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 68509-4788
Phone: 402-471-2793
Fax: 402-471-4390

SOLICITATION NUMBER	RELEASE DATE
RFP #NST080414	**August 4, 2014**
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 12, 2014 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 #NST021314 for the purpose of selecting a qualified contractor to provide branded stored value card (prepaid debit card).

Written questions are due no later than August 18, 2014, 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 twelve (12) copies of the entire proposal. 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 per the schedule of events. 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 for a bidder's proposal to be evaluated.
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: www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked “Proprietary.”

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor’s violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

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 & 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.

Account Number (as it relates to Prepaid Cards): The 16-digit account number that appears in print on the front of all valid credit, debit, and stored-value cards.

Account Closed: An account terminated either by the cardholder, the bank or according to the program guidelines.

Acquirer (Credit Card): A bankcard association member who initiates and maintains relationships with merchants who accept payment cards; the financial institution (FI) that contracts with a merchant to initiate payment requests to a credit card association or credit card company in the context of credit and debit card payments.

Acquirer (Financial Institution): A financial institution that enters into agreements with merchants to accept branded cards as payment for goods and services; also called acquiring bank or merchant bank.

Actual Duration: The number of equivalent weeks of full benefits an eligible claimant received under any respective program entitlement provisions of a State or Federal Unemployment Compensation Law or other program administered by a State agency.

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

Adjudication: The process of reviewing claims for benefits when it appears a claimant may not meet all requirements for receipt of Unemployment Insurance.

Adjustment Payment: An additional amount paid to a claimant for a week in which benefits were previously determined payable based on data that has been corrected or modified, (e.g. resulting from an increase in the weekly benefit amount, a change in the weekly deductions from the weekly benefit amount, or a change in eligibility for a specific benefit week.)

Affidavit: A written, notarized statement signed under oath or by affirmation.

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.

Agency Related Person (ARP): A 13-digit alpha/numeric identifier. An ARP is any individual whose information is stored in CHARTS.

Aid to Dependent Children (ADC): A program through Nebraska Department of Health and Human Services to provide financial aid to needy dependent children and to needy parents or relatives with whom the children are living.

Aid to Dependent Children (ADC) Client: An individual applying for or receiving ADC/MA. This term is used when the same policies apply to an applicant and a recipient.

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

Amendment: A written correction or alteration to a document.

Appeal decision: The disposition of an appeals case by a written ruling that is issued to one or more parties.

Appeal Tribunal: Statutorily established Administrative Law Court which hears appeals from Department of Labor.

Applicant: An individual who has applied for, or receives continued child support services under Title IV-D, including individuals who previously received a form of public assistance.

Application: The form by which the individual requests services.

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

Arrearage: Past due child support owed under a court order or an administrative order. If the obligor has an arrearage she/he is said to be "in arrear".

ARO: After Receipt of Order

Automated Clearing House (ACH): The ACH system was developed by the financial industry in the early 1970's as an electronic alternative to checks. The ACH system is a batch processing system designed for high volume, low-value transactions. In an ACH transaction, payment information is processed and settled electronically, thereby increasing reliability, efficiency, and cost effectiveness.

Automated Notification of Change or Refused Automated Notification of Change (COR): The entry is to identify an automated notification of change or a refused automated notification of change. A COR entry must be accompanied by an Addenda Record to specify changed information.

Automated Response Unit (ARU): A telephone system that provides access to account and benefit information 24 hours per day, 7 days per week (24 x 7).

Automated Teller Machine (ATM): An electronic hardware device, accepting deposits, or designated by an Acquirer to accept cards that, when activated by a cardholder through use of a magnetic stripe on a card, is capable of automatically dispensing currency directly from such device and responding to balance inquiries.

Automated Teller Machine (ATM) Transaction: Automated teller machine (ATM) cash withdrawal, deposit, or balance inquiry.

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.

Balance Inquiry: A non-financial transaction that informs the recipient of the available funds in the account via phone, web, ATM or by mail.

Bank Account: see Consumer Account.

Banking day: Any day on which a participating depository Financial Institution is open to the public during any part of the day for carrying on substantially all its banking functions.

Bankruptcy: The procedure by which an individual is relieved of debt(s) through an action in federal court.

Base Period: The time period used to determine claimant's eligibility for Unemployment Insurance benefits.

Batch: A group of records or documents considered as a single unit for the purpose of data processing.

Batch Exception: An error report that lists unprocessed enrollment or load transactions.

Batch file: a file generated in batch processing.

Benefits: Monetary payments made to an eligible unemployed individual, as provided in Neb.Rev.Stat 48-601 to 48-671.

Benefit Year: A period, generally 52 weeks, during which an individual claimant may receive his/her maximum potential benefit amount.

Benefit Year Ending Date (BYE): The last day of a benefit year.

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.

Billing statement: A monthly statement sent to an obligor containing support account summary information and remittance coupons.

Branded Card: A bank-issued card that has a national brand (Visa or MasterCard) label on it.

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.

Business Hours: Any hour Monday through Friday, 8:00 am to 5:00 pm Central Time, excluding federal, state, and bank holidays.

BWE: Benefit Week End

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.

Cardholder: A person who uses a payment card to purchase goods and services.

Card Issuer: A financial institution/or entity that issues stored value cards.

Card Mailer: The card mailer is a two-sided protective page in which the card is mailed to the cardholder. It will provide information as specified by each State.

Card Not Present: A card number is communicated verbally or otherwise conveyed manually (such as it being entered into a form on the Internet). In a card-not-present transaction, the magnetic stripe is not read, and the card is not visible to the cashier.

Card Present: A card is physically presented at the time of a transaction and the magnetic stripe is read in a terminal. The information from the stripe is transmitted as part of the transaction.

Card-Reissue: The contractor's process utilized to replace expiring cards for existing cardholders.

Card Replacement: The contractor may be asked by cardholders to replace cards that have been lost, stolen, damaged or hot-carded.

Cardholder: A primary or subsidiary payee who has been issued an electronic payment card.

Cardholder Dispute: A dispute initiated by the cardholder for all or part of an amount for which settlement occurred.

Card-to-card Transfer: Transfer of funds from a primary account holder to a designated subsidiary account holder.

Caretaker: A person, other than a parent, who is responsible for a dependent child's welfare and has physical custody of the dependent child.

Case Number: A unique number used to identify a specific payee within a specific program. Case numbers may vary in format and length for each program.

Cash Access: Cardholder transactions for the purpose of spending/withdrawing available funds from a card account.

Cash-back Transaction: A point of sale transaction authorized from an account in which all or part of the transaction amount debited against the cardholder's account is given to the cardholder by the merchant in the form of cash or cash with a purchase.

Certified Copy: A copy of a document or record signed and verified as a true copy by a person who created and/or is the custodian of the document.

Certifies: The process of confirming, formally, that information is true and accurate, (e.g. a claimant certifies each week as to his/her eligibility to receive Unemployment Insurance benefits).

Change order: the mechanism used by the State and the Contractor to effect design changes or system upgrades to the operating system.

Check Issuance: The process to transfer a remaining balance from a closed account to the account holder.

Child Support (CS): The legal obligation of parents to contribute to the economic maintenance of their children; enforceable in both civil and criminal contexts.

Child Support Enforcement (CSE): The administrative division within the Nebraska Department of Health and Human Services (DHHS) that is responsible for the administration of the Child Support Program. It is also called the IV-D agency.

Claim: An application signed and submitted by a claimant requesting consideration for Unemployment Insurance benefits.

Claim Effective Date: The beginning of a claim for benefits or of a disqualification period.

Claim History: Historical data stored for claim.

Claim Type: Values used to codify a claim; initial, additional, transitional, or reopen.

Claim Specialist: An Agency employee who helps unemployed workers apply for Unemployment Insurance.

Claimant: Person applying for Unemployment Insurance benefits.

Claims Adjudicator: An Agency employee who determines the claimant's eligibility.

Claims Center: Where claims taking, adjudication and data entry functions are performed.

Client: Eligible recipients of the state agencies card programs.

Code of Federal Regulations (CFR): The rules established by the federal government which govern the standards and operations of the state's programs' activities subject to federal regulation.

Collection: Money received to be applied to a child support obligation, arrears, interest or other ordered judgments.

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

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

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

Common Services: The scope of work, terms and conditions of this RFP common to all participating programs.

Compensable Week: The seven (7) consecutive days representing the period of time for which authorization is made to compensate an unemployment worker because of his unemployment.

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.

Confidential information (as it relates to cardholder information): (1) Any information that is available to an employee only because of the employee's status as a public employee and is not a matter of public knowledge or available on request (2) see "Proprietary information" below (3) Also Cardholder Information requiring special treatment due to confidentiality requirements set forth in the RFP.

Consumer Account: A record of the financial transactions associated with a payee held in a funding account in a financial institution established to receive automatic deposits made by the programs, and accessible by the cardholder through the use of the electronic payment card (EPC) issued and serviced by the Financial Institution.

Contact Person: A Treasury Staff member charged with overseeing the management of the business resulting from this RFP once the RFP is awarded. All inquiries, concerns, questions and proposals are sent through this person.

Contactless Cards: Made possible by radio frequency identification, or RFID, allows cardholders to hold their credit or debit cards within an inch or two of a card reader to complete a purchase transaction.

Continued claim: A claim for waiting week credit or payment for one or more weeks of unemployment.

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.

Contractor's Project Manager: The Contractor's staff assigned to oversee the transition, conversion, rollout and operational phases.

Covered Employment: The number of employees covered by Unemployment Insurance reported to the states by employers.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new electronic payment card (stored value card) under "Conversion" as per this RFP.

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.

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.

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.

Current Support: The amount of financial support which is paid in the month it is due.

Custodial Parent/Party: The individual or organization who has primary care and control of the dependent child(ren). Custodial party may be a parent, relative or other individual who has the responsibility for the child(ren).

Customer Service Number: The toll-free telephone number cardholders may call to report a lost, damaged or stolen card, inquire about their account balance, initiate a cardholder dispute, or ask questions regarding other available services.

Customer Service Representative (CSR): Bidder/Contractor staff.

Customer Service Unit (CSU): A 24 x 7 service provided by the Contractor to answer cardholder questions relating to using the system.

Data Transmission: The electronic exchange of information between two data processing points.

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

Demand Deposit Accounts (DDA): Commonly referred to as a checking account, a DDA is a method by which an account holder uses a commercial bank to transfer funds to and receive deposits from a third party.

Dependent Child: A minor person is entitled to support from his/her parents or others in place of his/her parents.

Determination: A resolution of an issue by a Claims Adjudicator.

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.

Direct Deposit: The process that results in electronic depositing of funds into a checking or savings account.

Disaster Recovery: The restoration of systems and communications after an outage or disaster.

Disaster Unemployment Assistance (DUA): A federally funded program that helps claimants who lose their job(s) because of a natural disaster such as flooding, tornadoes and hurricanes. This act (Stafford Act, Sect 410), authorizes the U.S. President to provide any individual unemployed as a result of a major disaster such assistance as the President deems appropriate while an individual is unemployed.

Disbursement: Processing of the payables to consumer payees.

Disclosure: Information provided by the Card Issuers to its cardholder that discloses its policies relating to the operation and usage of the card.

Distribution: The apportionment of child support collected to the various types of debt within a child support case according to the guidelines established by state and federal laws.

Disqualification: A withholding of benefit payments, reduction of total benefit payable or cancellation of wage credits when claimants do not meet all nonmonetary eligibility requirements of Neb. Rev. Stat.

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.

DOL (Department of Labor): The state agency that manages the Unemployment Insurance program.

DUA effective and end date: Federal declaration of the effective and end dates of a disaster.

DUA wages: Wages received for a DUA claim.

Due Process: Providing sufficient notice of legal and/or administrative actions, including notices and hearings to the participants, and advising him/her of their rights, and providing an opportunity to be heard.

Duration of Benefits: The number of weeks compensated for the year divided by the number of first payments.

EB (Extended Benefits): A federal Unemployment Insurance program that goes into effect when unemployment rates are high over a period of time, either nationally or on an individual state basis.

Effective Date: The beginning of a claim for UI (DOL) benefits or of a disqualification period.

Effective Entry Date: The date the originating company expects payment to take place. The ACH Operator reads the effective entry date to determine the settlement date.

Electronic Funds Transfer (EFT): The process by which money is transmitted electronically from one bank account to another.

Electronic Payment Card (EPC): An electronic payment card payment product which operates from a funding account in a financial institution established to receive automatic deposits of payments made by the programs with an individual account set up for each participating payee and which bears either the Visa or MasterCard service marks. (Also known as prepaid debit card or stored value card).

Electronic Signature: By Neb. Rev. Stat. an alphabetical numeric or alphanumeric string of characters which is at least four (4) characters long, is unique to the person or entity assigned to the code, is known and agreed to by all parties to the transaction. It is understood by the user that (s)he has a duty to exercise reasonable care to retain control of the electronic signature and prevent its disclosure to other persons. The electronic signature legally validates a document or filing with which the electronic signature is associated.

Eligibility: Standards or conditions defined in Neb. Rev. Stat. that must be met before an applicant can receive benefits.

Employment Security Laws (ESL): The basic state statutes that grant Nebraska Workforce Development the authority and structure to collect and pay unemployment insurance.

Enforcement: An action taken to obtain payment of a support obligation.

Entry: An electronic item representing the transfer of funds in the ACH network.

Escheat: The reversion of property to the State applicable to all kind of property, including dormant accounts whose owners cannot be located.

EUC: Extended Unemployment Compensation

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).

Exhaustions: The number of claimants drawing the final payment of their original entitlement for a given program. Also referred to as Final Pay.

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".

FDIC: Federal Deposit Insurance Corporation.

Federal Reporting Requirements: Federal guidelines which states must adhere to for reporting.

Federal Withholding: Since Unemployment Insurance benefits are taxable as income, an individual receiving Unemployment Insurance benefits may voluntarily elect to withhold 10% of their weekly benefit amount to be applied toward the payment of their Federal Income Tax. The withholding remains in effect until the claimant requests to stop it or the benefit payments stop.

Final Payment: The last payment to a claimant, which exhausts the individual's maximum potential benefit entitlement under a specific program.

Field: One or more consecutive character positions within an ACH entry mapped to contain specific information.

File: A group of ACH batches initiated into the ACH Network or sorted for delivery to ACH receiving point(s). A file must be transmitted electronically via data transmission between the sending point and the receiving point. A file may be delivered to an end-point via direct transmission, magnetic stripe, or floppy diskette. A file may contain one or more batches of entries.

File Final Payment: The last payment to a claimant, which exhausts the individual's maximum potential benefit entitlement under a specific program.

File Transfer Protocol (FTP): A Standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

Financial Institution: A Financial Institution pursuant to Section 77-2301 R.R.S.

First Compensable Week: The first full week for which a claimant can receive a benefit payment. It immediately follows the one week waiting period.

First Payments: The first payment for a week of unemployment claimed under a specific program. This term is used to indicate beneficiaries for a program.

Fiscal Year: A State of Nebraska fiscal year runs from July 1st of one calendar year to June 30th of the next calendar year.

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

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

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

Funding Account: The deposit account maintained by the Financial Institution into which the State will deposit for each payee their respective payments.

Funds Availability: The time at which the funds resulting from an electronic funds transfer are made available to the customer (cardholder).

Hot carding: The deactivation of a prepaid debit card by a CSR for a card reported damaged, lost, or stolen.

Hot site: An alternative physical location for operations to be used as part of a Disaster Recovery, Backup, and Contingency Plan.

Income Withholding: An action resulting in the automatic deduction of a child support obligation(s) from the obligor's income or wages. Income withholding may also be referred to as wage withholding.

Initial Claims: Any notice of unemployment filed to request a determination of entitlement to and eligibility for UI compensation, or to begin a second subsequent period of eligibility within a benefit year or period of eligibility.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Interactive Voice Response Unit (IVR): See Automate Response Unit.

International ATM Transaction: An ATM withdrawal transaction at ATM locations outside of the United States.

Issuer: An Association or Network participant that underwrites the cardholder's credit worthiness and holds the rights and obligations of the Association or Network in regards to cardholder activity.

IV-D (Four-D): Title IV-D of the Social Security Act. It established the Federal-State program known as Child Support Enforcement.

IV-D Agency: A single and separate organizational unit in a state having the responsibility for administering the State Plan for child support under Title IV-D of the Social Security Act.

IV-D Case: A child support case where at least one of the parties, either the custodial party (CP) or the non-custodial party (NCP), has requested or received IV-D services from the State's IV-D Agency. A IV-D case is composed of a custodial party, non-custodial party, or putative father, and dependent(s).

Judgment: A decree or decision of a court, which may result in an obligation being owed by a party. In Nebraska, all support orders automatically become judgments.

Julian Date: A numeric day of the year. For example, January 12 has a Julian date of 012.

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.

Load: See Direct Deposit.

Magnetic Stripe: A magnetic stripe on the back of all cards encoded with account information as specified by Association regulations. The stripe is "read" when a card is swiped through a POS terminal. On a valid card, the account number on the magnetic stripe matches the account number on the front of the card.

Mail Order/Telephone Order (MT/MO): A merchant, market, or sales environment in which mail or telephone sales are the primary or a major source of income. Such transactions are frequently charged to customers' bankcard accounts.

Mailing Address: Address to which mail is sent to interested parties.

Mandatory/Must: Required, compulsory, or obligatory.

MasterCard: The trademark.

Maximum Amount Payable: The total dollar amount of Unemployment Insurance benefits payable to an eligible claimant during a benefit year.

May: Discretionary, permitted; used to express possibility.

Member: An organization that is a member of Visa or/and MasterCard which is authorized to issue cards.

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

Merchant Category Code (MCC): is a four-digit code used by the bankcard industry to classify a merchant's primary business. The MCC describes a merchant's product, service, or nature of business. In cases where a merchant is engaged in more than one type of business, the MCC will reflect the merchant's primary line of business.

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

Must: See Shall/Will/Must.

National Automated Clearing House Association (NACHA): The national trade association for electronic payments, which establishes rules, industry standards, and procedures governing the exchange of commercial ACH payments by depository banks.

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

NACHA Formats: The ACH record format specifications described in the NACHA Operating Rules and Guidelines, which are the accepted and warranted payment format standards for payments delivered through the ACH Network.

Nebraska Administrative Codes (NAC): Rules and Regulations that support Nebraska Statutes.

Nebraska Child Support Payment Center (NCSPC): The single centralized collection site in Nebraska where support payments are received, receipted, and disbursed. Also referred to as the State Disbursement Unit (SDU).

Nebraska Department of Corrections (NDCS):

Nebraska Department of Health and Human Services (DHHS):

Nebraska Public Employees Retirement Systems: NPERS

Non-custodial Party (NCP): The parent who does not have primary care, custody, or control of the child.

Non-IV-D: Neither the custodial or non-custodial party has requested child support services.

NPERS: Nebraska Public Employees Retirement Systems

NWD: Nebraska Workforce Development, Department of Labor

Obligation: The amount of money to be paid as support by a non-custodial parent. An obligation can take the form of financial support for the child, medical support, or spousal support. It is a recurring, ongoing obligation, not a onetime debt.

Obligee: The party to whom the child support is owed.

Obligor: The party owing a duty of support.

OFAC (Office of Foreign Assets Control): The agency of the United States Government concerned with monitoring and controlling the assets and financial transactions of entities deemed to be, or acting on behalf of, enemies of the United States. Certain OFAC regulations affect both ACH and wire transfer transactions.

Office of Child Support Enforcement (OCSE): The federal agency responsible for an administration of the child support program, as created by Title IV-D of the Social Security Act in 1975.

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.

Order: A legal directive from a judge or properly empowered administrative officer.

Order date: The date a court order becomes official; usually the date that the order is file-stamped by the clerk's office.

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.

Outsourcing Company: A company that provides outsourcing services under contract to the State.

Partially Unemployed: Person who is underemployed.

Payee: An individual authorized to receive a payment from the State.

Payment Notification: Notification of a payment to the card by an electronic method via email, text message, instant message or voice mail. Also known as ACH Load/Deposit Notification.

Payment Received Date: Date payment was received by CSE or NCSPC.

Payment Record: The official record of payments made on a child support order.

Payment Reissuance: A payment reprocessed through CHARTS and paying out the same as it originally paid out.

Payor: The person ordered to pay child support.

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.

Point of Sale (POS): A device/terminal in a merchant location connected to a bank's system by telephone lines and is designated to authorize, record and forward electronic transactions.

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

Pre-notification (prenote): A non-dollar test entry that may be sent through the ACH Network by an Originator to alert an RDFI that a live-dollar transaction will be forthcoming and that verification of the Receiver's account number is required.

Prearranged Payment or Deposit (PPD): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or Financial Institution to credit or debit an account for normally recurring payments in fixed amounts.
Prepaid Debit Card: See Electronic Payment Card

Primary Account Number (PAN): The account number displayed on the front of the card which identifies the Issuer and the Cardholder.

Procedure: The action necessary to implement child support regulations.

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: The individual agency/entity providing payments to individuals. The program will manage card processes for the program payees including but not limited to: card enrollment, request for card issuance, sending funds to cards and requesting/retrieving funds from cards.

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 Lead: The agency representative responsible for the management of the card program. The agency staff member will be the point of contact for the agency program, participate in the monthly conference calls and will work with the State Treasurer's Office to coordinate services and resolve issues.

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

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid 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 Assistance: Benefits granted from state or federal programs to aid eligible recipients.

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.

Receipt Information: The process used to record the receipt of correspondence.

Recipient: An individual or organization receiving or having received public assistance and/or has received services.

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.

Record: The collection of all the information known about an individual.

Recovery: The act of regaining funds disbursed, funds the program never received or funds received incorrectly.

Refunds: The partial or entire amount of the original sales transaction given back to the cardholder**.**

Regulation E: Federal Reserve regulation that sets rules, liabilities, and procedures for electronic funds transfer (EFT), and establishes consumer protections using EFT systems. This regulation prescribes rules for solicitation and issuance of EFT debit cards, governs consumer liability for unauthorized transfers, and requires financial institutions to disclose annually the terms and conditions of EFT services.

Reimbursement: To pay back or to make restitution

Reissued Payment: A payment returned to the program and reprocessed to be disbursed a second time.

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

Re-Open Claim: An application by a claimant with a current benefit year to re-establish the claim after an interruption in the claims series due to any reason other than a period of employment.

Remittance Coupon: A document designed to accompany a support payment that assists in associating the payment to the obligor.

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.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

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.

Residence Address: Address where interested party resides. May be different than mailing address.

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.

Retroactive payment: A support payment made for a previous month.

Routing Number: A nine-digit number (eight digits plus check digit) that identifies a specific Financial Institution. Also referred to as the ABA number.

Same Day: The event occurs the same day the transaction is made.

Same Day Funds Settlement: A method of settlement that occurs the same day the transaction is made.

Settlement: A transfer of funds between two parties in cash, or on the financial books of a mutual depository institution, to complete one or more prior transaction, made subject to final accounting.

Settlement Date: The date on which an exchange of funds with respect to an entry is reflected on the financial books of the Federal Reserve Bank.

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

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

Should: Expected; suggested, but not necessarily mandatory.

Signature-based Transactions: Transactions processed based on a retailer using signature verification as a means of customer identification.

Social Security: A government program, which provides federal old age, death and disability benefits to citizens.

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 us 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.

Standard Entry Class Code (SEC): Three character code within an ACH Company/Batch Header record that identifies payment types within an ACH batch.

State Disbursement Unit (SDU): See NCSPC

Statute: Legislation passed by a legislative body and signed into law by the government body executive.

Stored Value Card Card: See Electronic Payment Card

Subsequent Contractor: The new contractor that fill follow the current contractor.

Supplemental Contractor: A contractor added to complete a project and assistant the original contractor to achieve their project.

Support: A monetary payment used to provide necessary shelter, food, clothing, care, medical coverage, medical attention, education expenses, funeral expenses, or any other reasonable and necessary expenses. Support can also include interest as provided by law.

Surcharge: The fee imposed by the owner of the ATM for allowing someone to use their ATM when the owner of the ATM is not the issuer of the card being used.

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.

Temporary Unemployed: A situation when a claimant has been laid off for lack of work by his/her regular employer, but the claimant has a definite return to work date.

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.

Time Disqualification: Specified period of time claimant is not eligible for unemployment compensation.

Trade Readjustment Allowances (TRA): Additional and Basic – A federal program designed to aid workers who are unemployed or underemployed due to foreign competition.

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.

Traditional Claim: A new claim filed to request a determination of eligibility and establishment of a new benefit year having an effective date within the 7-day period immediately following the benefit year ending date and a week for which compensation or waiting week credit was claimed.

Unemployed: An individual who is not working.

Unemployement Insurance (UI): A program that provides payments to workers who are unemployed or underemployed.

Unemployment Trust Fund: A fund established in the Treasury of the United States which contains all monies deposited by state agencies to the credit of their unemployment fund accounts and Federal unemployment taxes collected by the IRS.

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 vendor/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 vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Visa: The trademark

Wages: Payment for seasonal services rendered which meets the definition of 'wages' as defined in the state's unemployment compensation law and/or Federal Unemployment Tax Act.

Wage Record: A record maintained by a state agency of quarterly wages of an individual employee's earnings in covered employment reported by subject employers.

Wage Reports: A quarterly report by a subject employer listing the wages of each individual worker in employment during the quarter.

Waiting Week: The first full week following a new claim's effective date. According to Nebraska Law, an individual may NOT receive payment for this week, but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

Waiting Week Credit: A week of unemployment for which a claimant does not receive compensation but must meet the same eligibility requirements that are necessary to qualify for receipt of compensation for subsequent weeks of unemployment during the benefit year.

Warrant: A legal instrument by which state government satisfies its financial obligations. Unlike a check, the warrant is a claim against the State Treasury and is subject to payment at the Treasurer's discretion.

Weekly Benefit Amount (WBA): The weekly amount of benefits an eligible Unemployment Insurance claimant can receive for each week of total unemployment (s)he claims benefits during his/her benefit year.

Week: A period of seven consecutive days ending at midnight Saturday.

Weekly claim for benefits: An application, either by telephone or paper, on which the claimant gives certification as to his/her eligibility and claims benefits or waiting week credit for a week of unemployment.

Week of Unemployment: Any week in which and individual earns less than his/her weekly benefit amount and performs less than full-time work.

Weeks Claimed: The number of weeks of benefits claimed, including weeks for which a waiting period or disqualification period is being served.

Weeks Compensated: The number of weeks claimed for which UI benefits are paid. Weeks compensated for partial unemployment are included.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Worker's Compensation: A benefit issued for work related injuries to an eligible employee.

24 X 7: 24 hours per day, 7 days per week.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The Nebraska State Treasurer's Office is issuing this Request for Proposal, RFP Number #080414 for the purpose of selecting a qualified contractor to provide stored value card (prepaid debit card).

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

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: www.treasurer.org/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	August 4, 2014
2.	Last day to submit written questions	August 18, 2014
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing.html	August 29, 2014
4.	Last day to submit "Letter of Intent To Bid" – (recommended but not required)	September 5, 2014
5.	Proposal opening Location: Nebraska State Treasurer's Office State Capitol Building 1545 K Street, Suite 2005 Lincoln, NE 68508	September 12, 2014 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	September 12, 2014
7.	Evaluation period	September 14 – 30
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
9.	Post "Letter of Intent to Contract" to Internet at:www.treasurer.org/tm and/or http://das.nebraska.gov/materiel/purchasing.html	October 15, 2014
10.	Performance bond submission	October 31, 2014
11.	Contract award	November 21, 2014
12.	Contractor start date	TBD

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, NE 68508

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing stored value card (prepaid debit card) 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. 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.

D. 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 C) to the contact person shown on the cover page of the Request For Proposal Form. It is recommended that this form be filled out in its entirety and returned no later than the date shown in the Schedule of Events, but the bidder will not be penalized if the form is not received.

It is preferred that Form C, 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 www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html on or after the date shown in the Schedule of Events.

E. 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 NST080414; stored value card (prepaid debit card) 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 NST080414; stored value card (prepaid debit card) 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 www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Fee Schedule 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 Fee Schedule. 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.

G. 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 of the entire proposal should be submitted. 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 as specified in Section II part A 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 points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

The Technical and Fee Schedule 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.

H. 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.

I. 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).

J. REJECTION OF PROPOSALS

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.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Form A.1 contains mandatory requirements and will be scored on a pass/fail basis only. 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.

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 including Forms A.2-A.12; and

5. Fee Schedule.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a 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:

a. Documentation from the United States Armed Forces confirming service;

b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);

c. 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

d. 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 will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Nebraska State Treasurer's website at www.treasurer.org/tm or http://das.nebraska.gov/materiel/purchasing.html. Evaluation criteria will not be released prior to the proposal opening.

L. 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 become public information.

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.

M. 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;
   - **a.** 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.

3. Financial Stability;
   - **a.** Bidder has financial stability to do business with the State of Nebraska;

4. Corporate Overview;

5. Technical Approach, including Forms A.2-A.12; and

6. Fee Schedule.

N. 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.

Bidders must submit at least three references from existing Merchant/Credit card customers. These references must be using the same types of required services requested in this RFP and have been a customer for a period of 12 months or more. Bidders should include the reference name, title, phone number, fax number, entity name and address. It is the bidder's responsibility to verify the references willingness to participate in the State RFP process and correct contact information is provided.

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.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should 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 registration is not required, to provide, in writing, the reason as to why none is required. 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.

P. 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. 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 unless otherwise agreed to, 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 should include completed Section III with their proposal response.

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

Grievance and protest procedure is available on the Internet at: www.treasurer.org/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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this 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 Nebraska 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). The 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.

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

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000

Personal/Advertising Injury	$1,000,000 any one person
Bodily Injury/Property Damage	$1,000,000 per occurrence
Fire Damage	$50,000 any one fire
Medical Payments	$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	$1,000,000 per occurrence

e. SUBROGRATION WAIVER

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

g. Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-4390 (fax)

Nebraska State Treasurer's Office
State Capitol Building; Suite 2005
PO Box 94788
Lincoln, NE 68509

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

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. 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.

L. CONFLICT OF INTEREST

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

		(Initial)	

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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

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

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation 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 Nebraska State Treasurer's Office; or

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

Z. 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.

AA. 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.

BB. 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.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. Bidder must provide confirmation that upon contract termination all records (including the provisions of service, participant and data processing documents) shall become the property of the State of Nebraska and be provided to the State of Nebraska at no additional cost to the State.

2. Bidder 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.

DD. PERFORMANCE BOND

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

The selected contractor will be required to supply a certified 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 certified check or bond must be for $250,000. 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 certified check, the check must show an expiration date on the check. Certified 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 certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. LIQUIDATED DAMAGES

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

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

The damages are categorized as follows:

Critical $10,000 per day
High $ 5,000 per day
Standard $ 2,000 per day

a. **Unresolved requirements:**
   i. All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the contractor.
   ii. All critical category requirements will double in liquidated damages payment if not resolved within 24 hours after notification to the contractor.

b. **Acceptance of file transmissions/acceptance of web enrollment:**
If the contractor's system was not available to accept file transmissions or enrollment via the contractor run website, contractor will resolve the situation within one business day after notification by the State so file transmissions can be received/web based enrollment be completed or pay liquidated damages to the affected programs.

Category: Critical

c. **ACH Posting:**
Contractor will post funds to cards prior to 8:00 AM prevailing Central Time on the ACH effective date. If contractor has received a file from the State, and contractor is notified that funds were not posted to the cards by 8:00 AM on the ACH effective date, contractor will make funds available to cardholders by close of business day on the ACH effective date (6:00 PM prevailing Central Time) or pay liquidated damages to the affected programs.

Category: Critical

d. **"Go live" date**
Contractor will be ready to issue cards on behalf of the State by the close of the business day mutually agreed upon as the go-live date of services under this RFP,

unless either party provides at least a 3 working day notice that “go live” date shall be delayed.

For existing card programs outlined in this RFP, the contractor will implement the card programs and deliver services at transition time on or before the “go-live” date or pay liquidated damages to the program.

For new programs implemented under this RFP, the contractor will only be entitled to one extension per program before liquidated damages may be imposed.

If the State requests any changes to the scope of work, service offering, or functionality of the card program during the implementation process, contractor will notify the program lead and the State Treasurer’s Office if the requested changes will delay the ‘go-live” date.

Category: Critical

e. <u>Card Issuance:</u>

Upon being notified by the Program Lead or the State Treasurer’s Office that a card or batch of cards was not issued within two business days of the program submitting an enrollment file to the contractor no later than 5:00 PM prevailing Central Time, contractor will pay to have the affected cards expedited to the cardholders. If the cards are not expedited to the cardholders within two business days after the initial notice by the State that the cards were not issued, contractor will pay liquidated damages for each day one or more cards remains unissued to the affected programs.

Category: High

f. Customer Service – Availability

Customer Service availability will be 99% each month as measured by a mutually agreed upon Contractor Performance Monitoring Tool. Availability is defined as the network infrastructure at the Contractor Data Center for ARU and IVR services. Monthly availability is calculated for 24 X7 X the number of days in the month less scheduled hours of maintenance.

Scheduled hours of availability shall exclude (1) scheduled outages for which the Contractor needs to perform, regular technical maintenance, other planned outages up to one (1) per month, or if equipment maintenance meets pre-arranged agreement or during upgrades.

In the event the Contractor provides customer service under the contract resulting from this RFP through a different provider, comparable availability will be maintained. Any change in the scheduled hours of availability needs to be approved by the State, which approval will not be unreasonably withheld.

Contractor will pay liquidated damages to the State for each month that the monthly Customer Service availability (with exceptions provided above) was not met.

Category: High

g. Turnover file

A file of active cardholders for each program will be made available to the State, by a secure website, in Microsoft Excel spreadsheet format by the close of the fifteenth business day after the contractor receives a written request from State to provide the report to the State.

Information to be included in the file includes: cardholder name, SSN, address, unique cardholder identifier, mother's maiden name (if any), and current card status. If a file is not provided to the State within 15 business days of written request from the State, and provided the State notified contractor of intent to terminate the contract in accordance with language in the Agreement between the parties, contractor will pay liquidated damages.

Category: Critical

h. Daily reporting

Reports of new cards issued or rejected, newly activated accounts, name and address changes made by contractor, reconciliation and rejection reports for ACH transactions, and undeliverable cards, are due on a business daily basis no later than one business day after the day of the activity reported. Within one business day of being notified by the State that a daily report was not provided when it was due, contractor will resolve the situation by making the report available or pay liquidated damages.

Category: High

i. Customer Service – Average Speed of Answer

85% of inbound calls for participating program cardholders shall be answered within 30 seconds. Average speed of answer will be calculated based on total calls for the month, less calls that abandon before 15 seconds. Contractor will pay liquidated damage to the State Treasurer's Office for each month that the Average Speed of Answer threshold was not met.

Category: Standard

j. "Echo" File Transmission:

An "echo" file for batch enrollment is typically returned to the sender between 30 and 90 minutes of receipt of the file. The echo file will include identical information that was send by State, a card enrollment report, and a rejected card report. Upon being notified by the Program Lead or the State Treasurer's Office that an echo file has not been received within two hours of transmission of the file, contractor will resolve the situation within one business day by transmitting the "echo" file or pay liquidated damages to the affected programs.

Category: Standard

k. Monthly/Annual Reporting

Within three business days of contractor being notified by the State that a monthly/annual report have not been provided as required under Business Requirements of the RFP, contractor will resolve the situation by providing the required reporting or pay the liquidated damages to the State.

Category: Standard

As to any liquidated damages owing hereunder, contractor will pay liquidated damages to the State by the tenth (10th) business day of the month following the month that the damages were reported to the contractor. The State has 60 days after the incident to contact the contractor to pay liquidated damages.

The State Treasurer, at his/her discretion, may waive a liquidated damage payment.

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 Nebraska 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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. 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; backcharge 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.

II. 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.

JJ. INSPECTION AND APPROVAL

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

		(Initial)	

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.

KK. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, 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 for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

LL. 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.

MM. 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.

NN. 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 fee schedule 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

OO. 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.

PP. 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.

QQ. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. 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 Nebraska 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.

SS. 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.

TT. 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/2-101.html and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. 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.

UU. 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.

VV. 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.

WW. 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.

XX. 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.

YY. DRUG POLICY

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

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

ZZ. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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.

AAA. 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.

BBB. POLITICAL SUB-DIVISIONS

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

The contractor shall extend the contract to political sub-divisions at the same 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 (State Treasurer's Office) is requesting proposals for prepaid Visa or MasterCard branded stored value card (prepaid debit card) services as described in this request for proposal (RFP) on behalf of State agencies, governmental entities and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college System, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org. The State Treasurer's Office is responsible for the procurement and management of State of Nebraska banking service contracts for State agencies, State Colleges and Universities. The combined bidding of all services for these entities eliminates the need for additional procurements by individual state agencies.

The bidder must be able to provide stored value card services to entities with varying types of clientele. Program clientele may include, but are not limited to, employees, child support recipients, unemployment claimants, retirees, workers' compensation, athletic stipends, individual providers and cash grant recipients and other recurring consumer payees of programs eligible to participate. The State Treasurer's Office will work with the selected contractor to promote the services awarded in the RFP process internally to State agencies, State Colleges and Universities.

The State has approximately 137,146 active branded stored value cards (prepaid Visa debit cards) used by State clients under the current contract as shown on Exhibit 1. The bidder is required to examine the current program information as described under the Scope of Work and technical requirements described in Form A.2 – A.12.

All figures listed in the RFP represent a historical count of transactions processed by the State under the current State contract. These figures are not a guarantee of future transaction counts. Figures are provided for the benefit of bidders in the development of its proposal.

B. PROJECT ENVIRONMENT

Exhibit 1 lists the agencies participating under the State's stored value card program, monthly dollar and number of loads along with a count of active cards. Also under this contract is Omaha Public Schools. Multiple State agencies will use the services under the contract from this RFP. The Nebraska State Treasurer's Office will be the point of contact for State agencies to coordinate services and resolve issues along with the State Agencies. The Nebraska State Treasurer's Office will also be the point of contact for contract negotiations, renewals or questions related to the contract.

Each State agency using the services under this contract will designate a Program Lead. The Program Lead is responsible for coordinating services for their program, representing their program on monthly conference calls with the contractor, working with the State Treasurer's Office to coordinate services and resolving issues relating to that specific program.

The bidder shall review and acknowledge its ability to work with all entities wishing to use the services under this RFP including those listed in Exhibit 1 and other State agencies, political subdivisions and governmental entities that would be eligible to participate under the contract.

C. BUSINESS REQUIREMENTS

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

Neb.Rev.Stat. §48-1122 Prohibition of Discrimination
Neb.Rev.Stat. §69-1302 Property held or owing by a banking or financial organization or business association; presumed abandoned; when.
Neb.Rev.Stat § 73-205(3) Technology Access Standards
Neb.Rev.Stat § 73-401 Contract with state agency; Public Counsel; jurisdiction
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 to 81-2408 Prompt Payment Act
Nebraska State Constitution, Article XIII, § 3 Prohibits indemnification and limitations of liability

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

2. Financial Stability
The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, 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 term of the contract. A bidder not deemed financially stable may be eliminated from consideration.

3. Business Requirements
Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sections a – i are provided by the bidder/contractor or a subcontractor.

a. The bidder/contractor must be 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).

b. The bidder must be a member of Visa or MasterCard Card Associations and be an authorized issuer of cards for the purposes detailed in this RFP.

c. The bidder must have at least 3 years' experience providing branded stored value card (prepaid debit card) services for an entity similar in program size to the State of Nebraska or larger. The bidder must have experience operating card programs with similar technical requirements as those requested in the RFP.

d. The contractor is responsible to make sure that all card accounts established for participants under the contract(s) resulting from this RFP are FDIC insured per individual participant.

e. The contractor may not sell to a third party or use any cardholder account information, including but not limited to names, addresses, social security numbers, and email addresses for such purposes other than those agreed upon in writing between the State Treasurer's Office and the contractor. If any cardholder account information is compromised or a contractor/subcontractor system containing cardholder account information is compromised, the contractor is required to immediately notify the State Treasurer and is responsible for any security breach of such cardholder account information. The contractor shall update the State Treasurer's Office at least weekly following a compromise on the status of the investigation and of any law enforcement or forensic data security investigation findings relating to the incident involving State cardholder data.

f. The contractor is required to complete a joint mailing with the State Treasurer's office at contract conversion to the card association banks located in Nebraska. The mailing will be completed at the expense of the contractor to announce the contract conversion. The State Treasurer and Program Leads will have final approval of the letter and mailing content.

g. The State requires that the contractor be available if requested by the State Treasurer's office to hold monthly conference calls with the State Treasurer's Office and the Program Leads to discuss any updates or concerns that relate to any program(s).

h. Monthly reports will be sent by the contractor to the State Treasurer's Office and the Program Leads. These reports may be emailed or downloadable from the contractor website and must be provided to the State Treasurer's Office and the Program Leads by the 15th day of the month following month end.

REQUIRED MONTHLY REPORTS			
	Type	**Frequency**	**Description**
1	Financial Activity	Monthly	A summary of the total number of loads and amounts.
2	Financial Activity	Monthly	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Monthly	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Cardholder account activity	Monthly	A summary of activated, active, inactive, closed, and escheated accounts.
5	Card issuance activity	Monthly	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

i. State requires the contractor to provide an annual review of the State programs participating under this contract. The review can be provided to the State Treasurer's Office and Program Leads in person or by conference call. The State requires the contractor to review regulatory and industry changes affecting the card programs, discuss industry trends, discuss anticipated changes in existing programs and developments in the other state or governmental programs the contractor is operating. The State program review is an excellent opportunity to discuss the status of existing card programs and plan for future activity of the programs. The annual review would be for a period beginning April 1st and ending March 31st.

4. Annual Report

The contractor is required to provide an annual report for the period 04/1 to 03/31 to the Nebraska State Treasurer's Office for all programs participating in all contracts resulting from this RFP. The annual report shall include the following information for all state agencies, governmental entities, political subdivisions, cities and counties utilizing services under the contract(s) and contract addendums resulting from this RFP. Report information shall be detailed by month and program and include at a minimum the following detail:

	Type	Frequency	Description
1	Financial Activity	Annual	A summary of the total number of loads and amounts.
2	Financial Activity	Annual	A summary of the total number of ATM withdrawals and amount.
3	Financial Activity	Annual	A summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
4	Financial Activity	Annual	Aggregate account balance(s).
5	Cardholder account activity	Annual	A summary of activated, active, inactive, closed, and escheated accounts.
6	Card issuance activity	Annual	A summary of cards issued (initial or replacement), activated, not activated, cancelled or hot carded.

Annual reports must be provided to the State Treasurer's Office and the Program Leads by April 15th of each year.

5. Additional Contracts

The contractor shall notify Nebraska State Treasurer's Office of any additional contracts resulting from this RFP with eligible entities specified in IV. PROJECT DESCRIPTION AND SCOPE OF WORK, A. PROJECT OVERVIEW in advance of contract signing. Said notice shall be sent to:

Jason Walters
Nebraska State Treasurer's Office
State Capitol Building, Suite 2005
P.O. Box 94788
Lincoln, NE 68509
Telephone: 402-471-2793
Facsimile: 402-471-4390
E-Mail: nst.rfpquestions@nebraska.gov

The letter/email notification shall include the entity name and contact instructions (including name, phone number), and program type (i.e. Payroll) at a minimum.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The below narratives were based on the use of 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 ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of the State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

1. BASIC REQUIREMENTS

I. Card Features:

- **a.** Check-less Checking Account
- **b.** No line of credit associated with the card
- **c.** FDIC Insured up to $250,000
- **d.** Only available funds may be withdrawn from the account tied to the card
- **e.** No interest can be charged
- **f.** Does not affect credit history
- **g.** Universal eligibility – no application or credit check
- **h.** Card color and design close to existing card programs
- **i.** No cost to the State or the cardholders for card issuance
- **j.** Activation number must be a toll free number with no costs to the State or the cardholders.

II. Merchant Codes:

Each program will have the option to block any Merchant or Merchant Category Codes as required by the agency.

III. Enrollment Process:

- **a.** Each program has the choice to set up a new account online or send an electronic file to the contractor each work day as needed or the ability to do both.
- **b.** Contractor creates an account for any new cardholders. Information needed for the cardholder would be: First name, middle initial, last name, address, city, state, zip, home phone number, daytime phone, date of birth, social security number, and optional mother's maiden name and email address.
- **c.** Contractor sends new card package to the new account holder within two days and will include the following information:
  - **i.** Debit card in the appropriate color and design for the program
  - **ii.** Schedule of fees
  - **iii.** Terms and conditions
  - **iv.** Information on where and how to use the card
- **d.** Cardholder activates the card by dialing the contractors toll free customer service number.
- **e.** Cardholder activation is not required prior to loading payments.

IV. Demographic Updates:

Each participating State program will have the opinion on how cardholder addresses will be changed. Each State program has listed their specific needs on Form A.

V. Card Loads:

a. Funds will be available to the cardholders at the open of business Central Time on settlement day.

b. Contractor will receive an ACH transaction for loads to the cardholders.

IV. File Transmissions:

The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

a. Connect Direct software

b. SFTP server with public key authentication

c. FTP SSL/TLS server

d. FTP client utilizing VPN

V. Monthly Reports:

a. Each State program and the State Treasurer's Office will receive monthly reports from the contractor's website or transmitted directly to the State program.

b. Monthly reports tracking financial activity will include:

- **i.** Summary of the total number of loads and amounts
- **ii.** Summary of the total number of ATM withdrawals and amounts
- **iii.** Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
- **iv.** Aggregate account balance at the end of the month

c. Monthly reports tracking cardholder activity will include:

- **i.** Summary of activated, active, inactive, closed, and escheated accounts.
- **ii.** Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded.
- **iii.** Summary of the top market segments broken down by type, number of purchase transactions and the percentage of the total monthly sales for each ranked from highest to lowest.

d. Monthly reports tracking customer service activity:

- **i.** Summary of the live calls accepted, answered, abandoned, abandoned < 15 seconds, average speed of answer, and average talk time per call.
- **ii.** Summary of the IVR calls accepted and the total talk time for accepted calls.

VI. Annual Reviews:

a. Annual reviews will be up to the contractor to be held in person or in a conference call.

b. Contractor will supply annual reports per agency tracking financial activity to include:

- i. Summary of the total number of loads and amounts
- ii. Summary of the total number of ATM withdrawals and amounts
- iii. Summary of the total number and dollar amount of PIN based transactions, signature based transactions and POS with cash-back combination transactions.
- iv. Aggregate account balance at the end of the month

v. Summary of activated, active, inactive, closed, and escheated accounts.
vi. Summary of cards issued (initial or replacement), activated, not activate, cancelled or hot carded

VII. Customer Service:

a. Contractor will supply a toll-free number for customer service calls for both the cardholders and the State program staff.
b. Customer service staff should be available to the cardholders 24 hours a day, 7 days a week, 365/366 days a year.
c. Customer service staff should be able to:
  i. Access cardholder account balances,
  ii. General transaction inquiries,
  iii. Reporting of lost/damaged/stolen cards,
  iv. Handle disputed transactions,
  v. Provide cardholder funds availability
  vi. PIN selection/change
  vii. Transactions history information

VIII. Secondary Card:

a. Each program has the option to permit the cardholder with a secondary card, if the Cardholder requests an additional card. The secondary card will access the Primary Cardholder's Account. The Primary Cardholder is at all times liable and responsible for all transactions, fees, negative balances and all other activity with respect to the Secondary Card. The Secondary Card may be used in the same manner as the Primary Cardholder's Card. The holder of a Secondary Card may report the Secondary Card as lost or stolen, but all other Account maintenance can only be performed by the Primary Cardholder. The Secondary Card shall be governed by the terms and conditions of the Card.

If the Primary Cardholder desires to terminate the authority of the holder of the Secondary Card to access the Primary Cardholder's Account, the Primary Cardholder must recover the Secondary Card from that person, destroy the Secondary Card, and call the contractor to provide notice that there is no longer a Secondary Card. The Primary Cardholder will continue to be liable and responsible for all transactions, fees, negative balances and other activity resulting from continued use of the Secondary Card unless the Primary Cardholder requests the contractor to cancel all of the Primary Cardholder's Cards and issue a replacement Card. In addition, if the Primary Cardholder notifies the contractor that a Secondary Card is terminated, contractor may elect to cancel all of the Primary Cardholder's Cards and to issue a replacement Card. If the Primary Cardholder notifies contractor of the Secondary Card termination and request that, or contractor elects to, cancel all of the Primary Cardholder's Cards, the Primary Cardholder will not have access to the Primary Cardholder's Account until the replacement Card is received by the Primary Cardholder.

2. NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)

Location of Program Recipients:

88.67% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing within Nebraska. 10.28% of current payments are sent by direct deposit, electronic payment card or paper warrant to recipients residing in other states (can provide a complete breakdown on the states). 1.05% of current payments are sent by paper warrant to recipients residing within a foreign country (can provide a complete breakdown on the countries).

Program Description:

The NCSPC working with the Nebraska Department of Health and Human Services (DHHS) disburses child support and spousal support payments for the State of Nebraska. Payments are receipted in from employers, non-custodial parties, other State Disbursement Units, financial institutions, government agencies to include the IRS, Nebraska Department of Labor, Nebraska Unclaimed Property, Nebraska Lottery, and others. Federal guidelines require allocation and disbursement of these monies with two business days. Disbursements are made Monday through Friday excluding holidays.

Provider enrollment process:

The custodial party (CP) is required to enroll for direct deposit or an electronic payment card. The NCSPC has an application which reviews the daily paper warrants mailed out. This application generates a form letter requesting the CP to choose between the two electronic means of disbursement or apply for an exemption. The CP's can at any time voluntarily enroll via mail-in form or online at the NCSPC website www.nebraskachildsupport.com. If the CP does not voluntarily enroll after the form letter enrollment processes, the CP is automatically enrolled. The contractor mails a card package to the CP. After seven days, payments begin to load to the card.

State to contractor enrollment process:

An electronic file of the cardholder information is sent on a daily basis to the contractor. The NCSPC also has access to a contractor operated website where enrollment can be made manually in case there are file transmission problems. The same information is provided when enrolling via the contractor's website.

Once the enrollment file is received by the contractor, a card package is mailed to the CP. The CP activates the card by dialing the contractor's toll free customer service number. Upon activation with the contractor, an acceptance file is sent from the contractor to the NCSPC and immediately following this, payments begin being loaded to the card.

If a card which has not been activated seven days after the NCSPC has automatically enrolled the CP, future payments will be loaded to the card. A letter will be generated notifying the CP of the funds loaded to the funds.

3. DEPARTMENT OF HEALTH & HUMAN SERVICES (DHHS)

A. PROVIDERS

Location of Program Recipients:

United States. Recipients are almost entirely in Nebraska, with very few providers in adjoining states.

Program Description:
Individual providers have the option to receive payment by direct deposit or electronic payment cards (EPC). Individuals may provide child care, escort service, chore service, respite care, transportation, etc. for qualifying DHHS clients.

Provider enrollment process:

There are two scenarios -

1. Local office worker offers the payment options to provider as they are enrolled. The provider completes an authorization form, submits it to DHHS. DHHS employees update a computer system to generate a file to the Contractor.

2. If the provider does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

State to contractor enrollment process:
DHHS sends a daily electronic file to the Contractor. Contractor creates an account and mails an EPC to the enrollee, who must call the toll-free number to activate the card. The Contractor sends DHHS a daily electronic file notifying DHHS of cards activated. Any payments DHHS generates for that provider go to the EPC regardless of whether the card is activated or not.

B. GRANTS

Location of Program Recipients:
Nebraska residency is a program eligibility requirement, but temporary absence from the state is permissible.

Program Description:
The purpose of Aid to Dependent Children (ADC) is to maintain dependent children in their own homes if possible and to assist parents to provide care essential to healthy growth and development of children. Assistance through ADC provides financial aid to needy dependent children and to needy parents or relatives with whom the children are living. The purpose of this assistance is to strengthen family life and help parents to reach and maintain self-sufficiency and independence.

The AABD Program was established to provide financial aid and medical assistance to persons in need who are age 65 and older, or who are age 64 and younger and blind or disabled according to the Retirement, Survivors, and Disabled Insurance (RSDI)/Supplemental Security Income (SSI) Program definition of blindness or disability (see 469 NAC 2-007.02).

The State Disability Program was established to provide financial aid and medical assistance to persons who are blind or disabled and who meet the program definition of blindness or disability (see 469 NAC 2-007.02) but do not meet the durational requirements.

The purpose of the Child Welfare Payment and Medical Services Program is to provide payments and/or medical assistance for wards, former wards, children who are being adopted with a subsidy, families of wards or children at risk of becoming wards, foster parents, and families receiving guardianship subsidy.

Independent Living provides payment for a DHHS ward age 16 or older. The DHHS worker and the ward develop a plan involving education or a training program.

The Low Income Energy Assistance Program (LIHEAP) helps people with limited incomes offset the cost of heating and cooling their homes. In most instances the LIHEAP payment is sent to the utility providers however in certain situations, the payment is made directly to the client. Some of these payments are made to the EPC.

Program client enrollment process:

Local office DHHS caseworkers or ACCESSNebraska staff will determine eligibility for one or more of the programs listed above. They also offer cash grant recipients the option of receiving payments via direct deposit or EPC. DHHS staff updates NFOCUS with requests for the EPC and retain a record of the request in the case file. Future payments are then generated to the contractor.

If the client does not select direct deposit or the EPC by the time they are to receive their first payment, NFOCUS defaults to the EPC as the payment method. A file is sent to the Contractor with the appropriate demographic information and the Contractor mails an EPC to the payee. A second file provides payment information. Once the payee receives the EPC, they will activate it thus having access to the first payment and future payments directed to the EPC,

State to contractor enrollment process:
DHHS sends a daily electronic file to the contractor. Contractor creates an account and mails a card to the enrollee, who must call the toll-free number to activate the card. The contractor sends DHHS an electronic file notifying of the card activation; any payments DHHS generates after that go to the card.

4. NEBRASKA DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

Location of Program Recipients:
United States - including US territories: Puerto Rico and US Virgin Islands.
International – Canada.

Program Description:
Unemployment Insurance pays benefits to those unemployed and underemployed individuals who meet monetary and other eligibility criteria. Nebraska pays benefits on a weekly basis. Payments are currently about 35% debit cards and 65% direct deposits. Payments increase in the winter months when seasonal companies experience layoffs.

Provider enrollment process:
Claimant files claim and selects method of payment through automated phone system or Internet. Claimant can change method of payment throughout the time of claim. This is unlimited. Claimants that select debit card, then to direct deposit and back to debit card during the same claim year will have deposits made on the initial debit card

account. If the claimant does not have their card, they will be told to contact the contractor directly to obtain a replacement card. A new enrollment is not sent.

State to contractor enrollment process:
An electronic file is sent on a daily basis with cardholder information. A new claim means a new card enrollment and a new card will be sent to the claimant. An enrollment for a debit card is sent when the claimant meets the first week of eligibility or is in a pay status. DOL will only send one enrollment per the life of a claim (no more than a 52 week period). There may be exceptions with Trade and Extended Unemployment Compensation (EUC) claims which may allow payments to be made on a claim beyond a 52 week period.

5. UNIVERSITY OF NEBRASKA – STIPENDS
Location of Program Recipients:
United States and International.

Program Description:
The Athletic Department began using the Card program in August 2010 to load Athlete payments on a debit card. The program was used to eliminate the need for state warrants. The program is mandatory for all University student athletes. Their scholarship payments, reimbursement for books and supplies, meal money and any other payments are all "loaded" on their card.

Provider enrollment process:
The Athletic Compliance Office gathers the information from the student athletes that are required to enroll each athlete in the card program. The information is submitted via a spreadsheet upload for high volume periods and entered on the website for individual enrollments. Due to students changing addresses frequently, we have the Financial Institution mail all cards to the Athletic Business Office.

6. NEBRASKA DEPARTMENT OF CORRECTIONS – Community Center
Location of Program Recipients:
Community Correctional Center, located in Omaha, NE – average population FY14 including furloughs - 179

Community Correctional Center, located in Lincoln, NE - average population FY14 including furloughs - 415

Program Description:
NDCS provides inmates housed in two community correctional centers and on the Release Furlough Program (RFP) with a Visa branded prepaid stored value card in order to help them transition to living in society. A prepaid debit card is used for making purchases or obtaining cash via an ATM. An inmate can be housed in a community correctional center for a period of a few weeks to a few years depending on their case. The community correctional centers allow inmates a limited amount of cash. Inmates obtain cash via the ATM at the facility or ATM's in the community.

NDCS will load cards 2 times weekly for amounts ranging from $5 - $1500 per inmate. At times circumstances will exist that require an emergency load of funds for immediate need, so a method must be provided for this to occur. A load file will be transferred from NDCS to the contractor. The funding transaction will be sent thru the State Accounting System. Cards may be used at point of sale locations and ATM's outside the facility. NDCS will require the cards issued under this program to have certain Merchant Category Codes blocked in order to restrict access to purchases inmates are not allowed to make while living in Community Correctional Centers. Inmates living in community correctional centers are responsible to manage their cash/purchases within NDCS rules and regulations. In order to regulate these purchases, NDCS requires certain staff to be able to access online, real time transaction information on the cards issued under this program. Available information must include: vendor, transaction amount, and date of transaction. A method for staff and inmates to obtain balance on the card is required. Ability to track purchases is required for NDCS staff to assure that inmates have only been to authorized locations. NDCS also desires to limit daily withdrawals and daily point of sale transactions per day. The bidder should provide information on the possible type of limitations available. Following are the current restrictions:

- One (1) ATM withdrawal per day not to exceed $40
- Five (5) PIN- Based Point of Sale (POS) transactions per day not to exceed $300 in total
- Five (5) Signature Based POS transactions per day not to exceed $300 in total
- No withdrawals of cash at a bank via a teller
- No pay at the pump use
- No website access

Replacement method for lost cards must be outlined along with costs. All costs associated with the prepaid cards must be identified; however, the following costs must be specifically addressed: card issuance, loading amounts on the card, point of sale, ATM withdrawals, including the frequency inmates can make a withdrawal at the facility ATM if it is not associated with your bank and not pay a fee. Bidder must explain process that NDCS will use for loading amounts on the cards and when the funds are available.

7. NEBRASKA DEPARTMENT OF CORRECTIONS – Inmate Release Card Program Implementation Date:
<u>Potential future program (next two or three years)</u>

Location of Program Recipients:
In the United States.

Program Description:
Approximately 250 of the approximate 300 eligible inmates a month are released either by discharge or following the inmate parole hearing. Inmate parole hearings are held at each correctional facility approximately 1-2 days a month depending on the number of cases scheduled. Inmates are released either by discharge or parole from 10 facilities across the State of Nebraska. NDCS Accounting must prepare release statements and checks for the balance of their various inmate accounts. Inmates are eligible to have multiple accounts as a part of the inmate trust system. The release statement and check are sent to the institution pending the inmate’s parole. Currently, if the inmate is paroled the check is issued to the inmate and then the inmate cashes the check upon release. If the parole is denied the check is returned to NDCS Accounting, voided, and the funds returned to the inmate’s accounts.

Inmates have experienced increased difficulty in cashing the release checks. NDCS is interested in issuing a prepaid debit card to discharged and parole eligible inmates in lieu of check payments. At times released inmates are transported directly to bus depots, etc. Often a bank is not open due to releases occurring on holidays and weekends or the time of day that an inmate is transported to the bus depot.

Approximately 7000 checks are issued to released inmates annually (this includes subsequent payments after release for inmate pay and certain refunds). Release checks can range from a few dollars to thousands of dollars. Some inmates will have significant amounts in their accounts due to work release or private venture employment, savings programs, and various funds they may receive from outside sources. Most inmates receive at least one additional check after they are released and some two depending on when inmate payroll is posted. Generally, about 350 checks are issued each month to released and paroled inmates. A method for issuing a card and being able to reload amounts would save a significant amount of time in NDCS Accounting. Released inmates receiving a card for release funds will be given an option to call and activate the cards prior to leaving the correctional facility.

The Contractor must have the ability to issue a prepaid card versus a check to inmates being paroled or discharged. The proposed contractor solution must have the ability to accept multiple load payments as not all funds are available to an inmate on the day of release.

NDCS expects to send the contractor two enrollment files a month for potential released inmates. The contractor will need to outline how the cards could be issued and loaded. Only NDCS Accounting staff would have the authority to close an inmate's account and load the funds; however, cards could be kept at all facilities in safe secured in the Business Office. NDCS will only load cards for inmates that have been granted a parole hearing or are being discharged. The ACH to fund the loads will be sent thru the State Accounting System. On occasion the NDCS Accounting office receives notification that circumstances for a particular inmate have changed and they are being released immediately. The bidder should specify if they have a method for an emergency card issuance and immediate load of funds.

Some inmates when released will return to a foreign country. The bidder shall specify if the cards can be used in a foreign country, specific countries, and differences in fees versus use in the United States.

Provider enrollment process:
The contractor will work with NDCS staff to develop inmate release enrollment forms (if determined necessary), FAQ sheets, and program literature to be understandable to a fifth grade reading level and printed in English and Spanish.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

1) Connect Direct software
2) SFTP server with public key authentication

Cardholder activation required prior to loading payments: No

Cardholder Demographic Updates:
The State cannot require the discharged inmates to provide an address. Inmates being paroled do not generally supply their post release address to Accounting until the time of release. All inmates will be asked to call the bank to update their address in order to receive future statements, etc.

Other program needs:
The contactor must address each element with a detailed description of how the contractor intends to address the requirements. Discussions of methodology, contractor philosophy, benefits and drawbacks of various approaches are encouraged. The bidder shall provide additional sections that will increase the NDCS's understanding of the contractor's approach and options available to this program. The contractor must also include whether contractor can provide ongoing functional support including the costs associated with those paid by the program or those paid by the cardholder. NDCS will work the contractor on the implementation schedule.

The contractor must define clearly the proposed product architecture and delivery environment. The contractor must also address any technology issues that are important to the contractor's proposed approach.

The contractor must describe its approach to service and support of the software. The description must include support hours, methods, committed response times and escalation procedures. The support provided during the implementation and the support provided after implementation must be clearly described.

The bidder shall detail any prior experience in establishing, implementing and managing correctional institution prepaid stored value card programs at the County, State or Federal level.

Provider enrollment process:
NDCS staff will enroll eligible inmates in the card program during the transfer process to the community center. This is currently via a batch process with the file sent daily (Monday through Friday, except State holidays) at approximately 3:00 PM daily. The bidder shall detail alternative options to enroll eligible inmates such as via a website. Inmates are not always committed under their legal name or sometimes change their legal name while in prison. NDCS would prefer to list their committed and legal name on the card; if only one can be listed it will be their committed name. The inmate identification number must be on the card. Identify what options are available for information embossed on the card.

NDCS may choose to use our Inmate Calling System for inmates to call and activate their card and inquire on their balance. This system provides a recorded message indicating it is a call from a prison facility and requires acceptance of the call. The inmate's name is announced in the recorded message. If NDCS does not use the Inmate Calling System it will require use of staff phones and staff time to activate the cards, which we prefer to avoid.

The contractor will work with NDCS staff to develop enrollment forms (if determined necessary), FAQ and program literature to be understandable to a fifth grade reading level and printed in English and Spanish. The bidder shall detail how quickly embossed cards could be available once enrollment is completed.

NDCS Accounting have four staff designated to place debit cards in a hold status, update SSN, update mailing address, and reset PIN lockout. These are important functions to maintain appropriate procedures to protect staff when inmates are removed from community centers to a secure facility. If an inmate is transferred out of the community correctional center and returned to a secure institution, the contractor is required upon notification from NDCS to cancel the card and return the funds to NDCS. Contractor must specify time frame for returning funds, understanding that the inmate may need access to these funds to purchase necessary personal items.

State to contractor enrollment process:
The State of Nebraska's Chief Information Security Officer has established a mandatory requirement that all file transmissions to & from the State of Nebraska be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

1) Connect Direct software
2) SFTP server with public key authentication

8. NEBRASKA PUBLIC EMPLOYEES RETIREMENT SYSTEMS (NPERS)
Location of Program Recipients:
90% of current retirement payments are sent by direct deposit to financial institutions located in Nebraska. The other 10% of retirement clients are located throughout the United States.

Program Description:
The Nebraska Public Employees Retirement Systems (NPERS), under the direction of the Public Employees Retirement Board (PERB), administers several statewide retirement systems for the State of Nebraska.

All five mandatory retirement plans administered by NPERS are governmental plans as defined under Internal Revenue Code § 414(d) and 29 U.S.C. § 1002(32) [i.e. ERISA § 3(32)]. The five mandatory plans NPERS administers are for State, County, School, Judges and Patrol employees. It is anticipated that members of all five plans would be eligible to participate in the card program.

NPERS makes approximately 193,000 payments annually totaling $284,852,000 to retirees. NPERS offers a card program to retirees as an additional payment option for receiving their retirement benefits. Last year, there were approximately 3,800 new retirees enrolled between the five plans. Payments range from $1.84 to $9,228.67. The average retiree payment is $1,470. Retires eligible for benefit payments under multiple programs currently receive separate payments. NPERS would be interested in having multiple retirement program payments loaded to the same card for individual retirees.

Retirees currently receiving payments would be grandfathered in allowing them to continue to receive state warrants (checks). Existing retirees would be given an option to switch payment options. The program would promote the card program as an additional option to direct deposit via their newsletter, periodic mailings and enrollment packages.

Agency website: http://www.npers.ne.gov/public/aboutus/aboutus.jsp

9. **NEBRASKA WORKERS' COMPENSATION COURT (NWCC)**

Location of Program Recipients:

Majority of the cardholders are located within Nebraska, with a small portion located in other States.

Program Description:

The mission of the Nebraska Workers' Compensation Court (NWCC) is to administer and enforce all provisions of the Nebraska Workers' Compensation Act, except those provisions that are committed to the courts of appellate jurisdiction or as otherwise provided by law.

The Vocational Rehabilitation Section is responsible for reviewing and approving proposed vocational rehabilitation plans, certifying vocational rehabilitation counselors and job placement specialists, and appointing a vocational rehabilitation counselor if the parties cannot agree on the selection. The progress of injured workers in an approved plan is monitored, and all payments from the Workers' Compensation Trust Fund for plan expenses must be approved by the vocational rehabilitation section.

Claimants eligible to participate in the stored value card program are injured workers participating in approved vocational rehabilitation plans who are eligible for reimbursement of mileage, supplies, books, and other expenses. Payments are made upon request by claimants. Claimants participate in approved vocational rehabilitation plans that vary in length from 90 days up to 4 years or more.

Provider enrollment process:

Two days after a vocational rehabilitation plan is approved, a letter with a direct deposit enrollment form and a stored value card payment authorization form is sent to the claimant. The claimant has two weeks to return either the direct deposit form or the stored value card payment authorization form. If the NWCC does not receive either form, the claimant is automatically enrolled in the stored value card program.

State to contractor enrollment process:

Once a payment authorization form is received by the NWCC accounting section, the accounting section logs into the vendor's Admin Site and enrolls the claimant. This enrollment creates a cardholder account in the vendor program. Once the account is created the vendor sends a stored value card directly to the cardholder. The cardholder must activate the card once it is received.

10. **NEBRASKA DEPARTMENT OF ADMINISTRATIVE SERVICES - NEBRASKA STATE PAYROLL**

Location of Program Recipients:

Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Program Description:

This program is designed to allow state employees an alternative to the other two methods of receiving pay - receiving a direct deposit into their checking account or receiving a warrant (check) for their pay. Currently over 95% of state employees receive their pay as a direct deposit. Our long term goal is to eliminate warrants and the payroll card is a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees do not have a bank account. The payroll card eliminates this requirement. In addition, the payroll card offers much more security than the cash received from a cashed warrant. It also provides the ability to have the funds available to the employee the first thing on payday, so the employee does not have to wait until the warrant arrives in the mail the day after payday, or even later, depending on mail delivery times. Lost or undelivered warrants will become a thing of the past. Many employees who have direct deposit also have a payroll card as it allows them to have some of their pay deposited directly onto their payroll card in order to take advantage of the debit card feature.

State to contractor enrollment process:
State Accounting employees enter the application information for the AccelaPay card directly into the account setup program supplied by the vendor. Account numbers generated for this payroll card use a static prefix supplied by the vendor to which State Accounting adds the employee's address book (or employee) number. All other information required to create the account is supplied by the employee or gleaned from the State Accounting payroll system. The bidder should provide the employees of State Accounting with the security to access the account setup process, directions and the ability to establish a new account, and the ability to review and change demographic information for the cardholder when required to do so. The payroll card is to be sent directly to the employee once the account is established. State Accounting should receive an electronic report stating when the initial card is sent to the cardholder.

11. UNIVERSITY OF NEBRASKA & STATE COLLEGE (NSCS) – PAYROLL
Location of Program Recipients:
Most employees live in Nebraska. Use of the card has been used throughout the United States and Internationally.

Program Description:
This program has allowed University and NSCS to offer employees an electronic option for receiving pay should they not have a checking or savings account for direct deposit. Currently, the UN has 99% of their employees receiving their pay as a direct deposit and NSCS has 100% of their employees receiving their pay as a direct deposit. On average the UN & NSCS processes less than 15 warrants per month and the stored payroll card has been a great boost to reaching that goal. One of the drawbacks to direct deposits is that the employee must establish a banking relationship, and some employees, particularly non-residents of the U.S. do not have a bank account. The stored payroll card is an option that eliminates this requirement. In addition, the stored payroll card offers the card holders more personal control and security than a cashed warrant. Another benefit, current customer service can be provided to non-residents at an on-site facility that can offer hands on guidance if needed.

Provider enrollment process:
If an employee will be participating in the payroll card program, the employee completes a single paper form at their campus/college payroll department. An enrollment/setup form is required for the stored bank payroll card or the completion of a direct deposit form. The completed stored bank card setup form is remitted to a centralized office for the UN & at NSCS. This will prompt the steps for creating a new card account using the financial institution website and updating the UN & NSCS HR record with relevant stored bank card information. To facilitate and utilize technology more efficiently, having the ability to use a financial approved institution's electronic

form would assist in minimizing legibility issues and aid communication with our non-resident employees. Once the employee is set up, the store bank card financial institution remits the payroll card and applicable stored bank card information directly to the employee.

State to contractor enrollment process:
The UN & NSCS would like to maintain the option to create an electronic method mutually designed and agreed upon by the UN & NSCS and the financial institution which would enable the sign-up data to flow to them and properly set the employee up in the financial institution's system. The bidder shall include any Employee Self Service (ESS) methodology supported and provide any required technical format for the UN & NSCS to examine. Once the bank stored account is setup all communication relevant to activation of the card and any other useful information regarding card usage, replacement, etc. is the responsibility of the stored bank card financial institution. Employees are responsible to update their card information with the stored payroll card financial institution.

Agency website: UN - http://nebraska.edu; NSCS - http://www.nscs.edu/

12. OPTIONAL -Nebraska Game & Parks – Gift Card Program
Program Description & Additional Program Requirements:
NGPC is interested in utilizing a gift card program in lieu of the gift certificate program the agency is currently utilizing. Currently the state agency operates a Nebraska Game & Parks Bucks gift certificate program. Gift certificates are sold in $25 increments – Five $5 sheets. If a gift certificate is redeemed for less than $5, the agency returns the difference back to the individual in cash. The agency currently manually tracks the sales and redemptions since they do not have machine capabilities. The current gift certificates do not have an expiration date and are issued for $100 or less.

Year	Sold	$ of Cards Sold	Redeemed	$ of Cards Redeemed
2014 - as of 4/30/14	390	$1,950	677	$3,385
2013	6689	$33,445	4603	$23,015
2012	5220	$26,100	3822	$19,110
2011	6354	$31,770	4934	$24,670
2010	4859	$24,295	4089	$20,445
2009	5920	$29,600	3645	$18,225
2008	4546	$22,730	3019	$15,095
2007	4329	$21,645	3498	$17,490
2006	7405	$37,025	3750	$18,750
2005	1757	$8,785	38	$190
no date			505	$2,525
	47469	$237,345	32580	$162,900

The agency is interested in being able to load, issue, and redeem gift cards at all park locations, district offices, by phone and via the internet. The State would not be limited to Visa or MasterCard Branded Card for this program. NGPC has approximately 95 cash registers plus the ReserveAmerica machines which are computers with POS and credit card slide attached. The bidder shall detail the options available to NGPC. The card design must identify and be approved by NGPC. The bidder will need to have a system available or an online solution for NGPC to track the issuance, balances, redemption and escheatment of cards and balances on the cards. The state agency is interested in operation solutions that would allow the funds to be held and managed by the NGPC staff and the option for the bidder to manage the program and the escheatment process.

The bidder will detail options available to meet the needs of the agency. The bidder shall detail the required equipment needed in order to run a gift card program. (The cost must be detailed in the cost proposal pieces). The bidder will provide a flow chart for all suggested options of the gift card process from issuance, load, purchase authorization and settlement. The bidder will provide a written narrative either separately or on the flow chart to detail the process. The bidder must not propose cost prohibitive options (equipment too costly or bidder's fees are too high). The bidder will detail how NGPC staff and the gift card holder will be able to check card balances. The bidder shall detail its experience with programs charging a fee in conjunction with the gift card to handle program administration/issuance costs. The bidder will discuss how their proposed solutions will meet State of Nebraska Unclaimed Property Laws.

The bidder should detail their experience at handling gift card programs and any previous experience handling state government or Game & Parks programs.

E. FUNCTIONAL REQUIREMENTS

Bidders must address the functional requirements in Attachment A, Form A.2 – A.12.

F. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State Treasurer's Office and Project Leads to research and correct problems in a timely and professional manner throughout the entire contract.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process to include all programs listed in this RFP, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Bidder must include the resources and support that will be provided for the contract period. Does bidder assign an implementation team or manager?

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.

2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?

3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?

4. Describe any on-going training that would be available as upgrades or system changes occur.

I. DELIVERABLES (REQUIRED)

This is a no cost contract to the State. Fees paid by the cardholder will be fixed in the bid process of this RFP and will be constant for the length of the contract and any extension periods. In evaluating proposals the State will be looking to minimize fees paid by cardholders for routine uses of the cards.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Fee Schedule. 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 Fee Schedule are presented separately in the following subdivisions; format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of four (4) sections:

1. “State of Nebraska Request for Proposal For Contractual Services” form, signed in ink;
2. Form A.1 and Financial Statements;
3. Corporate Overview; and
4. Technical Approach, including Forms A.2 – A.12

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.

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 and has so indicated on the RFP cover page under “Bidder must complete the following”.

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow 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, earning, 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 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 must 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.

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 Forms A.2 – A.12
d. Detailed project work plan; and
e. Deliverables and due dates.

B. FEE SCHEDULE REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Fee Schedule. The bidder must submit the Fee Schedule in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. FEE PRICING SUMMARY

This summary shall present the total fixed price to be charged to the cardholders as listed in the Request for Proposal. The bidder must include details in the Fee Schedule supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Fee Schedule for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required that will be accessed to the cardholders of these programs.

2. PRICES

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Form A

Bidder Contact Sheet

Request for Proposal Number NST #080414

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

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

Each bidder 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 NST #080414

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

NE CHILD SUPPORT PAYMENT CENTER

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	**2012**	$5,283,918	46,021	**2013**	$6,378,313	50,540	32,033
February	**2012**	$6,206,688	44,818	**2013**	$5,908,918	43,126	32,471
March	**2012**	$6,773,245	47,003	**2013**	$6,689,866	45,769	32,633
April	**2012**	$6,065,380	43,615	**2013**	$7,177,004	47,762	32,832
May	**2012**	$7,006,297	50,705	**2013**	$7,206,909	52,560	33,397
June	**2012**	$5,869,235	45,884	**2013**	$5,960,694	45,143	33,553
July	**2012**	$5,941,720	46,666	**2013**	$6,595,814	51,423	33,741
August	**2012**	$6,199,343	47,559	**2013**	$6,117,553	47,113	33,961
September	**2012**	$5,625,943	42,148	**2013**	$6,094,210	45,971	33,887
October	**2012**	$6,440,603	49,824	**2013**	$6,682,751	52,158	33,739
November	**2012**	$5,963,638	45,967	**2013**	$5,943,984	44,529	33,531
December	**2012**	$5,614,556	43,119	**2013**	$6,513,783	50,749	33,923
Totals	**2012**	$69,990,566	553,329	**2013**	$77,269,799	576,843	

Month	Year	$$ Loads	# Loads	Active Cards
January	**2014**	$6,246,405	49,443	34,064
February	**2014**	$6,158,425	44,650	34,142
March	**2014**	$7,078,016	47,829	34,343
April	**2014**	$7,654,292	53,626	34,681
May	**2014**	$6,756,737	49,758	34,129
June	**2014**	$6,267,867	48,611	34,539

DHHS PROGRAM

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	**2012**	$1,653,776	2,519	**2013**	$3,240,469	6,870	29,659
February	**2012**	$1,479,963	2,305	**2013**	$5,247,197	18,104	31,204
March	**2012**	$1,947,951	3,294	**2013**	$7,346,531	28,885	33,450
April	**2012**	$1,648,877	2,462	**2013**	$2,915,544	5,151	34,974
May	**2012**	$1,769,841	3,015	**2013**	$7,207,505	27,333	36,275
June	**2012**	$2,201,115	4,314	**2013**	$6,045,685	17,909	37,389
July	**2012**	$2,502,253	4,142	**2013**	$3,352,603	5,631	38,765
August	**2012**	$7,200,568	26,830	**2013**	$7,679,402	27,649	40,048
September	**2012**	$4,873,964	15,418	**2013**	$2,958,591	4,811	41,248
October	**2012**	$2,768,299	4,803	**2013**	$5,077,136	15,979	41,961
November	**2012**	$6,941,231	26,002	**2013**	$7,473,291	27,108	42,706
December	**2012**	$7,034,638	24,854	**2013**	$5,191,458	15,844	43,679
Totals	**2012**	$42,022,476	248,958	**2013**	$63,735,412	201,274	

Month	Year	$$ Loads	# Loads	Active Cards
January	**2014**	$5,089,225	15,439	44,524
February	**2014**	$4,764,256	14,726	45,084
March	**2014**	$3,451,759	6,569	45,641
April	**2014**	$4,987,699	14,874	46,405
May	**2014**	$6,605,253	23,515	46,609
June	**2014**	$3,154,233	5,012	47,215

NE DEPARTMENT OF LABOR – UNEMPLOYMENT INSURANCE

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	**2012**	$7,712,827	34,903	**2013**	$6,535,307	27,489	68,671
February	**2012**	$9,190,159	41,943	**2013**	$5,386.024	22,776	66,971
March	**2012**	$7,938,093	35,255	**2013**	$5,041,215	21,202	65,578
April	**2012**	$6,248,867	28,270	**2013**	$4,092,366	17,672	64,558
May	**2012**	$6,678,883	30,683	**2013**	$3,963,530	17,981	63,721
June	**2012**	$5,547,755	25,022	**2013**	$2,615,529	12,047	62,714
July	**2012**	$4,974,293	22,493	**2013**	$3,383,239	15,800	62,050
August	**2012**	$5,617,270	25,313	**2013**	$2,965,950	13,941	60,935
September	**2012**	$4,115,698	18,046	**2013**	$2,476,743	11,513	60,088
October	**2012**	$4,672,685	20,757	**2013**	$2,951,615	13,623	59,212
November	**2012**	$4,292,582	19,210	**2013**	$2,697,580	12,095	58,062
December	**2012**	$4,467,169	19,458	**2013**	$3,988,950	17,069	56,914
Totals	**2012**	$71,456,281	321,353	**2013**	$46,098,049	203,208	

Month	Year	$$ Loads	# Loads	Active Cards
January	**2014**	$4,027,038	16,050	55,782
February	**2014**	$3,539,795	14,244	54,777
March	**2014**	$3,414,547	13,746	53,882
April	**2014**	$2,716,283	11,271	53,049
May	**2014**	$1,991,298	8,258	52,177
June	**2014**	$1,749,918	7,457	51,095

UNIVERSITY of NEBRASKA – STIPENDS

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	**2012**	$426,115	890	**2013**	$204,016	589	623
February	**2012**	$235,867	681	**2013**	$433,275	1,128	635
March	**2012**	$233,392	538	**2013**	$262,297	652	652
April	**2012**	$86,406	263	**2013**	$118,330	394	661
May	**2012**	$283,923	575	**2013**	$253,954	618	657
June	**2012**	$164,243	197	**2013**	$168,997	218	656
July	**2012**	$116,807	141	**2013**	$78,932	104	549
August	**2012**	$199,671	332	**2013**	$291,778	467	588
September	**2012**	$220,890	939	**2013**	$241,633	603	652
October	**2012**	$295,060	814	**2013**	$335,042	626	685
November	**2012**	$309,028	1,158	**2013**	$322,595	878	703
December	**2012**	$157,629	399	**2013**	$140,791	478	701
Totals	**2012**	$2,729,031	6,927	**2013**	$2,851,640	6,755	

Month	Year	$$ Loads	# Loads	Active Cards
January	**2014**	$433,052	933	724
February	**2014**	$280,725	817	726
March	**2014**	$275,590	584	725
April	**2014**	$215,105	566	735
May	**2014**	$166,975	535	735
June	**2014**	$174,843	201	744

NE DEPARTMENT OF CORRECTIONS

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$146,877	1,110	2013	$145,135	1,247	2,109
February	2012	$149,361	1,128	2013	$126,363	1,092	2,059
March	2012	$182,303	1,348	2013	$114,395	1,099	2,077
April	2012	$140,048	1,070	2013	$115,385	1,098	2,099
May	2012	$184,267	1,357	2013	$151,848	1,347	2,059
June	2012	$154,265	1,110	2013	$130,773	1,111	2,039
July	2012	$139,296	1,029	2013	$135,236	1,144	2,039
August	2012	$184,755	1,396	2013	$183,568	1,412	2,012
September	2012	$149,892	1,093	2013	$142,370	1,114	1,990
October	2012	$146,038	1,096	2013	$179,999	1,357	1,984
November	2012	$160,188	1,290	2013	$147,370	1,156	1,977
December	2012	$128,601	1,055	2013	$123,916	1,120	1,984
Totals	2012	$1,865,891	14,082	2013	$1,696,358	14,297	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$144,995	1,272	1,956
February	2014	$168,645	1,496	1,956
March	2014	$121,876	1,109	1,914
April	2014	$125,739	1,149	1,915
May	2014	$155,023	1,407	1,816
June	2014	$130,679	1,130	1,859

NE PUBLIC EMPLOYEES RETIREMENT SYSTEM

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012			2013	$15,347	32	37
February	2012	$3,453	8	2013	$15,588	34	38
March	2012	$3,973	11	2013	$16,728	36	37
April	2012	$4,168	14	2013	$16,752	36	40
May	2012	$4,166	13	2013	$17,016	38	41
June	2012	$6,139	14	2013	$16,817	37	41
July	2012	$6,174	14	2013	$19,615	39	45
August	2012	$6,324	15	2013	$21,875	40	46
September	2012	$9,397	17	2013	$25,707	43	49
October	2012	$11,749	20	2013	$28,212	44	50
November	2012	$13,198	21	2013	$28,918	45	52
December	2012	$16,019	36	2013	$32,341	48	60
Totals	2012	$84,760	183	2013	$254,916	472	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$33,981	53	61
February	2014	$33,982	54	62
March	2014	$37,359	54	66
April	2014	$37,079	56	67
May	2014	$37,087	56	69
June	2014	$40,139	60	70

NE WORKERS' COMPENSATION COURT

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	0	0	2013	$25	1	6
February	2012	0	0	2013	0	2	1
March	2012	0	0	2013	$1,518	21	12
April	2012	0	0	2013	$3,072	8	17
May	2012	0	0	2013	$4,675	19	20
June	2012	0	0	2013	$5,792	28	23
July	2012	0	0	2013	$5,508	19	31
August	2012	0	0	2013	$3,662	18	33
September	2012	0	0	2013	$2,281	25	38
October	2012	0	0	2013	$4,475	25	44
November	2012	0	0	2013	$6,252	27	48
December	2012	0	0	2013	$5,174	35	53
Totals	2012	0	0	2013	$42,434	228	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$4,274	33	57
February	2014	$4,675	32	63
March	2014	$5,933	39	69
April	2014	$8,086	42	76
May	2014	$11,538	47	81
June	2014	$8,005	46	83

NE STATE PAYROLL

Month	Year	$$ Loads	# Loads	Year	$$ Loads	# Loads	Active Cards
January	2012	$513,036	1,068	2013	$521,578	1,031	1,352
February	2012	$506,041	1,079	2013	$491,071	1,027	1,373
March	2012	$502,974	1,085	2013	$498,435	1,041	1,375
April	2012	$503,103	1,096	2013	$502,073	1,070	1,362
May	2012	$806,448	1,650	2013	$787,412	1,607	1,370
June	2012	$533,311	1,112	2013	$538,647	1,132	1,341
July	2012	$619,508	1,374	2013	$543,115	1,120	1,357
August	2012	$599,753	1,338	2013	$542,492	1,136	1,341
September	2012	$550,531	1,116	2013	$556,671	1,122	1,364
October	2012	$806,208	1,614	2013	$817,722	1,623	1,370
November	2012	$549,653	1,066	2013	$527,803	1,083	1,380
December	2012	$559,167	1,040	2013	$544,695	1,066	1,386
Totals	2012	$7,049,733	14,638	2013	$6,871,714	14,058	

Month	Year	$$ Loads	# Loads	Active Cards
January	2014	$535,647	1,054	1,395
February	2014	$509,373	1,023	1,382
March	2014	$510,322	1,038	1,377
April	2014	$755,938	1,551	1,395
May	2014	$500,545	1,055	1,249
June	2014	$521,398	1,083	1,305

UNIVERSITY of NEBRASKA - PAYROLL							
Month	**Year**	**$$ Loads**	**# Loads**	**Year**	**$$ Loads**	**# Loads**	**Active Cards**
January	**2012**	$33,990	85	**2013**	$25,930	81	179
February	**2012**	$41,178	107	**2013**	$41,749	99	184
March	**2012**	$43,680	104	**2013**	$35,583	100	188
April	**2012**	$37,374	99	**2013**	$29,400	87	189
May	**2012**	$46,980	133	**2013**	$42,570	113	196
June	**2012**	$26,602	65	**2013**	$28,766	63	198
July	**2012**	$24,734	67	**2013**	$26,112	71	204
August	**2012**	$29,291	73	**2013**	$30,202	74	209
September	**2012**	$33,946	104	**2013**	$32,750	86	218
October	**2012**	$39,446	118	**2013**	$59,723	167	226
November	**2012**	$53,817	170	**2013**	$40,605	109	225
December	**2012**	$34,100	102	**2013**	$39,238	117	231
Totals	**2012**	$445,138	1,227	**2013**	$432,628	1,167	

Month	**Year**	**$$ Loads**	**# Loads**	**Active Cards**
January	**2014**	$31,561	85	239
February	**2014**	$38,952	103	235
March	**2014**	$40,040	111	236
April	**2014**	$38,095	102	237
May	**2014**	$58,163	162	237
June	**2014**	$32,155	70	234

STATE COLLEGE PAYROLL							
Month	**Year**	**$$ Loads**	**# Loads**	**Year**	**$$ Loads**	**# Loads**	**Active Cards**
January	**2012**	$84	1	**2013**	$29	1	8
February	**2012**	$238	2	**2013**	$138	2	8
March	**2012**	$209	2	**2013**	$131	2	8
April	**2012**	$244	3	**2013**	$29	1	8
May	**2012**	$836	5	**2013**	$34	2	7
June	**2012**	$1,059	4	**2013**	0	0	7
July	**2012**	$437	3	**2013**	0	0	7
August	**2012**	$299	2	**2013**	0	0	6
September	**2012**	$182	1	**2013**	0	0	5
October	**2012**	$51	2	**2013**	0	0	5
November	**2012**	$83	2	**2013**	0	0	5
December	**2012**	0	0	**2013**	0	0	5
Totals	**2012**	$3,722	27	**2013**	$361	8	

Month	**Year**	**$$ Loads**	**# Loads**	**Active Cards**
January	**2014**	0	0	6
February	**2014**	0	0	6
March	**2014**	0	0	5
April	**2014**	0	0	3
May	**2014**	0	0	2
Junr	**2014**	0	0	2

Exhibit 2
File Formats Nebraska Child Support (NCSPC or SDU)

File Name	File Sent From	File Sent To	Description
EPC Enrollment	SDU	Contractor	This file contains the enrollment information that contractor requires to send the individual their stored value card packet.
EPC Acceptance	Contractor	SDU	This file contains the information on the individuals who have called the contractor to activate their stored value card. The SDU downloads this file and uses it to update the activation date on the individuals EPC financial record. Once the card is activated, the SDU starts applying child support payments to the card.
EPC Demographic	SDU	Contractor	This file contains the name and address updates made by the SDU of individuals who have active EPC cards. The contractor uses this file to update their name and address records.
EPC Incoming Demographic Changes	Contractor	SDU	This file contains the name and address updates made by the contractor. The SDU is not currently processing this file.

Nebraska Child Support (NCSPC or SDU) continued

General Header and Footer records

INPUT FIELDS: 000 - Header

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
FILLER	5	5							
FILLER	10	19							
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields
		1092							

INPUT FIELDS: 999 - Trailer

CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
FILLER	5	5							
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields
		1092							

*****EVERY RECORD SHOULD BE FOLLOWED WITH A CARRIAGE RETURN*****

Nebraska Child Support (NCSPC or SDU) continued

Stored Value Card Enrollment Files

Header

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
CONTROL NUMBER	5	5	yes		X			US Bank	Institution ID
FILLER	10	19			X				
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Detail

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0101	X				
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8		zeroes	9				CCYYMMDD
Update Time	37	6		zeroes	9				HHMMSS
Program ID	43	11	yes		X	Left			
Account Number	54	11	yes	zeroes	9	Right	zeroes		
Tran Amount	65	11		zeroes	9	Right	zeroes		zero fill
Expiration Date	76	8		zeroes	9	Right	zeroes		zero fill
Print Amt	84	1	yes		X				N
Special Handling	85	1	yes		X				N/X/R
Name1	86	26	yes		X	Left			First_Mi_Last
Name2	112	26			X				Blank
Address1	138	30	yes		X	Left			
Address2	168	30	yes		X	Left			
City	198	20	yes		X	Left			
State	218	2	yes		X	Left			
Country	220	3	yes		X	Left			USA
Zip	223	5	yes		9	Left			
Zip Area	228	4			9	Left			
Message1	232	35			X				
Message2	267	35			X				
Message3	302	35			X				
Address3	337	30			X				Required For Foreign Address
Home Phone	367	10		zeroes	9	Right	zeroes		
Business Phone	377	10		zeroes	9	Right	zeroes		
SSN	387	9							
DOB	396	8			9				CCYYMMDD
Mother's Maiden Name	404	18	yes	Right 4 SSN + Left 7 Last Name	X	Left			
Branded	422	26							Blank

UserData	448	25							Blank
PIN	473	4							Blank
Employee ID	477	30							Blank
Email Address	507	39			X	Left			
Hierarchy Org	546	11							Blank
Hierarchy Div	557	11							Blank
Message4	568	35							Blank
Emboss1	603	26							Blank
Emboss2	629	26							Blank
Filler	655	438							

Footer

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
CONTROL NUMBER	5	5							Institution ID
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Nebraska Child Support (NCSPC or SDU) continued
EPC Acceptance

Header
There is no header as such. The code looks through the html file for the <PRE> tag and then begins reading detail records.

Detail

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Card Number	1	19			X	Left			
Member Number	20	3		zeros	9				
Last Name	23	15			X	Left			
First Name	38	10			X	Left			
Address1	48	30			X	Left			
Address2	78	30			X	Left			
City	108	20			X	Left			
State	128	2			X	Left			
Country	130	3			X	Left			USA
Zip	133	9			9	Left			
SSN	142	11			9	Right	zeros		
Issue Date	153	8			9				CCYYMMDD
Active Date	161	8			9				CCYYMMDD
Employee ID	169	15			X	Left			SSN
Filler	184	72							

Footer
There is no footer. The code processes detail records until it finds the </PRE>
tags

Nebraska Child Support (NCSPC or SDU) continued
EPC Demographic

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-000-REC-ID	1	4	yes	0000	X			cust	record type indicator
CONTROL NUMBER	5	5	yes		X			US Bank	Institution ID
FILLER	10	19			X				
CB-000-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-000-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

230 Record

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0230	9				0230
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8	yes	zeros	9				CCYYMMDD
Update Time	37	6	yes	zeros	9				HHMMSS
Last Name	43	15			X				if changed
First Name	58	10			X				if changed
Name Line 1	68	26			X				if changed
Name Line 2	94	26			X				if changed
Address 1	120	30			X				if changed
Address 2	150	30			X				if changed
City	180	20			X				if changed
State	200	2			X				if changed
Country	202	3			X				if changed
Zip	205	5	yes		9				if changed
Zip Area	210	4			9				if changed
Filler	214	879							

310 Record

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
Record Type	1	4	yes	0310	9				0310
Institution Number	5	5	yes		X				
Card Number	10	19							
Update Date	29	8	yes	zeros	9				CCYYMMDD
Update Time	37	6	yes	zeros	9				HHMMSS
Home Phone	43	10			9				
Business Phone	53	10			9				
SSN	63	9			9				

DOB	72	8			9				CCYYMMDD
Mothers's Maiden Name	80	18	yes		X	Left			
Statement Indicator	98	1							
Filler	99	994							

Footer

Field Names	Pos	Len	Req	Default	Type	Justify	Padding	Created By	Explanation
CB-999-REC-ID	1	4	yes	9999	X			cust	record type indicator
CONTROL NUMBER	5	5							Institution ID
FILLER	10	19							
CB-999-UPDATE-DATE	29	8	yes	zeroes	9		zeroes	cust	CCYYMMDD
CB-999-UPDATE-TIME	37	6	yes	zeroes	9		zeroes	cust	HHMMSS
FILLER	43	1050			X				future fields

Exhibit 3
File Formats DHHS Providers and DHHS Grants

File needs header and footer record					
Field	**Type**		**Offset**	**Length**	**Comments**
Record ID number	Z	4	1	4	Required
					Always "0101"
					0000 on header record
					9999 on footer record
Institution identifier	C	5	5	5	Required
					00U21
					Right-justified, zero filled
					Blanks on header/footer
Cardholder account number	C	19	10	19	Required if not using account number generation
spaces					Left-justified, space filled
					Must be spaces if using account number generation
Update date	Z	8	29	8	Required on header and footer also
					CCYYMMDD
Update time	Z	6	37	6	Required on header and footer also
					HHMMSS
Prefix number	C	11	43	11	Required
					Left-justified, space filled
					446053290 (provided by US Bank)
Transaction account number	Z	11	54	11	Optional
zeros					Right-justified, zero filled
					Zeroes if not used
Initial transaction amount	Z	11	65	11	Optional
zeros					Zeroes if not used
Expiration date	Z	8	76	8	Required
zeros					CCYYMMDD
Print dollar amount on card indicator	C	1	84	1	Required
N					Y-Yes
					N-No
Special handling indicator	C	1	85	1	Required
N					X-Expedite
					N-No special handling
Cardholder name one	C	26	86	26	Required
					Left-justified, space filled
					First name space Last name
Cardholder name two	C	26	112	26	Optional
space					Left-justified, space filled
					Spaces if not used
Street address line one	C	30	138	30	Required

					Left-justified, space filled
Street address line two	C	30	168	30	Optional
					Left-justified, space filled
					Spaces if not used
City	C	20	198	20	Required
					Left-justified, space filled
State	C	2	218	2	Required
					Left-justified, space filled
					See "State and Province Codes"
Country	C	3	220	3	Required
					"USA" if spaces or "***"
					See "Country Codes"
ZIP Code	C	5	223	5	Required
ZIP+4 extension	C	4	228	4	Optional
					Spaces if not used
Message line one	C	35	232	35	Optional
space					Spaces if not used
Message line two	C	35	267	35	Optional
space					Spaces if not used
Message line three	C	35	302	35	Optional
space					Spaces if not used
Street address line three	C	30	337	30	Optional
space					Left-justified, space filled
					Spaces if not used
Primary cardholder home telephone number	Z	10	367	10	Optional
zeros					Zeroes if not used
Primary cardholder business telephone number	Z	10	377	10	Optional
					Zeroes if not used
Primary cardholder taxpayer identification number	Z	9	387	9	Required
					Zeroes if not used
Primary cardholder birth date	Z	8	396	8	Optional
zeros					CCYYMMDD
					Zeroes if not used
Primary cardholder mother's maiden name	C	18	404	18	Optional
If no maiden name, fill with SSN/FID					Spaces if not used
Optional emboss line	C	26	422	26	Optional
Space					Spaces if not used
User data	C	25	448	25	Optional
Space					Spaces if not used
Security code	C	4	473	4	Optional
Space					Spaces if not used
Participant ID number	C	17	477	17	Required

Nxyyyyyyyy					Left-justified, space filled
x = A or O or V y = arp/org id					Spaces if not used

Filler	C	13	494	13	Required
					Always spaces
Primary cardholder e-mail address	C	39	507	39	Optional
					Spaces if not used
Organization ID number	C	11	546	11	Optional
					Spaces if not used
Division ID number	C	11	557	11	Optional
					Spaces if not used
Message line four	C	35	568	35	Optional
					Spaces if not used
Emboss name one	C	26	6'03	26	Optional
					Spaces if not used
Emboss name two	C	26	629	26	Optional
					Spaces if not used
FILLER	C	438	655	438	Spaces
Notation: C = Alpha-numeric Z = Numeric					

Exhibit 4
NE Unemployment Insurance File Formats

Header Record				
Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"0000"	Constant
Filler 1	5	Character	Spaces	Constant
Filler 2	19	Character	Spaces	Constant
Updated Date	8	Character	Current	CCYYMMDD
Updated Time	6	Character	Current	HHMMSS
Filler 3	1050	Character	Spaces	Constant
Filler 4	107	Character	Spaces	Constant
Total record length:	**1199**			
Detail Record				
Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"0101"	Constant
Financial Institution Number	5	Character	"00U21"	Constant
Card Number	19	Character	Spaces	Constant
Updated Date	8	Character		CCYYMMDD
Updated Time	6	Character		HHMMSS
Program ID	9	Character	"446053590"	Constant
Filler	2	Character	Spaces	Constant
Transaction Amount Number	11	Character	Zeros	Constant
Transaction Amount	11	Character	Zeros	Constant
Expiration Date	8	Character	Zeros	Constant
Print Amount On the Card	1	Character	Spaces	Constant
Special Handling	1	Character	"N"	Constant
Claimant Name	26	Character		FirstName + " " + MiddleInitial + " " + LastName
Name 2	26	Character	Spaces	Constant
Street Address 1	30	Character		
Street Address 2	30	Character		
City	20	Character		
State	2	Character		
Country	3	Character	"USA"	Constant
Zip code	5	Character		
Zip +4	4	Character	Spaces	Valid 4 digit zip extension or Spaces.
Message 1	35	Character	Spaces	Constant
Message 2	35	Character	Spaces	Constant
Message 3	35	Character	Spaces	Constant
Address 3	30	Character		

Home Phone	10	Character	Zeros	Constant
Business Phone	10	Character	Zeros	Constant
SSN	9	Character		
DOB	8	Character		CCYYMMDD
Mothers Maiden Name	18	Character		
Optional Emboss Line 4	26	Character	Spaces	Constant
User Data	25	Character	Spaces	Constant
Security Code	4	Character	Spaces	Constant
Account Number	17	Character		Our Generated Account number. "NU" + 10 Digit Claimant ID + 3 digit Sequence number.
Fill	599	Character	Spaces	Constant
Fill	107	Character	Spaces	Constant
Total record length:	1199			

Trailer

Field Name	**Length**	**type**	**Default**	**Description.**
Record type	4	Character	"9999"	Constant
Filler 1	5	Character	Spaces	Constant
Filler 2	19	Character	Spaces	Constant
Updated Date	8	Character		CCYYMMDD, Same as header and all detail records in the file.
Updated Time	6	Character		HHMMSS, Same as header and all detail records in the file.
Filler 3	1050	Character	Spaces	Constant
Filler 4	107	Character	Spaces	Constant
Total record length:	1199			