

**State of Nebraska (Administrative Services – Materiel  
Division – State Recycling Program)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**  
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1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: 402-471-1405

SOLICITATION NUMBER	RELEASE DATE
109876 O3	September 3, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 8, 2021 at 2:00 p.m. Central Time	Jennifer Sommars-Link

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), is issuing this Request for Proposal (RFP) Number 109876 O3 for the purpose of selecting a qualified Contractor to provide single-stream recycling services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

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

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

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

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

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

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



## TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES .....	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	iv
<b>I. PROCUREMENT PROCEDURE.....</b>	<b>1</b>
A. GENERAL INFORMATION .....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS.....	1
C. SCHEDULE OF EVENTS.....	1
D. WRITTEN QUESTIONS AND ANSWERS.....	3
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory).....	3
F. ETHICS IN PUBLIC CONTRACTING.....	3
G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL.....	3
H. SUBMISSION OF PROPOSALS.....	3
I. PROPOSAL PREPARATION COSTS.....	4
J. PRICES.....	4
K. COST CLARIFICATION.....	5
L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL.....	5
M. PROPOSAL CORRECTIONS.....	5
N. LATE PROPOSALS.....	5
O. PROPOSAL OPENING.....	5
Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS.....	5
R. EVALUATION OF PROPOSALS.....	5
S. BEST AND FINAL OFFER.....	6
T. REFERENCE AND CREDIT CHECKS.....	6
U. AWARD.....	6
V. ALTERNATE/EQUIVALENT PROPOSALS.....	7
W. LUMP SUM OR "ALL OR NONE" PROPOSALS.....	7
X. REJECTION OF PROPOSALS.....	7
Y. RESIDENT BIDDER.....	7
<b>II. TERMS AND CONDITIONS .....</b>	<b>8</b>
A. GENERAL.....	8
B. NOTIFICATION.....	9
C. GOVERNING LAW (Statutory).....	9
D. BEGINNING OF WORK.....	9
E. AMENDMENT.....	9
F. CHANGE ORDERS OR SUBSTITUTIONS.....	10
G. VENDOR PERFORMANCE REPORT(S).....	10
H. NOTICE OF POTENTIAL CONTRACTOR BREACH.....	10
I. BREACH.....	11
J. NON-WAIVER OF BREACH.....	11
K. SEVERABILITY.....	11
L. INDEMNIFICATION.....	12
M. ATTORNEY'S FEES.....	12
N. ASSIGNMENT, SALE, OR MERGER.....	13
O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE.....	13
P. FORCE MAJEURE.....	13
Q. CONFIDENTIALITY.....	14
R. EARLY TERMINATION.....	14
S. CONTRACT CLOSEOUT.....	15
<b>III. CONTRACTOR DUTIES .....</b>	<b>16</b>
A. INDEPENDENT CONTRACTOR / OBLIGATIONS.....	16
B. EMPLOYEE WORK ELIGIBILITY STATUS.....	17



C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory) .....	17
D.	COOPERATION WITH OTHER CONTRACTORS .....	17
E.	PERMITS, REGULATIONS, LAWS .....	18
F.	INSURANCE REQUIREMENTS .....	18
G.	NOTICE OF POTENTIAL CONTRACTOR BREACH .....	20
H.	ANTITRUST .....	20
I.	CONFLICT OF INTEREST .....	21
J.	STATE PROPERTY .....	21
K.	SITE RULES AND REGULATIONS .....	21
L.	ADVERTISING .....	22
M.	DISASTER RECOVERY/BACK UP PLAN .....	22
N.	DRUG POLICY .....	22
O.	WARRANTY .....	22
<b>IV.</b>	<b>PAYMENT .....</b>	<b>23</b>
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory) .....	23
B.	TAXES (Statutory) .....	23
C.	INVOICES .....	23
D.	INSPECTION AND APPROVAL .....	23
E.	PAYMENT (Statutory) .....	23
F.	LATE PAYMENT (Statutory) .....	24
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory) .....	24
H.	RIGHT TO AUDIT (First Paragraph is Statutory) .....	24
<b>V.</b>	<b>PROJECT DESCRIPTION AND SCOPE OF WORK .....</b>	<b>25</b>
A.	PROJECT OVERVIEW .....	25
B.	SCOPE OF WORK .....	25
C.	STATE RESPONSIBILITIES .....	25
D.	CONTRACTOR REQUIREMENTS .....	26
D.	RECYCLABLE MATERIALS COLLECTED OUTSIDE THIS CONTRACT .....	30
	<b>Form A Contractor Proposal Point of Contact .....</b>	<b>31</b>
	<b>REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM .....</b>	<b>32</b>



## GLOSSARY OF TERMS

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

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

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

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

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

**Proposal:** The offer submitted by a contractor in a response to a written solicitation.

**Bidder:** A contractor who submits a proposal in response to a written solicitation.

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

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

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

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

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

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

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

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

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

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

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

**Occupying Agency:** An agency that occupies a particular space within a facility, but that does not own or manage such facility.

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

**Owning/Managing Agency:** The agency that owns a particular facility or has the responsibility of maintaining the facility.

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

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



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

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

**Proposal:** Supplier's response to a solicitation.

**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 serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

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

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

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

**Responsive Contractor:** A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

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

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

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



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified contractors who will be responsible for providing single-stream recycling services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

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

Procurement responsibilities related to this solicitation reside with the Department of Administrative Services – Materiel Division. The point of contact (POC) for the procurement is as follows:

Name: Jennifer Sommars-Link, State Recycling Coordinator  
Agency: Dept. of Administrative Services – Materiel Division  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-1405  
E-Mail: [jennifer.sommarslink@nebraska.gov](mailto:jennifer.sommarslink@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

### C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Solicitation	September 3, 2021
2.	Last day to submit written questions via email: <a href="mailto:Jennifer.sommarslink@nebraska.gov">Jennifer.sommarslink@nebraska.gov</a>	September 20, 2021
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	September 24, 2021



ACTIVITY	DATE/TIME
<p>Electronic RFP opening: Upload electronic submissions via ShareFile.  <a href="https://nebraska.sharefile.com/d-sadecc86bc4bb40a9acd8f5f4c159745">https://nebraska.sharefile.com/d-sadecc86bc4bb40a9acd8f5f4c159745</a></p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH SUFFICIENT AMOUNT OF TIME IN THE EVENT OF USER/SOFTWARE ISSUE OR DOCUMENT UPLOAD TIME</p> <p>Join Zoom Meeting  <a href="https://us02web.zoom.us/j/2399178899?pwd=SnU2c2NqQWhOSjU5WGRvM2h6ZEJmQT09">https://us02web.zoom.us/j/2399178899?pwd=SnU2c2NqQWhOSjU5WGRvM2h6ZEJmQT09</a></p> <p>Meeting ID: 239 917 8899  Passcode: 0qygCc</p> <p>Dial by your location  +1 346 248 7799 US (Houston)  +1 669 900 6833 US (San Jose)  +1 253 215 8782 US (Tacoma)  +1 312 626 6799 US (Chicago)  +1 929 205 6099 US (New York)  +1 301 715 8592 US (Washington DC)</p> <p>Meeting ID: 239 917 8899  Passcode: 899132</p>	<p>October 8, 2021  2:00 PM  Central Time</p>
5. Review for conformance to solicitation requirements	October 8, 2021
6. Post "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	October 13, 2021
7. Contract finalization period	October 13-27, 2021
8. Contract award	November 1, 2021
9. Contractor start date	December 1, 2021



**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Nebraska Department of Administrative Services at: [jennifer.sommarslink@nebraska.gov](mailto:jennifer.sommarslink@nebraska.gov) and clearly marked "RFP Number 109876 O3; Single-Stream Recycling Services Questions." The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

It is preferred that questions be sent via email to [jennifer.sommarslink@nebraska.gov](mailto:jennifer.sommarslink@nebraska.gov), but may be delivered by U.S. Mail. It is recommended that contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

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

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

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/bidopps.html>. This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

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

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by a contractor 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 solicitation, requirements, or applicable state or federal laws or statutes. "Deviation," for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF PROPOSALS**

The State is accepting **only** electronically submitted responses. The State will not accept proposals by email, voice, mail or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts.



However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the response is received electronically and submitted by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<https://das.nebraska.gov/material/bidopps.html>.

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

**1. Bidders submitting a response must submit via ShareFile using the proposal submission link.**

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

**Proposal submission link** <https://nebraska.sharefile.com/d-sadec86bc4bb40a9a9cd8f5f4c159745>

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

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

  - i. RFP 109876 O3 ABC Company Option (1, 2, or 3) (what option is being bid).
  - ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 109876 O3 ABC Company Option (1, 2 or 3) File 1 of 5 (or total number of separate files).
  - iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 109876 O3 ABC Company Proposal 1 Option (1, 2, or 3) File 1 of 5.

Proposal responses should include the completed Form A, "Contact Information" as well as the complete Form B, "Materials Accepted."

**I. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by a contractor in replying to this solicitation, including any activity related to bidding on this solicitation to include, but not be limited to demonstrations and/or oral presentations.

**J. PRICES**

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first year of the initial term of the contract. Any request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 90 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**



**K. COST CLARIFICATION**

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

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

Violation of the terms and conditions contained in this solicitation 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 contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**M. PROPOSAL CORRECTIONS**

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

**N. LATE PROPOSALS**

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

**O. PROPOSAL OPENING**

The opening of proposals will be public, and the bidder's names will be announced. Proposals WILL NOT be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the Request for Proposal and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Sections II through VI;
4. Completed State Cost Proposal Template.

**Q. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated based on the following:

1. Cost Proposal

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section II. H.) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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



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

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

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

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

Evaluation criteria weighting will be released with the solicitation.

**R. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by a contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

**S. REFERENCE AND CREDIT CHECKS**

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

**T. AWARD**

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

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



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

1. Price;
2. Location;
3. Quality;
4. Delivery time;
5. Contractor qualifications and capabilities;
6. State contract management requirements and/or costs;
7. Types of materials bidder is capable of recycling.

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

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedures are available on the Internet at:

<https://das.nebraska.gov/forms/index.html#mat>

**U. ALTERNATE/EQUIVALENT PROPOSALS**

A contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. A contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the contractor shall be held liable, therefore.

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

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. A contractor may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

Proposals will not be accepted by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

**X. REJECTION OF PROPOSALS**

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

**Y. RESIDENT BIDDER**

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



## II. TERMS AND CONDITIONS

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

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

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

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

### A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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



**B. NOTIFICATION**

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Contractor Contract Manager: Chris Zegar	State Recycling Coordinator
Contractor: Recycling Enterprises of NE, Inc.	Administrative Services – Materiel Division
Contractor Street Address: 1200 West Upland Ave.	1526 K Street, Suite 130
Contractor City, State, Zip: Lincoln, NE 68521	Lincoln, NE 68508
Phone: 402-438-6655	Phone: 402-471-1405
Email: recycle_lincoln@msn.com	Email: <a href="mailto:Jennifer.sommarslink@nebraska.gov">Jennifer.sommarslink@nebraska.gov</a>

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

**C. GOVERNING LAW (Statutory)**

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

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

**D. BEGINNING OF WORK**

The contractor 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.

**E. AMENDMENT**

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



**F. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

**G. VENDOR PERFORMANCE REPORT(S)**

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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



**I. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**J. NON-WAIVER OF BREACH**

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

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

**K. SEVERABILITY**

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

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



**L. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. PERSONNEL**

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

**3. SELF-INSURANCE**

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

**4. ATTORNEY GENERAL**

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

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

**M. ATTORNEY'S FEES**

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

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



**N. ASSIGNMENT, SALE, OR MERGER**

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

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

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

**O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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

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

**P. FORCE MAJEURE**

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

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



**Q. CONFIDENTIALITY**

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

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

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

**R. EARLY TERMINATION**

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

The contract may be terminated as follows:

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



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

**S. CONTRACT CLOSEOUT**

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

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

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

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



### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website location at:  
[https://das.nebraska.gov/materiel/purchase\\_bureau/vendor-info.html](https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html).
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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



**E. PERMITS, REGULATIONS, LAWS**

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

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

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		CZ	Asking for permission to waive damage to rented premises (\$300K) & Professional liability (\$1M). Also, Contractor's Pollution Liability (\$2M) should not apply as what we are hauling is not hazardous.

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the**



**mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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

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

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

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>		
Professional liability (Medical Malpractice)		Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
<b>CONTRACTOR'S POLLUTION LIABILITY</b>		
Each Occurrence/Aggregate Limit		\$2,000,000
Includes Non-Owned Disposal Sites		
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		



**MANDATORY COI LIABILITY WAIVER LANGUAGE**

"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."

**3. EVIDENCE OF COVERAGE**

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

DAS – Materiel Division

Attn: State Recycling Coordinator

Email: [Jennifer.sommarslink@nebraska.gov](mailto:Jennifer.sommarslink@nebraska.gov)

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

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

**4. DEVIATIONS**

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

**G. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**H. ANTITRUST**

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

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



**I. CONFLICT OF INTEREST**

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

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

The contractor 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 goods and services hereunder or which creates an actual or an appearance of conflict of interest.

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

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

**J. STATE PROPERTY**

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

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.

**K. SITE RULES AND REGULATIONS**

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

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



**L. ADVERTISING**

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

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

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

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

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

**N. DRUG POLICY**

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

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.

**O. WARRANTY**

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

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



#### IV. PAYMENT

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

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

**B. TAXES (Statutory)**

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

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the State with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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.

**E. PAYMENT (Statutory)**

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.



**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

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

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

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

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

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



## **V. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **A. PROJECT OVERVIEW**

The State Government Recycling Management Act contained in Statutes §§ 81-1183 through 81-1189 is intended to recognize the importance of limited natural resources, the importance of preventing waste, and promoting the most energy-saving and resource-saving use of State government refuse. The State seeks to develop the most efficient and economical method of recycling and disposing of refuse. Section 81-1185 defines recyclable material as "any product or material that has reached the end of its useful life, is obsolete, or is no longer needed by State government and for which there are readily available markets to take the material. State government recyclable materials include, but are not limited, paper, paperboard, aluminum and other metals, yard waste, glass, tires, oil, and plastics."

Attachment A includes locations owned, managed and/or leased by the State of Nebraska that may wish to engage Contractor for single-stream recycling services. Different locations are owned/managed by different agencies and responsibility for payment(s) for locations where service is established shall be paid by the appropriate owning/managing agency, respectively or as otherwise arranged or agreed to by the occupying agency and the owning/managing agency. The State Recycling Coordinator shall serve as a main point of contact for the Contractor and all agencies to assist in facilitating services, coordinating invoicing and payment and all other matters related to such services.

Attachment 1 reflects locations that have previously participated in the State's single-stream recycling program to include the addresses and last known placed containers used for recycling collection. This information is provided as a frame of reference to be used when considering the size of the project and number and type of containers used; however may not be current and is not intended to dictate containers or schedules in any contract awarded from this RFP. Number and size of containers and schedules and frequency of pick-ups will be as mutually agreed upon by the State and the Contractor.

Attachment 2 reflects the quantities reported by the prior contractor as being collected in the year 2020 and are being provided as estimates to be used when considering the size of the project and number and types of containers used. Such figures are not to be construed as either a minimum or maximum quantity nor are such figures to be construed as definitive in the type(s) of materials to be collected and recycled. Contractor shall not impose any minimum quantity requirements.

### **B. SCOPE OF WORK**

The State of Nebraska, Department of Administrative Services, on behalf of State agencies, boards and commissions (agencies) located through the State of Nebraska, is seeking the services of a qualified contractor to partner with the State in providing collection and recycling services of specific materials generated by these agencies. A diversification of recycled materials is anticipated for each location services. The goal of this project is to divert materials from the State's waste stream so they may be recycled and processed in an environmentally friendly manner.

Attachment A contains an estimated list of sites that may be serviced which includes state-owned facilities as well as commercially leased spaces. The State reserves the right to add or delete locations as mutually agreed upon with the Contractor. The locations to be serviced will be as agreed to by the State and the Contractor. Commercial owned spaces will only require service if such service is not included in the existing lease and if requested by the occupying agency.

Items to be collected and processed for recycling may be adjusted so as to add or remove items as agreed upon by the State Recycling Coordinator and the Contractor. Such collection shall be on a schedule as agreed upon by the State and the Contractor. When mutually agreed upon by the State and the Contractor, the Contractor may request to perform service at will for Contractor's convenience. The types, sizes and number of containers to be utilized for collection of the materials shall be as mutually agreed upon by the State and the Contractor. Contractor shall work with the State Recycling Coordinator to coordinate the types, sizes and number of containers.

### **C. STATE RESPONSIBILITIES**

1. Agencies or the State Recycling Coordinator will contact the Contractor to coordinate dates, times and containers for regularly scheduled pick-ups and as as-needed services.
2. The State may, at its discretion, install State of Nebraska owned recycling containers in place of the Contractor's containers upon written notice to the Contractor.



3. The agency will contact the Contractor when a tote(s) is/are moved for any reason to include the agency moving to a different location or building, or the tote(s) moving to a different location within the agency.

Any problems or complaints shall be coordinated through the State Recycling Coordinator using the contact information provided above in paragraph II.B – Notifications.

**D. CONTRACTOR REQUIREMENTS**

The Contractor hereby agrees to work with the State Recycling Coordinator and others, in connection with carrying out and conducting all of the following duties and responsibilities during the term of this contract.

**1. MATERIALS TO BE COLLECTED AND MARKETING**

- a. The list of possible items to be collected and recycled by the Contractor shall be:

- i. Office Paper;
- ii. Newspaper;
- iii. Shredded paper;
- iv. Magazines/Glossy materials;
- v. Hardback books;
- vi. Spiral-bound books;
- vii. Soft-cover books or phone books;
- viii. Core and unused paper from rolls of printing paper, butt end rolls;
- ix. Corrugated Cardboard – both baled and un-baled;
- x. Steel cans;
- xi. Aluminum cans;
- xii. Clear, green, blue and/or brown glass bottles and/or containers;
- xiii. Plastic wrap & film;
- xiv. Various plastic containers (Types 1-7);

Items may be added to or removed from this list when it is mutually agreed upon by the Contractor and the State. Bidders should complete and submit Form B – Materials Accepted, to indicate which materials they are able to collect and recycle.

- b. The Contractor shall have recycling markets/end-users for all recyclable items collected from State agencies participating in this program.

The Contractor shall collect, process, prepare and sell all specified recyclable materials to brokers or end-users, ensuring that the materials are actually recycled. Burning, incineration or landfilling shall not be considered recycling for purposes of this Contract.

- c. Upon request, the Contractor shall provide the State with information and assurances that all material collected as part of this Contract is actually being recycled. Upon request, the Contractor shall provide certain information, including, but not limited to a list of where the recyclable materials were shipped, how the materials were transported, if the materials changed form (e.g., from unbaled to baled), and any other information that proves that the materials were recycled and not burned, incinerated, or landfilled.

- d. The Contractor shall take ownership of all removed recyclables from State of Nebraska agencies participating in this program.

- f. Contractor will add or delete recycling locations as identified by the State upon mutual written agreement between the State and the Contractor.

- g. Contractor acknowledges that office size, storage capacity, recyclable materials and housekeeping standards vary among the facilities.

**2. CONTAINERS**

- a. The Contractor shall be responsible for the purchase, acquisition, supply, distribution, maintenance, and replacement of all containers used to service recyclables covered under this Contract unless other arrangements have been mutually agreed upon by the Contractor and the State.



- b. The Contractor shall have the capability to provide recycling containers, the quantity, size, design and location of which shall be subject to approval by the State. Containers for the interior of buildings listed within the Contract shall have a capacity of no less than 30 gallons and no more than 95 gallons. All containers shall be of uniform design, durability, rust resistant and wheeled.
- c. Containers shall be sized reasonably for easy transportation from any intermediate container (such as container at a desk or tote used to transport) to the end-use containers (meaning final container to be emptied by Contractor).
- d. Contractor shall coordinate with the State to establish a central location for collection of end-use containers at each serviced location.
- e. Implementation of recycling programs in each facility is contingent on facility management support, storage space and securing the necessary equipment and/or containers to collect the recyclables, as determined by the state.
- f. The Contractor shall be responsible for collecting recyclable paper stored in boxes (i.e. bulk, extra printings, etc.) and placed near paper recycling containers.
- g. The Contractor shall ensure that all recycling containers are marked with the Contractor's name and the type of material to be recycled.
- h. Upon request, the Contractor shall provide stickers and any other signage required for their recycling containers.
- i. All signs related to recycling supplied by the State will be at State's expense. All signs related to recycling supplied by the Contractor will be at the Contractor's expense.
- j. The Contractor shall maintain an inventory of containers in reserve for use on an as-needed basis by State of Nebraska locations.
- k. The State may, at its discretion, install State of Nebraska owned recycling containers in place of the Contractor's containers.
- l. The Contractor shall be responsible for keeping end-use central recycling pick up areas and containers clean, in orderly condition and for cleaning up any spills that may result from its collection activities.
- m. The Contractor shall place containers or relocate existing containers at State agency locations when requested by the State. If an agency moves to a new location, the Contractor shall promptly provide recycling containers and services to meet their needs.
- n. All containers broken or destroyed as a result of improper or careless handling by the Contractor or Contractor's agents or associates shall be promptly replaced by the Contractor at the Contractor's expense.

### 3. COLLECTION

- a. The Contractor shall collect all recyclables from the designated locations on a regular and timely manner that is frequent enough to ensure that containers in the State locations do not overflow.
- b. The State of Nebraska offices are closed for the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Arbor Day	Last Friday in April
Memorial Day	Last Monday in May
Juneteenth	June 19 (or the nearest Friday or Monday)
Independence Day	July 4 (or the nearest Friday or Monday)
Labor Day	First Monday in September
Columbus Day	Second Monday in October



Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25 (or the nearest Friday or Monday)

In addition, the State may be closed for any unscheduled Federal holidays such as holidays declared by the President. Collections on any of these days shall be coordinated with the State in advance.

- c. All collection of recyclable material shall be made between the hours of 7:30 a.m. and 5:00 p.m. Exceptions to this include collections at the State Capitol Building in Lincoln (materials must be collected prior to 6:30 a.m. due to exhaust fumes), and the Nebraska State Office Building in Lincoln (materials must be collected by 6:30 a.m. due to exhaust fumes and limited dock space).
- d. Contractor shall empty all containers at each stop, whether or not the containers are full.
- e. The Contractor shall report to the State whenever Contractor perceives that there is a need for planning and implementing any expansion to include additional recycling locations and/or recyclable materials.
- f. The Contractor shall provide updated schedules to the State every time there is an agreed-upon change or as requested by the State.
- g. Contractor shall take steps to prevent paper and other material from blowing or falling off the truck and shall adhere to all city ordinances as applicable in-route to the recycling facility.
- h. Contractor is required to make every reasonable effort to collect recyclable material promptly according to the agreed-upon schedule. Contractor shall provide a 24-hour notice to the State for all deviations from the agreed-upon schedule.
- i. Contractor should be able to provide and accommodate additional unscheduled collection services requested by the State during periods of unusually heavy paper generation, which include, but may not be limited to, moves, file purges, and in-house shredding. Such collection services should be provided within 24 hours of the request or as agreed upon by the Contractor and the State.

#### 4. CONTAMINATION

- a. Material collected by the Contractor shall not be disposed of in a landfill unless there is excessive contamination (more than 10% contamination).
- b. Contractor shall not reject a load unless it contains excessive contamination (more than 10% contaminated).
- c. If a load is refused due to contamination, the Contractor shall contact the State by e-mail the same day the load was rejected. The e-mail shall list the location, date and reason for rejection including type and estimated quantity of contaminant. The Contractor should also take a picture of the contamination and attach to the email.
- d. The State shall not reimburse the Contractor for refuse charges due to contamination in a recycling container.
- e. For the purpose of educating the agencies, the Contractor shall inform the State of the necessary requirements to help ensure non-contamination of such recyclable materials as much as possible.

#### 5. EQUIPMENT

- a. Any tools, materials, and equipment required by the Contractor in the performance of this contract, such as trucks, hand-trucks, containers, etc. shall be provided by the Contractor unless otherwise agreed upon by the State.
- b. Trucks used for the collection of recyclables shall be equipped so that recyclables will not escape.



- c. All vehicles owned or used by the Contractor must obtain and display any required legal permits and shall be operated pursuant to regulations and requirements established by law.

## **6. CONTRACTOR PERSONNEL REQUIREMENTS**

- a. All work shall be accomplished by competent, qualified personnel using equipment designed for this type of operation. All work shall be performed in a professional manner and the Contractor shall be responsible for any and all damages to State property caused by or attributable to the Contractor. Any site, equipment, containers, or other property possessed or owned by the State damaged must be reported to the State within 24 hours of the damage occurring.
- b. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
- c. All personnel must observe all site rules and policies in effect at any State agency. Contractor or its personnel shall not represent themselves as employees of the State.
- d. Contractor's employees, agents, and subcontractors may be subject to a security clearance, which may include, but is not limited to, a background check, as required by the State.
- e. The Contractor shall turn in to the State all articles that are not clearly recyclable material (e.g. lost items) found in or near the premises.

## **7. REPORTING**

### **a. INVENTORY REPORT**

30 business days after the contract start date, Contractor shall provide to the State Recycling Coordinator a report listing all locations serviced, the address of all locations (including suite number, if applicable), the number and description of all containers deployed at such location and the current collection schedule (e.g. every Tuesday, every other Wednesday, etc.) for each location.

### **b. ANNUAL INVENTORY & RECYCLING REPORT**

Each year on or before January 31st, Contractor shall provide to the State Recycling Coordinator a report or reports of the following information:

- All locations serviced, the address of all locations (including suite number, if applicable), the number and description of all containers deployed at such location and the current collection schedule for each location.
- The recycling activity for the previous calendar year to include, at a minimum, a summary total of all materials collected by the Contractor for each type of material collected for each location serviced and the number of pounds of each type of material collected;

- c. The State may, on unannounced occasions, audit the collection, conveyance, and weighing procedures of the Contractor.
- d. Upon written request, the Contractor will provide documentation detailing a description of Contractor's process (including labor and equipment used) for carrying out all the requirements in this RFP. This includes, but is not limited to, how weights are determined for a given load, what material(s) get recycled, what residues remain and how those residues are managed. In addition, the Contractor should provide information on ultimate destination(s) of all products recycled or reused under this contract identifying, to the greatest extent possible, the saleable end product and all end markets that will be utilized by Contractor or subcontractors for some or all of the recyclable commodities being collected from the State. The State of Nebraska reserves the right to request additional information when reviewing contract activity.

## **8. COMPLIANCE**

All services provided under this Contract must be carried out in compliance with all Federal, State and Local laws and regulations. Regulations to be complied with include, but are not limited to, those dealing with environmental protection, occupational health and 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.



**D. RECYCLABLE MATERIALS COLLECTED OUTSIDE THIS CONTRACT**

The following items are **not** included as a part of the contract. Should the Contractor have the ability to collect and recycle any of the items listed below, the Contractor should contact the State Recycling Coordinator to discuss potential recycling opportunities.

1. **CORRUGATED CARDBOARD AT THE NEBRASKA CORRECTIONAL YOUTH FACILITY IN OMAHA**  
Currently, the Nebraska Correctional Youth Facility contracts for cardboard collection with the local trash hauler.
2. **WOODEN PALLETS**
3. **USED TONER AND INK JET CARTRIDGES**
4. **ALUMINUM CANS AT CORRECTIONAL FACILITIES**  
Community Corrections Center in Omaha collect and recycle their own aluminum cans.
5. **WASTE OIL**
6. **SCRAP METALS**  
With the exception of aluminum beverage containers and steel cans at locations other than corrections facilities, the State of Nebraska will process scrap metal using a separate contract for aluminum and iron scrap metal.
7. **ON-SITE SHREDDING SERVICES**
8. **OFF-SITE SHREDDING SERVICES**



**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 109876 O3**

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

Preparation of Response Contact Information	
Contractor Name:	Recycling Enterprises Of NE, Inc.
Contractor Address:	1200 West Upland Ave. Lincoln, NE 68521
Contact Person & Title:	Chris Zegar, President
E-mail Address:	<a href="mailto:Recycle_lincoln@msn.com">Recycle_lincoln@msn.com</a>
Telephone Number (Office):	402-438-6655
Telephone Number (Cellular):	
Fax Number:	

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	Recycling Enterprises Of NE, Inc.
Contractor Address:	1200 West Upland Ave. Lincoln, NE 68521
Contact Person & Title:	Chris Zegar, President
E-mail Address:	<a href="mailto:Recycle_lincoln@msn.com">Recycle_lincoln@msn.com</a>
Telephone Number (Office):	402-438-6655
Telephone Number (Cellular):	
Fax Number:	



## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

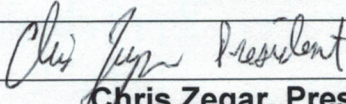
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

**FORM MUST BE SIGNED USING AN INDELIBLE METHOD (signed in ink and scanned or via DocuSign)**

FIRM:	Recycling Enterprises Of NE, Inc.
COMPLETE ADDRESS:	1200 West Upland Ave. Lincoln, NE 68521
TELEPHONE NUMBER:	402-438-6655
FAX NUMBER:	
DATE:	10/13/2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Chris Zegar, President



**FORM B**  
**RECYCLABLE MATERIALS ACCEPTED**

**RFP # 109876 03 Z1 - SINGLE-STREAM RECYCLING SERVICES**  
**MATERIALS ACCEPTED**

**Bidder Name:** Recycling Enterprises Of NE, Inc.

Bidder should indicate what materials are accepted for collection and recycling. Note any conditions or information that the State should know regarding such recyclable material (use additional page if needed):

- ☒ Office Paper – NOTE: \_\_\_\_\_
- ☒ Newspaper – NOTE: \_\_\_\_\_
- ☒ Shredded paper – NOTE: May prefer this material is in plastic bags to prevent spillage
- ☒ Magazines/Glossy materials – NOTE: \_\_\_\_\_
- ☒ Hardback books – NOTE: This material not accepted in single stream, but can be accepted if kept separate in gaylord boxes for special collection
- ☒ Spiral-bound books – NOTE: Not accepted in large quantities
- ☒ Soft-cover books or phone books – NOTE: \_\_\_\_\_
- ☒ Core and unused paper from rolls of printing paper, butt end rolls – NOTE: \_\_\_\_\_
- ☒ Corrugated Cardboard – both baled and un-baled – NOTE: \_\_\_\_\_
- ☒ Steel cans – NOTE: \_\_\_\_\_
- ☒ Aluminum cans – NOTE: \_\_\_\_\_
- ☐ Clear, green, blue and/or brown glass bottles and/or containers – NOTE: Not accepted in single stream collection
- ☐ Plastic wrap & film – NOTE: Not accepted in single stream collection
- ☒ Plastic – Type 1 – NOTE: Food & beverage containers only
- ☒ Plastic – Type 2 – NOTE: Food & beverage containers only
- ☒ Plastic – Type 3 – NOTE: Food & beverage containers only
- ☒ Plastic – Type 4 – NOTE: Food & beverage containers only
- ☒ Plastic – Type 5 – NOTE: Food & beverage containers only
- ☒ Plastic – Type 6 – NOTE: Not accepted
- ☒ Plastic – Type 7 – NOTE: Food & beverage containers only



RFP 109876 O3 - COST PROPOSAL  
 PROVIDE COSTS FOR ALL THREE (3) COLUMNS FOR ALL LOCATIONS FOR WHICH BIDDER IS OFFERING A PROPOSAL  
 (INDIVIDUAL, GROUP BY AREA GROUP BY AGENCY)

**BIDDER NAME:** Recycling Enterprises Of NE, Inc.

INSTRUCTIONS: PLEASE COMPLETE ALL COLUMNS AS COMPLETELY AS POSSIBLE. IF NOT BIDDING ON ALL LOCATIONS IN A PARTICULAR GROUP, PLEASE MAKE SURE IT IS CLEAR WHAT LOCATIONS BIDDER IS PROPOSING A BID.

The Cost Proposal is set up to allow bidders to propose:

(Column E) price per pick-up;

(Column F) price per month

(Column G) group price for locations owned/managed by indicated agency and same city)

(Column H) group price for all locations owned/managed by indicated agency.

Use space indicated at the bottom of the Cost Proposal form to indicate a proposal for All Inclusive Bid Cost

Column I - Rebates should indicate any money back given to th State for the material or materials recycled (e.g. \$.052/ lb. for cardboard; \$.53/lb - Aluminum; etc. Attached separate page if appropriate.

Facility Name	Street Address	City State Zip	Proposed Per Pick-Up Cost	Proposed Monthly Cost	Monthly Group Cost per Agency per Area	Monthly Group Cost per Agency	Rebates on Materials (may list per type of material if appropriate, per lb.)
<b>OWNING/MANAGING AGENCY - NE DEPT. OF CORRECTIONAL SERVICES</b>							
<b>OMAHA AREA LOCATIONS</b>					ALL DCS - OMAHA \$324.99	ALL DCS LOCATIONS COST	
Omaha Correctional Center (OCC)	2323 Ave J E	Omaha, NE 68110	50	108.33			
Nebraska Correctional Youth Facility (NCYF)	2610 N 20th St E.	Omaha NE 68110	50	108.33			
Community Corrections Center - Omaha (CCCO)	2320 Ave J St	Omaha NE 68110	50	108.33			
<b>LINCOLN AREA LOCATIONS</b>					ALL DCS - LINCOLN 3466.67		
Community Corrections Center – Lincoln (CCCL)	2720 W Van Dorn	Lincoln NE 68522	60	520			
Cornhusker State Industries (CSI)	800 Pioneers Blvd	Lincoln NE 68502	40	346.67			
Lincoln Correctional Center (LCC) (Will include Reception Treatment Center (RTC), opening December 2021)	3216 W Van Dorn	Lincoln NE 68522	100	866.67			
Nebraska State Penitentiary (NSP)	4201 S. 14th St	Lincoln NE 68502	140	1213.33			
Department Of Correctional Services Central Office (Located on grounds of Lincoln Regional Center , Building #1 )	801 West Prospector Place	Lincoln NE 68522	60	520			
<b>YORK AREA LOCATIONS</b>					DCS - YORK	DCS - TECUMSEH	
Nebraska Correctional Center for Women (NCCW)	1107 Recharge Rd	York NE 68467					
<b>TECUMSEH AREA LOCATIONS</b>					DCS - TECUMSEH		
Tecumseh State Correctional Institution (TSCI)	2725 N Hwy 50	Tecumseh NE 68450				DCS - MCCOOK	
<b>MCCOOK AREA LOCATIONS</b>					DCS - MCCOOK		
Work Ethic Camp	2309 N Hwy 83	McCook, NE 69001					
<b>OWNING/MANAGING AGENCY - NE DEPT. OF TRANSPORTATION</b>							
<b>OMAHA AREA LOCATIONS</b>					ALL NDOT - OMAHA \$108.33	ALL NDOT LOCATIONS COST	
Nebraska Department of Transportation	4425 S 108th St	Omaha NE 68137	50	108.33			
<b>LINCOLN AREA LOCATIONS</b>					\$1,056.66		
Nebraska Aeronautics (Harry J. Ahmen Building)	3431 Aviation Rd	Lincoln NE 68524	30	65			
Nebraska Department of Transportation	5300 Salt Valley View St.	Lincoln NE 68512	20	20			
Nebraska Department of Transportation	5001 S 14th Street	Lincoln, NE 68512	20	20			
Nebraska Department of Transportation	1400 Hwy 2	Lincoln NE 68502	50	433.33			
Nebraska Department of Transportation	1500 Hwy 2	Lincoln NE 68502	30	65			
Nebraska Department of Transportation	1600 Hwy 2	Lincoln NE 68502	50	433.33			
Nebraska Department of Transportation	302 Superior St	Lincoln NE 68521	20	20			



RFP 109876 03 - COST PROPOSAL  
 PROVIDE COSTS FOR ALL THREE (3) COLUMNS FOR ALL LOCATIONS FOR WHICH BIDDER IS OFFERING A PROPOSAL  
 (INDIVIDUAL, GROUP BY AREA GROUP BY AGENCY)

OWNING/MANAGING AGENCY - DEPT. OF ADMINISTRATIVE SERVICES - BUILDING DIVISION								
OMAHA AREA LOCATIONS					ALL SBD - OMAHA \$223.33	ALL SBD LOCATIONS COST \$5033.36		
Nebraska State Office Building	1313 Farnam	Omaha NE 68102	80	173.33				
Eastern Nebraska Veterans Home	12505 S 40th St	Bellevue NE 68123	50	50				
LINCOLN AREA LOCATIONS					ALL SBD - LINCOLN \$4810.03			
1526 K St - Nebraska Department of Banking and Finance	1526 K St, 3rd Floor	Lincoln NE 68508	40	40				
"501" Building (collection on the dock)	501 S. 14th St.	Lincoln NE 68508	100	866.67				
Nebraska State Capitol (collection on the dock)	1445 K St	Lincoln NE 68508	100	866.67				
Nebraska Environmental Trust, Ferguson Building	700 S 16th St	Lincoln NE 68508	30	30				
Nebraska Executive Building	521 S 14th St	Lincoln NE 68508	40	173.34				
Nebraska Department of Labor	550 S 16th St	Lincoln NE 68508	40	173.34				
Health Department State Laboratory/District Parole Office	3701 S 14th St	Lincoln NE 68502	40	346.67				
Nebraska Lincoln Regional Center "K" Building	801 West Prospector Place	Lincoln NE 68522	30	260				
Nebraska Lincoln Regional Center (Bldg. #3)	801 West Prospector Place	Lincoln NE 68522	30	130				
Nebraska Lincoln Regional Center Forensics (Bldg. #5)	801 West Prospector Place	Lincoln NE 68522	30	130				
Nebraska Lincoln Regional Center (Bldgs. #7 & #9)	801 West Prospector Place	Lincoln NE 68522	30	130				
Nebraska Lincoln Regional Center (Bldg. #10)	801 West Prospector Place	Lincoln NE 68522	30	130				
Nebraska Lincoln Regional Center (Bldg. #14)	801 West Prospector Place	Lincoln NE 68522	30	130				
Nebraska State Office Building	301 Centennial Mall South	Lincoln NE 68508	100	866.67				
Nebraska State Patrol Crime Laboratory	3977 Air Park Road	Lincoln NE 68524	50	216.67				
Nebraska State Surplus Property	5001 S 14th Street	Lincoln NE 68502	30	30				
Nebraska Transportation Services Bureau	1410 M St	Lincoln NE 68508	30	130				
Nebraska Whitehall & Correction Staff Training Academy	2320 N 57th St	Lincoln NE 68507	30	130				
Governor's Mansion	1421 H Street	Lincoln, NE 68508	30	30				
OWNING/MANAGING AGENCY - MILITARY DEPT.								
LINCOLN AREA LOCATIONS					ALL MILITARY - LINCOLN \$1971.58	ALL MILITARY LOCATIONS COST \$1971.58		
Nebraska Air National Guard Base Supply Shop	2420 W. Butler	Lincoln NE 68524	35	151.66				
Nebraska Air National Guard Engine Shop	2525 W Furnas	Lincoln NE 68524	35	151.66				
Nebraska Air National Guard Dining Hall	2901 NW 24th St	Lincoln NE 68524	35	151.66				
Nebraska Air National Guard Operations	2945 NW 25 <sup>th</sup> St	Lincoln NE 68524	35	151.66				
Nebraska Army National Guard Aviation Support (Hanger) (AASF 1)	2601 NW 25th St	Lincoln NE 68524	35	151.66				
Nebraska Army National Guard Combined Support Maintenance Shop	2960 N Park Rd	Lincoln NE 68524	35	151.66				
Nebraska Army National Guard DSCIM Building	1237 Military Rd	Lincoln NE 68508	35	151.66				
Nebraska Army National Guard Field Maintenance Shop (FMS)	1111 Military Rd	Lincoln NE 68508	35	151.66				
Nebraska Army National Guard Property & FiSteel Cansal Office (USPFO)	1234 Military Rd	Lincoln NE 68508	35	151.66				
Nebraska Army National Guard Penterman Readiness Center	2400 NW 24th St	Lincoln NE 68524	35	151.66				
Nebraska Army National Guard Spirit of 76 Armory	1776 N 10th	Lincoln NE 68508	35	151.66				
Nebraska Army National Guard Supply (USPFO-SB)	2950 N Park Rd	Lincoln NE 68524	35	151.66				
Nebraska Army National Guard TAG Building	1300 Military Rd	Lincoln NE 68508	35	151.66				
OWNING/MANAGING AGENCY - NEBRASKA HISTORICAL SOCIETY								
LINCOLN AREA LOCATIONS					ALL HIST. SOC. \$160			
Nebraska History Museum	131 Centennial Mall North (15th & P)	Lincoln, NE 68508	30	30				
Nebraska State Historical Society	1500 R St	Lincoln NE 68508	30	130				
OWNING/MANAGING AGENCY - BOARD OF EDUCATIONAL LANDS & FUNDS								
LINCOLN AREA LOCATIONS					ALL BELF \$30			
Nebraska Board of Educational Lands & Funds – Land Surveyor's Office	555 N Cotner Blvd	Lincoln NE 68505	30	30				
ALL-INCLUSIVE COST FOR ALL LOCATIONS ABOVE (ALL CITIES AND ALL AGENCIES): (DOES NOT INCLUDE OPTIONAL COMMERCIAL LEASE LOCATIONS BELOW)							\$	



OPTIONAL - These locations are commercial leases managed by the Dept. of Administrative Services - Building Division Occupying agencies may or may not request their location to be service. If requested pymt will be the responsibility of such agency.						
<b>OMAHA AREA LOCATIONS</b>					N/A	
	Nebraska Department of Health & Human Services Division of Public Health Investigations	1215 S 42 <sup>nd</sup> St	Omaha NE 68105	50	108.33	
	Nebraska Department of Health & Human Services - Div. of Developmental Disabilities - Pacific Street Center Building 2	1101 S 42nd St	Omaha NE 68105	50	108.33	
<b>LINCOLN AREA LOCATIONS</b>					N/A	
	Apothecary - Postsecondary Coord. Comm & Comm. On Public Advocacy	140 N 8th St	Lincoln NE 68508	30	130	
	Atrium - Public Service Comm & Library Comm.	1200 N St, Suite 300	Lincoln NE 68508	60	260	
	Nebraska Board of Engineers & Architects	215 Centennial Mall S, Suite 400	Lincoln NE 68508	30		
	Nebraska Commission f/t Blind and Visually Impaired & Deaf & Hard of Hear	4600 Valley Rd Suite 100 & 400	Lincoln NE 68510	10	43.33	
	Nebraska Department of Health and Human Services - Disability Determinations	7800 S 15th St	Lincoln NE 68512	30	130	
	Nebraska Game & Parks Commission	2200 N 33rd Street	Lincoln NE 68503	50	216.66	
	Department of Health & Human Services - Gold's Galleria B	1050 N St	Lincoln NE 68508	40	173.33	
	Nebraska Child Support Payment Center	421 S 9th St #137	Lincoln NE 68508	30		
	Nebraska Records Management Division	440 S 8th St, Suite 210	Lincoln NE 68508	30		
	Nebraska Secretary of State - Tier One Building	1221 N St Ste 103	Lincoln NE 68508	100	433.33	
	Nebraska State Treasurer – Unclaimed Property Division	809 P St	Lincoln NE 68508	30		
	Electrical Board & Board of Barber Examiners	1220 Lincoln Mall	Lincoln, NE 68508	30		
	NE Workers Compensation Court	1010 Lincoln Mall	Lincoln, NE 68508	30		
	Nebraska Department of Labor	941 O Street	Lincoln, NE 68508	30		
	Department of Revenue - Lottery	1700 West O Street	Lincoln, NE	30		
	Nebraska Dept. of Education	3901 N 27th Street	Lincoln, NE	30		
	Nebraska Dept. of Health & Human Services	340 Victory Lane	Lincoln, NE	30		
	Nebraska State Patrol	3800 NW 12TH ST	Lincoln, NE	30		
	Nebraska Dept. of Health & Human Services	5220 S 16 Street	Lincoln, NE	30		
	Nebraska Historical Society (Warehouse)	5050 N 32nd Street	Lincoln, NE	30		
	Nebraska Dept. of Health & Human Services	733 Hill St	Lincoln, NE	30		
	Secretary of State Records Management	3242 Salt Creek Circle	Lincoln, NE 68504	30		
	Department of Education	500 S 84th Street	Lincoln, NE 68510	30		
	State Patrol	4600 Innovation Drive	Lincoln, NE 68521	30		
	Fallbrook location	245 Fallbrook Blvd.	Lincoln, NE 68521	30		



Recycling Enterprises of NE, Inc.  
1200 West Upland Ave.  
Lincoln, NE 68521  
402-438-6655

This document is for rates for collections not listed or correct on the bid document.

Outside dumpster  
containers

size in yards	price per yard	price per container per collection
1	\$ 12.30	\$ 12.30
2	\$ 12.30	\$ 24.60
4	\$ 12.30	\$ 49.20
6	\$ 12.30	\$ 73.80
8	\$ 12.30	\$ 98.40

Outside smaller containers  
95 gallon toters or less

price per container per  
collection  
\$ 3.65

Inside smaller containers  
95 gallon toters or less

Inside collection  
fee  
\$ 45.00

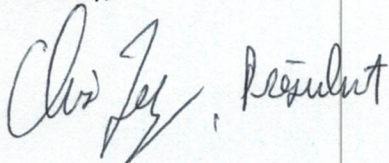
price per container per  
collection  
\$ 3.65

Inside gaylord containers  
or other containers

\$ 50.00

\$10

Sincerely,

A handwritten signature in black ink, appearing to read "Chris Zegar", followed by the word "President" written in a similar cursive style.

Chris Zegar, President