State of Nebraska (State Purchasing Bureau)

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
4326Z1	**April 11, 2013**
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 13, 2013 2:00 p.m. Central Time	**Robert Thompson**

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4326Z1 for the purpose of selecting a qualified contractor to provide recycling services for end of life electronic equipment.

Written questions are due no later than April 22, 2013, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and two (2) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

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

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 (see Section III) and certifies that bidder maintains a drug free work place environment.

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.

Addendum: Something added or to be added.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

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

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

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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 provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractor's total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

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

Contractor: Any person or entity that supplies goods and/or services.

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

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

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.

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

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.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

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

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

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

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

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

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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

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

Project: The total of all software, documentation, and services to be provided by the contractor under the contract.

Proposal: The executed document submitted by a bidder in response to a Request for 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: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

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

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

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 Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

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

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

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

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

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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, 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)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4326Z1 for the purpose of selecting a qualified contractor to provide recycling services for end of life electronic equipment.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective the date of award, with the option to renew for four (4) 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: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

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	April 11, 2013
2.	Last day to submit written questions	April 22, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 2, 2013
4.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	May 13, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	May 13, 2013
6.	Evaluation period	May14 through May 23, 2013
7.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 29, 2013
8.	Contract award	June 28, 2013
9.	Contractor start date	July 8, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Robert Thompson
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing recycling services for end of life electronic equipment 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

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.

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. 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 State Purchasing Bureau and clearly marked "RFP Number 4326Z1; Recycling Services for End of Life Electronic Equipment Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4326Z1; Recycling Services for End of Life Electronic Equipment Questions".

Written answers will be provided through an addendum to be posted on the Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm on or before the date shown in the Schedule of Events.

E. 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, clearly identified as such, and two (2) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. 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. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". 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, 402-471-2401 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.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 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 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.

F. 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 after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

G. 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).

H. 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.

I. 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. Signed Request For Proposal For Contractual Services form; and
2. Cost Proposal.

J. 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.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: 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.

K. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 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.

L. 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 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, (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.

A. GENERAL

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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 signed Request for Proposal form and the Contractor's Proposal;
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 and Provide Alternative within RFP Response (Initial)

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, 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: http://www.das.state.ne.us/materiel/purchasing/rfp.htm

Grievance and protest procedure is available on the Internet at: http://www.das.state.ne.us/materiel/purchasing/agencyservicesprocurementmanual/ProtestGrievanceProcedureForServices.doc

Any protests must be filed by a vendor within ten (10) calendar 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 and Provide Alternative within RFP Response (Initial)

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 or privileges of employment because of race, color, religion, sex, disability, 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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor

is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her 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 an Additional Insured. 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

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, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). 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 Administrative Services State Purchasing Bureau 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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 subcontractors' services, the subcontractors' 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 and Provide Alternative within RFP Response (Initial)

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.

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (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 and Provide Alternative within RFP Response (Initial)

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, 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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 or mandatory requirements. “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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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) 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 and Provide Alternative within RFP Response (Initial)

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 30 days 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) 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 State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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) 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 and Provide Alternative within RFP Response (Initial)

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) 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 and Provide Alternative within RFP Response (Initial)

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. PENALTY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

DD. FORCE MAJEURE

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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

own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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

FF. PAYMENT

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

GG. INVOICES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

HH. AUDIT REQUIREMENTS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

II. TAXES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal 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 his or her 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. PRICES

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, 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.

QQ. BEST AND FINAL OFFER

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

RR. ETHICS IN PUBLIC CONTRACTING

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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 or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 and Provide Alternative within RFP Response (Initial)

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 state statute (Neb. Rev. Stat. §81-15, 159).

YY. DRUG POLICY

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

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. NEW EMPLOYEE WORK ELIGIBILITY STATUS

_____Accept (Initial) _____Reject (Initial) _____Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

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 and Provide Alternative within RFP Response (Initial)

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.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. OVERVIEW

The State of Nebraska is seeking proposals to establish a contract to provide recycling services for end-of-life electronic equipment. The subsequent contract will be available for use by all State Agencies, Boards, and Commissions (ABC).

State Surplus Property is the primary point of contact for the Contractor and ABC users and is located at 5001 South 14th Street, Lincoln, NE 68509. State Surplus Property is tasked with both managing state equipment assets and managing the State's recycling initiatives. State Surplus Property's mission also includes the sale of all obsolete and end-of-life state equipment. To the extent that equipment surplused by ABCs is salable, State Surplus will manage that process. Only those items with little or no resale value will be considered for recycling.

Recycling collection will occur three ways under this RFP:

1. The Contractor will come to a specific ABC location (subject to minimum quantity requirements);

2. The Contractor will collect from an outside collection container located at State Surplus Property (ABCs having brought their items directly to State Surplus Property); and

3. An ABC may choose to deliver electronic waste to the Contractor's physical location, as provided by the Contractor.

The Contractor must be able to accommodate all of the above types of collections.

When submitting proposals, a Bidder may choose among any and/or all of attached Forms B, C, D and E; however, each form selected by the Bidder must be fully completed to allow for evaluation. All awards will be made in a manner deemed in the best interest of the State.

B. SCOPE

The purpose of this RFP is to establish a contract to provide recycling services for end of life electronic equipment including but not limited to the following:

- Computer components, computer peripherals and miscellaneous electronics, including televisions and computer monitors, servers, printers, fax machines, central processing units (CPUs), keyboards, accessories, telephones and cell phones.

- CRT (Cathode Ray Tube) – containing electronics

Batteries that may be included with above items shall be processed by the Contractor to a battery recycling facility or at a permitted treatment storage and disposal facility (TSDF) in compliance with Nebraska Administrative Code, herein after referred to as NAC Title 128, Nebraska Hazardous Waste Regulations, as appropriate.

Please refer to Attachment One for usage data from October 2010 through September 2011. The figures listed on Attachment One are for reference only and do not constitute a minimum or maximum amount. This RFP makes no guarantee of quantity or quality of CRT's or E-waste or the number of pick-ups or deliveries. The State of Nebraska reserves the right to increase or decrease any quantities shown.

C. WORK PLAN

Contractor will provide collection service and acceptance of E-waste and CRTs determined to be surplus by State Surplus Property. The Contractor is not authorized to collect equipment from any ABC other than the specific items identified within the contract. When the Contractor receives a request to transport or collect items other than those items listed on the contract, the Contractor must notify the State Recycling Coordinator within 24 hours. If any items for collection are questionable, the Contractor shall contact either the State Recycling Coordinator or the State Surplus Property Manager prior to collection for permission or denial of the collection and disposal.

Contractor will recycle received product according to Local, State and Federal laws and regulations. This RFP will serve to encourage the safe handling and reuse or recycling of materials from the electronic equipment and CRTs in a cost-effective, environmentally sound manner.

Bid prices will include transportation, weighing, physical collection and processing charges and the providing of certifications and any required reports.

The Contractor should utilize a screening and triage process for collected CRT-containing devices, computer peripherals and components and electronics. To maximize value and to be consistent with economic, security, and other criteria identified by the State, the following hierarchy of management options is recommended, in order of preference:

1. Reuse of whole units
2. Repair / Refurbishment / Remanufacturing
3. Recovery / Reuse of functional peripherals and components
4. Recycling of constituent materials
5. Responsible disposal of hazardous and non-hazardous wastes

Processing of CRT-containing electronics and computer components should include, at a minimum:

1. Disassembly of all CRT-containing electronic and computer components collected in order to recover parts suitable for reuse or for use in repairing older model devices, if feasible, such as “mother boards”, working CRTs, disk drives, hard drives, speaker parts, keyboards and computing mouse’s or mice.

2. Separation and recycling of CRTs, leaded glass or other lead-bearing portions of the CRT, non-leaded glass, plastic and fiberglass residue, ferrous and non-ferrous metals, circuit boards, wiring, wood and other recyclable components. Other components should be recycled at appropriate recycling facilities. For irreparable CRTs, Contractor should recover leaded glass to be reused to manufacture new leaded glass. The Contractor should document any materials that cannot be recycled and that are disposed. Burning or incineration shall not be considered recycling for the purposes of this contract.

The following electronic items are considered to be “hazardous” wastes, as defined in NAC Title 128 Nebraska Hazardous Waste Regulations, Chapter 3, due to their failing the toxicity characteristic leaching procedure (TCLP) for lead: color cathode ray tubes (CRTs), detached circuit boards, laptop computers, computer mice, TV remote controls, cell phones and smoke detectors. However, if these wastes are managed in a manner such that they are not a solid waste (legitimate refurbishment) or in an approved, alternative manner in compliance with

NAC Title 128, Chapter 25 (Standards for Universal Waste Management), they would not be hazardous waste. The Contractor shall ensure that the State of Nebraska's electronic waste is transported and/or treated as non-waste or universal waste, per the following guidelines contained in NAC Title 128, Chapter 25:

1. Non-Waste

Computers, monitors and other electronic items sent to a legitimate refurbisher as a "still usable product" to be "kept in continued use" are not considered waste. The equipment does not necessarily have to be in working condition to be considered a "still usable product". The refurbisher must be qualified to work on the equipment and is generally responsible for the disposition of the resulting material. The resulting material may be fully functioning computers or equipment, reusable parts, scrap metal, other non-hazardous scrap such as plastic, or waste. Any wastes generated from refurbishing operations are generally the responsibility of the refurbisher.

2. Universal Waste

Hazardous waste electronic items collected that are not considered a "still usable product" to be "kept in continued use" can be accepted as universal waste, provided that NAC Title 128, Chapter 25 guidelines are followed. Universal waste is a set of streamlined regulations intended to reduce the regulatory burden by allowing longer time for the storage of wastes, reduced record-keeping requirements and consolidation off-site without requiring a hazardous waste permit.

The information above is intended for guidance purposes and is not meant to substitute for the regulations found in NAC Title 128 Nebraska Hazardous Waste Regulations or other applicable Nebraska environmental regulations. Chapter 25 of Title 128 provides an alternative set of management standards in lieu of regulations under Title 128, Chapters 1 through 24. As stated in this RFP, the Contractor is responsible for adhering to all applicable Local, State and Federal laws and regulations.

The State of Nebraska reserves the right to request from the Contractor a detailed description of their process (including labor and equipment used) for carrying out all of the above services including what materials get recycled, what residues remain and how those residues are managed. In addition, the State of Nebraska reserves the right to request from the Contractor the ultimate destination(s) of all products recycled or reused under this contract. This includes identification, to the greatest extent possible, of the saleable end product and all end markets that will be utilized by the contractor or subcontractors for some or all of the following:

1. Cathode ray tubes
2. Leaded glass and lead-bearing components
3. Non-leaded glass
4. Fiberglass residue and plastics
5. Ferrous and non-ferrous metals
6. Printed circuit boards
7. Other salvageable computer, television and other electronic parts
8. Wiring, wood and any other non-hazardous recyclable components.

All services provided under this contract must be carried out in compliance with all Federal, State and Local laws and regulations, including notification, permit and registration requirements. Regulations requiring compliance include, but are not limited to, those dealing with environmental protection, occupational health, safety and transportation. It is the responsibility of the contractor to determine what laws and regulations are applicable and to

fully comply with those laws and regulations. Nothing in this RFP is to be interpreted as allowing, promoting or requiring actions that would cause a violation of any applicable law or regulation.

The Contractor should maintain an effective and compliant safety program documented by training records and OSHA 300 Log. The Contractor should also maintain an effective security program to prevent theft of electronics and data. The Contractor should document environmental, safety and security audits of facilities, as well as maintain and document an effective environmental management system.

The Contractor should practice Responsible Export Practices in the handling of all of the State of Nebraska's electronic waste. This includes the following:

1. Comply with all applicable laws and regulations, including country-specific import/export regulations;
2. Maintain documentation for exports from the United States of electronic systems and components, including shipping manifests identifying the recipient and showing make, model, and condition for all declared reuse items; as well as any other information necessary to complete the export;
3. Do not export from the United States any non-working cathode-ray tubes (CRTs) or other hazardous equipment, components, or materials for recycling to any countries other than members of the Organization for Economic Cooperation and Development (OECD); members of the European Community; or countries that have entered into an agreement with the United States that allows for such exports; and
4. Retain all export-related documentation for a period of one year or as required in applicable export documentation retention schedules, whichever is longer.

D. DELIVERABLES

The State currently offers electronic recycling by either having the Contractor come to the ABC location and collect the items or have the State ABC deliver the items to a collection container located at the State Surplus Property office at 5001 South 14th Street, Lincoln, Nebraska, 68509. The Contractor must accommodate both types of collections (subject to minimum quantity requirements) as outlined in this RFP.

The Contractor should be able to accommodate the delivery of electronic waste to the Contractor's physical location or at a physical address provided by the Contractor. The Contractor should state if there are locations in Lincoln or Omaha and where the locations are. The Contractor should list locations that are outside of Lincoln and Omaha, if applicable, for the recycling of electronic waste via delivery in other districts.

1. COLLECTION AT THE ABC LOCATION

The Contractor will be responsible for collecting waste from the generating facility or other designated state collection or storage facility located primarily in Districts 1 and 2 as shown on the attached map (see Attachment Three). The contractor will not be required to collect quantities at the ABC location that are less than 300 pounds. Following a request for collection, the contractor will respond with an arranged collection within 10 working days after request. The contractor must notify the facility of the scheduled collection time at least 24 hours in advance. The Contractor should provide for regularly scheduled collections at generating facilities that request this service and can demonstrate that sufficient volumes will be generated to warrant this type of service. The Contractor is responsible for all loading equipment and any equipment necessary for the loading/unloading of electronic equipment.

Procedures for collection of electronic equipment at the ABC location (300-pound minimum applies).

If an ABC has a minimum of 300 pounds of electronic waste, they may request that the Contractor collect the items at the ABC location. If this process is used, the following steps must be followed:

a. The ABC must generate a Surplus Property Notification, hereinafter referred to as SPN, Request for Certificate of Destruction, hereinafter referred to as COD, and submit this form to the State Surplus Property office. (See Examples 1 and 2.)

b. State Surplus Property will review the request and, if appropriate, authorize the request and return the original document to the ABC.

c. The ABC then completes an Electronic Recycling Tag Request form, hereinafter referred to as ERTR (Attachment Two). This form will be available from the State Recycling Coordinator's website, State Surplus Property website, or via the contract query available through State Purchasing. The ERTR is then filled out by the ABC and includes the ABC name, ABC address, ABC point of contact, ABC telephone number, SPN Number(s), COD Number(s) and the number of tags required.

d. The ABC then provides the ERTR to the Contractor via fax.

e. The Contractor will furnish the ABC a bill of lading based on the information the organization provides in the ERTR. Once the bill of lading is received by the ABC, the ABC will contact the Contractor and arrange for collection of the equipment. The Contractor then collects the electronic waste at the ABC location within 10 days after the request. The Contractor must notify the generating ABC of the scheduled collection time at least 24 hours in advance.

f. The ABC signs, dates and sends back the SPN/COD to State Surplus Property.

g. The Contractor will send the State Surplus Property Office an invoice for each scheduled collection (multiple collections require separate invoices for each ABC). Multiple CODs/SPNs can be included on one invoice as long as the quantities on each document are identified separately in accordance with the terms of the contract for the amount of equipment recycled from the Surplus Property office.

2. COLLECTION AT THE STATE SURPLUS PROPERTY OFFICE

Since many ABCs deliver their electronic waste to an outside storage collection container, the Contractor will be required to provide this container at no cost to the State of Nebraska. The container is to be located at the State Surplus Property facility, 5001 South 14th Street, Lincoln, Nebraska. The current container is approximately 8' wide x 8.5' high x 24' long. The size of the container may vary but must be mutually agreed upon between the State of Nebraska and the Contractor. The container must be covered and provide adequate protection from weather and should be at a minimum height that allows individuals to walk inside the container.

The Contractor shall coordinate the frequency of emptying the collection container at State Surplus Property. The Contractor shall contact State Surplus Property every two weeks via telephone to determine the necessity of the equipment collection. The Contractor must personally perform an on-site visit monthly to collect any items in the container. At the time of collection, all "bills of lading" provided to the organization by

the Contractor must be taken along with the totes, and replacement totes must be left in place.

Procedures for the collection of electronic equipment picked up at the State Surplus Property Office.

If an ABC disposes of electronic equipment via the use of the collection container located at the State Surplus Property office, the following procedures must be utilized:

a. The ABC must generate a Surplus Property Number (SPN) and a Request for Certificate of Destruction (COD), and submit this form to the State Surplus Property Office.

b. State Surplus Property will review the request and, if appropriate, authorize the request and return the original document to the ABC.

c. The ABC then completes an Electronic Recycling Tag Request (ERTR) form. This form will be available from the State Recycling Coordinator's website, the State Surplus Property website, or via the contract query available through State Purchasing. The ERTR is then filled out by the ABC and includes the ABC name, ABC address, ABC point of contact, ABC telephone number, SPN Number(s), COD Number(s) and the number of tags required.

d. The ABC is then authorized to contact the Contractor for the purpose of requesting tags for individual electronic items for recycling. The ABC shall provide, via fax, the ERTR. The Contractor must first verify that all of the necessary information is contained on the ERTR (i.e. ABC name, ABC address, ABC point of contact, ABC telephone number, SPN Number(s), COD Number(s) and the number of tags required).

e. Once the Contractor receives the fax and all of the necessary information is contained in the ERTR, the Contractor must provide the tags via return mail to the requesting ABC no later than five (5) working days from the date of the receipt of the request. Under no circumstances is the Contractor allowed to substitute "simulated" tags (i.e. those sent via fax) in lieu of actual tags to the ABC.

f. The ABC is then required to attach the tags to each item of equipment the organization is dropping off. The Contractor will also furnish the ABC a bill of lading based on the information that the ABC provides. This bill of lading shall include the number of pieces of equipment as well as the SPN/COD numbers that were processed on this request.

g. Once the ABC receives the bill of lading, the ABC must ensure that it matches the quantity of equipment that the ABC has for electronic recycling. If there are any discrepancies, the ABC will contact the Contractor and resolve the discrepancies. If the quantities agree, the items will then be delivered to the container located at the State Surplus Property office. The bill of lading will be placed in the envelope provided inside the recycling container. Once the items have been placed in the container the ABC should sign, date, and return the original COD document to State Surplus Property. The Contractor is not allowed to sign the SPN or COD forms.

h. The Contractor will send the State Surplus Property Office an invoice for each scheduled pick-up (multiple pick-ups require separate invoices for each ABC). Multiple CODs/SPNs can be included on one invoice as long as the quantities for each document are identified separately in accordance with the terms of the contract for the amount of equipment recycled from the Surplus Property office.

3. DELIVERY TO THE ELECTRONIC RECYCLING CONTRACTOR

The Contractor should be able to accommodate the delivery of electronic waste from ABC's at the physical address of the Contractor or at a physical address identified by the Contractor.

Procedures for the acceptance of electronic equipment delivered to the Electronic Recycling Contractor's physical address or alternative physical address.

If an ABC disposes of electronic equipment via delivering the electronic waste to the Electronic Recycling Contractor, the following procedures must be utilized:

a. The ABC must generate a Surplus Property Document Number (SPN), Request for Certificate of Destruction (COD), and submit this form to the State Surplus Property office.

b. State Surplus Property will review the request and if appropriate, authorize the request and return the original document to the ABC.

c. The ABC then completes an Electronic Recycling Tag Request (ERTR) form. This form will be available from either the State Recycling Coordinator's website or the State Surplus Property website, or via the contract query available through State Purchasing. The ERTR is then filled out by the ABC and includes the ABC name, ABC address, ABC point of contact, ABC telephone number, SPN Number(s), COD Number(s) and the number of tags required.

d. The ABC is then authorized to contact the Contractor for the purpose of requesting tags for individual electronic items for recycling. The ABC shall provide, via fax (to the Contractor), the ERTR. The Contractor must first verify that all of the necessary information is contained on the ERTR (i.e. ABC name, ABC address, ABC point of contact, ABC telephone number, SPN Number(s), COD Number(s) and the number of tags required).

e. Once the Contractor receives the fax and all of the necessary information is contained in the ERTR, the Contractor must provide the tags via return mail to the requesting ABC no later than five (5) working days from the date of the receipt of the request. Under no circumstances is the Contractor allowed to substitute "simulated" tags (i.e. those sent via fax) in lieu of actual tags to the ABC.

f. The ABC is then required to attach the tags to each item of equipment the organization is delivering to the Contractor. The Contractor will also furnish the ABC a "bill of lading" when the tags are furnished to the ABC based on the information that the ABC provides. This bill of lading shall include the following: the number of pieces of equipment, as well as the SPN/COD numbers that were processed on this request.

g. Once the ABC receives the bill of lading and tags, the ABC must ensure that the count matches the quantity of equipment that the ABC has for electronic recycling. If there are any discrepancies, the ABC will contact the Contractor and resolve any deficiencies. If the quantities agree, the electronic items and bill of lading will then be coordinated for delivery to the Electronic Recycling Contractor directly. Once the items have been delivered, the ABC should sign, date, and return the original COD document to State Surplus Property. The Contractor is not allowed to sign the SPN or COD forms.

h. The Contractor will send the State Surplus Property Office an invoice for each delivery. Multiple SPNs/CODs can be included on one invoice as long as the different authorization documents (SPNs/CODs are specified separately) in

accordance with the terms of the contract for the amount of equipment recycled from the Surplus Property office.

The Contractor must keep a detailed record of material collected from each generating facility. This record must include the State ABC, the city/town in which the generating facility is located, and the contact person within the ABC.

All invoices submitted for payment must be submitted to the State Surplus Property Manager for reconciliation purposes. The invoices must include the total weight by category, number of items by category, and the actual number of items that were picked up for recycling with the exception of "Miscellaneous Peripheral IT Equipment", which may be identified by weight only. A sample report has been provided (Attachment Four).

The Contractor should provide a report on a monthly basis to the State Recycling Coordinator (sample form see Attachment Four), This report must include the weight and actual number of items recycled with the exception of "Miscellaneous Peripheral IT Equipment", which can be listed in pounds only. This report should be supplied by a Microsoft Excel spreadsheet. The monthly report is to be itemized and include the SPN numbers, the COD numbers, the name of the State ABC, the location (i.e. Lincoln or Omaha, etc.), the weight per collection per category and actual number of items received/recycled (with the exception of "Miscellaneous Peripheral IT Equipment", which can be listed by weight only), the total charged to the State of Nebraska, the percentage of the item recycled, certification of residual amount of CRT and/or E-waste sent to the landfill (i.e. total pounds received, total pounds recycled and remaining pounds), and whether or not the item was recycled at the time of the quarterly report (a Y/N – for yes or no – suffices). The Contractor must provided contract usage reporting as outlined above upon request at anytime during the life of the contract within five (5) business days of the request.

The State of Nebraska reserves the right to request additional information, if required, when reviewing contract activity. This includes, but is not limited to, a listing of all designated facilities that are involved in the handling and processing of equipment, including each subcontractor, broker, recycler, processor and transporter used and for each shall provide a contact person, phone number, site address and Environmental Protection Agency (EPA) ID number (if applicable).

The State of Nebraska reserves the right to request a description of the qualifications of the staff or subcontractor responsible for determining the reparability/reusability of products, the qualifications of staff or subcontractor responsible for repairing products and how the repaired or reusable products will be marketed for sale.

Bidders may choose one or more forms from among Forms B, C, D and E; however, all lines must be completed on the form(s) selected for the bid to be evaluated. All awards will be made in a manner deemed in the best interest of the State.

E. 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.

Form A

Bidder Contact Sheet

Request for Proposal Number 4326Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

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

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

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

Form B

Rates for Districts 1 and 2 Both Collected and Delivered

Request for Proposal Number 3873Z1

Bid Document

The State of Nebraska is offering the option of having a fixed price for the recycling of all electronic equipment, including (but not limited to) CRTs, laptop computers, televisions, printers, CPU's and accessories and fax machines.

The fixed price includes collections in Districts 1 and 2 (see the map at Attachment Three) as well as any delivered items to the Contractor's designated location. The set-price shall include all transportation, weighing, processing charges and collection charges. Trip charges or other charges will not be allowed.

Price per pound must be completed for form to be evaluated.

RATES FOR DISTRICTS 1 & 2 (both collected* and delivered)**

Category	Estimated Annual Usage in Pounds	Bid Price per Pound
CRTs, Laptop Computers, Televisions, Printers, CPUs and accessories, Fax Machines, and other electronic equipment subject to approval by the State Surplus Property Manager or the State Recycling Coordinator.	56,011	$

* "Collected" means that the electronic equipment is picked up at the ABC location (a 300-pound minimum applies) or at the container located at the State Surplus Property Office

** "Delivered" means that the electronic equipment has already been transported to the Contractor address, or delivered to an address that is supplied by the Contractor (stated below).

Contractor Designated Location(s):

_____
_____
_____
_____
_____
_____
_____

Form C

Collection Rates for District 1

Request for Proposal Number 3873Z1

Bid Document

The State of Nebraska is offering the option of having the bidder charge for the recycling of electronic equipment on a per-item basis, based on the individual item. In order for a bid to be considered, all lines must be completed.

This bid is for District 1 only (see Attachment Three for map) and prices must include all transportation, weighing, processing charges and collection charges. Trip charges or other charges will not be allowed.

COLLECTION RATES FOR DISTRICT 1 (see map, Attachment Three).

Category	Estimated Annual Usage in Pounds	Bid Price per Pound
Flat Panel Monitors & TVs	13,333	$
CPUs	4,627	$
Laptops	379	$
Servers	84	$
Printers & Copiers	22,755	$
Fax/AIO & Scanners	2,566	$
CRT Monitors & TVs	5,720	$
Miscellaneous E-Waste	6,548	$

"Collection" for the above means that the electronic equipment is picked up at the ABC location (a 300-pound minimum applies) in District 1 only.

All fees include transportation, weighing, processing and collection charges. Trip charges are not allowed.

Form D

Collection Rates for District 2

Request for Proposal Number 3873Z1

Bid Document

The State of Nebraska is offering the option of having the bidder charge for the recycling of electronic equipment on a per-item basis, based on the individual item. In order for a bid to be considered, all lines must be completed.

This bid is for District 2 only (see Attachment 3 for map) and prices must include all transportation, weighing, processing charges and collection charges. Trip charges or other charges will not be allowed.

COLLECTION RATES FOR DISTRICT 2 (see map, Attachment Three)

Category	Estimated Annual Usage in Pounds	Bid Price per Pound
Flat Panel Monitors & TVs	13,333	$
CPUs	4,627	$
Laptops	379	$
Servers	84	$
Printers & Copiers	22,755	$
Fax/AIO & Scanners	2,566	$
CRT Monitors & TVs	5,720	$
Miscellaneous E-Waste	6,548	$

"Collection" for the above means that the electronic equipment is collected from the ABC location (a 300-pound minimum applies) in District 2 only or at the container located at the State Surplus Property Office.

All fees include transportation, weighing, processing and collection charges. Trip charges are not allowed.

Form E

Delivered Rates for All Districts

Request for Proposal Number 3873Z1

Bid Document

In order for a bid to be considered, all lines must be completed.

DELIVERED RATES FOR ALL DISTRICTS (see map, Attachment 3)

Category	Estimated Annual Usage in Pounds	Bid Price per Pound
Flat Panel Monitors & TVs	13,333	$
CPUs	4,627	$
Laptops	379	$
Servers	84	$
Printers & Copiers	22,755	$
Fax/AIO & Scanners	2,566	$
CRT Monitors & TVs	5,720	$
Miscellaneous E-Waste	6,548	$

"Delivered" means that the electronic equipment has already been transported to the Contractor address, or delivered to an address that is supplied by the Contractor (stated below). This includes deliveries from any State ABC from any district.

All fees include weighing and processing.

Contractor Location(s) should be listed below:

_____
_____
_____
_____
_____
_____
_____