,961	3.80	1.6	12.5
Total securities	7,637,539	2.26	7,659,731	2.08	7,401,671	1.99	(0.3)	3.2
Total earning assets	18,557,655	3.17	18,373,456	3.03	17,380,673	2.88	1.0	6.8
Allowance for loan losses	(91,833)		(86,368)		(78,906)		6.3	16.4
Total assets	**$ 19,920,438**		**$ 19,692,240**		**$ 18,755,557**		**1.2**	**6.2**
Liabilities and Shareholders' Equity								
Interest-bearing deposits	$ 9,552,701	0.21	$ 9,431,253	0.20	$ 8,528,207	0.18	1.3	12.0
Total interest-bearing liabilities	11,528,728	0.26	11,775,456	0.25	9,923,008	0.21	(2.1)	16.2
Noninterest-bearing demand deposits	6,193,787		5,690,838		6,734,309		8.8	(8.0)
Shareholders' equity	1,991,347		2,021,993		1,912,654		(1.5)	4.1
Total liabilities and shareholders' equity	**$ 19,920,438**		**$ 19,692,240**		**$ 18,755,557**		**1.2**	**6.2**
Net interest spread		2.91		2.78		2.67		
Net interest margin		3.00		2.87		2.76		

Profitability Metrics









UMBF Peer Median

A FOCUS ON QUALITY

UMB Financial Corporation (NASDAQ: UMBF) Credit Ratings as of 02/17/16

Credit Ratings	S&P	Fitch
Long-term Issuer	A- / Outlook Stable	A+ / Negative
Short-term/Commercial Paper	A-2	F1
Bank Individual	-	a+
Bank Support	-	5

Credit Ratings (Subsidiaries)	S&P	Fitch
UMB Bank, National Association		
Certificate of Deposit	-	AA-
Bank Individual	-	a+
Bank Support	-	5

UMB Corporate Overview

UMB Financial Corporation (Nasdaq: UMBF), founded in 1913, is a diversified financial services holding company aligned into three strategic business segments to best serve our customers and achieve long-term growth opportunities. Our multiple revenue streams give UMB added stability to endure economic cycles and fluctuations in financial markets. As we continue to grow, we recognize the need to enhance operational efficiency and reduce costs—a need which drives our commitment to implementing efficiency measures. We will continue to be focused on the needs of our customers, on the diversity of our business model and on our future. Our business model has proven that it works, and our organization is tuned up to execute on UMB's potential.

As of December 31, 2016 UMB Financial Corporation Fact Sheet

A full-service financial institution, UMB Financial Corporation (NASDAQ: UMBF) is a century-old financial institution delivering comprehensive banking, asset management, institutional asset management and payment solutions to commercial, institutional, and personal clients across the United States.

At UMB, the foundation of our business practices and culture remains the satisfaction of our clients, and we continue to make business decisions based on relationships—by doing what is right, not what is easy or popular. We navigate by our core principles of honesty and integrity to set the course for measured, steady and stable growth that our clients and communities can rely on.

The UMB Advantage

- **Commercial Card Services** – UMB is one of the top provider of Commercial and Purchasing Cards
- **Correspondent Card Issuance** – UMB provides card issuance to more than 250 community banks across the United States.
- **Affinity Card Partnerships** – UMB has more than 800 Affinity Card partnerships in the United States, from major not-for-profits to higher education and beyond.
- **Private Label Cards** – UMB provides private label solutions to many organizations including large convenience store chains and retail outlets.
- **Co-brand Solutions** – Major retailers and fueling stations rely on UMB's co-branded solutions to provide value and drive sales.
- **Health Spending Accounts** – UMB services 1.92 million health spending accounts, including Health Savings Accounts (HSAs), Flexible Spending Accounts (FSAs) and Health Reimbursement Arrangements (HRAs). UMB currently services 182,000 UMB HSAs totaling more than $279 million in account balances.
- **Innovation** UMB has provided innovative card programs to some of the largest and most respected state and local government entities for more than 40 years. Over the years, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach.

More than 40 years ago, UMB made a commitment to the Commercial Payments industry and currently provides a range of services in the following card areas:

UMB *is* a recognized leader in the Commercial Payments industry and the State will benefit from UMB's collective experience.

Commitment to Public Sector
Our success is based upon collaboration and integration with our customers and focuses on product innovation and process improvement. Presently, UMB's commercial card business is reflective of almost 50% public sector clients. The focus on this sector has been our hallmark and a source of pride since the inception of our card business and remains at the core of our future.

Experienced Program provider	• UMB has more than 40 years of card-issuing experience. • UMB processed over $1.4 billion in commercial card volume in 2014. • Experienced in issuing State government PCard programs since 1995
Program Management and Control	• Detailed transaction information is available. • Consolidated payment convenience. • Comprehensive on-line reporting solutions.
Fraud/Abuse/Misuse	• Real time neural technology to prevent fraud. • Program construction in alignment with the State and agencies' policies and procedures.
Global Program Acceptance	• Visa branded cards provide industry leading global acceptance.
Relationship Management	• Comprehensive implementation and relationship management team. • Executive leadership sponsorship and commitment to program success. • Cardholder training is provided at all levels and throughout all programs.

Section III Terms and Conditions

III. TERMS AND CONDITIONS

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

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda. These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal,
4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts with the following alternative comments. Any other UMB clients can be contacted by the State only with the consent of the client to UMB first due to privacy rules.

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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. Once intent to award decision has been determined, it will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB will not enter into any new sub contracts or subcontractor relationships for services as a result of a contract from this RFP. There will be no sub contracts or sub contractor uniquely created as a result of or assigned to this contract.

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, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. The State has the right to use its data in connection with the contract. The State does not have exclusive ownership of such data, however. UMB, as card provider, has a right to retain and use that data (subject to appropriate controls to ensure that the data is not used contrary to law or in violation of the State's rights). UMB is required to retain data generated under the contract by applicable law and Card Association rules. Individual Cardholders also have the right to transaction information on their cards. Privacy laws restrict what information can be "published" about individual travel cards, including personal credit information which is not available to the State. We provide some information in the form of guides, manuals, etc., and access to Visa tools to help our public entity card clients manage their card program. To the extent that those materials have copyrights, we can grant a sublicense to the State of Nebraska to use the materials for the duration of the contract, but we cannot give the State unlimited rights to use or provide the materials to persons that are not under a contract with UMB with respect to the card program.

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.
The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With certificate attachments following	UMB understands and accepts.

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder. [
If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. **WORKERS' COMPENSATION INSURANCE**
The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory LimitsAll States	Statutory State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. EVIDENCE OF COVERAGE

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

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

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

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

UMBFINA-01 TDOHERTY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
The Robert E Miller Group
6363 College Blvd., Suite 400
Overland Park, KS 66211

CONTACT NAME:
PHONE (A/C, No, Ext): (816) 333-3000 FAX (A/C, No): (816) 822-1641
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
UMB Financial Corporation
Mail Stop 1020407
1010 Grand Avenue
Kansas City, MO 64106

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			73200654	07/01/2016	07/01/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Auto Physical Damage			73200654	07/01/2016	07/01/2017	Deductibles	1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RFP#NST0120017Z1

CERTIFICATE HOLDER

State of Nebraska
Treasurer's Office State Capitol Building
Suite 2005
Lincoln, NE 68509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

7/1/2017

DATE (MM/DD/YYYY) 3/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Great Northern Insurance Company	20303
INSURER B : Federal Insurance Company	20281
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1426887 UMB FINANCIAL CORPORATION
ATTN: VIANNA SAGER
1010 GRAND AVE
MAIL STOP 1020407
KANSAS CITY MO 64106

COVERAGES (KC) CERTIFICATE NUMBER: 14571334 REVISION NUMBER: XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	35762813	7/1/2016	7/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	79813512	7/1/2016	7/1/2017	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP #NST012017Z1 NEBRASKA STATE TREASURER'S OFFICE STATE CAPITOL BUILDING, SUITE 2005 IS AN ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY COVERAGE, WHICH IS PRIMARY COVERAGE TO THE ADDITIONAL INSURED AND OTHER AVAILABLE INSURANCE WILL BE NON-CONTRIBUTORY AS REQUIRED BY CONTRACT. SUBROGATION RIGHTS ARE WAIVED IN FAVOR OF THE CERTIFICATE HOLDER AS RESPECTED TO WORKER'S COMPENSATION AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. ALL EVIDENCED PROVISIONS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

14571334
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln NE 68509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Karen Dilorio
Thomas McGee, L.C. 920 Main Street Suite 1700 P.O. Box 419013 Kansas City MO 64105	PHONE (A/C, No, Ext): 816-842-4800 FAX (A/C, No): 816-472-5018 E-MAIL ADDRESS: kdilorio@thomasmcgee.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Chubb National Ins Co*
INSURED UMBFI-1 UMB Financial Corporation Mail Stop 1020407 1010 Grand Avenue Kansas City MO 64106	INSURER B: Federal Insurance Company*
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 1030525056 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71742924 71742949 - SOUTH CAROLINA	7/1/2016 7/1/2016	7/1/2017 7/1/2017	X WC STATUTORY LIMITS / OTHER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RFP#NST012017Z1. Waiver of Subrogation applies on Work Comp for State of Nebraska as allowed by state law.

CERTIFICATE HOLDER

Nebraska State Treasurers Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln NE 68509

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. Following execution of the contract, UMB shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract. UMB will not enter into any new sub contracts or subcontractor relationships for services as a result of a contract from this RFP. There will be no sub contracts or sub contractor uniquely created as a result of or assigned to this contract.

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.
If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. It would be difficult to reasonably and fully grant the State the right to approve in advance any changes in personnel assigned to the contract. This restricts the Bank's ability to manage its work force and personnel assignments. Assignment of the "key" personnel, or any persons named in the proposal as being assigned to the contract can be monitored and changes requested by the State and considered by UMB when there has been a performance related issue that negatively effects the program. There will be no sub contracts or sub-contractor uniquely created as a result of or assigned to this contract.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.
The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.
In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB will not knowingly recruit or employ any State employee or agent who is known to have worked on this Proposal or project, or had any influence on the decisions affecting this Request for Proposal or project. The duration of this commitment terminates or ends with the termination or end of this contract.

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project

M. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

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

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

N. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

O. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB assumes this does not relieve the obligation to perform work under the existing contract.

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.

Q. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB retains the right to determine the credit quality of any third party and to set appropriate individual credit limits. Any entity that does not have a contract directly with us would need its own contract and credit approval to continue.

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

T. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

W. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB does not anticipate having care or custody of any State property in the performance of a contract resulting from this RFP.

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB respectfully requests that facsimiles are not used for notices under the contract. This method is not considered secure and is not a best practice. All notices should be considered delivered upon verification, not based on presumed delivery when possible.

Y. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

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

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB will retain the right to terminate individual cardholder accounts for events of default by the State or the cardholders. Although the State is not responsible for payment on the travel cards (since employees have individual liability), there is a cardholder agreement with UMB and default may give cause to UMB to want to terminate. For the State a failure of the State to perform other obligations under the agreement, failure to provide proper support for the program which is necessary for us to perform may give cause for termination. Cardholder accounts which are not paid or handled as agreed may give cause for termination of an account.

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract for any reason upon one hundred and eighty (180) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. If directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
   e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
   f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
   g. Contractor intentionally discloses confidential information in violation of the terms of the agreement. Generally, we have the right to release information to the extent necessary to perform services under the agreement, including to FDR, our processor, to Visa, and to merchants if related to a transaction with the cardholder. In addition, we have the right to release information necessary to resolve disputes regarding transactions, and to respond to Cardholder inquiries. We also have the right to release information in response to a subpoena or other legal process, to our regulators, to our auditors or legal counsel to the extent necessary to obtain advice, and in connection with a legal action to defend ourselves or to enforce our rights under the contract. ;
   h. Contractor has or announces it will discontinue support of the deliverable;
   i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
   j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. This requirement is largely irrelevant because the State is not financially liable on the Cards issued to the State employees.

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

BB. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

CC. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. The State has the right to use its data in connection with the contract. The State does not have exclusive ownership of such data, however. UMB, as card provider, has a right to retain and use that data (subject to appropriate controls to ensure that the data is not used contrary to law or in violation of the State's rights). UMB is required to retain data generated under the contract by applicable law and Card Association rules. Individual Cardholders also have the right to transaction information on their cards. Privacy laws restrict what information can be "published" about individual travel cards, including personal credit information. We provide some information in the form of guides, manuals, etc., and access to Visa tools to help our public entity card clients manage their card program. To the extent that those materials have copyrights, we can grant a sublicense to the State of Nebraska to use the materials for the duration of the contract, but we cannot give the State unlimited rights to use or provide the materials to persons that are not under a contract with UMB with respect to the card program. UMB recommends that deleting "one copy" from the requirement because due to data backups and storage it is difficult to guarantee how many "copies" are retained within data retention processes and procedures.

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.[
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

EE. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. UMB would appreciate that the requirement of a performance bond is removed since UMB is already performing the services described by this RFP and does not currently provide a performance bond.

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond will be an established dollar amount of $50,000. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		UMB/RS With comment	UMB understands and accepts with the following alternative comments. UMB respectfully requests that the amounts of damages created for failure to perform are limited to the lesser of "actual damages" subject to a maximum of the schedule of liquidated damages. At times, issues can occur such as delayed card issuances that are beyond the reasonable control of UMB and UMB cannot agree to unconditionally pay damages for failures when UMB has used its' best efforts to comply with the requirements of the State.

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.
In lieu of actual damages, the State and the Contractor shall agree to a schedule of fess for failure to perform certain requirements in any contract executed pursuant to this RFP. For clarification, these liquidated damages shall only be enforceable by and paid to the State, and shall not be enforceable by or paid to any individual account holder or participant hereunder.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

Standard	$ 500.00 per day
High	$1,000.00 per day
Critical	$2,500.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor fails to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the contractor or their agents (natural disasters, etc.)

1. Unresolved requirements
   a. All Standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.
   b. All critical category requirements will double in liquidated damages if not resolved within 24 hours after notification to the Contractor.

2. Individual Liability Travel Cards

   a. **Issuing cards:**
   Upon being notified by the Program Administrator that a card was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the

employee. If the cards are not expedited to the employee within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.
Category: Standard

b. **Failure to meet required Technical Requirements detailed in the RFP:**
Upon being notified by a Program Administrator by email that the Contractor has failed to meet mandatory Technical Requirements detailed in the RFP, the Contractor shall cure the situation within one business day after notification or pay liquidated damages until the Contractor is able to meet the required Technical Requirements.
Category: Critical

HH. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The State or the University will not be responsible for any payments to the Contractor. The employee will be personally liable for any and all charges incurred on their account. Employees must pay the entire balance due, as shown on their monthly statement. Finance charges will not be assessed until 60 days past the due date.

II. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

Invoices for payments must be submitted by the Contractor to the employee requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

JJ. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		UMB/RS Partial and With comment	UMB understands and accepts partially to the extent possible. Access to records kept by UMB related to this specific program will be available to the State. There will be no sub contracts or sub contractor uniquely created as a result of or assigned to this contract. The State will not have a right to audit records of UMB's service providers. UMB will not allow such audit access to include the right to audit payroll documents or time sheets at any time. UMB respectfully requests that the following requirement is deleted from **JJ Right to Audit**. *"If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor."* This requirement potentially creates an automatic penalty obligation of UMB with no limits and is beyond the control of UMB.

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts. The State shall have limited access rights. UMB will retain the right to exclude access to certain areas, and to otherwise limit access, in accordance with our standard policies and procedures, for the purpose of protecting the confidentiality of customer data and records, to protect our information security processes and procedures, etc. UMB will not enter into any new sub contracts or subcontractor relationships for services as a result of a contract from this RFP. There will be no sub contracts or subcontractor uniquely created as a result of or assigned to this contract. The State will not have the right to enter premises of any of the service providers of UMB.

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. All changes to the contract must be by mutual consent.

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.
Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. The State does not have exclusive ownership of such data, however. UMB, as card provider, has a right to retain and use that data (subject to appropriate controls to ensure that the data is not used contrary to law or in violation of the State's rights). UMB is required to retain and provide data generated under the contract by applicable law and Card Association rules. Individual Cardholders also have the right to transaction information on their cards. Privacy laws restrict what information can be "published" about individual travel cards, including personal credit information which cannot be disclosed to the State. Personal account payment records may be provided to credit reporting agencies according to UMB credit policy. UMB provides many procedures, forms and guidebooks to its' clients. To the extent that those materials have copyrights, we cannot grant complete confidentiality to the State of Nebraska to use the materials exclusively for the duration of the contract, and we cannot give the State unlimited rights to use or provide the materials to persons that are not under a contract with UMB with respect to the card program. The records of a cardholder's card transactions are not "agency records," they are bank records and a cardholder's records. Our disclosure of transaction information will be in accordance with our Privacy Policy, which is provided to each Cardholder. The UMB Privacy Policy Summary is provided as an exhibit to this RFP response.

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska

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UMB/RS		n/a	UMB understands and accepts.

and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal. If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comments. The State must comply with all licenses and restrictions contained in any software provided, and will not be indemnified for its failure to use the software or documentation in accordance with the licenses and instructions contained in the documentation.

1. **GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. **INTELLECTUAL PROPERTY**

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

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

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

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

5. **ALL REMEDIES AT LAW**
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		UMB/res	UMB understands and accepts with the following alternative comments. The Nebraska Technology Access Standards will need to be reviewed in detail by legal resources should a contract be awarded.

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

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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.

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comment. UMB Disaster recovery plans are considered highly confidential and are not available publicly. The UMB Business Continuity Planning (BCP) Department is responsible for coordinating business interruption preparedness throughout UMB Financial Corporation (UMBFC). The BCP Department reports administratively to the Company's SVP of MIS Infrastructure Services and reports quarterly to the Risk Committee of Company's Board of Directors. Business Continuity activities are subject to the review of the Company's Internal Auditors, reporting directly to the Audit Committee of the Board of Directors, and periodic review of external auditors and regulatory agencies. The BCP Department has established the overall framework for business interruption planning, documentation, testing and reporting for the Company. This includes the creation of a Business Impact Analysis to identify the critical processes and the technology needed to support them throughout UMBFC and a Risk Assessment to analyze specific threat types based on potential likelihood and potential impact to the institution, its customers, and the financial market it serves. Business Continuity also maintains the Company's Master Recovery Plan, which serves as the foundation and framework for business unit and technology contingency planning and recovery. A Corporate Crisis Management Team composed of key personnel from each major Line of Business within the Company has been established to expedite recovery support activities and provide oversight to the Business Continuity Program. As part of the overall Crisis Management program, the Marketing Communication Department maintains a formal Crisis Communication Plan. <u>BUSINESS UNIT RECOVERY</u> Every department throughout the Company is required to maintain a formal plan of how their business functions would recover from an interruption. Department resumption plans, which are collected in the Company's Enterprise Risk Management application, follow a standard format that requires critical business functions to be clearly defined and prioritized for recovery. Plans also contain information required during a recovery effort including vendor contacts, furniture, equipment, supplies, computer hardware, computer software, associate contact information and other information that would be needed during recovery. Every plan must be reviewed and updated at annually by managers who understand the business functions of their department. Each plan is reviewed and certified by managers including the Line of Business manager. The Commercial Card line of business would be able to initiate a full recovery of functions within 24 hours of an event. Card usage would not be interrupted for more than a very brief time.

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

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

YY. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

ZZ. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

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 newly hired employee.

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

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

The completed United States Attestation Form should be submitted with the Request for Proposal response.

Not applicable-UMB is neither a sole proprietorship or an individual

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		n/a	UMB understands and accepts.

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

CCC. POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
UMB/RS		With comment	UMB understands and accepts with the following alternative comment. For all agreements with the State, the cardholder applicants and potential political sub division participation, UMB will retain the right to credit qualify any such entity, establish separate credit limits, and the review for establishment of a separate contract with any such political subdivision pertaining to the program.

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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Technical Approach

The technical approach section of the Technical Proposal consists of the following subsections and responses:

a. Understanding of the project requirements;

UMB Bank has reviewed and fully understands the requirements of the State of Nebraska RFP # NST012017Z1 and related documents for the Statewide Contract for an Individual Liability Travel Card Services program, and the Standard Contract Terms and Conditions to the extent possible.

UMB is pleased to present a comprehensive proposal for the Statewide Contract for a Business Travel Card Program Services consisting of Individual Liability Travel Card services for the State of Nebraska agencies, universities and all other governmental entities and political subdivisions associated. UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as the current provider and proposes to use our capabilities which will provide a streamlined and efficient structure to meet the State's immediate and long term goals. The proposal includes an overview of our capabilities in accordance with the requested services and an outline of our corporation.

The fundamentals of UMB's proposal offering are as follows:

- A program that facilitates the payment of travel expenses and provides the monitoring and reconciliation of transactions, which streamlines the program administration for the needs of various participants
- A program that maximizes control and minimizes risk.
- A program that leverages the most efficient technology for handling daily activity and monitoring transactions.
- A program built in collaboration and tailored for the State based upon a comprehensive review of the process requirements.

UMB's comprehensive offering is accomplished by:

- Leveraging an expansive dedicated client relationship team to ensure program goals are achieved, as well as make recommendations for further program enhancement rooted in industry best practices
- Ensuring program effectiveness by leveraging an experienced back-office team with more than 40+ years of experience in card-based solutions
- Employing a project management team to understand program requirements and create significant program milestones to ensure implementation and on-going program satisfaction
- Coupling accessibility to assigned representatives and leadership support.
- Demonstrating accessibility, flexibility and nimbleness with extended call center after hours.

UMB's solution provides the following specific benefits:

- An easily administered program with on-line management tools.
- A comprehensive, yet user-friendly, cardholder platform to maximize program adherence and compliance.
- Full range of fraud prevention measures to control program abuse or miss-use.
- A dedicated team focused on continuous program improvement and overall satisfaction.

b. Proposed development approach;

Commitment to the State of Nebraska

At UMB we built our product offering and solutions based on the understanding that each client and program is different. We believe this is our key differentiator to offer the State. UMB is committed to delivering solutions tailored to meet the needs of our clients, not "off the shelf" products. We have built and will continue to maintain a flexible solution specifically designed for the State's unique needs. Based on the requirements presented in this proposal, UMB is well positioned to continue to service the State as illustrated below:

State of Nebraska Program Objectives	The UMB Value Proposition
1) Expand usage of Travel Card program to State agencies as an alternative to ACH and State Treasury warrants for payment of State travel expenses	• UMB will provide assistance in the vendor review efforts along with the State and the agencies to support this goal. • UMB has tools that allow for the vendor identification and strategy development for travel expense monitoring • UMB's commitment to the State through availability provides an effective growth opportunity.
2) Utilize State service provider to offer multiple levels of non-state government entities/political subdivision to benefit from the collective volume for higher rebate	• UMB provides consortium-based pricing. • UMB will promote the State's program to all levels of government. • UMB will assign a dedicated resource to the State to help with on-going program administration to include program growth. This individual will be responsible for coordinating with the State and agencies to expand the use of the program as necessary.
3) Partner with current and emerging technology provider and leading service provider in the industry	• UMB has a product management team focused on the identification and development of leading card-based solutions. • UMB's best practice identification is designed from industry trade shows, membership and certification in professional organizations, speaking bureaus, client forums and client advisory councils to inform and influence new learning and development.
4) Access to transaction reporting as required by the card programs, Program Administrators, and other entities using services under this RFP	• Annual reviews can be provided to all programs utilizing cards with the State. • Agency and cooperative participant centered reporting for business unit performance review • Participation in the Palmer and Gupta annual benchmark study (every other year)

- Technical considerations; including Form A.2

ATTACHMENT

A FORMS

Request for Proposal Number #NST012017Z1

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

Forms A.1 – A.4 are to be included as part of the Technical Approach.

Forms A.3 is to be submitted as the Rebate Proposal using Form A.4 to assist in the calculations.

Form A.1: Mandatory Project Requirements

Form A.2: Technical Proposal Requirements

Form A.3: Rebate Proposal

Form A.4: Rebate Proposal Information

FORM A.1

Mandatory Project Requirements

Request for Proposal Number NST012017Z1

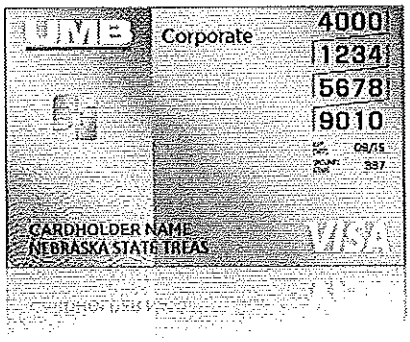
Please answer the following three mandatory questions with a check mark after the appropriate response. Any "No" answer will eliminate the bidder from further evaluations.

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

Yes √ No____ **Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.**

Yes √ No____ **Bidder must have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size.**

FORM A.2

	Technical Proposal Requirements
1.1	Does the bidder understand cards issued under this program shall be individual pay cards? Yes √ No_____
1.2	Does the bidder understand that Cardholders are individually liable for balances due and management of their cards? Yes √ No_____
1.3	Does the bidder understand that the cardholder's employer (neither the State or the University) will ever be liable for the charges on the credit card? Yes √ No_____
1.4	Can the bidder manage one program to allow the employee to use their card to get cash at an ATM, while another program does not allow it? Cash services will not be considered a standard feature of this proposal, and will be made available only available on a rare exception basis. Yes √ No_____
1.5	Does the bidder agree that the credit card issued will be a branded card issued by a national card company? Yes √ No_____ The bidder shall detail the card branding and include a copy of the card design. UMB will offer two lines of embossing/imaging on the front of the card, with the first line of embossing displaying the name of the cardholder, and the second (optional) line displaying an agency name, department name, or any other specific phrase designated by the program administrators – such as "Sales Tax Exempt". Each line of embossing can have up to 21 characters. 

FORM A.2 (CONTINUED)

1.6	Bidder agrees that 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. Yes √ No_____
1.7	Is the card that the bidder proposed accepted nationwide? Yes √ No_____ If no, please explain where it is not accepted.
1.8	Is the card accepted internationally? Yes √ No_____ If no, please explain where it is not accepted.

1.9	Does the card have CHIP capabilities? Yes √ No_____
1.10	Can the bidder block any merchant class codes as requested by the Program Administrator? Yes √ No_____
1.11	Can the card be embossed with the employee and the employer name? Yes √ No_____
1.12	Can the bidder provide a toll-free customer service line to service Individual Liability Travel cardholders? Yes √ No_____
1.13	Are the customer service lines available 24 hours a day, 365 days a year? **Limited functions** Yes √ No_____

1.14	**Bidders must detail the types of inquires handled by their customer service representatives.** UMB Client Care call center representatives, Program Advisor account managers and product specialists are available in addition to a number of solutions from online tools for cardholders, to personalized customer service in the Call Center and Product Team. UMB Bankcard Center provides toll-free customer service for lost/stolen cards reporting, merchant category code reviews, credit limit reviews, new card requests, billing inquiries and disputes, and cancellation of cards. Specially trained Commercial Account Service Analysts are available in the Kansas City headquarters at the UMB Card Center Monday through Friday from 7:00 AM to 6:00 PM Central Standard Time, to handle all inquiries and assist cardholders and TBR coordinators. The UMB Card Center observes the traditional federal bank holiday schedule. UMB also provides automated telephone service and domestic and international toll-free/collect call emergency service 24 hours-a-day, 365 days per year through Visa to assist cardholders with lost/stolen card reporting and balance inquiries. When e-mail is appropriate, and convenient to the program coordinators, any service issue can be sent electronically and it will receive prompt and immediate attention.

1.15	Customer Service Representatives shall be competent, qualified, trained, and able to communicate effectively to accomplish the purposes of this Contract. The bidder shall detail its Customer Service capabilities address each item identified above. The Commercial Card Client Care Team is staffed with specially trained Commercial Account Service representatives are available toll-free Monday through Friday from 7:00 AM to 8:00 PM CST and on Saturday from 8:00 AM to 5:00 PM to handle all inquiries and assist your cardholders. The Kansas City based UMB Bankcard Center provides toll-free customer service for lost/stolen card reporting, merchant category code changes, credit limit changes, new card requests, billing inquiries and disputes. UMB also provides toll-free emergency service 24 hours-a-day, 365 days per year to assist cardholders with lost/stolen card reporting. 24/7 web access to accounts is available for administrators to review for account changes and to access account transaction information and payment history. The UMB Client Advisor Team is available to program coordinators Monday to Friday from 7:00 am until 6:00 pm CST for program level matters. The State assigned UMB Client Advisor representatives of the team will be the primary point of contact for all day to day matters pertaining to the on-going program. UMB has assigned a team of skilled representatives who will coordinate the ongoing initiatives to grow and to continue the success of the State of Nebraska program. The team will work with the State to develop the periodic review of the program account experience, to check the status of any projects, verify the features through the card program manager at the State program. UMB provides direct telephone and email access to these skilled representatives for account maintenance functions in addition to online systems for review administration by the State.
1.16	Is the bidder able to ship cards within five days of the employee's approved application? Yes √ No_____ If no, please explain.
1.17	The bidder shall detail its process to replace a lost or stolen credit card. Lost or stolen cards should be reported to UMB Bank Card Center security department immediately by calling the toll-free number 24 hours a day, seven days a week by the cardholders or the program administrator. The cardholder should be required to report the loss of the card to the agency program administrator and to anticipate the delivery of a replacement account and card. The account will be closed immediately and a new account number and card will be issued in less than 48 hours and delivered within 5 to 7 business days.

1.18	**The bidder shall detail the requirements of the cardholder in relation to this program, available credit lines (depending on the contractor's credit approval process), cardholder terms and conditions, the card issuance and reissuance process. The bidder shall include a sample cardholder enrollment form (application form), other cardholder materials, and the card carrier accompanying the issued card in its RFP response.** For Individual Liability Travel Cards, 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, will evaluate the personal credit history and credit score 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 Agency or cooperative entity intranet website. The required application form will be developed to meet the needs and approval of the State of Nebraska program administrator. The issuance of an individual account on the State Agency or cooperative entity business travel card program requires the potential cardholder first obtain approval from the respective program administrator at the organization for which they are employed. The application form which will be agreed upon by the State Agency or cooperative entity and UMB will be completed and signed by the employee requesting consideration and mailed or emailed to UMB. The credit evaluation is based on each applicant's personal credit credentials, and if approved the individual cardholder is liable for the amounts on the travel card. Credit review is based on the information provided by the applicant and institution on the completed application as well as a consumer credit report with credit score obtained from one of the appropriate national credit reporting agencies. UMB will use its best efforts to approve the maximum number of applicants and will develop mutually acceptable card limits and requirements. Many sponsored programs offer limits usually starting in the $2,000 to $3,000 range, but it is best practice to set limits close to the appropriate travel expense levels. Properly prepared and complete account applications will be reviewed and decision within 5 working days after receipt. Cards are mailed usually within 3 to 5 days of approval. When an application cannot be approved the employee/applicant will be sent a letter of decline explaining the credit review process used, which credit reporting agencies were used in the evaluation, and the reason for decline. When low credit scores and derogatory credit history are the primary decline reason for decline, by law, UMB will not discuss the turndown reason with any person other than the applicant.

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

04/2012

APPLICANT INFORMATION		
Applicant Name (first, middle, last)		Email Address
Home Address		Social Security Number
City/State/Zip		Home Telephone Number ( )
Employer /Agency-Department Name		Position/Title
Gross Annual Income	Years There	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.	
BILLING ADDRESS IF OTHER THAN LISTED ABOVE	

EXECUTIVE DIRECTOR OR DESIGNEE APPROVAL: _____	Estimated Monthly Spending $_____
STATE TRAVEL OFFICE AUTHORIZED APPROVAL _____	Hierarchy _____

APPLICATION AND AGREEMENT

Applicant applies to UMB Bank,n.a., Kansas City, MO, 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 State of Nebraska, certain information about you and your use of the account will be supplied to your employer. By signing below, you consent to issuer sharing information you provide on your application and information about your account with your employer and agree to use account, if issued, for official travel expenses only as authorized by the Nebraska State Travel Policy. Applicant agrees that unless they write to UMB Bank, n.a., to P.O.Box 410435, Kansas City, Missouri 64141-0389, UMB Bank, 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 Application to: STATE TRAVEL OFFICE,

1.19	The bidder shall detail the statement options available to the cardholder. The bidder shall provide a sample statement. UMB will submit an itemized monthly statement for each account on the date of each month that is acceptable to the State or participating entity. The distribution of the statements is defined by each agency and will be customized to meet each agency's different needs. Statements are available in both paper and electronic formats and on a date that is chosen by the Agency. UMB recommends that all cardholder account transactions are billed individually based on card account number. Electronic statement notification options are made available to the cardholders and have activated the option to enroll themselves for the delivery of electronic statements through CommercialCardCenter.com Cardholders will be messaged with an email notification sent to remind them that the statement is ready. The cardholder then logs into the system using their unique username and password to view and/or print their statement or to save the statement locally as a *.pdf document. Statements are available both as mailed statement documents, for electronic statement notices, or both and are like images whether mailed paper or electronic.

UMB

Card Services
PO Box 875852
Kansas City MO 64187-5852

Clayton Cardholder
1234 Grand Street
Kansas City, MO 64106

[redacted]34000508 0000000 0000000

Summary of Account Activity		
Previous Balance	$	0.00
Payments	-	0.00
Other Credits	-	0.00
Purchases/Debits	+	0.00
Cash Advances	+	0.00
Finance Charges	+	0.00
New Balance		0.00
Credit Line		10,000.00
Available Credit		9,990.00

Payment Information	
Statement Closing Date	06/03/15
New Balance	0.00
Minimum Payment Due	0.00
Payment Due Date	06/29/15
Past Due Amount	0.00

PAYMENT ADDRESS
CARD SERVICES
PO BOX 875852
KANSAS CITY, MO 64187-5852

BILLING INQUIRIES AND
LOST/STOLEN CARDS
866-814-8114
816-843-2010 IN KANSAS CITY

CARD SERVICES
PO BOX 419714
KANSAS CITY MO 64141-6754

Transaction Information

Transaction Date	Posting Date	Reference Number	Description of Transaction or Credit, Payment, Charge and Merchant name (if applicable)	Amount
05/05	05/07	[illegible]	[illegible]	[illegible]
05/02	05/03	[illegible]	AMAZON MKTPLACE PMTS AMZN.COM/BILL WA	202.48
05/08	05/09	[illegible]	[illegible]	[illegible]
05/08	05/09	[illegible]	[illegible]	[illegible]
05/08	05/14	[illegible]	[illegible]	[illegible]
05/07	05/10	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/06	05/12	[illegible]	[illegible] SHAWNEE MO	[illegible]
05/04	05/05	[illegible]	[illegible]	[illegible]
05/04	05/05	[illegible]	[illegible]	[illegible]
05/07	05/11	[illegible]	[illegible]	[illegible]
05/07	05/12	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/03	05/07	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/02	05/04	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/03	05/05	[illegible]	[illegible]	[illegible]
05/07	05/11	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/01	05/03	[illegible]	[illegible] KANSAS CITY MO	[illegible]
05/03	05/03	[illegible]	TOTAL PURCHASES $4,[illegible]	[illegible]
			TOTAL $0.00	

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Subject to Interest Rate	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
Purchases	0.00	0.00	0.00

1.20	The bidder shall detail their process to convert current employees to the new credit card, if needed. We know that the State understands that there are inherent risks in making a program conversion of this scale and magnitude. In order to keep the program moving smoothly and to experience no conversion pain or incur transition expense, UMB, as the current card issuer for the State, is in a unique position to eliminate the complications of a long and complex conversion. Retaining your relationship with UMB will allow the State to begin immediately focusing on continuing a successful program and monitoring for program growth opportunities.
1.21	Does the bidder agree no annual fee will be charged to the employee for their credit card? Yes √ No_____
1.22	Does the bidder agree that a 25 day grace period, after the due date with no interest will be allowed for the employee? This would allow the employee time to submit their expense report and the employer time to reimburse the employee. Yes √ No_____
1.23	Does the bidder agree that finance charges will be assessed in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 through §81-2408? Yes √ No_____
1.24	If the employee leaves employment, the employee will be asked to return their card to their employer. Does the bidder understand this requirement? Yes √ No_____
1.25	Does the bidder agree that employees anticipate on spending at a minimum of $300 annually? Yes √ No_____ If no, please explain.

• Detailed project work plan;

UMB Bank is willing to enter into a contract with the State and have the ability to perform under the terms and conditions of any contract awarded.

UMB Bank has reviewed and fully understands and agrees to the requirements of the State of Nebraska RFP# NST012017Z1 for the Statewide Contract for an Individual Liability Travel Cards. UMB can fulfill the Mandatory Minimum Requirement/Qualifications requirements specified and is willing to enter in to an agreement with the State to provide the services requested under the terms and conditions set forth.

UMB has the ability to perform the services in connection with the business travel account and business travel card services and is willing to enter into an agreement with the State

UMB Bank has the ability to provide administrative services in connection with the individual liability business travel card services.

UMB Bank is proud to offer the State of Nebraska agencies, universities and cooperative entities a VISA branded business travel account program. While carrying the VISA brand, the cards and the accounts established for central travel will be accepted at greater than 30 million vendors worldwide. With the cards issued by UMB Bank, the account holder can use the card for transactions in which the card is present, the transaction takes place over the internet, or the transaction is made over-the-phone. The Visa card is accepted at most major airlines, hotels and restaurants around the world. While no card brand can promise universal acceptance, Visa is the worldwide leader in acceptance with more accepting merchants worldwide than any other brand.
UMB has a proven record of successful service in providing State Agency or cooperative entity with administrative services in connection with the current successful Travel Card program.
UMB is pleased to present a comprehensive proposal for the Individual Liability Travel Card services for a State Agencies, Universities or participating cooperative entities. We feel that our capabilities provide a streamlined and efficient structure to meet the immediate and long term goals. The proposal includes an overview of our capabilities in accordance with the requested services and an outline of our corporation

Multiple options for billings are available from individual account billings and detail for individual itemized billings for each separate account for informational purposes. UMB is able to provide one itemized monthly report of transactions to the State Treasurer for all charges against the accounts for transactions and is also able to provide individual itemized billings for each separate account to the cardholders for expense payment reconciliation. As a full service Commercial Card issuer, UMB is able to offer various solutions to meet the State of Nebraska's needs. UMB would be happy to discuss its' capabilities for these services at State Agency or cooperative entity's convenience.

The fundamentals of UMB's proposal offering to the State Agencies, Universities or cooperative entity are as follows:

- A program that can facilitate the payment of travel related expenses by employees
- Allows for monitoring and reconciliation of all card transactions, and streamlines the program administration for the needs of various participants
- A program that maximizes control and minimizes risk.
- A program that leverages the most efficient technology for daily activity and monitoring transactions.
- A program built in collaboration and developed to meet the specific needs of the State Agency or cooperative entity.

UMB's solution provides the following specific benefits:

- An easily administered program with on-line account tools.
- A comprehensive, yet user-friendly, cardholder/user platform to limit transactions by amount and type and supplement compliance with expenses policies.
- Full range of fraud prevention measures to control program abuse or miss-use.
- A dedicated team focused on continuous program improvement and overall satisfaction

UMB's solution provides the following specific benefits:

- An easily administered program with on-line management tools.
- A comprehensive, yet user-friendly, cardholder/user platform to maximize program adherence and compliance.
- Full range of fraud prevention measures to control program abuse or miss-use.
- A dedicated team focused on continuous program improvement and overall satisfaction

UMB Bank is proud to offer the State of Nebraska or cooperative entity a VISA branded business travel account program. While carrying the VISA brand, the cards and the accounts established for central travel will be accepted at greater than 30 million vendors worldwide. With the cards and accounts issued by UMB Bank, the account can use the card for transactions in which the card is present, the transaction takes place over the internet, or the transaction is made over-the-phone. The Visa card is accepted at most major airlines, hotels and restaurants around the world. While no card brand can promise universal acceptance, Visa is the worldwide leader in acceptance with more accepting merchants worldwide than any other brand.

UMB has a proven record of successful service in providing State of Nebraska Agencies and cooperative entities with administrative services in connection with the current successful Individual Liability Travel Card program.

Individual Liability Travel Cards Application Process

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 electronically as needed or as a fill and print that can be placed in the State Agency or cooperative entity intranet website. The required application form can be developed to meet the needs and approval of the State of Nebraska program administrator.

The issuance of an individual account on the State Agency or cooperative entity business travel card program requires the potential cardholder first obtain approval from the respective program administrator at the organization for which they are employed. The application form which will be agreed upon by the State Agency or cooperative entity and UMB will be completed and signed by the employee requesting consideration and mailed, faxed or emailed to UMB. The credit evaluation is based on each applicant's personal credit credentials, and if approved the individual cardholder is liable for the amounts on the travel card. A credit review will be conducted on every application and is based on the information provided by the applicant and institution on the completed application as well as a consumer credit report with credit score obtained from one of the appropriate national credit reporting agencies.

UMB will use its best efforts to approve the maximum number of applicants and will develop mutually acceptable card limits and requirements. Approval of applications is UMB's sole discretion. Many sponsored programs offer limits usually starting in the $2,000 to $3,000 range, but it is best practice to set limits close to the appropriate travel expense levels. Properly prepared and complete account applications will be reviewed and decision within 5 working days after receipt. Cards are mailed usually within 3 to 5 days of approval. When an application cannot be approved the employee/applicant will be sent a letter of decline explaining the credit review process used, which credit reporting agencies were used in the evaluation, and the reason for decline. When low credit scores and derogatory credit history are the primary decline reason for decline, by law, UMB cannot discuss the turndown reason with any person other than the applicant.

Pre-assigned limits and approved purchases on the UMB Bank Visa Travel Card accounts can be restricted by authorization profiles at the point-of-sale via the transaction limitations, a few of which are listed below:

- Single dollar limit per transaction
- Number of authorizations/transactions per statement cycle and per day
- Account billing cycle limit amount
- Authorizations tied to a master Company or Department limits
- Blocking/Inclusion by supplier type (merchant category code) and by vendor name (such as travel only profiles)
- Cash advances through Automated Teller Machines and at participating financial institutions will be only enabled on a limited basis, otherwise the cash capability is disabled entirely.

Reports

UMB uses standard, adhoc reports, and user developed reports from the optional Visa IntelliLink Spend Management. Reports which can be provided for Individual Travel Card Program Reporting. Access to account information for reporting and compliance is available for a minimum of 25 months history. Detailed reports for all account types, by program or by campus/institution are available on a scheduled quarterly basis or whenever information is required from these powerful online reporting processes. Flexible reporting provides all users with the ability to view and instantly download reports in a variety of formats such as Excel (.xls), Adobe PDF, CSV, Tab Delimited, and OFX.

Reporting can be developed for regular access online via the web or generated on an agreed upon interval and sent directly to the State of Nebraska or the cooperative agency. UMB will work with the State of Nebraska or cooperative entity to provide travel card services and to issue account reporting based upon the unique needs and specifications for each of the State of Nebraska agencies or cooperative entity.

Past due balances may affect usage the issued business travel accounts. Accounts greater than 75 days past due will experience declined transactions until payments sufficient to cure the delinquent status are made. Once the payment brings the past due amounts current the temporary suspension will be released in most cases. For accounts that are substantially delinquent or abused habitually, permanent cancelation of the account may be considered by UMB.

UMB is able to offer a variety of reporting options at the program, organization, card account, and cardholder levels for travel card accounts.

CommercialCardCenter.com can provide the State of Nebraska or cooperative entity access to CommercialCardCenter.com which allows an Agency level administrator or cardholder to view accounts online and retrieve monthly statements. CommercialCardCenter.com access is a self-enrolled service for the individual cardholder to access to their respective statements and information regarding their accounts. Cardholder transaction information can be downloaded into a format for use in spreadsheets. The day following the monthly statement date, an email notification will be sent to the cardholder to notify them that their statement is ready to view with a link to the website. By going to the Statements page within CommercialCardCenter.com website, the cardholder or an administrator can view and/or print their electronic statement which closely resembles the standard paper statement.

Many important travel benefits will assist your traveling employees, when travel expenditures are paid with a qualifying card, such as:

- $500,000 Common Carrier Travel Accident Insurance
- Emergency card, cash, or ticket replacement
- Primary Coverage Auto Rental Collision Damage Insurance
- Receive auto coverage for damage due to collision or theft. To activate the coverage, complete the entire rental transaction with your eligible Visa card and decline the rental company's collision damage waiver (CDW) coverage if offered by the auto rental company.

24 hour/day Travel and Emergency Assistance Center will put travelers in touch with the appropriate emergency services should the need arise. Here are some of the ways we can help:

- Emergency Message Service can record and relay emergency messages for travelers, immediate family members, or business associates. *NOTE: Visa will use reasonable efforts to relay emergency messages in accordance with benefit guidelines and limitations, but cannot take responsibility for the failure to transmit any message successfully.*
- Medical Referral Assistance provides medical referral, monitoring, and follow-up. The Benefit Administrator can give you names of English-speaking local doctors, dentists, and hospitals; assign a doctor to consult by phone with local medical personnel, if necessary, to monitor your condition, keep in contact with your family, and provide continuing liaison; and help you arrange medical payments from your Visa Business or personal account. *NOTE: All costs are your responsibility.*
- Legal Referral Assistance can arrange contact with English speaking attorneys and U.S. embassies and consulates if you're detained by local authorities, have a car accident, or need legal assistance. In addition, the Benefit Administrator can coordinate bail payment through a transfer of funds from your Visa Business or personal account. The Benefit Administrator can also follow up to make sure bail has been properly handled. *NOTE: All costs are your responsibility.*
- Emergency Transportation Assistance can help you make all the necessary arrangements for emergency transportation home or to the nearest medical facility. This even includes arranging to bring your business associates home and staying in contact with family members or employers. In the case of a death, the Benefit Administrator can make arrangements to repatriate the remains. *NOTE: All costs are your responsibility.*
- Emergency Ticket Replacement helps you with the carrier's lost ticket reimbursement procedures if you should lose your ticket and can arrange delivery of a replacement ticket to you. *NOTE: All costs are your responsibility.*
- Lost Luggage Locator Service can help you through the common carrier's claim procedures or can arrange shipment of replacement items if an airline or common carrier loses your checked luggage. The Benefit Administrator can also arrange a cash advance with UMB as the Visa issuing bank. *However, you are responsible for the cost of any replacement items shipped to you.*
- Emergency Translation Service provides telephone assistance in all major languages and helps find local interpreters, if available, when you need more extensive assistance. *NOTE: All costs are your responsibility.*
- Prescription Assistance and Valuable Document Delivery Arrangements can help you get prescriptions filled or replaced, subject to local laws, and can even arrange pickup and delivery of prescriptions filled for you at local or nearby pharmacies. It can also help transport critical documents which you may have left at your business or elsewhere. *NOTE: All costs are your responsibility.*
- Pre-Trip Assistance can give you information on your destination before you leave—information such as ATM locations, currency exchange rates, weather reports, health precautions, immunizations, and required passport visas.
- Call the Benefit Administrator at 1-800-847-2911 any hour of the day or night.
- Cardholders and travelers may take advantage of these special emergency services when their travel is paid for with a Nebraska program account.
- UMB can provide an emergency card replacement when necessary. A minimum of one business day up to 3 business days is required to facilitate such a replacement. The best process is to rush the card directly to the State, the State Agency or the cooperative entity program coordinator who can provide it to the cardholder at the best known address. This method is the most successful method for replacing a card in a travel emergency event. Call one of our toll-free numbers if outside the United States..

Deliverables and due dates.

UMB Bank's proposal offers a flexible solution that continues to build on the experience we have gained as the current provider and proposes that our capabilities will provide a streamlined and efficient structure to meet the State's immediate and long term goals. The proposal includes an overview of our capabilities in accordance with the requested services and an outline of our corporation. No immediate changes would be required to continue with the current format, focus would be placed on opportunities to enhance the program at the State's discretion.

UMB is proud to have been the current program issuer for the State of Nebraska. During this time, we have worked to understand the State Travel Card program, and continued with processes as needed to meet the demands. Listening to our clients and putting their needs into action is what you have come to expect from UMB. We are able to boldly make these types of statements because we have the financial strength and the unwavering commitment to be the best program for the State. In order to keep the program moving smoothly and to experience no conversion pain or incur transition expense, UMB, as the current card issuer for the State, is in a unique position to eliminate the complications of a long and complex conversion. Retaining your relationship with UMB will allow the State to begin immediately focusing on continuing a successful program and monitoring for program growth. UMB is prepared to continue to offer the State a competitively priced program to position the State to benefit from its growth objectives.

Ron Sager will continue to be the Account Executive and primary point of contact for the State of Nebraska card program for all matters. UMB's program offering not only includes a dedicated representative for the card based solutions but it also comes with a dedicated team of industry specialists, investments in new technology and executive –level commitments from our Chairman and the Executive Leadership Team. We look forward to the opportunity for a continued relationship with the State of Nebraska.

Deliverables

The winning bidder shall provide documentation 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 III Terms and Conditions. This information can be included as a separate tab/section labeled "Deliverables" along with the bidder's proposal. The bidder understands that alternative terms and conditions may be rejected by the State.

- **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 must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.
  - The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

  UMB understands and agrees.

- **OFFICE LOCATION**
  - The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

  UMB will provide account management, call center, cardholder services, and all other service from its' offices located at 1010 Grand Boulevard, Kansas City, Missouri.

- **RELATIONSHIPS WITH THE STATE**
  - The bidder shall 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 shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
  -

  State of Nebraska – Current Banking Relationship Review-other services
    - **Construction/Perm Bond Financing**
    - **Bond Trustee and Paying Agent**
    - **Investment Management**
    - **Short Term Investment Strategy**
    - **Long Term Investment Strategy**
    - **Deposit Accounts with TM Services**
    - **Custody**
    - **Fund Accounting**

- **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.

  No such relationship is known to exist or to have existed at a previous time.

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

No such relationship is known to exist or to have existed at a previous time.

- 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.

No such termination is known to exist in process or to have existed at a previous time.

  - 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.

No such termination is known to exist in process or to have existed at a previous time.

  - 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.

No such termination is known to exist in process or to have existed at a previous time.

- **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

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

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

The bidder shall 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 must not be longer than three (3) pages. Resumes shall 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.

Ron Sager will continue to provide the services related to the State of Nebraska card program.

Proposed Project Manager-State of Nebraska
PROJECT MANAGEMENT SUMMARY Professional Experience

Name and Title of Position: ***Ron Sager, Senior Vice President Commercial Payments Solutions***	
Position Description for this Project:	***Project Manager of the State of Nebraska Card services program. As a lead position in UMB's Commercial Card Team, Ron will remain a key figure in the overall service, development, optimization, and technology planning for the program.***
Professional Affiliations	***National Association of Purchasing Card Professionals (NAPCP)***
# of years experience in area of service proposed to provide:	***35+***
Relationship to UMB.	***Ron has been with UMB for 35+ years, all being in the Card Services department.***
✓ Purchasing Card operations for Governmental Agencies	***Ron developed the first Purchasing Card program at UMB beginning in 1995. Since then, UMB's primary focus in the purchasing and commercial card market has been with governmental agencies, with Ron managed the implementation of five (5) state purchasing card programs and many city, county, public school district, and university programs throughout the Midwest. Ron has been and remains very involved in the implementation and growth of UMB's large governmental programs.***
✓ Travel Card operations for Governmental Agencies	***Ron has developed UMB's Business Travel Card programs with seven (7) State programs since 2000. Ron has created all of UMB's processes, payment terms, and materials to specifically meet the needs of each of the State's programs.***
✓ Describe the ongoing duties/role proposed herein:	***Ron is currently the Account Executive for the State of Nebraska card program. As a lead position in UMB's Commercial Card Team, Ron will remain a key figure in the overall design, service, development, optimization planning, for growth of State, University, City, County and School District card programs.***

- SUBCONTRACTORS
-

If the bidder intends to Subcontract any part of its performance hereunder, the bidder must 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.

There will be no sub contracts or subcontractor relationships uniquely created as a result of or assigned to this contract.

- **REBATE PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Rebate Proposal on Form A.3. The bidder must submit the Rebate Proposal in a separate section as specified in the RFP from the Technical Proposal section.

The bidder must submit a firm, percentage rebate based on the transaction purchases listed on Form A.4 and address the following options:

a. Yearly retail transaction rebate;

State of Nebraska Rebate Table

	Tiers			
	Volume			Rebate Level
Level 1	$0	to	$99,999	0.00%
Level 2	$100,000	to	$349,999	0.32%
Level 3	$350,000	to	$999,999	0.52%
Level 4	$1,000,000	to	$1,499,999	0.54%
Level 5	$1,500,000	to	$2,999,999	0.60%
Level 6	$3,000,000	to	$5,999,999	0.65%
Level 7	$6,000,000	to	$9,499,999	0.70%
Level 8	$9,500,000	to	$11,999,999	0.80%
Level 9	$12,000,000	to	$13,499,999	0.85%
Level 10	$13,500,000	and above		0.90%

b. Frequency of rebate received;

Rebates are calculated and paid annually within 60 days after each calendar year end.

c. Any additional options for rebates.

Rebates are based on the sales volume of the accounts. UMB will work with the State to encourage card usage and to grow volumes to increase the Level of rebate percentage based on volume.

No fees are permitted in determining the amount of the rebate the State programs and other political subdivisions may earn as a result of the use of the Individual Liability Travel Card Services under this contract. The State will not accept any proposals for required minimum card spend, average card spend, or any other alternative provisions.

UMB understands and agrees.

FORM A.3

Rebate Proposal

The bidder must submit a detailed Rebate Proposal based on the transaction count and sales listed on Form A.4 and address the following options in their proposal:

a. Monthly retail transaction rebate – calculations should be done and amount listed on Form A.4 for each month listed:

As shown.

b. Frequency of rebate received: What options are available to receive the rebate?

Rebates are calculated, audited and paid annually within 60 days of the calendar yearend. Payments can be received by ACH or check.

c. Would the agency receive any rebate for new cards issued?

There is no new card issuance payment. Rebates are available for all purchases volume in the program, paid to the State or the political sub-division.

d. Any additional options for rebates:

Rebates are available only for qualified net sales.
Purchases less Refunds Cash, and Fraud = Qualified Net Sales

CARDHOLDER ACCOUNT TERMS DISCLOSURE SUMMARY

ANNUAL PERCENTAGE RATE FOR PURCHASES
8 percentage points plus applicable PrimeRrate
VARIABLE RATE INFORMATION
Your Annual Percentage Rate ("APR") may vary monthly. It is determined by adding a "Margin" to the highest "Prime Rate" reported in the "Money Rates" section of *The Wall Street Journal"* on the 15th day of each January, March, May, July, September, and November.
GRACE PERIOD FOR REPAYMENT OF BALANCES FOR PURCHASES
You have not less than 45 days to repay the entire balance before a Finance Charge will be imposed, if full payment of both the prior balance and the current balance shown on your Current and Previous Monthly Statements are received within 45 days after the Statement Closing Dates for such statements. The entire balance due shown on each Monthly Statement must be paid in full each month.
METHOD FOR COMPUTING THE BALANCE FOR PURCHASES
Two-cycle average daily balance (including new purchases).
ANNUAL FEE
No Annual Fee
MINIMUM FINANCE CHARGE
None
OTHER FEES
None

FORM A.4

Rebate Proposal Information

Calculations are on estimated annual sales volumes for each of the program. Rebate amounts shown are based on annualized sales and reflect a 12 month rebate /volume calculation period. UMB pays rebates on an annual basis to provide the best advantage rebate Level.

Month	Transaction Count	Transaction Dollars	Rebate
January	546	$34,724	180.56
February	543	$48,031	249.76
March	677	$46,687	242.77
April	593	$45,523	236.72
May	505	$36,298	188.75
Total	2864	$211,255	1,098.53

Estimated Annual Volume	Estimated Annual Rebate
83,338	433.36
115,274	599.43
112,049	582.65
109,255	568.13
87,115	453.00
$ 507,012	**$ 2,636.46**

CLOSING

Commitment to the State of Nebraska Program

UMB has provided innovative card programs to some of the largest and most respected state and local government entities for many years. Over the years, we have developed the expertise to establish new programs, produce new solutions, and convert and expand programs by employing a client-centric, consultative approach. Through a deepening relationship with the State of Nebraska, UMB is committed to delivering a quality program and will strive to ensure ongoing quality by monitoring both the strengths and opportunities for improvement. The goal is to ensure that Nebraska's needs are met with a program that includes jointly defined service level guidelines that are measured consistently.

UMB recognized as a market leader

At UMB we built our product offering and solutions based on the understanding that each client and program is different. We believe this is our key differentiator. UMB is committed to delivering solutions customized to meet the needs of our clients, not "off the shelf" products. We have built and will continue to maintain a flexible solution specifically designed for unique needs. UMB is well positioned to continue to service the State of Nebraska, the agencies, and the participating cooperative entities, and to develop a strategy to continue to build on the already successful program. We would appreciate the privilege of your consideration.

UMB

FACTS	WHAT DOES UMB FINANCIAL CORPORATION AND ITS SUBSIDIARIES ("UMB") DO WITH YOUR PERSONAL INFORMATION?
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: ▪ Social Security number and income ▪ Account balances and payment history ▪ Credit history and transaction history
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information, the reasons UMB chooses to share and whether you can limit this sharing.

Reasons we can share your personal information	Does UMB share?	Can you limit this sharing?
For our everyday business purposes – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes – to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes – information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes – information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing	Call toll-free **800.441.9535** (or if in Kansas City, call **816.860.5780**) – our service center will help you with your choice(s). **Please note:** If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.
Questions?	Call toll-free **800.441.9535** (or if in Kansas City, call **816.860.5780**).

Who we are	
Who is providing this notice?	Companies within UMB Financial Corporation that have adopted this Privacy Statement are: UMB Bank, n.a.; UMB Financial Services, Inc.; UMB Insurance, Inc.; and UMBCDC, Inc.

What we do	
How does UMB protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does UMB collect my personal information?	We collect your personal information, for example, when you: ▪ Open an account or apply for a loan ▪ Use your credit or debit card or make deposits or withdrawals from your account ▪ Tell us about your investment or retirement portfolio We also collect your personal information from others, such as credit bureaus, affiliates or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only: ▪ Sharing for affiliates' everyday business purposes – information about your creditworthiness ▪ Affiliates from using your information to market to you ▪ Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply individually – unless you tell us otherwise.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ▪ *Our affiliates include companies with a UMB name and financial companies such as Scout Investments, Inc. and Prairie Capital Management, LLC.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ▪ *UMB does not share with nonaffiliates so they con market to you.*
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ▪ *Our joint marketing partners include financial services companies.*

Other Important Information
You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you. *For California residents:* We will not share information we collect about you with nonaffiliates, except as permitted by California law, including, for example to process your transactions or to maintain your account. *For Vermont residents:* We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.

Company Cardholder Agreement, Notice & Important Information

M-74289
(R 1/05)
C000

Visa Corporate/Business 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.** (i) 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 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 changes 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 Missouri 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, we must be notified at once. We also should be notified if you think someone used your Card without your authorization. We may be notified by letter at the address set forth for Inquiries or Billing Errors at the end of this Agreement, or by telephone at (800) 821-5184. 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 exe-

cuted 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 FEES

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

Cash Advance Fee	Three percent (3%) of the amount of the Cash Advance, with a $5.00 minimum and a $25.00 maximum
Returned Payment Charge	$29
Minimum Finance Charge	$0.50

IMPORTANT INFORMATION ABOUT YOUR BILLING RIGHTS PERTAINING TO YOUR VISA 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, write to us on a separate sheet at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error.

If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us 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 letter 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 correct.

After we receive your letter, 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 any 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, P.O. Box 419734, Kansas City, MO 64141-6734, or call (800) 821-5184. 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, Missouri 64141-6734.

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 Visa 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 reduce your liability under some circumstances. Visa has imposed certain restrictions 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.

STATE OF NEBRASKA

Don Stenberg, State Treasurer

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

ADDENDUM TWO

Date: 3/3/2017

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST012017Z1 to be opened March 31, 2017 at 2:00 PM Central Time.

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.

Questions	Answers
1. Can you provide the contract term start date, contract term finish date, and renewal options for the proposed RFP?	The contract start date is scheduled for November 15, 2017 and will remain in effect for five (5) years, with the option for two (2) one (1) year renewals. This is found in Section I. Scope of the Request for Proposal.

STATE OF NEBRASKA

Don Stenberg, State Treasurer

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

ADDENDUM ONE

Date: February 22, 2017

To: All Bidders

From: Jason Walters, Buyer
Nebraska State Treasurer's Office

RE: Questions and Answers for Request for Proposal Number NST012017Z1 to be opened March 31, 2017 at 2:00 PM Central Time.

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.

Questions	Answers
1. Do the spend amounts in Exhibit 1 represent the total travel spend for the State of Nebraska including the State, the Universities and all political subdivisions? If not than what is the total spend in each respective category?	The spend amounts listed in Exhibit 1 were processed for the Universities by one contractor. The State agencies used another contractor and those spends totals are unavailable. The Treasurer's office is not aware of any political subdivisions utilizing either of these contractors. This will be an exclusive contract resulting from this RFP.

State of Nebraska
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
Lincoln, Nebraska 68508
OR
P.O. Box 94788
Lincoln, Nebraska 68509
Phone: (402) 471-2793
Fax: (402) 471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP# NST012017Z1	**January 20, 2017**
OPENING DATE AND TIME	PROCUREMENT CONTACT
March 31, 2017 2:00 p.m. Central Time	**Jason Walters**

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The Nebraska, State Treasurer's Office, is issuing this Request for Proposal, RFP Number NST012017Z1 for the purpose of selecting a qualified Contractor to provide Individual Liability Travel Card Services.

Written questions are due no later than February 8, 2017, and should be submitted via e-mail to nst.rfpquestions@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-4390.

Bidder should submit one (1) original and four (4) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in the Nebraska State Treasurer's Office by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://treasurer.nebraska.gov/tm/ and http://das.nebraska.gov/materiel/purchasing.html.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.02, all State contracts in effect as of January 1, 2014, and all contracts entered into thereafter, will be posted to a public website. Beginning July 1, 2014, all contracts will be posted to a public website managed by the Department of Administrative Services.

In addition, all responses to Requests for Proposals will be posted to the Department of Administrative Services public website. The public posting will include figures, illustrations, photographs, charts, or other supplementary material. Proprietary information identified and marked according to state law is exempt from posting. To exempt proprietary information you must submit a written showing that the release of the information would give an advantage to named business competitor(s) and show that the named business competitor(s) will gain a demonstrated advantage by disclosure of information. The mere assertion that information is proprietary is not sufficient. (Attorney General Opinion No. 92068, April 27, 1992) The agency will then determine if the interests served by nondisclosure outweigh any public purpose served by disclosure. Cost proposals will not be considered proprietary.

To facilitate such public postings, 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 or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a response to this RFP, specifically waives any copyright or other protection the contract or response to the RFP may have; and, acknowledge that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a response to this RFP and award of the contract. Failure to agree to the reservation and waiver of protection will result in the response to the RFP being non-conforming and rejected.

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

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME AND TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

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.

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

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

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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.

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

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

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

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

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

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 1st of one calendar year to June 30th 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 RFP, or contract is completed.

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

Must: See Shall/Will/Must.

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

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

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

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

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

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

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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 vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer's Office is issuing this Request for Proposal, RFP Number NST012017Z1 for the purpose of selecting a qualified Contractor to provide Individual Liability Travel Card Services. Any resulting contract is an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of the award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

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

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	1/20/2017
2.	Last day to submit 1st set of written questions	2/8/2017
3.	State responds to 1st set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm and/or http://das.nebraska.gov/materiel/purchasing.html	2/22/2017
4.	Last day to submit 2nd set of written question	3/1/2017
5.	State responds to 2nd set of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: https://treasurer.nebraska.gov/tm and/or http://das.nebraska.gov/materiel/purchasing.html	3/8/2017
6.	Last day to submit "Letter of Intent To Bid" (recommended but not required)	3/31/2017
7.	Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building, Suite 2005 Lincoln, Nebraska 68508	3/31/2017 2:00 P.M Central Time
8.	Review for conformance of mandatory requirements	3/31/2017
9.	Evaluation period	4/1/2017 – 4/30/2017
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	4/24/2017 – 4/28/2017
11.	Post "Letter of Intent to Contract" to Internet at: https://treasurer.nebraska.gov/tm and/or http://das.nebraska.gov/materiel/purchasing.html	5/15/2017
12.	Contract award	6/15/2017
13.	Contractor start date	11/15/2017

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name:	Jason Walters
Agency:	Nebraska State Treasurer's Office
Address:	State Capitol Building Suite 2005 Lincoln, Nebraska 68508

OR

Address:	P.O. Box 94788 Lincoln, Nebraska 68509
Telephone:	(402) 471-2793
Facsimile:	(402) 471-4390
E-Mail:	nst.rfpquestions@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Individual Liability Travel Card Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. Contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the

Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to nst.rfpquestions@nebraska.gov, but may be hand delivered, sent via facsimile to (402) 471-4390 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html on or after the date shown in the Schedule of Events.

F. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Nebraska State Treasurer's Office and clearly marked "RFP Number NST012017Z1; Individual Liability Travel Card Services Questions". It is preferred that questions be sent via e-mail to nst.rfpquestions@nebraska.gov Questions may also be sent by facsimile to (402)471-4390, but must include a cover sheet clearly indicating that the transmission is to the attention of Jason Walters, showing the total number of pages transmitted, and clearly marked "RFP Number NST012017Z1; Individual Liability Travel Card Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

G. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel 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. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.
Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

H. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original and four (4) copies of the entire proposal should be submitted. The copy marked "original" Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 471-2793 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal 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, it is likely that the bid will be rejected.

The Technical and Rebate Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must 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 must 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.

I. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

J. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. The State reserves the right to reject any or all proposals and re-advertise for proposals; and further reserves the right to waive any informality or irregularity. All awards will be made in a manner deemed in the best interest of the State.

L. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal will be evaluated. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. **Bidder must be a Bank (Form A.1):**

    a. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska;
    b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP, and;
    c. Bidder must have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size.

2. **Financial Stability:**

   a. Bidder has financial stability to do business with the State of Nebraska.

3. **Corporate Overview shall 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 quality of bidder performance on prior contracts;
   e. such other information that may be secured and that has a bearing on the decision to award the contract;

4. Technical Approach; and

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

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

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

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

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

Evaluation criteria weighting will be released with the Request for Proposal. Evaluation criteria weighting and a list of respondents will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal.

No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

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

N. 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. Bidder must be a Bank (Form A.1);
   - I. Bidder must be a bank as defined in State Statute §77-2387(2) having a qualifying office in the State of Nebraska;
   - b. Bidder must be an authorized issuer of cards for the purposes detailed in this RFP, and;
   - c. Bidder must have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size.
3. Financial Stability;
   - a. Bidder has financial stability to do business with the State of Nebraska;
4. Corporate Overview;
5. Completed Section III Terms and Conditions;
6. Technical Approach; and;
7. Rebate Proposal.

O. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

Q. VIOLATION OF TERMS AND CONDITIONS

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. Termination of the resulting contract.
4. Legal action.
5. 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.

III. TERMS AND CONDITIONS

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

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal signed in ink;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

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.

Once intent to award decision has been determined, it will be posted to the Internet at: http://treasurer.nebraska.gov/tm/ and/or http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at: http://treasurer.nebraska.gov/tm/

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

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

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

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, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

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

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Subcontractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Subcontractor (s). Contractor is also responsible for ensuring Subcontractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Subcontractor to commence work on any Subcontract until all similar insurance required of the Subcontractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

Insurance coverages shall function independent of all other clauses in the contract, and in no instance shall the limits of recovery from the insurance be reduced below the limits required by this paragraph.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$10,000 any one person
Damage to Rented Premises	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000
SUBROGATION WAIVER	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
LIABILITY WAIVER	
"Commercial General Liability & Commercial Automobile Liability policies shall be primary and any insurance or self-insurance carried by the State shall be considered excess and non-contributory."	

4. **EVIDENCE OF COVERAGE**
The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the attention of the Buyer.

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

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

Notice of cancellation of any required insurance policy must be submitted to Nebraska State Treasurer's Office when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the Contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Subcontractor's services, the Subcontractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work on the project.

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

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

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

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

K. CONTRACT CONFLICTS

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

Contractor shall insure that contracts or agreements with sub-contractors and agents, and the performance of services in relation to this contract by sub-contractors and agents, does not conflict with this contract.

L. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

M. CONFLICT OF INTEREST

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

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

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

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

N. PROPOSAL PREPARATION COSTS

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

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

O. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

P. BEGINNING OF WORK

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.

Q. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

R. ASSIGNMENT BY THE CONTRACTOR

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

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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

T. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

U. 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 Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

V. ADVERTISING

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

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

W. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

X. SITE RULES AND REGULATIONS

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

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

Y. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II. A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

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

2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

Z. EARLY TERMINATION

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

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract for any reason upon one hundred and eighty (180) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

   a. If directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support of the deliverable;
i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Agency; or
j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

AA. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

BB. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's 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.

CC. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

DD. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.

2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information 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.

EE. PERFORMANCE BOND

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

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond will be an established dollar amount of $50,000. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. 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 resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. LIQUIDATED DAMAGES

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

The State and the Contractor(s) agree that actual damages from a failure to perform certain requirements in any contract(s) executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the Contractor shall agree to a schedule of fess for failure to perform certain requirements in any contract executed pursuant to this RFP. For clarification, these liquidated damages shall only be enforceable by and paid to the State, and shall not be enforceable by or paid to any individual account holder or participant hereunder.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

Standard	$ 500.00 per day
High	$1,000.00 per day
Critical	$2,500.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor fails to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the contractor or their agents (natural disasters, etc.)

1. Unresolved requirements
   a. All Standard and high category requirements will move to critical level of liquidated damages if not resolved within 48 business hours after notification to the Contractor.
   b. All critical category requirements will double in liquidated damages if not resolved within 24 hours after notification to the Contractor.

2. Individual Liability Travel Cards

   a. **Issuing cards:**
   Upon being notified by the Program Administrator that a card was not issued within five business days of the program submitting the request, Contractor will pay to have the cards expedited to the

employee. If the cards are not expedited to the employee within two days after the initial notice by the State that the cards were not issued, Contractor will pay liquidated damages.

Category: Standard

b. **Failure to meet required Technical Requirements detailed in the RFP:**
Upon being notified by a Program Administrator by email that the Contractor has failed to meet mandatory Technical Requirements detailed in the RFP, the Contractor shall cure the situation within one business day after notification or pay liquidated damages until the Contractor is able to meet the required Technical Requirements.

Category: Critical

HH. PAYMENT

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

The State or the University will not be responsible for any payments to the Contractor. The employee will be personally liable for any and all charges incurred on their account. Employees must pay the entire balance due, as shown on their monthly statement. Finance charges will not be assessed until 60 days past the due date.

II. INVOICES

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

Invoices for payments must be submitted by the Contractor to the employee requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties.

JJ. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Subcontractors, and the obligations of these rights shall be explicitly included in any Subcontracts or agreements formed between the Contractor and any Subcontractors to the extent that those Subcontracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

LL. INSPECTION AND APPROVAL

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

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

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.
Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. 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 particular provision held to be invalid.

OO. CONFIDENTIALITY

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

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal. If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, 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, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

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

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

5. **ALL REMEDIES AT LAW**
Nothing in this agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this lease shall be determined according to applicable law.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

VV. 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.

WW. 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 to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under these specifications in the event of a disaster.

XX. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

YY. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. § 81-15,159.

ZZ. DRUG POLICY

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

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

AAA. 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 newly hired employee.

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

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

   The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

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

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all Subcontracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

CCC. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. § 81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must 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. There are 93 counties and 530 cities in the State of Nebraska that can use this contract. It will be the responsibility of the contractor to contact the cities, counties and other non-state governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org.

The State makes no representation that any State agency, municipality, county or other non-state governmental subdivision will choose to engage these services as a result of this RFP. The combined bidding of all services to State agencies eliminates the need for additional procurements by individual State agencies. All figures listed in the RFP represent a historical count of transactions processed by the State and 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.

C. PROJECT REQUIREMENTS

The awarded Contractor will issue Credit Cards to State and University employees that complete an application to the Contractor.

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 selected contractor.

   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.

   The contractor 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.

3. The primary bidder must be a Financial Institution or owned by a financial institution pursuant to Neb. Rev. Stat. §77-2387.

E. FINANCIAL STABILITY

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

F. SCOPE OF WORK

The following information provides a description of the project and additional State agency and University specific requirements. The narratives following are based on the use of the current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing the ability to meet the requirements of the project and the specific requirements.

1. BASIC REQUIREMENTS

a. Each employee shall submit a contractor application to the contractor.
b. Contractor shall review the application and approve or deny the application based on the employee's ability to pay.
c. Applicant is liable for the amounts charged to the Travel card. Neither the State nor the University are financially responsible.
d. 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.

G. FUNCTIONAL REQUIREMENTS

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

H. PROPOSED RESOLUTION

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

I. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process, including a sample implementation timeline giving estimated lengths of time.

The bidder must specify if an implementation team or manager will be assigned. The card program must not incur any implementation or contract costs.

Contractor will be responsible to cooperate with the current contractor, the State and University during all phases of the implementation/transition. And to communicate timely on any concerns regarding meeting the implementation timeframes.

J. PROVIDE POST IMPLEMENTATION SUPPORT

Describe the resources used for post implementation, including services requested/required in the RFP scope of work, technical support or on-site visits.

K. DELIVERABLES (REQUIRED)

The winning bidder shall provide documentation 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 III Terms and Conditions. This information can be included as a separate tab/section labeled "Deliverables" along with the bidder's proposal. The bidder understands that alternative terms and conditions may be rejected by the State.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must 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. REQUEST FOR PROPOSAL FORM

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

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow Nebraska State statute requirements; therefore, the bidder will answer the three mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

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

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must 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 must provide a banking reference.

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

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 must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

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

c. **OFFICE LOCATION**

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

d. **RELATIONSHIPS WITH THE STATE**

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

The bidder must address the following:

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

a) The time period of the project;
b) The scheduled and actual completion dates;
c) The Contractor's responsibilities;

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and

e) Each project description shall identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

iii. If the work was performed as a Subcontractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Subcontractors shall 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 must present a detailed description of its proposed approach to the management of the project.

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

The bidder shall 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 must not be longer than three (3) pages. Resumes shall 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 must 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.

4. **TECHNICAL APPROACH**
The technical approach section of the Technical Proposal must consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations; including Form A.2
d. Detailed project work plan; and
e. Deliverables and due dates.

B. **REBATE PROPOSAL REQUIREMENTS**
This section describes the requirements to be addressed by bidders in preparing the Rebate Proposal on Form A.3. The bidder must submit the Rebate Proposal in a separate section as specified in the RFP from the Technical Proposal section.

The bidder must submit a firm, percentage rebate based on the transaction purchases listed on Form A.4 and address the following options:

a. Yearly retail transaction rebate;
b. Frequency of rebate received;
c. Any additional options for rebates.

No fees are permitted in determining the amount of the rebate the State programs and other political subdivisions may earn as a result of the use of the Individual Liability Travel Card Services under this contract. The State will not accept any proposals for required minimum card spend, average card spend, or any other alternative provisions.

Form A

Bidder Contact Sheet

Request for Proposal Number NST012017Z1

The Bidder Contact Sheet 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. Each bidder shall 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.

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

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

Form B

Notification of Intent to Bid

Request for Proposal Number NST012017Z1

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

The "Notification of Intent to Bid" form should be submitted to the Nebraska State Treasurer's Office via e-mail nst.rfp.questions@nebraska.gov, facsimile 402-471-4390, hand delivered or US Mail by the date shown in the Schedule of Events.

Exhibit 1

Below represents a historical count, and are not a guarantee of future transactions but are provided to benefit the bidders in developing their proposal.

AGENCY	2012	2013	2014	2015	2016
UN of NE LINCOLN	$436,855.50	$373,865.36	$337,974.62	$259,068.75	$222,011.51
UN OF NE OMAHA	$88,632.16	$76,595.08	$66,449.14	$52,735.74	$42,558.43
UN OF NE KEARNEY	$28,081.01	$26,621.11	$20,209.55	$21,919.57	$18,364.96
UN OF NE MEDICAL CENTER	$254,887.33	$190,368.67	$132,193.69	$112,238.94	$120,442.02
TOTALS	**$808,456.00**	**$667,450.22**	**$556,827.00**	**$445,963.00**	**$403,376.92**

ATTACHMENT A

FORMS

Request for Proposal Number #NST012017Z1

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

Forms A.1 – A.4 are to be included as part of the Technical Approach.

Forms A.3 is to be submitted as the Rebate Proposal using Form A.4 to assist in the calculations.

Form A.1: Mandatory Project Requirements

Form A.2: Technical Proposal Requirements

Form A.3: Rebate Proposal

Form A.4: Rebate Proposal Information

FORM A.1

Mandatory Project Requirements

Request for Proposal Number NST012017Z1

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

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

Yes_____ No_____ **Bidder must be an authorized issuer of cards for the purposes detailed in this RFP.**

Yes_____ No_____ **Bidder must have a minimum of five (5) years' experience in providing Individual Liability Travel Card Services to a program of similar size.**

FORM A.2

	Technical Proposal Requirements
1.1	Does the bidder understand cards issued under this program shall be individual pay cards? Yes___ No___
1.2	Does the bidder understand that Cardholders are individually liable for balances due and management of their cards? Yes___ No___
1.3	Does the bidder understand that the cardholder's employer (neither the State or the University) will ever be liable for the charges on the credit card? Yes___ No___
1.4	Can the bidder manage one program to allow the employee to use their card to get cash at an ATM, while another program does not allow it? Yes___ No___
1.5	Does the bidder agree that the credit card issued will be a branded card issued by a national card company? Yes___ No___ The bidder shall detail the card branding and include a copy of the card design.
1.6	Bidder agrees that 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. Yes___ No___
1.7	Is the card that the bidder proposed accepted nationwide? Yes___ No___ If no, please explain where it is not accepted.
1.8	Is the card accepted internationally? Yes___ No___ If no, please explain where it is not accepted.

1.9	Does the card have CHIP capabilities? Yes___ No___
1.10	Can the bidder block any merchant class codes as requested by the Program Administrator? Yes___ No___
1.11	Can the card be embossed with the employee and the employer name? Yes___ No___
1.12	Can the bidder provide a toll-free customer service line to service Individual Liability Travel cardholders? Yes___ No___
1.13	Are the customer service lines available 24 hours a day, 365 days a year? Yes___ No___
1.14	Bidders must detail the types of inquires handled by their customer service representatives.
1.15	Customer Service Representatives shall be competent, qualified, trained, and able to communicate effectively to accomplish the purposes of this Contract. The bidder shall detail its Customer Service capabilities address each item identified above.
1.16	Is the bidder able to ship cards within five days of the employee's approved application? Yes___ No___ If no, please explain.
1.17	The bidder shall detail its process to replace a lost or stolen credit card.
1.18	The bidder shall detail the requirements of the cardholder in relation to this program, available credit lines (depending on the contractor's credit approval process), cardholder terms and conditions, the card issuance and reissuance process. The bidder shall include a sample cardholder enrollment form (application form), other cardholder materials, and the card carrier accompanying the issued card in its RFP response.

1.19	The bidder shall detail the statement options available to the cardholder. The bidder shall provide a sample statement.
1.20	The bidder shall detail their process to convert current employees to the new credit card, if needed.
1.21	Does the bidder agree no annual fee will be charged to the employee for their credit card? Yes___ No___
1.22	Does the bidder agree that a 25 day grace period, after the due date with no interest will be allowed for the employee? This would allow the employee time to submit their expense report and the employer time to reimburse the employee. Yes___ No___
1.23	Does the bidder agree that finance charges will be assessed in accordance with the State of Nebraska Prompt Payment Act, Neb. Rev. Stat. §81-2401 through §81-2408? Yes___ No___
1.24	If the employee leaves employment, the employee will be asked to return their card to their employer. Does the bidder understand this requirement? Yes___ No___
1.25	Does the bidder agree that employees anticipate on spending at a minimum of $300 annually? Yes___ No___ If no, please explain.

FORM A.3

Rebate Proposal

The bidder must submit a detailed Rebate Proposal based on the transaction count and sales listed on Form A.4 and address the following options in their proposal:

a. Monthly retail transaction rebate – calculations should be done and amount listed on Form A.4 for each month listed:

b. Frequency of rebate received: What options are available to receive the rebate?

c. Would the agency receive any rebate for new cards issued?

d. Any additional options for rebates:

FORM A.4

Rebate Proposal Information

Month	Transaction Count	Transaction Dollars	Rebate
January	546	$34,724	
February	543	$48,031	
March	677	$46,687	
April	593	$45,523	
May	505	$36,298	
Total	2864	$211,255	