

ORIGINAL COPY  
RECYCLING ENTERPRISES

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

**RETURN TO:**  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: (402) 471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 5933 Z1	September 27, 2018
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
November 1, 2018 2:00 p.m. Central Time	Dianna Gilliland/Teresa Fleming

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5933 Z1 for the purpose of selecting a qualified Bidder to provide Recycling Services. Additional detail provided 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. The Contract includes the option to renew for three (3) additional two (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 RFP, and the successful bidder'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 RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders 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 in black ink 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 BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will 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 RFP 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 RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP 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 RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP 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 RFP, awards, and other documents.

**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP 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 RFP and any Questions and Answers, 4) the original RFP 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 RFP Response (Initial)	NOTES/COMMENTS:
CV			

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

The State Recycling Coordinator shall be responsible for coordinating the State Recycling Program. Any problems or complaints shall be coordinated through Administrative Services, State Recycling Office.

**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**

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

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

**E. CHANGE ORDERS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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.

**F. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

**G. BREACH**

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

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.

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

**H. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP 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.

**I. SEVERABILITY**

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

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.

**J. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this

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

5. 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.

**K. ATTORNEY'S FEES**

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

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

**L. ASSIGNMENT, SALE, OR MERGER**

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

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.

**M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

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

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.

**N. FORCE MAJEURE**

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

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.

**O. CONFIDENTIALITY**

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

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.

**P. EARLY TERMINATION**

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

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.

**Q. CONTRACT CLOSEOUT**

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

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

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

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

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

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

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

**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 services to be covered by any contract resulting from this RFP.

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. PERMITS, REGULATIONS, LAWS**

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

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 RFP Response (Initial)	NOTES/COMMENTS:
CE			

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
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	\$4,000,000 per occurrence
<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."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

**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:

State Purchasing Bureau  
 Attn: Recycling Buyer  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

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. ANTITRUST**

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

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.

**H. CONFLICT OF INTEREST**

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

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

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

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

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

**I. STATE PROPERTY**

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

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.

**J. SITE RULES AND REGULATIONS**

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

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.

**K. NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES (NDCS) SECURITY**

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

Contractor shall make his/her employees aware of the provisions §28-322.01 of the State of Nebraska Revised Statutes that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them, at all times, while on facility grounds. The Contractor will require his/her personnel to comply with instructions pertaining to conduct, safety and security regulations, and all lawful instructions by NDCS facility personnel necessary to ensure the safety, security, and good order of the institution where the service is being performed.

Contractor's personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities. Wireless devices and/or cellular phones are prohibited from NDCS Facilities unless authorized prior to entry. If necessary, any wireless/cellular communication device needing prior approval for entry to perform services will be submitted prior to entry utilizing a form entitled: Cellular Device Institutional Use Report.

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

**L. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. 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 RFP Response (Initial)	NOTES/COMMENTS:
ct			

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 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 RFP Response (Initial)	NOTES/COMMENTS:
ct			

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.

**IV. PAYMENT**

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

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

**B. TAXES (Statutory)**

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

**C. INVOICES**

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

Invoices for monthly payments must be submitted by the Contractor to State of Nebraska, State Recycling Coordinator, 1526 K Street Suite 130, Lincoln, NE, 68508 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 RFP Response (Initial)	NOTES/COMMENTS:
CB			

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**

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by

electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date 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**

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

The State's obligation to pay amounts due on the Contract for a 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)**

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

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

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

The State of Nebraska is seeking a contractor to provide Recycling Services. Recycling services shall be provided for multiple statewide locations according to schedules agreed upon by the Contractor and State Recycling requesting the service and on an as-needed basis when requested. The Contractor will provide recycling services to as many locations as possible. Upon prior approval by an agency/location, the Contractor may request to perform service at will for Contractor's convenience. Service locations may be added when mutually agreed upon by the State and the Contractor.

**Current pickup schedules are varied by agency. Schedules are once weekly, twice weekly, bi-weekly, monthly and as-needed.**

**B. BACKGROUND**

**1. MANDATES**

Nebraska's State Agencies are subject to certain mandates for waste reduction and recycling. State Statutes §§ 81-1183 through 81-1189 address this mandate and are referred to as the State Government Recycling Management Act.

Section 81-1184 of the State Government Recycling Management Act recognizes 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. In addition, 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 material includes, but is not limited to, paper, paperboard, aluminum and other metals, yard waste, glass, tires, oil, and plastics".

**2. CURRENT STATE PARTICIPATION**

Attachment A is a listing of State agencies who have participated in the State's recycling program. The attachment includes the addresses, scheduled collection dates and containers used for recycling. This information is provided as a frame of reference to be used when considering the size of the State's recycling program and the number and type of containers used. Changes to the type and number of containers are allowed; however, this is subject authorization of the State Recycling Coordinator before the change becomes effective.

**C. STATE RESPONSIBILITIES**

1. The State reserves the right to add or delete recycling locations within the awarded service area upon written notice to the Contractor, upon mutual written agreement between the State and the Contractor.
2. The State reserves the right to add or delete recyclables within the awarded service area upon written notice to the Contractor.
3. 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.
4. The State Agency will contact the Contractor when a tote(s) are moved for reasons to include the State Agency moving to a different location or building, or the tote(s) moving to a different location within the State Agency.
5. The State Recycling Coordinator shall be responsible for over-seeing the State Recycling Program. Any problems or complaints shall be coordinated through Administrative Services, State Recycling Office.

**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 MARKETED**

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

- i. Sorted office paper;
- ii. Steel cans;
- iii. Aluminum cans;
- iv. Mixed office paper
- v. Newspapers;
- vi. Shredded paper (shredded by the State);
- vii. Plastic bottles
- viii. Clear, green, and brown glass bottles;
- ix. Magazines/Glossy materials;
- x. Hardback books;
- xi. Spiral-bound books;
- xii. Soft-cover books;
- xiii. Telephone books;
- xiv. Coroplast (a type of corrugated plastic);
- xv. Shrink-Wrap;
- xvi. Various plastic containers;
- xvii. Old Corrugated Containers (Cardboard) – both baled and un-baled;
- xviii. Core and unused paper from rolls of printing paper, butt end rolls.

Items may be added to or removed from this list when it is mutually agreed upon by the Contractor and the State Recycling Coordinator.

- 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 a statement of assurance indicating that all material collected as part of this Contract is being recycled. This includes, but is not limited to, a listing of where the recyclable materials were shipped, how the materials were transported, if the materials changed form (i.e. 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.
- e. The Contractor shall be solely responsible for any disposal costs associated with the collection of the recyclables.
- f. Contractor will add or delete recycling locations within the awarded service area as identified by the State upon mutual written agreement between the State and the Contractor.
- g. Contractor will add or delete recyclables within the awarded service area as identified by the State upon mutual written agreement between the State and the Contractor.
- h. 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.
- 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 Recycling Coordinator. 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 the intermediate to the end-use containers.

- d. Contractor shall coordinate with the State Recycling Coordinator to establish a central location for collection of end-use containers at each serviced location.
- e. Implementation of recycling programs in each facility shall be contingent on facility management support, storage space and securing the necessary equipment and/or containers to collect the recyclables.
- 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 supplied by the State will be at State's expense. All signs 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 offices.
- 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 recycling 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 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 persons employed by the Contractor shall be 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 which is frequent enough to ensure that they do not overflow the containers.
- 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
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 is closed during un-scheduled Federal holidays such as holidays declared by the President. Collections on any of these days shall be coordinated with the State Recycling Coordinator 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 fumes), and the Nebraska State Office Building in Lincoln (materials must be collected by 6:30 a.m. due to fumes and limited dock space). Collection at the Omaha Correctional Center in Omaha must be performed between 7:30 a.m. and 10:30 a.m. or between 12:30 p.m. and 2:30 p.m. due to security considerations.

- d. Contractor shall empty all containers at each stop, whether or not the containers are completely full.
- e. The Contractor shall report to the State Recycling Coordinator whenever there is a need for planning and implementing any expansion to include additional recycling locations and/or recyclable materials.
- f. The Contractor should provide updated schedules to the State every time there is an agreed-upon change.
- g. The Contractor shall maintain the established collection schedule (see Attachment A) making approved changes only as needed to increase efficiency without a decrease in quality of service.
- h. The Contractor shall provide additional collection services during periods of unusually heavy paper generation, including moves, file purges, and in-house shredding when contacted by the State Recycling Coordinator or the Agency.
- i. Contractor shall take steps to prevent paper or other material from blowing or falling off the truck and adhere to all city ordinances as applicable in-route to the recycling facility.
- j. 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 Recycling Coordinator for all deviations from the agreed-upon schedule.
- k. Contractor should be able to accommodate unscheduled collections requested by the State Recycling Coordinator or the Agency within 24 hours of the unscheduled collection request.

#### **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 Recycling Coordinator 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 pulls due to contamination in a recycling container.

#### **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. will be provided by the Contractor unless otherwise agreed upon by the State Recycling Coordinator.
- 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 appropriate State permits, and shall be operated pursuant to regulations and requirements established by the State and/or the Agency.

#### **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 Nebraska State Government property caused by the Contractors personnel and/or equipment. Any sites damaged must be reported to the State Recycling Coordinator within 24 hours. Damages include, but are not limited to, containers, location sites and equipment.

- b. All personnel shall be capable employees thoroughly trained and qualified in the work assigned to them.
- c. All personnel must observe all regulations in effect at any State Agency. While on State property, employees shall be subject to the rules and regulations of the State, but under no circumstances shall such person be deemed to be employees of the State. Contractor or its personnel shall not represent themselves as employees of the State.
- d. The State may request the Contractor to transfer employees who are found to be incompetent, prone to excessive tardiness, absenteeism or theft.
- e. Contractor employees may be subject to a security clearance as required by the State.
- f. The Contractor shall be responsible for all articles found by its employees in or near the premises and turned in to the State Recycling Coordinator.

## 7. REPORTING

### a. ANNUAL RECYCLING REPORT

Each year on or before January 31st, the Contractor shall provide an annual report of recycling activity for the previous year for the State. This report will provide a summary total of all materials collected by the Contractor for each type of material collected for each location serviced. This report may be submitted electronically to the State Recycling Coordinator. The form and format used for this report is subject to the approval of the State Recycling Coordinator.

### b. ANNUAL RECYCLING LOCATION & SCHEDULE REPORT

The Contractor shall furnish a yearly report to be received by the State Recycling Coordinator by January 31st of each year of the contract. This report must include a listing of all locations serviced, the address of all locations (including suite number, if applicable), the number and description of all containers provided, and the current collection schedule (i.e. every Tuesday, every other Wednesday, etc.). This report may be submitted electronically to the State Recycling Coordinator. The form and format used for this report is subject to the approval of the State Recycling Coordinator.

### c. INVENTORY REPORT

An inventory report of deployed containers is to be provided to the State Recycling Coordinator identifying the size, quantity, and location of each container 30 business days after Contract start date and upon written request thereafter. The form and format for the report is subject to the approval of the State Recycling Coordinator.

- d. The State may, on unannounced occasions, audit the collection, conveyance, and weighing procedures of the Contractor to assure that efficient operational practices are being maintained.
- e. Upon five (5) business days after written request, the Contractor will provide documentation in writing detailing a description of their 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.
  - i. Upon written request, the Contractor should identify to the greatest extent possible the saleable end product and all end markets that will be utilized by the 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, if required, 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.

**E. CURRENT REQUIREMENTS FOR SOME NDCS AND MILITARY LOCATIONS**

Some sites currently under the State contract for recycling have varying circumstances and include the following.

1. **COMMUNITY CORRECTIONS CENTER - OMAHA (CCCO) IN OMAHA**  
CCCO currently transports loose cardboard across the street to the Omaha Correctional Center for baling. However, the Contractor may collect loose cardboard at CCCO, if desired. This change should be coordinated with the State Recycling Coordinator prior to implementation.
2. **CORNHUSKER STATE INDUSTRIES (CSI) IN LINCOLN.**  
The recyclables are located behind the CSI Warehouse with access limited for pick-up during Monday through Friday, 8:00 AM to 2:30 PM, excluding State holidays. Materials are collected in Contractor-owned containers.
3. **GENEVA YOUTH DEVELOPMENT CENTER IN GENEVA**  
Currently, all recyclable material is transported to a semi-trailer (owned by the Contractor) located by the maintenance shop. The recyclable material is stored in Gaylord containers owned by the Contractor. Items include loose cardboard, un-crushed tin cans, plastics, aluminum cans and sorted office paper. Once the semi-trailer is full, an empty trailer is brought down and the full trailer is hauled to the Contractor's recycling facility.
4. **LINCOLN CORRECTIONAL CENTER (LCC) / DIAGNOSTIC EVALUATION CENTER (DEC) / COMMUNITY CORRECTIONAL CENTER LINCOLN (CCCL) IN LINCOLN**  
Recycled paper from LCC – CSI Print Shop is transported on CSI truck to CSI warehouse to be picked up by Contractor. LCC & DEC recyclables are picked up and processed/sorted by CCCL and then will be picked up by Contractor at CCCL.
5. **NEBRASKA CORRECTIONAL CENTER FOR WOMEN (NCCW) IN YORK**  
Currently, all recyclable material is transported to a semi-trailer owned by the Contractor. The recyclable material is stored in Gaylord containers owned by the Contractor. Items include loose cardboard, un-crushed tin cans, plastics, aluminum cans and sorted office paper. Once the semi-trailer is full, an empty trailer is brought down and the full trailer is hauled to the Contractor's recycling facility. The semi-trailer is owned and hauled by the Contractor who is responsible for the necessary permits, licenses and insurance.
6. **NEBRASKA CORRECTIONAL YOUTH FACILITY (NCYF) IN OMAHA**  
Recyclable items collected at NCYF are currently collected every other Wednesday and includes office paper and un-crushed tin cans. These materials are placed in Contractor-owned Totes and are placed outside the gates of the facility – therefore, there is no entry required to this facility. This facility generates a large volume of cardboard which is recycled by a separate Contractor.
7. **NEBRASKA STATE PENITENTARY (NSP) / DCS CENTRAL WAREHOUSE (CW) IN LINCOLN.**  
The recyclable materials are transported from within the facility/institution to a location outside the fences by NDCS Central Warehouse to await collection by the Contractor. Cardboard is required to be picked up at a minimum of three (3) times per week with four (4) appropriate sized containers. Aluminum cans and plastic will need to be picked up minimally three to four (3-4) times per week if using the small containers with wheels. Cardboard will be bundled together. Aluminum cans and plastic will be in can liners. Office paper will be in can liners and required to be picked up one (1) time per week with one (1) appropriate sized container.
8. **OMAHA CORRECTIONAL FACILITY (OCC) IN OMAHA**  
OCC generates cardboard and "Coroplast", which is a type of corrugated plastic. Cardboard volume varies throughout the year depending on arrangements that OCC has with various companies who utilize inmate labor. Contractor is allowed to collect materials only from 7:30 a.m. to 10:30 a.m. and from 12:30 p.m. to 2:30 p.m. only. OCC has an on-site baler and all cardboard is baled. OCC provides personnel to operate the forklift and place the bales on to the Contractor's truck. The personnel also loads the bales with the forklift.
9. **TECUMSEH STATE CORRECTIONAL INSTITUTION FACILITY (TSCI) IN TECUMSEH**  
Refuse at TSCI is sorted and the recyclable material is gathered and then transported to a semi-trailer located just outside of the institution. The Contractor will not need to enter the institution or have security

clearance. The recyclable material is stored in Gaylord containers provided by the Contractor. Items include un-crushed tin cans, aluminum cans, other metals, and sorted office paper. Once the semi-trailer is full, an empty trailer is brought down and the full trailer is hauled to the Contractor's recycling facility. The semi-trailer is owned and hauled by the Contractor and the Contractor is responsible for the necessary permits, licenses and insurance.

Loose cardboard and plastics are gathered and stored near the facility maintenance shop. The contractor does need security clearance to enter the institution to pick up this material.

**10. ALL NDCS LOCATIONS**

- a. At all facilities, some shredded paper may be in plastic bags or in barrels. Other paper may be stacked or in barrels or boxes.
- b. If a drop-off site is proposed/established that is mutually beneficial that is not at the facility/building location maintained by the State, but is on State Property additional locations may be added as they become available by mutual agreement.

**11. MILITARY INSTALLATIONS (AIR NATIONAL GUARD & ARMY NATIONAL GUARD)**

The Contractor will need proper identification. Two (2) forms of identification are recommended, which could include driver license and company identification (if possible). Upon entering these sites the first time, the gate guards may ask the reason for being on-site. The State reserves the right to search trucks at any time.

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

The following items are **not** included as a part of the contract.

- 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**  
Wooden pallets are normally reused or given to a pallet recycler.
- 3. **USED TONER CARTRIDGES**  
Currently, there is a separate contract for the collection and recycling of used toner cartridges.
- 4. **ALUMINUM CANS AT CORRECTIONAL FACILITIES**  
Community Corrections Center in Omaha collect and recycle their own aluminum cans.
- 5. **WASTE OIL**  
There will be no collection of used oil with this contract.
- 6. **SCRAP METALS**  
The State of Nebraska will process scrap metal using a separate contract for aluminum and iron scrap metal excluding aluminum beverage containers and steel cans.
- 7. **ON-SITE SHREDDING SERVICES**  
Currently, there is a separate contract for the shredding of confidential documents at the State-owned or leased buildings. These are differentiated from other paper documents due to their confidential nature. These documents are processed using locked collection containers and are shredded on site so to assure proper disposal. The shredding Contractor collects and recycles this paper. This applies only to paper that is transported and shredded on-site – i.e. there is shredded paper for recycling through this contract if the shredding is performed by the Agency and is placed in the appropriate recycling containers.
- 8. **OFF-SITE SHREDDING SERVICES**  
The State also has a contract for off-site shredding services of documents for the State's Records Management operation. These documents are collected at the State's Records Management facility and transported to the Contractor's location for shredding.
- 9. **STYROFOAM**  
Currently no recycling Contractor is collecting the State's Styrofoam. However, the Contractor will be able to collect and recycle this commodity if desired and agreed upon in writing between the State and the contractor.

## **VI. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

**THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.**

### **A. COST PROPOSAL**

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

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.

### **B. PRICES**

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

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5933 Z1**

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

Preparation of Response Contact Information	
Bidder Name:	RECYCLING ENTERPRISES OF NE, INC
Bidder Address:	1200 WEST UPWARD AVE.
Contact Person & Title:	CHRIS ZEGAR, PRESIDENT
E-mail Address:	RECYCLE_LINCOLN@MSN.COM
Telephone Number (Office):	402-421-6655
Telephone Number (Cellular):	
Fax Number:	402 438-6601

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

Communication with the State Contact Information	
Bidder Name:	CHRIS ZEGAR
Bidder Address:	1200 WEST UPWARD AVE.
Contact Person & Title:	CHRIS ZEGAR, PRESIDENT
E-mail Address:	RECYCLE_LINCOLN@MSN.COM
Telephone Number (Office):	402-421-6655
Telephone Number (Cellular):	
Fax Number:	402 438-6601

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

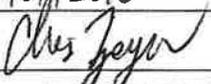
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

       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 (NOT ELECTRONICALLY)

FIRM:	RECYCLING ENTERPRISES OF NE, INC
COMPLETE ADDRESS:	1200 WEST UPLAND AVE. LINCOLN, NE 68521
TELEPHONE NUMBER:	402 421-6655
FAX NUMBER:	402 438-6601
DATE:	10/31/2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	CHRIS ZEGAR, PRESIDENT

**Cost Proposal**  
**Request for Proposal Number 5933 Z1**

Bidder Name: RECYCLING ENTERPRISES OF NE, INC

Prices must *not* be expressed as a range. Bidder will not impose any minimum or maximum pickup schedule within the table below.

It is the intention of the State to award contract(s) on a statewide basis; however, proposals may be considered regionally.

The State is requesting service in metro areas as well as rural locations. Service locations may be added when mutually agreed upon by the State and the Contractor.

Monthly Cost per Service Region	
REGION 1	\$ 750
REGION 2	\$ 4195
REGION 3	\$
REGION 4	\$
REGION 5*	\$
REGION 6*	\$
REGION 7	\$

## Optional Cost to Add Additional Pickups

Bidder Name: RECYCLING ENTERPRISES OF NE, INC

REGION 1	
Weekly	\$ 60
Every Other Week	\$ 30
Monthly	\$ 15
REGION 2	
Weekly	\$ 40
Every Other Week	\$ 30
Monthly	\$ 15
REGION 3	
Weekly	\$ N/A
Every Other Week	\$
Monthly	\$
REGION 4	
Weekly	\$ N/A
Every Other Week	\$
Monthly	\$
REGION 5*	
Weekly	\$ N/A
Every Other Week	\$
Monthly	\$

REGION 6*	
Weekly	\$ N/A
Every Other Week	\$
Monthly	\$
REGION 7	
Weekly	\$ N/A
Every Other Week	\$
Monthly	\$

\*No pickup services at this time.