RFP 6897 Z1

JULY 8, 2024 | SUBMITTED BY CASCADIA CONSULTING GROUP, INC.



Corporate Overview

Bidder Identification and Information

Cascadia Consulting Group (Cascadia) is headquartered at 1109 First Avenue, Suite 400, Seattle WA 98101. It is a C-Corporation. It is incorporated in Washington State and was first organized to do business in 1993. The name and form have not changed since its original organization.

FINANCIAL STATEMENTS

Cascadia has been in business for over 30 years and is not a publicly held corporation. Copies of our profit and loss statements, as well as our balance statements, have been attached as an appendix to this document. Cascadia certifies that it is not the subject of any judgement, pending or expected litigation, or other real or potential financial reversal at this time.

Banking Reference: Commerce Bank of Washington – Jackie Kopson – 206.292.4604

CHANGE OF OWNERSHIP

Cascadia Consulting Group certifies that no change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date. If selected, we certify that any unexpected change of ownership will be notified to the State.

OFFICE LOCATION

Cascadia Consulting Group's headquarters for this project will be located at 1109 First Avenue, Suite 400, Seattle WA 98101.

RELATIONSHIPS WITH THE STATE

Cascadia Consulting Group certifies that it has not had any dealings with the State of Nebraska over the previous three (3) years.

EMPLOYEE RELATIONSHIPS TO STATE

Cascadia Consulting Group certifies that no party named in this proposal is or was an employee of the State of Nebraska within the past six (6) months. We further certify that no employee of any agency of the State of Nebraska is employed by Cascadia, as of the due date of this proposal.

CONTRACT PERFORMANCE

Cascadia Consulting Group does not have any prior or ongoing contract terminations for default, convenience, non-permanence, non-allocation of funds, or any other reason.



Summary of Corporate Experience

Cascadia Consulting Group, Inc. is a small, 100% women-owned environmental consulting firm with a staff of 87 working out of our headquarters in Seattle, satellite office in Oakland, and remote locations nationwide. Our expertise cuts across all aspects of waste management and greenhouse gas tracking, including data gathering and vetting, emissions analysis using multiple platforms and standards, goals setting, and prioritization of waste reduction measures. Since its founding in 1993, Cascadia has designed and managed over 500 characterization studies for over 100 distinct clients—from comprehensive local and statewide solid waste, recycling, and organics studies to industrial feedstock analyses, facility and generator audits, residuals research, pilot program evaluations, contamination studies, and take-back program review.

Cascadia is a national leader in statewide waste characterization, having performed studies for Georgia, Delaware, Washington, California, Hawaii, and Oregon; we are also currently leading a nationwide waste characterization project for the U.S. Department of Energy. We offer a full suite of services to support each phase of materials management planning, from research and stakeholder engagement to data collection, analysis, program design and implementation. We have strong relationships with professionals nationwide, waste collectors and processors, and leading institutions and agencies in the waste management sector. We complement our extensive on-the-ground experience with best practices developed through some of the most advanced and innovative GHG emissions analyses in the Country—with recent experience working directly with the ICLEI on inventory development, advising on the Global Protocol for Community Scale Emissions Inventories, leading a team that pioneered a new method of calculating consumptionbased emissions, and working with a broad range of local governments throughout the state to update and improve their government operations and communitywide inventories. With this breadth of expertise, we help our clients develop a deep and comprehensive understanding of their current impact and offer tailored solutions to reduce their waste and associated emissions and build sustainability.

While we design each study according to a core set of guiding principles, we adapt the scope, scale, and focus of data collection activity to align with each client's unique information needs. We have conducted research on single-family, multi-family, self-hauled, commercial, institutional, industrial, parks, beaches, and storm drainage systems; performed sampling and sorting in landfills, transfer stations, MRFs, composting facilities, and at curbsides and generator sites; and have collected and analyzed data on a multitude of material streams, including disposed MSW, recycling, organics/composting, C&D, residuals, HHW, marine debris, and litter. We have included a matrix on the next page providing an overview of some of Cascadia's recent characterization study experience, along with three in-depth narrative descriptions of relevant projects.



Corporate Overview

Work

Experience	Matrix
Experience	Пастих

Experience Matrix			with	
	Laura		Disposal	
	Large-	Collection	and/or	D
	Scale	of Field	Recovery	Rigorous
	WCS	Data	Facilities	QA/QC
Cascadia Consulting Group Waste Char	acteriza	tion Overvie	N	
US Department of Energy Nationwide Waste Characterization	~	~	\checkmark	\checkmark
Study (2023-present)				
Washington Department of Ecology (WA) Statewide Waste				
Characterization Studies (1998, 2009, 2015, 2020, 2022, 2023-	\checkmark	\checkmark	\checkmark	\checkmark
present)				
Oregon Department of Environmental Quality Statewide	~	\checkmark	\checkmark	\checkmark
Recycling and Waste Characterization Studies (2022-Present)			·	
CalRecycle (CA) Statewide Waste Characterization Studies	~	~	\checkmark	\checkmark
(1999, 2004, 2006, 2008, 2014, 2018, 2020, 2022)	•	· ·		
New York City (NY) Residential Waste & Recycling	~	✓	\checkmark	\checkmark
Characterization (2005, 2012, 2017, 2022-23)		· ·	· ·	
Los Angeles County (CA) Waste Characterization Study for	~	✓	\checkmark	\checkmark
Unincorporated Areas (2006, 2019-Present)		· ·	· ·	
City of Seattle (WA) Ongoing Waste, Recycling, Organics, C&D	~	✓	\checkmark	\checkmark
Composition Studies (1988-Present)		· ·	· ·	
King County (WA) Regional Solid Waste Monitoring Program	~	✓	\checkmark	\checkmark
(1992-Present)	•	· ·	· ·	
Metro Oregon (OR) Commercial Recyclables Composition	~	~	\checkmark	~
Study, Organics Characterization Study (2015-2019)	Ť	Ť	· ·	Ť
City of San Jose (CA) Waste and Recycling Characterization				
Studies (2000, 2008, 2015), On-Call Waste Characterization	\checkmark	\checkmark	\checkmark	\checkmark
Research (2017-present)				
San Francisco Department of the Environment (CA) Waste	~	~	\checkmark	\checkmark
Characterization Study (2003, 2014, 2020, 2024)				
City of Los Angeles (CA) Residential Food Waste Prevention &	~	\checkmark	\checkmark	\checkmark
Food Scrap Recycling Pilot Program (2018-Present)				
City of Long Beach (CA) Waste Characterization Study and	~	\checkmark	\checkmark	\checkmark
Visual Container Audit (2019)				
City of Cupertino (CA) Commercial, Multi-family, and Municipal	~	~	\checkmark	\checkmark
Generator Study (2019)				
Salinas County (CA) Waste Composition Study (2007, 2018-	~	~	\checkmark	\checkmark
2019)				
Humboldt Waste Management Authority (CA) Waste	~	\checkmark	\checkmark	\checkmark
Characterization Study (2010, 2019-2020)				
Placer County (CA) Waste Composition Study (2018-2019)	✓	✓	✓	\checkmark
City of Honolulu (HI) Residential Waste Characterization Study				
(2012), Waste Composition, MRF Processing Analysis (2016)	✓	\checkmark	\checkmark	\checkmark
The Recycling Partnership (Denver, Chicago, Atlanta)				
Curbside Capture Rate Characterization Studies, Pilot Campaign	~	✓	\checkmark	\checkmark
Evaluation (2017-2018)				
	1	1	1	1



STATEWIDE WASTE CHARACTERIZATION STUDIES | WA DEPARTMENT OF ECOLOGY | 2009-2024| CASCADIA (PRIME) AND SKY VALLEY (SUB)

Cascadia has conducted statewide waste characterization studies for the Washington Department of Ecology (Ecology) since 2009. Recently, Cascadia designed and executed the 2020-2021 iteration of the statewide characterization study. Our team built on previous studies by conducting a new four-season waste characterization study to assess progress made against Ecology's waste diversion goals. In addition to comparing results with the most recent 2015-2016 study, our team completed a packaging and product analysis that combined data from the 2020-2021 study with four additional studies completed by other jurisdictions around the state. This allowed us to present Ecology with a robust picture of statewide waste composition. Our team is currently performing a statewide recycling and organics characterization study assessing inbound recycling and organics and outbound recycling commodities from a variety of facilities throughout the state. After four seasons of sampling from 2022-2023, our team will furnish Ecology with a comprehensive picture of contamination levels in Washington's recycling and organics, including results on how contamination improves after MRFs process incoming recyclables. Our findings will inform a comprehensive report that will assist in targeting or assessing interventions/outreach to reduce contamination and assist with program improvements, such as the state Contamination Reduction Outreach Plan (CROP) and local CROPs. Cascadia's responsibilities included planning and executing every step of the study design, facility coordination, field work, analysis, and reporting.

Reference Info: Gretchen Newman, (360) 407-6097, no fax available, gnew461@ecy.wa.gov Planned Budget: Various since 2009. Current project budget is \$499,075. Actual Budget: Current \$499,075 Planned Date of Completion: June 2024 Actual Date of Completion: June 2024

STATEWIDE WASTE CHARACTERIZATION STUDIES | CALRECYCLE | 1998-2024 | CASCADIA (PRIME) AND SKY VALLEY (SUB)

Since 1998, Cascadia has worked with the state of California's integrated waste management board (CalRecycle) to build a large body of data that describes the detail of statewide waste flows and composition—across regions, across sectors, and across targeted material streams. Cascadia's work gives CalRecycle a detailed window into waste and recycling flows across the state—allowing the agency to learn from successes, identify challenges, and plan for the future. Cascadia's work with CalRecycle has spanned all six of the agency's latest statewide studies, including: 1999 Statewide Waste Characterization Study; 2004 Statewide Waste Characterization Study; 2006 Waste Disposal and Diversion Findings for Selected Industry Groups; 2006 Detailed Characterization of Construction and Demolition Waste; 2006 Detailed Characterization of Commercial Self-Haul and Drop-Box Waste; 2006 Characterization and Quantification of Residuals from Material Recovery Facilities; 2008 California Statewide Waste Characterization Study; 2014 Generator-Based Characterization of Commercial Sector Disposal and Diversion in California; 2014 Disposal Facility-Based Characterization of Solid Waste in California; 2018 California Statewide Waste Characterization Study; 2020 Statewide Disposal-based Waste Characterization Study; and a 2023 Statewide MRF Recyclable Material Study. Up to and including the 2014 studies, Cascadia's responsibilities included planning and executing every step of the study design, facility



Corporate Overview

coordination, field work, analysis, and reporting. Since 2018 Cascadia's responsibilities included planning and executing every step of the study design, facility coordination, and field work. CalRecycle has completed the analysis and reporting in-house since 2018.

Reference Info: Dan Brown, (916) 322-0957, no fax available, dan.brown@calrecycle.ca.gov Planned Budget: Various since 1998. Current project budget is \$599,020.84. Actual Budget: \$599,020.84 Planned Date of Completion: March 2024 Actual Date of Completion: March 2024

STATEWIDE RECYCLING AND WASTE CHARACTERIZATION STUDIES | OR DEPARTMENT OF ENVIRONMENTAL QUALITY | 2022-2024 | SKY VALLEY (PRIME) AND CASCADIA (SUB)

ODEQ contracted with Sky Valley Associates as the prime contractor and Cascadia Consulting Group as a subcontractor to complete a statewide waste characterization study in support of the state's Recycling Modernization Act (RMA). The RMA is a comprehensive statewide waste management plan that, among its many features, introduces an expanded producer responsibility (EPR) program in Oregon. The study data is incorporated into the goal setting, fee structure, and many other areas of the EPR program. The study characterized more than 2,000 disposed waste, inbound recycling, recycling commodities and residuals, and organic waste at facilities throughout Oregon over eight field work periods. The Sky Valley and Cascadia team jointly completed the facility coordination and fieldwork with Cascadia primarily focused on the vehicle survey/selection aspect of the disposal sampling along with all facets of the recycling and residual characterization.

Reference Info: Peter Spendelow, (503) 229-5253, no fax available, peter.h.spendelow@deq.oregon.gov Planned Budget: \$1,036,432 Actual Budget: \$1,036,432 Planned Date of Completion: January 2024 Actual Date of Completion: January 2024

Summary of Proposed Personnel and Management Approach

MANAGEMENT APPROACH

Many of Cascadia's very first projects were waste characterization studies; we *literally* wrote the book on completing waste characterization studies by assisting statewide agencies in drafting their guidelines for waste characterization studies in the late 1990's. Our team is well versed in managing waste characterization studies on time and on-budget, while ensuring that we deliver accurate and reliable data.



Corporate Overview



Cascadia uses an integrated project management and accounting system, Deltek Vision. Vision incorporates labor planning, task dependencies, time and expense tracking, and invoicing functions into one platform. The platform ensures we have the right people doing the right work at the right time and provides regular updates to ensure that the project remains on budget.

Further, Cascadia's project teams are always organized in a clear hierarchy that assigns all team members definitive roles and responsibilities, holding the team accountable for fulfilling each component of a task. For this project, our team will include a project manager responsible for high-level management and communication with the State, as well as overseeing the team. This includes hands-on supervision of all team members, with frequent check-ins and discussions of project status, and necessary adjustments made accordingly. The project manager will provide frequent updates to the State via email, virtual check-in meetings, or phone -- whichever method is preferable to the Nebraska team.

In addition to regular supervision and project lines of authority, Cascadia offers a unique in-house editorial board and quality control board. These independent bodies perform careful review of all written deliverables and data analysis, respectively, produced at Cascadia.

PROPOSED PERSONNEL

We've introduced our key staff members below and have provided full resumes for each in the "Proposed Staff Resumes" section below, as requested in the RFP.



Emily Jennings, Project Manager

Emily Jennings has fifteen years of experience working across groups to understand barriers and motivations to sustainable action in a way that is strategic, equitable, and collaborative. Consistently working at the intersection of environmental and social justice, she has worked across many topics including recycling and materials management, zero waste planning, pollution

prevention, and sustainability. At Cascadia, she uses her multifaceted skillsets to take on a large variety of projects and roles—including leading King County's Waste, Recycling, construction, and demolition program, supporting Keep America Beautiful's California litter study, and providing ongoing support to Sound Transit as they advance their sustainability goals. Emily is experienced in strategic planning, stakeholder outreach, focus groups and interviews, survey development and distribution, program evaluation, report development, and workshop facilitation.



Nebraska Statewide Waste Characterization Study Corporate Overview



Nate Jensen, Deputy Project Manager and Field Work Lead

Nate is an experienced field crew lead who has completed over 2,000 hours of waste characterization study work across a variety of Cascadia's portfolio of clients. Through his work at Cascadia, Nate has proven experience leading waste characterization studies across challenging landscapes with diverse stakeholders and project requirements. Recently, Nate has worked on

characterization studies of varying sizes for clients throughout the west coast; he supported waste and recycling studies in the City of Santa Barbara; a statewide litter study for the WA Department of Ecology; and a garbage, recycling, and organics study for the OR Department of Environmental Quality. Prior to Cascadia, Nate completed a B.S. in Environmental Science and Resource Management from the University of Washington.



Marie Horan, Analysis Lead

Marie has extensive fieldwork experience, specializing in waste characterization studies and field crew leadership. She is adept at ensuring study designs are properly implemented and data capture is accurate and complete. Marie also supports analysis tasks on a variety of sustainable materials management projects, as well as report writing that reflects data

analysis and results. Prior to joining the Cascadia team, Marie developed circular economy systems with initiatives such as establishing a local weekly repair workshop and creating networks for bicycle-powered collection and delivery of neighborhood food scraps to community garden compost piles. Marie is also a licensed Professional Engineer and has experience in design and construction of bridges, including modeling, drafting, and quality assurance.



Caitlin Singer, Analyst and Writer

Caitlin supports research and analysis projects at Cascadia through project and program management and specializes in human dimensions, qualitative data, and solid waste. Her recent experience includes leading a waste monitoring study in King County, leading a carpet recycling program study for CalRecycle, and supporting the Department of Energy's nationwide

characterization of municipal solid waste. Prior to joining the Cascadia team, Caitlin worked at Georgetown Brewing Company managing the quality and sustainability programs.

SUBCONTRACTORS

Cascadia is joined in this effort by **Sky Valley Associates (SVA)**. SVA supports solid waste planning by providing clients with waste composition sampling data that exceeds their expectations in terms of quality, productivity, and professionalism. They have been at the forefront of the field for over 30 years, developing protocols for all manner of solid waste, organics, and recyclables sampling across generator groups. SVA has established sampling methodologies for a variety of large and complex waste characterization studies, tailoring their programs to the needs of the data. Since the firm's inception in 1992, SVA crews have completed over <u>58,500 samples</u>, totaling over <u>11.6 million pounds</u> of hand-sorted material. Their current staff offers over <u>50,000 hours</u> of combined sampling



experience and adapt quickly to new component schemes and sampling protocols. Sky Valley has teamed with Cascadia on many previous WCS efforts around the country, and integrates seamlessly into Cascadia's field team.

Address: Sky Valley Associates, LLC, PO Box 339, Arlington, WA 98223 Telephone Number: (208) 304-2927 Tasks: Task 3 (Develop Methodology) and Task 4 (Conduct Waste Sorts) Percentage of Performance Hours for this Subcontractor:37% Total Percentage of Subcontractor Performance Hours: 37%



Technical Approach

Understanding of the Project Requirements

The Nebraska Department of Environment and Energy (NDEE) intends to conduct a high quality, standardized, statewide waste characterization study that identifies types of materials in the waste stream and estimates amounts of each category in addition to estimating the quantity of materials managed via other pathways in the state. The study includes data collection across the four specific sectors (residential, commercial, mixed, and construction debris), four groupings (large urban, small urban, large rural, small rural), and four seasons established by NDEE. The study will help NDEE 1) understand what types and quantities of materials make up the state's waste stream; 2) determine both where specific material types are originating and where they're ending up; and 3) identify key opportunities to support Nebraskans in using less, recycling more, and taking resource conservation to higher levels.



Updated intelligence about the generation and flow of

materials in Nebraska will provide NDEE with a comprehensive picture of statewide disposal. Cascadia is qualified and ready to conduct a 2024 Statewide Waste Characterization Study that will provide a strong foundation of new data that the NDEE can rely on as it continues to introduce and support programs and initiatives that strategically target the key materials and generating sectors that show the most potential for improvement.

We are recognized leaders in waste and recycling research. Cascadia has worked with more than a dozen states and nine of the ten largest US cities to design and conduct studies that meet research objectives, anticipate and resolve challenges, maximize on-the-ground efficiency, and effectively involve new or temporary staff.

We know waste. Core members of our team were responsible for designing and conducting all previous statewide studies in California, Oregon, Washington, the US DOE Nationwide waste study, and we have recently been selected to complete the upcoming Utah and Hawaii statewide waste studies. This experience gives us an unmatched understanding of statewide research efforts. In addition, we have decades of experience working closely with local governments, haulers, and facilities to design projects that meet statewide standards. Our studies have placed us in hundreds of transfer stations and landfills, and we have developed a deep understanding of the concerns and operational needs of facility managers; our strong track record of working successfully with facility managers and haulers alike speaks for itself.



Nebraska Statewide Waste Characterization Study Technical Approach

Our approach is designed to maximize the per-dollar value of information generated through research and analysis. Because our team has learned to work together seamlessly—and because we know these studies inside-out—we have identified opportunities to combine, overlap, and streamline tasks to reduce costs while delivering the critical data that the NDEE desires. Each site visit and in-field event will accomplish multiple cross-task objectives, with practiced field supervisors and a QA/QC manager ensuring consistency and comparability of results.

A highly trained professional waste sorting crew. Our field crews bring unsurpassed knowledge of material categories and waste characterization practices. With unparalleled accuracy, consistency, and productivity, they characterize far more samples per day than less experienced crews. Rest assured that each sample is sorted the same way every day to reduce sorting errors that can render data useless or require extensive rework.

Proposed Development Approach

A waste characterization study is a complex undertaking, and experience in implementing similar studies is extremely valuable. For NDEE's 2024-25 Waste Characterization Study, we have assembled a project team that is uniquely prepared to organize and implement an efficient and cost-effective statewide waste characterization study rapidly and at a very high level of quality. Cascadia Consulting Group has extensive experience conducting research in solid waste and recycling across the United States from Honolulu to New York City. Our team is unmatched in our expertise in waste characterization methodology, research, analysis, and planning. Our proposed methodology to conduct the 2024-25 Statewide Characterization Study maximizes efficiency of data collection efforts and will result in meaningful and reliable new data for use in continued materials management planning.

We will design all task activities to balance data collection across the four sectors (residential, commercial, mixed, and construction debris), four groupings (large urban, small urban, large rural, small rural), and four seasons established by NDEE. A summary of proposed research objectives and corresponding deliverables for each Task is provided below.

Task/Objectiv	re	De	eliverables
Task 1 Pre- sort Workshop	Conduct kick-off meeting with NDEE and facility representatives. Collaborate with NDEE representatives on data collection, research design, and findings.	_	Agendas, meetings, and meeting minutes.
Task 2 Review Previous Waste Sort Methodology	Review and summarize 2009 study methodology.	_	Table comparing key elements of the 2009 study and 2024-25 study.
Task 3 Develop	Create a plan to accurately, efficiently, and safely characterize	_	Draft and final research design including sampling locations, sorting protocols, material categories with



Technical Approach

Task/Objectiv	re de la companya de	De	eliverables
2024-25 Methodology	waste from four sectors, four groupings, and four seasons.		definitions, site specific plans for each sampling location, and a C&D characterization plan.
Task 4 Data Collection	Complete gate surveys, hand sorts, visual inspections, and visual surveys for construction and demolition waste.	_	Raw data in an Excel workbook at the completion of each field season.
Task 5 Quarterly Reporting	Provide regular updates on the study progress to NDEE.	—	A one-page project status summary in a Word document at the completion of each field season.
Task 6 Data Analysis	Complete a statistical analysis of the field data.	_	All analysis tables and figures in an Excel workbook.
Task 7 Final Report	Create an informative report detailing the findings and key diversion opportunities.	_	Detailed draft and final report in a Word document and an in-person presentation of the findings.
Task 8 Presentation of Study Results	Prepare an engaging presentation of the study findings and recommendations.	_	Presenting a PowerPoint slide deck of the study findings and recommendations.

Technical Considerations

Software

Cascadia uses typical Microsoft Office products for most day-to-day work.

Our accounting and project management software (Deltek Vision) is described in a previous section.

Our field crews enter sample data directly into Cascadia's custom, cloud-based, data management platform known as OSCAR. OSCAR seamlessly exports data in Excel workbooks, routinizing the analyses to prevent errors, and increases infield data collection efficiency. During the in-field data entry, OSCAR has several built-in QA/QC protocols including:

The narrative in this section is responsive to Req 2 and Req 6 in section V.E of the RFP.

- A running tally of the sample weight to ensure that minimum sample weights are met.
- Material weight bounds that flag material weights outside of the normal bounds for that type of material.
- The data is automatically synced to a cloud-based storage system, reducing data loss and transcription errors.



Equipment

The Cascadia team travels with nearly all the equipment needed for field work. A typical list of equipment the field crew travels with includes:

- Hard hats
- Hard toed boots
- High visibility vests
- Safety glasses
- Puncture resistant gloves
- Nitrile Gloves
- Coveralls
- Ear plugs
- Face masks
- 1 300 lb. capacity, calibrated, battery operated scale with 0.05lb accuracy
- 1 small capacity calibrated, batteryoperated scale with 0.01lb accuracy
- 1 hardened laptop
- 2-3 Magnets
- Dry erase board with markers
- 2 sorting tables

- 70 Baskets
- 10 Barrels
- Folding table for data entry
- 16 tarps (at least 8'x12')
- Clipboard
- Snow shovel
- Push broom and hand broom
- Hand rakes and trowels
- Box cutters
- Pens/pencils/markers
- Tissues
- Hand sanitizer
- Disinfectant wipes
- Disinfectant spray
- Paper towels
- Plastic trash bags

Field Work Training

Cascadia's field crew is composed entirely of professional, full-time staff with extensive field work experience. They are well versed in standard field work operations and safety protocols and are ready to hit the ground running without requiring extensive training on waste characterization methods. Nonetheless, each study and facility is unique, and requires these training steps:

- Prior to beginning field work, the members of the sort crew will be trained in the implementation of this project's specific sorting protocols and material type definitions.
- The first day of field work will have a reduced focus on meeting productivity goals and an increased focus on hands-on implementation of this project's specific sorting protocols and material type definitions.
- The first day at each facility will include a site walkthrough, site specific safety briefing, an introduction to key site staff, and a review of key site staff roles.

Health and Safety Measures

The Cascadia team has developed a comprehensive Health and Safety Plan for conducting waste composition studies at disposal facilities owned and managed by third parties. A copy of this plan will be included in the study methodology. The Cascadia team will require all team members and subcontractors to adhere to these safety protocols, which will be reviewed with all field personnel prior to in-field events.



Nebraska Statewide Waste Characterization Study Technical Approach

All members of the field crew will be equipped with personal protective equipment (PPE) as specified by the host facility. PPE may be expected to include a hard hat, high-visibility safety vest, stop sign, steel-toed boots, puncture resistant gloves, impact resistant eyewear, and clothing to protect from sun exposure, at a minimum. The field crew will be trained in safe procedures for conducting work near moving vehicles and will be instructed to stop work if conditions at the facility become unsafe.

Key Project Risks

After 30 years and hundreds of waste characterization studies, our professional staff have seen practically everything. Some key project risks, with elements to address each of them, are shown in the following table:

Risk	Likelihood	Mitigation
Facilities are unable to host sorting	Moderate	Coordinate with other nearby facilities.
Inclement weather	Low	Moderate work to manage conditions (heat). Discontinue work until weather conditions improve (all conditions).
Wildfire smoke	Moderate	Follow guidelines based on the AQI.
Staff illness/injury	Moderate	Use a Saturday as a contingency sorting day if the illness is short term. If the illness/injury is long term, replace the ill/injured staff person within 24 hours.
Facility is unprepared	Low	Communicate regularly with facilities in advance. Use a Saturday as a contingency sorting day if needed.

Detailed Project Work Plan

Task 1. Pre-sort Workshop

SUBTASK 1A KICKOFF MEETING

We propose to begin the planning and design process by meeting virtually with NDEE and the eight facilities recruited by NDEE to clarify objectives, review the proposed methodology, and modify the approach to best meet the current needs of NDEE. The meeting will occur within 15 business days of receiving a fully executed contract. We will lean on our extensive experience completing statewide waste characterization studies to develop an agenda for the kickoff meeting. The Cascadia team will provide an agenda to NDEE 48 hours in advance of the project kickoff Tasks 1 through 6 in this section are responsive to Req 1, Req 5, and Req7 in section V.E of the RFP.

Task 7 in this section is responsive to Req 4 in section V.E of the RFP.



Technical Approach

meeting. We will provide a meeting summary and incorporate any edits to the various documents within seven business days of the project kickoff meeting. In addition to meeting the project team, we anticipate addressing the following key issues in the kickoff meeting:

- Any questions about the study objectives and proposed data collection methods.
- The desired list and definitions of material categories to be characterized in the study.
- A proposed schedule for sorting.
- Identification of other parties with whom we need to coordinate with regards to site selection as well as field and data collection activities.

SUBTASK 1B MONTHLY MEETINGS

Once the project is underway, Cascadia will continue to coordinate with the client team, including participation in scheduled monthly check-in calls and as-needed phone and email communications. We can adjust our meeting frequency to meet NDEE's preferences. We will also prepare invoices at the conclusion of each project phase which summarize our investment of time and resources by task and deliverable. We will provide a meeting agenda at least 48 hours in advance of each scheduled monthly meeting and complete meeting minutes within seven business days of the completion of each scheduled monthly meeting.

TASK 1 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format. We are proposing, and our budget assumes, that the project kickoff meeting will be a virtual meeting. Key deliverables will be:

- Agenda and minutes for a virtual kickoff meeting.
- Agenda and minutes for monthly meetings.

Task 2 Review Previous Waste Sort Methodology

The proposed Cascadia staff have been instrumental in drafting this proposal and have reviewed the final report from the 2009 study, including the study methodology, in depth. The previous study used an industry standard waste characterization approach that our team is well equipped to use as a basis for an updated study to ensure comparability between the two studies. The team will summarize the key elements from the 2009 study and compare those with the study methodology developed in Task 3 to ensure comparability, to the greatest extent possible. We anticipate completing this task in conjunction with Task 3.

TASK 2 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

• Table comparing key elements of the 2009 study and 2024-25 study.



Task 3 Develop 2024-25 Nebraska Statewide Waste Characterization Study Methodology

After completing the kickoff meeting and previous methodology review, the Cascadia team will collaborate with NDEE to identify and recruit additional facilities if any previously recruited facilities chose to not participate in the study and then draft a study methodology document.

Four sectors	 We will assure distribution of sampling and sorting activities among various waste generating sectors.
Four groupings	 The identified facilities will represent the demographic and geographic variety of the state
Four seasons	 We will allocate sampling events over four seasons, beginning in winter 2025 and concluding in fall 2025.
Eight facilities	– We will sample from eight disposal facilities.
Hundreds of samples	 We will manually and visually characterize hundreds of samples from around the state.
Hundreds of vehicle surveys	 We will perform vehicle surveys every field day to collect data on the distribution of incoming waste by sector.

Broadly speaking, our approach to Task 3 will include the following items:

Key subtasks to be completed in Task 3 are described below.

SUBTASK 3A MAKING ARRANGEMENTS WITH SAMPLING WASTE FACILITIES

As part of our long history of completing waste characterization studies, Cascadia staff have already developed and successfully utilized a facility survey data tracking form, which will reduce the time Cascadia will spend finalizing the logistical arrangements. Prior to confirming logistical arrangements with host disposal facilities, the Cascadia team will submit the recruitment survey to NDEE for review and approval. Following approval, the Cascadia team will contact the selected solid waste facilities, verify their suitability for waste sampling, and confirm their agreement to participate. For each selected facility, we will obtain contact information for individuals associated with the facility who (1) can authorize permission for data collection events, (2) are responsible for managing the facility on a day-to-day basis, and (3) can provide daily and weekly tonnage and traffic data for the facility. After confirming their agreement to participate in the study, we will work with the facility staff to construct a chart of weekly vehicle traffic for each waste sector, which will guide the construction of a sampling plan unique to that facility. In addition, we will keep a unique record for each facility that will capture data that the facilities are able to provide regarding tons received from direct haul, transfer stations, and MRFs—as well as information on the composition of incoming streams, such as the presence of biosolids, food processing waste, MRF residuals, and agricultural plastic. This process typically takes 20 business days from receiving the final list of facilities from NDEE.

Other information to be obtained by contacting each selected facility includes:

• Written directions to the facility.



- Written agreement confirming availability of space for sampling and sorting operations at the facility on the agreed-upon date(s).
- Written agreement permitting the use of scales and the cooperation of gatehouse personnel to obtain vehicle net weights.
- Confirmation of the availability of a loader and loader operator provided by the facility to obtain waste samples.
- Approximate daily and weekly load counts and tonnage by waste sector and subsector.
- The nature and extent of material recovery operations and processing activities (if any).

Scheduling Days and Times for Data Collection

We will use vehicle traffic information obtained from each recruited disposal facility to develop a **unique sampling plan for each individual facility**, as well as a consolidated schedule for the state. The sampling plan will ensure that waste from each sector is adequately represented. At the level of individual facilities, we will schedule days for waste sampling and vehicle surveys with a goal to 1) ensure the availability of an adequate number of loads from each waste sector and 2) devise a cost-efficient path of travel through the state for the field crew. At facilities open more than eight hours on the sampling day, vehicles will be surveyed for at least eight hours, beginning at a randomly selected start time. At facilities open less than eight hours, the field crew will be on site for all open hours.

The field crew will time their arrival at sort facilities to ensure enough time to meet the day's sample quota. All work will occur within the operating hours of each host facility.

SUBTASK 3B RESEARCH DESIGN

After completing facility coordination in subtask 3A, the Cascadia team will draft a detailed study methodology document. This document will **describe the plan for each element of study**, beginning with the process for coordinating with host facilities and ending with final analysis of the data. Given the methodology's importance to producing quality data and the keep the project on time and on budget, we anticipate spending 45 business days from the time all facility arrangements (subtask 3A) are complete to complete this subtask. The document will include complete plans for the collection of data to quantify and characterize residential waste, commercial waste, mixed, and C&D waste by groupings, seasons, and statewide. The comprehensive study methodology document will detail:

Methodology for coordinating with sampling sites-Questionnaire to confirm facility suitability-Contacting the facilities-Scheduling the facilities and ongoing host site coordination-Data collection from the facilities (days/hours of operation, etc)
--



Sampling plan, including number of samples allocated to sectors, sites, and seasons	 Determination of numbers of waste samples Allocation of numbers of samples to sectors, facilities, and seasons Sampling and surveying schedule Sampling and sorting procedures Method for diverting/directing selected loads Guidelines for extracting samples; determining adequate sample weights Sorting protocol Method for recording sorting data and ensuring QA/QC Identification of other data to be collected (subsector, vehicle type, etc.)
Vehicle gate survey plan	 Survey questions and data collection forms Surveyor training plan and curriculum Data collection procedures and QA/QC
Staffing plan	 Composition of field team to perform sampling, sorting and surveying Numbers and roles of field staff Number and roles of supervisors Number and roles of administrative/data entry staff
Identification of field methods	 Health and safety measures for sampling/sorting Training plan for team members Supervisory protocol Sampling/sorting procedures Lists of equipment and data forms for sampling/sorting Lists of equipment and data forms for surveying Lists and definitions of Material Categories
Data management and analysis plan	 Data entry & QA/QC measures Calculation methods for each sector, grouping, season, and statewide
Contingency plans	 General contingency plans to address unforeseen circumstances that may delay or adversely affect the study, including: Inclement weather Natural disasters Hauler strikes Facility closures Uncooperative generator sites Others



Determining Allocation of Samples

Consistent with the RFP, the **Cascadia team proposes characterizing up to 400 samples**. The allocations will provide robust statewide waste composition data and account for the relative homogeneity of residential samples compared to commercial, mixed, and C&D samples.

Preliminary Quality Assurance and Quality Control Measures

During Task 3, the Cascadia team's QA/QC Manager will coordinate with other team members to **ensure that accurate information is collected, verified, and communicated** in advance of sampling and sorting events to allow data collection to proceed smoothly and according to plan. In our communications with solid waste facilities, the Cascadia team will ensure that we are speaking to the individuals who are authorized to grant permission for data collection to occur at each facility, as well as the individuals who are empowered and able to provide accurate information about the facility's operations and traffic levels. We will note all the required information on prepared facility interview forms and present the recorded information to each facility. We also stand ready to execute non-disclosure agreements and/or waver of liability agreements with host facilities that request such documentation.

TASK 3 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

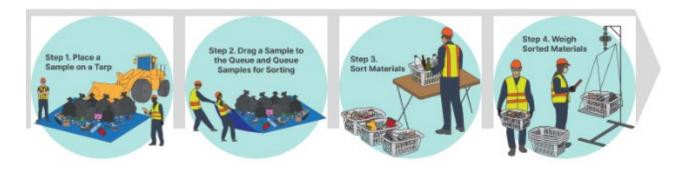
- List of confirmed disposal facility sites selected and the number of samples from each sector to be characterized at each site.
- Copies of all forms, surveys, and questionnaires.
- **Draft Research Design.** NDEE to provide comments as tracked changes consolidated from all reviewers into a single Word document.
- Final Research Design submitted after addressing changes requested by NDEE.

Task 4. Conduct Waste Sorts

The Cascadia team's data collection methods for field sampling/sorting and vehicle surveys will be compiled in the research design document at the outset of the project. **Specific methods of data collection for disposal facility-based sampling/sorting and gatehouse vehicle surveys are described below**. This proposed method will be described in further detail and presented to NDEE staff for approval during the research design process and will undergo any needed modifications during that time. Field work is anticpated to begin in early 2025 and extend through late fall 2025.



Technical Approach



KEY FIELD WORK ROLES

This document refers to several key staff roles. The responsibilities for each role include:

- Facility Primary Contact (Site Contact): Often the facilities or operations manager. Ensures that all staff at the facility are aware of the waste characterization study. Communicates to key facility staff the schedule of field work and their role(s) in the study. Ensures that the Cascadia field crew receives a facility specific safety briefing. See Facility Roles and Responsibilities for more details.
- Facility Loader Operator: Works closely with the Sort Crew Lead and Vehicle Surveyor to collect waste samples, place the samples near the Cascadia field crew, and remove samples after sorting. See Facility Roles and Responsibilities for more details.

The Key Field Work Roles section is responsive to Req 3 in section V.E of the RFP.

- **Scalehouse Staff:** Works closely with the Vehicle Surveyor to identify incoming loads and provide vehicle net weights for surveyed vehicles.
- Sort Crew Lead: Is the onsite field crew contact for the facility staff. Professional staff person with prior waste characterization supervisory experience. Ensures the safety of the field crew. Ensures the field crew checks into and out of the facility each day. Communicates with the Facility Loader Operator and Vehicle Surveyor to ensure all needed samples are collected and brought to the sorting area. Completes visual load inspections. Assists with the sorting. Ensures the quality of the Sorters' work and manages the sample weight data entry.
- **Sorters:** Professional staff, assist with all field work aspects of the study. The sorters are primarily responsible for sorting waste samples.
- Vehicle Surveyor: Interviews drivers arriving at the facility to select loads for sampling. Collects net weights for selected vehicles. Communicates with facility scale house staff when on-site.

The Cascadia staff (Sort Crew Lead, Sorters, and Vehicle Surveyor) will be collectively referred to as the field crew. The Sort Crew Lead and Sorters will be collectively referred to as the sort crew. The field crew typically consists of one Vehicle Surveyor, one Sort Crew Lead, and four Sorters. In this configuration, our field crew is capable of obtaining and hand sorting an **average of 10 samples**



Technical Approach

per day and visually characterizing 15 samples per day (a total of 25 samples per day). In an effort to assure consistency, we intend to rely on the same field supervisory personnel and core sorting professionals each season. All members of the field staff will receive ongoing feedback and training designed to maximize the accuracy, precision, and efficiency of field operations.

SUBTASK 4A DISPOSAL FACILITY-BASED SAMPLING/SORTING

Cascadia's approach to the field work is summarized below.

Vehicle Selection

The Cascadia team will use a systematic procedure to select individual vehicles for sampling for each waste sector at each facility. To calculate vehicle sampling frequency, we will establish a sampling interval for each waste sector by dividing the total number of loads for each sector arriving at the facility (based on scale data provided by the facility) by the number of samples needed each day. The resulting number, the sampling frequency, determines whether every third vehicle, every sixth vehicle, or every 20th vehicle is selected for sampling. We refer to this strategy as "selecting every n^{th} vehicle" within a waste sector.



Vehicle Selection Forms will be created for each day and each location of sampling activity. The field crew member responsible for conducting gatehouse vehicle surveys will also keep a tally of vehicles from each waste sector as they enter the facility. When the designated *n*th vehicle in each waste sector arrives, the staff member will conduct a brief survey designed to obtain key information from the driver.¹ The surveyor will record the vehicle information on the *Vehicle Selection Form* along with a unique identifying number associated with that vehicle on that day. They will also affix a brightly colored *Sample Placard* labeled with the identifying number on the vehicle's windshield or dashboard to identify it as a vehicle destined for sampling and will direct the vehicle to the sampling area. When the field crew intercepts the incoming vehicle, the field crew supervisor will note the unique number of the placard on the waste composition field form along with any unusual circumstances associated with the load or the sample.

Inspecting and Extracting Samples from Single-family, Commercial, and Mixed Loads

Upon arrival in the sampling area, drivers of selected incoming loads of residential, commercial, and mixed waste will be directed to tip their loads in elongated piles three to four feet high. A member of the field team will walk around the load twice, once in a clockwise direction and once counterclockwise, noting the presence or absence of up to 50 material categories and counting the number of occurrences for up to 15 of those 50 material categories. From each selected load, the field crew supervisor will randomly select one sample of waste using an imaginary grid superimposed over the dumped material. The facility's loader operator will extract a sample of

¹ See the Gatehouse Vehicle Surveys section for additional detail on the data collected.



Technical Approach

waste weighing at least 200 pounds from the designated cell and place it on a tarp. The field crew will characterize the entire C&D debris and open top roll-off loads as a single sample. Prior to sorting each sample, the Cascadia team will take a digital photograph of the sample with the sample placard visible.

Sorting and Characterizing Samples

Hand Sort Protocol

Once the sample has been extracted and placed on a tarp, the field crew will manually sort residential, commercial, and mixed loads into the defined material categories. Plastic laundry baskets will be used to contain the separated components.

Sorters will be trained to specialize in specific material groups for the duration of sampling and sorting activities, with someone handling the paper categories, someone else the plastics, someone else the glass and metals, and so on. In this way, sorters become highly knowledgeable in a short period of time as to the definitions of individual material categories. They sort these materials into clearly labeled bins.



The field crew supervisor will monitor the bins as each sample is sorted, re-categorizing materials that may be improperly classified and providing ongoing feedback to sorters. Open bins allow the field crew supervisor to see the material at all times. The field crew supervisor will also verify the purity of each component during the weigh-out (discussed below). The materials will be sorted until only two inches or less of homogeneous fine material ("mixed residue") remains.

Visual Sort Protocol

We will use the visual sort protocol to characterize C&D and open top roll-off containers. To estimate composition, the field crew will use a five-step visual characterization method developed by Cascadia. Because construction and demolition loads are composed of large, heavy, and highly variable materials, this visual characterization approach is the most cost-effective and accurate approach to composition estimation.

Visual characterizations will include measurement of the pile size (length, width, and height), as well as estimation of volumetric composition by material type (e.g., percent of pile volume made up of specific materials).

Recording Data in the Field

The Cascadia team believes that the weigh-out and data recording process is one of the most critical elements of study success. Our team's **data entry procedure has been developed to protect the integrity of the data at every step of the process**, from the field to final analysis.

The field crew supervisor will be singularly responsible for overseeing all weighing and data recording of each sample in the field. Once each sample has been sorted, the weigh-out will be



Technical Approach

performed: each bin containing sorted materials from the just-completed samples will be carried over to a digital scale provided by the Cascadia team. Field crew members will assist with carrying and weighing the bins of sorted material, and the field crew supervisor will record all data. The field crew supervisor will use **Cascadia's purpose-built, cloud based, data management platform to record the composition weights**. Each sample record will be matched up against the *Vehicle Selection Form* to assure accurate tracking of the samples each day.

At the end of the field data collection, after all data entry is complete, the Cascadia team's data manager will verify that all required data has been recorded properly.

In-Field QA/QC Measures

Our field crew uses many strategies to ensure the accuracy of all data collected in the field. The steps we take include:

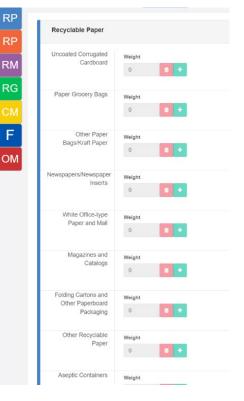
- Developing a thorough sampling plan, to verify that there will be enough vehicles to choose from on the particular sampling day.
- Talking to the driver when the vehicle arrives at the waste sampling location (i.e. after the staff member at the gatehouse has sent the vehicle to the field crew) to verify the type of waste load.
- Using 2-way radios or cell phones with text messaging to communicate with the gatehouse staff person, to resolve any questions about vehicle selection immediately.
- Training the entire field crew in the definitions of each material and referring to the written definitions as often as needed during sorting.
- Using a dedicated person to read and record the weight of each material as it crosses the scales after sorting.

Our field crews enter sample data directly into Cascadia's custom, cloud-based, data management platform known as OSCAR. The Field Lead will be onsite during all sorting activities to ensure that the field crew follow approved

protocols and maintain consistency across samples and sampling events. The Field Lead will take necessary steps to ensure that the field crews adhere to the fieldwork protocol during sample sorting and that the data quality standards are always maintained. During the in-field data entry, the data management tool has several built-in QA/QC protocols including:

- A running tally of the sample weight to ensure that minimum sample weights are met.
- Material weight bounds that flag material weights outside of the normal bounds for that type of material.
- The data is automatically synced to a cloud-based storage system, reducing data loss and transcription errors.

For data collected during the sorting of each sample, the Field Lead will review the field data every day and rectify any errors while the day's work is fresh in their mind. Errors or discrepancies in data discovered during quality control will be investigated, resolved (including additional sampling or





Nebraska Statewide Waste Characterization Study Technical Approach

surveying if necessary), and communicated to team members. Results from the data entry and analysis task will be looped back to inform field supervision and data collection efforts on a continual basis to allow for adjustments to the process.

SUBTASK 4B GATEHOUSE VEHICLE SURVEYS

To determine how many tons of disposed waste are associated with each of the waste sectors addressed in the study, a survey will be administered to drivers at all facilities that are visited by the sampling team. This survey will be used to determine the relative proportions associated with each waste sector at the statewide level. At each facility, vehicle surveys will begin at a randomly selected start time—early enough to allow a complete eight hours of surveying before the facility closes. For facilities that have multiple entrances, the surveyors will be assigned to different entrances at different times.

Recording Survey Data

When conducting surveys, the surveyor will record from each driver the following information:

- Jurisdiction from which the load originated
- Waste sector—single family residential, commercial, mixed waste, or C&D
- Type of waste—MSW, C&D, MRF residuals, etc.
- For C&D loads, the type of activity that generated the waste:
 - New construction
 - Demolition
 - Remodel
 - Roofing
 - Other

To calculate the tonnage of each waste sector, it will be necessary to determine the net weight of each vehicle entering the facility. To achieve this, the surveyor will note on the *Vehicle Survey Form* the net weight for each surveyed vehicle. For each vehicle that does not have a tare weight and must be weighed inbound and outbound, the surveyor will give a numbered card to the driver while noting the number in the unique record for that vehicle on the *Vehicle Survey Form*. The surveyor will then instruct the driver to give the card to gatehouse personnel upon exiting the facility, and gatehouse staff will be asked to write the net weight of each vehicle on the appropriate card. The surveyor will collect the weight cards from the gatehouse at the end of each survey day and will write the net weight of each vehicle on the *Vehicle Survey Forms*. We also intend to ask the host facility for a printout or electronic record of deliveries for the time period during which surveying took place as a back-up to the directly recorded data.

In addition to asking questions verbally, the surveyor will have copies of the survey questions printed on cards that may be handed to drivers. On the cards, the survey questions will be printed in English and Spanish. The surveyor will record data from the interviews and net weight records on a *Vehicle Survey Form*. Copies will be made of the completed *Vehicle Survey Forms*, and the originals will be sent to Cascadia team offices for entry into a customized database.



Nebraska Statewide Waste Characterization Study Technical Approach

In-Field QA/QC Measures

The surveyors will be trained in techniques for obtaining correct and complete information from drivers and in a standardized method for recording survey data on the *Vehicle Survey Form*.

In the field, the Cascadia team field crew supervisor will provide surveyors with instruction and ongoing direction regarding implementation of the vehicle surveys. Cascadia team senior staff will regularly check the completeness of vehicle surveys to ensure that data is collected in a thorough manner consistent with the study's methodology.

TASK 4 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

- Excel workbook containing sample characterization data and vehicle survey data.
- A digital photograph of all samples.

Task 5 Quarterly Reports

Progress reports will be provided to the NDEE contract manager within 30 calendar days after the end of each sampling season. The seasonal reports will include:

- A summary of samples completed (numbers and locations for each sector).
- A description and explanation of any differences between the research design and actual field sampling performed.
- An accompanying Excel workbook containing sample data and vehicle survey data for the completed season.
- Preliminary unweighted composition data for each waste sector.

TASK 5 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

• Seasonal reports of sampling and survey activities.

Task 6. Data Analysis

Task 6 will be focused on both providing data and ensuring the quality of data. We anticipate completing this task in Q1 2026. This task includes developing and implementing effective QA/QC measures for in-field and office data management; identifying and resolving errors or discrepancies in data; and compiling findings into reliable and useful deliverables for the NDEE's use. These quality control measures are comprehensive and **designed to provide multiple checks of the data collection and data entry processes**. Our highly experienced QA/QC Manager will be responsible for directing and overseeing data entry and analysis across research efforts and will provide overall quality control for all work products and deliverables. The QA/QC Manager will also be responsible for training and coaching staff in the proper methods of data entry and analysis, including:



- Identification and utilization of software used in data entry and analysis.
- Implementation and operation of software applications.
- QA/QC measures employed to ensure accurate data entry and analysis.

Below is a preliminary outline of our approach to analysis and reporting. We anticipate working with NDEE to finalize this approach prior to the start of data collection efforts.

The data analysis includes two separate but related exercises:

- Determining quantities.
- Calculating compositions.

DETERMINE ANNUAL QUANTITIES

Disposed waste from each sector will be quantified using the vehicle surveys and tonnage reports from facilities participating in the study. The calculation method includes three steps:

- Aggregating survey records to produce findings at the facility level.
- Aggregating tonnage from facilities to produce findings at the regional level.
- Aggregating regional findings to produce sector tonnage estimates statewide.

CALCULATE COMPOSITION

Using the statistical methods that we helped to develop and **have used in material characterization studies nationwide**, Cascadia will calculate detailed estimates of composition by material category. All estimates will be presented along with standard deviation and confidence intervals at the industry standard 90% confidence level. **The waste composition formulae that Cascadia will use are included below**. Cascadia will calculate the composition for each sector individually, for all sectors combined, and for other breakdowns as requested by NDEE while respecting an individual site's privacy interests.



Technical Approach

Waste Composition Calculations

The composition estimates represent the **ratio of the components' weight to the total sample weight** for each noted substream. They are derived by summing each component's weight across all of the selected records and dividing by the sum of the total sample weight, as shown in the following equation:

$$r_j = \frac{\sum_i c_{ij}}{\sum_i w_i}$$

where:

- r = ratio of components' weight to the total sample weight
- c = weight of particular component
- w = sum of all component weights
- For *i* = 1 to *n*, where *n* = number of selected samples, and for *j* = 1 to m, where *m* = number of components.

The confidence interval for this estimate is derived in two steps. First, the variance around the estimate is calculated, accounting for the fact that the ratio includes two random variables (the component and total sample weights). The **variance of the ratio estimator** equation follows:

$$\hat{V}_{r_j} = \left(\frac{1}{n}\right) \cdot \left(\frac{1}{\overline{w}^2}\right) \cdot \left(\frac{\sum_{i} \left(c_{ij} - r_j w_i\right)^2}{n-1}\right)$$

where:

$$\overline{w} = \frac{\sum_{i} w_i}{n}$$

Second, **precision levels** at the 90percent confidence interval are calculated for a component's mean as follows:

$$r_j \pm \left(t \cdot \sqrt{\hat{V}_{r_j}}\right)$$

where:

• t = the value of the t-statistic (1.645) corresponding to a 90percent confidence level



STATEWIDE MATERIAL FLOWS

Cascadia has been in the solid waste research business since its inception. We will use our extensive industry connections and tested research techniques to estimate the quantity of MSW/C&D collected, recycled, composted, or managed via other management pathways in the state to estimate the impact of existing recycling programs. Our research team will aggregate

existing data from a variety of local, regional, and national data sources including:

- local solid waste agencies in each of Nebraska's 93 counties,
- Local SWANA chapter,
- Local haulers, and national as well aggregate,
- Industry literature, and
- EPA region 7 staff.

Once the data is collected and aggregated Cascadia will turn to the solid waste most widely used GHG



estimation model, the EPA WARM model. The robust, well documented, WARM model is the standard tool used by jurisdictions around the country and ensure NDEE will have an accurate estimate of GHGs reduced from collection, recycling, composting, or management via other management pathways in the state along with data that can be compared with other jurisdictions and across time during future iterations of this study. Cascadia's in-house climate planning line of business works with WARM on a daily basis will provide close support during this step of the analysis.

TASK 6 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

• All analysis tables and figures in Excel format.



Task 7. Final Report Completion

The Cascadia team will prepare and present a comprehensive and engaging final report describing Tasks 1 through 6. **Our PE, dedicated writer, and 30 years of waste characterization reporting bring unparalleled technical writing expertise to our reports.** In addition to our primary project team, Cascadia offers a unique in-house editorial board and quality control board. These independent bodies perform careful review of all written deliverables and data analysis, respectively, produced at Cascadia.



Our team produces dozens of clear, concise, technical waste characterization reports each year. The report and all relevant attachments will be provided to NDEE in an electronic format.

Prior to beginning work on the report, Cascadia will prepare a draft outline—including example tables and graphs—and submit it to NDEE contract manager in Q4 2025. Feedback and comments from the contract manager and other NDEE staff will be incorporated into a new outline and used to guide the development of the draft report. The draft report will include, at a minimum, the following elements and will be submitted in Q1 2026:

1. Executive Summary

The executive summary will provide a high-level summary of the background, scope, and purpose of the study as well as the research design, field methods, and results.

2. Introduction and Overview

This section will provide a more in-depth introduction of the project background, the purpose and objectives of the study, and will provide a more detailed overview of the study methodology.

3. Results

This section of the report will present detailed results for all parts of the study, including:

- Waste composition tables at the statewide level for each sector and for the sectors combined. The detailed composition tables will include for each material type: the average percent, standard deviation, confidence interval at the 90% confidence level, estimated statewide tonnage, and number of samples characterized.
- **Tables detailing the ten most prevalent materials** at the statewide level for each sector and for the sectors combined.
- **Figures illustrating each sector** and for the sectors combined the relative proportion of aggregated material classes statewide.
- **A narrative highlighting key findings** for each sector and the sectors combined.
- A comparison with previous studies for returning facilities and for the statewide results overall.

4. Statewide Material Flows

This section of the report will estimate the tons of MSW/C&D collected, recycled, composted,



or managed via other management pathways in the state and the resulting GHG impacts of diversion in the state.

5. Recommendations

This section of the report will quantify potential landfill diversion opportunities and identify successful waste diversion policies.

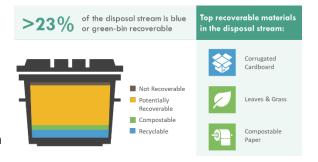
TASK 7 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

- Report outline.
- **Draft report.** NDEE to provide comments as tracked changes consolidated from all reviewers into a single Word document.
- Virtual meeting to review report feedback.
- All report tables and figures in Excel or Word format.
- Final report.

Task 8. Presentation of Study Results

After approval of the final report, we will prepare a presentation that summarizes the study methods and findings. Our in-house graphics team and analysts will collaborate with NDEE to develop a presentation that summarizes the key information NDEE is excited to share with its stakeholders. Cascadia's project manager will deliver the presentation in person during Q2 2026 and work with NDEE to also make the presentation available virtually.



TASK 8 DELIVERABLES

All documents will be provided to NDEE in a Microsoft Office format.

• In person presentation summarizing the study. The presentation will incorporate an option for virtual participation.

Deliverables and Due Dates (Timeline)

Our timeline for each task is detailed in each task of the project work plan and summarized below:



Technical Approach

	Year		20	24							20	25									2026			
	Month	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
1: Pre-sort Workshop																								
2: Review Previous Waste Sort Methodolo	gy																							
3: Develop 2024-25 Nebraska Statewide W Characterization Study Methodology	/aste																							
4: Conduct Waste Sorts																								
5: Quarterly Reporting																								
6: Data Analysis																								
7: Final Report Completion																								
8: Presentation of Study Results																								

Quality Assurance

Our staff are engaged in multiple projects at any one time and bring a wealth of crossover experience from those projects. Many of the staff proposed for this study are also key staff on the first of its kind nationwide waste characterization Cascadia is completing for the US Department of Energy (DOE). Our staff are well versed in adhering to federal quality assurance plans through the several SWIFR funded projects as well as the DOE project we are currently executing. Our QA/QC processes are detailed throughout the proposal and are designed to ensure quality at every step, rather than addressed as an afterthought at the end of the project.



Proposed Staff Resumes







Marie Horan Project Coordinator

Marie Horan has extensive fieldwork experience, specializing in waste characterization studies and field crew leadership. She is adept at ensuring study designs are properly implemented and data capture is accurate and complete. Marie also supports analysis tasks on a variety of sustainable materials management projects, as well as report writing that reflects data analysis and results. Prior to joining the Cascadia team, Marie developed circular economy systems with initiatives such as establishing a local weekly repair workshop and creating networks for bicycle-powered collection and delivery of neighborhood food scraps to community garden compost piles. Marie is also a licensed Professional

Engineer and has experience in design and construction of bridges, including modeling, drafting, and quality assurance. Marie has worked on a range of projects with Cascadia, diving deep into waste issues like roadside litter and consumer behavior intervention and outreach, in addition to both municipal and corporate facility generation.

Education	 B.S., Civil Engineering, Union College (Schenectady, NY)
Certifications	 Licensed Professional Engineer (WA, TX, IN), 2005
	 Certified Master Composter Recycler, King County, 2015

SELECTED PROJECT EXPERIENCE

2023-Present. City of Tacoma. Waste Characterization Study.

Lead Analyst and Field Crew Lead. Directs a large-scale commercial, residential, large venue, and self-haul characterization study for the City of Tacoma analyzing solid waste, recycling, food waste, and C&D material streams. Provides on-site management of sampling procedures and collection, oversees sorting and data collection for all samples. Reviews and organizes all sample data, runs analysis and manages quality assurance procedures, providing report-ready values, figures, and tables for all configurations of sample sets.

2024-Present. Port of Tacoma. Facility Waste Audit.

Lead Analyst and Report Writer. Performs fieldwork to collect and sort sample material. Reviews and organizes all data, runs analysis and manages quality assurance procedures. Routinely prepares complete reports with easy-to-read figures and tables to convey key findings.

2023-Present. The Recycling Partnership (CA). National Pilots.

Analyst. Performs computations with provided data sets to determine efficacy and unforeseen impacts of intervention efforts aimed at consumer behavior change. Presents results in clear and concise manner to convey key findings and opportunities.

2023-Present. CalRecycle (CA). Statewide Waste Characterization Study.

Field Crew Lead. Performs outbound commodity sampling and sorting for a study of several material recovery facilities (MRFs) consisting of various material streams. Manages collection, organization, quality assurance, and delivery of photographs and sample data.

2023-Present. Fortune 100 Technology Firm (NDA). Corporate Facility Audit.

Field Crew Lead. Conducts fieldwork to collect and sort sample material generated in the garbage, recycling, and food waste streams from various sources within the building and provides insightful feedback on key opportunities or facility modifications.

2023. Seattle Public Utilities. Self-Haul Customer Surveying.

Field Crew Lead. Performed a high volume of in-person customer satisfaction surveys and collected basic demographic information about material being brought to the transfer stations. Stored and transmitted responses in an online platform, keeping data consistent and training support staff on procedures and best practices.

2023. Republic Services. Residential Recycling Outreach.

Cascadia Consulting Group, Inc. | www.cascadiaconsulting.com

Field Crew. Distributed information regarding common sources of contamination in the recycling stream to residential customers in unincorporated areas of King County, interacting with the general public and closely tracking covered sections of hauler maps.

REFERENCES

- 1. Phet Sinthavong, Senior Regulatory Compliance Analyst, City of Tacoma Solid Waste Management
 - a. Address: 747 Market Street, Tacoma, WA 98402
 - b. Phone: (253) 594-7876
 - c. Email: psinthavong@cityoftacoma.org
- 2. Paul Winn, Manager, Sky Valley Associates
 - a. Address: PO Box 339, Arlington, WA 98223
 - b. Phone: (206) 765-8078
 - c. Email: paulwinnsva@gmail.com
- 3. Samantha Longshore, Community Program Manager, The Recycling Partnership
 - a. Address: 20 F Street NW, 7th Floor, Washington, D.C. 20001
 - b. Phone: (414) 439-3950
 - c. Email: slongshore@recyclingpartnership.org





Emily Jennings (she/her)

Associate, Research & Analysis

Emily Jennings joined Cascadia in 2023 and has spent the past fifteen years working across groups to improve access to basic human needs in a way that is strategic, equitable, sustainable, and collaborative. Consistently working at the intersection of environmental and social justice, she has worked alongside cities serving excellent water, farmers growing nourishing food, nonprofits restoring natural spaces, parks seeking to serve diverse communities, and counties aiming to better understand waste. At Cascadia, she uses her multifaceted skillsets to take on a large variety of projects and roles. Emily is experienced in strategic planning, stakeholder outreach, focus groups and interviews, survey development

and distribution, program evaluation, report development, and workshop facilitation. With a knack for complex project management, she has a history of leading diverse groups in naming and reaching shared goals together.

Education	 B.A., Social Work, Macro Concentration, Pacific Lutheran University Master of Social Work, Community Practice for Social Change Concentration, Case Western Reserve University Master of Nonprofit Management, Case Western Reserve University
Certifications	• N/A

SELECTED PROJECT EXPERIENCE

2023-Present. King County (WA). Waste, Recycling, and Construction and Demolition Monitoring Program.

Project Manager, Task Lead, Reporting Lead. Current project manager overseeing all tasks. Manages the creation of, data analysis, and client reports on surveying topics such as customer experiences at County transfer stations and qualitative interviews with Materials Recovery Facility leaders.

2023-Present. Sound Transit (WA). On-Call Sustainability Contract

Deputy Project Manager. Collaboratively organizes and supports a team of 20 subcontractors in meeting the sustainability planning and program goals of Sound Transit. Topics include capital projects, electric bus and train research, communication and messaging, Climate Change Vulnerability Assessments, green house gas emissions and Sustainability Plan updates.

2023-Present. City of Renton (WA). Zero Waste Planning

Project Manager. Supports the city in updating and prioritizing strategies to develop their Zero Waste Plan. Coordinates document updates, writing, and data analysis across groups. Incorporates changing policy landscape.

2023-Present. Keep America Beautiful (Nationwide). California Litter Study

Deputy Project Manager, Field Coordinator, subcontractor to MSW. Coordinates in-field characterization and analysis of litter along roadways, waterways, and coastlines throughout the state of California.

2024-Present. King County Solid Waste Division (WA). Electric Vehicle Planning and Facilitation

Facilitator, subcontractor to HDR. Collaboratively develops Eco-Charrette and Equity Social Justice workshops to inform capital project approach. Creates slide decks, agendas, and workshop tools. Facilitates sessions with county stakeholders.

2023-2024. Snohomish County (WA). RainScaping Program Evaluation

Survey and Evaluation Analyst, Writer. Develops and conducts extensive program evaluation survey. Leads qualitative analysis. Writes final program evaluation report. Develops program recommendations.

REFERENCES

- 1. Alexander Rist, Economist, King County
 - a. Address: King Street Center, 201 S Jackson St Rm 5701, Seattle, WA 98104
 - b. Phone: (206) 477-5253
 - c. Email: <u>Alexander.Rist@kingcounty.gov</u>
- 2. Olivia Rother, Sound Transit Sustainability Planner
 - a. Address: 401 S. Jackson St. Seattle, WA 98104
 - b. Phone: (206) 689-3366
 - c. Email: olivia.rother@soundtransit.org
- 3. Meara Heubach, City of Renton Solid Waste Program Manager
 - a. Address: 1055 South Grady Way, Renton, WA 98057
 - b. Phone: (425) 430-7389
 - c. Email: mheubach@rentonwa.gov







Nathan Jensen Project Coordinator II

Nathan joined Cascadia in late 2021 as a Research and Analysis intern, with prior experience in database and project management. Nathan has progressed into a Project Coordinator II position and has completed over 2,000 hours of waste characterization study work across a variety of Cascadia's portfolio of clients. He communicates effectively with various levels of stakeholders, shows an acute attention to details, and demonstrates quick witted problem-solving abilities in fieldwork scenarios. Prior to Cascadia, Nathan completed a Bachelor of Science in Environmental Science and Resource Management from the University of

Washington. Through his work at Cascadia, Nathan has proven experience leading waste characterization studies across challenging landscapes with diverse stakeholders and project requirements.

Education	 B.S., Environmental Science, University of Washington
Certifications	• N/A

SELECTED PROJECT EXPERIENCE

2022-Present. Department of Environmental Quality (OR). Waste Composition Study

Project Coordinator. Engages with stakeholders in Oregon to continue a long-running waste composition study. Works closely with experienced colleagues to capture, sort, record, and analyze garbage, recycling, and organic waste.

2023-Present. Department of Ecology (WA). Statewide Recycling and Organics Characterization Study

Project Coordinator. Coordinates with the WA Department of Ecology to plan a recycling characterization study at MRFs across the state of Washington. Manages pre-work logistics (such as route mapping and database construction), field work, and back-end database management and analysis.

2021-2022 City of Santa Barbara (CA). Waste Characterization Studies

Project Coordinator. Engages with local stakeholders in Santa Barbara to implement waste and recycling composition studies. Coordinates the logistics for collecting and sampling various waste streams. Managed the database through quality control and assurance steps and provided back-end analysis.

2021-2022 Department of Ecology (WA). Litter Study

Project Coordinator. Coordinates with the WA Department of Ecology to plan a waste composition study of litter found in multiple locations across the state of Washington. Manages pre-work logistics, such as route mapping and database construction, field work, and back-end database management and analysis.

2022-Present New York City (NY.) Waste & Recycling Characterization

Project Coordinator. Engages with the City of New York stakeholders to plan for and conduct waste composition study. Coordinates the logistics for collecting and sampling various waste streams. Managed the database through quality control and assurance steps and provided back-end analysis.

2022-Present Fortune 100 Technology Company (Client under NDA). Waste Composition Studies

Project Coordinator. Engaged with client to plan for and conduct a waste and recycling composition study at offices in Chicago and Los Angeles. Coordinates the logistics for collecting and sampling various waste streams. Managed the database through quality control and assurance steps and provided back-end analysis.

REFERENCES

- 1. Brad Anderson, General Manager, Sky Valley Associates
 - a. Address: PO Box 339, Arlington, WA 98223
 - b. Phone: (208) 304-2927
 - c. Email: <u>brad@skyvalleyassociates.com</u>
- 2. Alexander Rist, Economist, King County
 - a. Address: King Street Center, 201 S Jackson St Rm 5701, Seattle, WA 98104
 - b. Phone: (206) 477-5253
 - c. Email: <u>Alexander.Rist@kingcounty.gov</u>
- 3. Gary Marsh, Facility Supervisor, Lautenbach Industries
 - a. Address: 13084 Ball Road, Mount Vernon, WA 98273
 - b. Phone: (936) 499-1349
 - c. Email: garym@lautenbachrecycling.com







Caitlin Singer (she/her)

Research and Analysis Project Associate II

Caitlin supports research and analysis projects at Cascadia through project and program management and specializes in human dimensions, gualitative data, and solid waste. Prior to joining the Cascadia team, Caitlin worked at Georgetown Brewing Company managing the guality and sustainability programs. She has worked on a diverse range of projects in her career, providing a detail-oriented and flexible approach to programs with an emphasis on data quality and thoroughness.

Education

B.S. Biology

M.S. Environmental Social Psychology

Certifications

N/A

SELECTED PROJECT EXPERIENCE

2024-Present. King County (WA). Waste Monitoring Study.

Deputy Project Manager. Assists the project manager in organizing, managing, and coordinating overlapping tasks, as well as administrative tasks, including managing budgets, invoices, and project updates.

2024-Present. Cal Recycle (CA). CARE Carpet Recycling.

Deputy Project Manager. Supports project management activities including client coordination, workplan and deliverables tracking, and invoicing. Compiles data and writes final report.

2024-Present. King County (WA). King County Circular Economy & Zero Waste of Resources Contract

Assistant Project Manager. Assists the project manager in invoicing and project management tasks. Ensures smooth coordination and delivery of high-quality products to advance the County's circular economy and equity goals.

2024-Present. Department of Energy (National). Nationwide Characterization of Municipal Solid Waste

Assistant Project Manager. Co-manages a nationwide Waste Composition Study representing variances in housing density, climate region, diversion programs, and generator type. The purpose of this 3-year study is to create a municipal solid waste (MSW) resource-shed maps that cover the range of values of each key characteristic relevant to production of conversion-ready feedstocks and that accurately capture both the geographic and seasonal variability.

PREVIOUS EXPERIENCE

Various Sustainability Projects and Programs

Sustainability Manager. Established a GHG baseline for periodic updates. Developed, managed, and implemented sustainability strategies and policies. Supported utility measuring, monitoring, and analysis.

Variety Trials and Organic Agriculture

Farm and Program Manager. Planned, coordinated, and monitored intensive seed trial programs across several geographic areas. Acted as Subject Matter Expert in crops, varieties, and production methods. Oversaw a 2-acre organically managed farm to conduct internal variety trials. Advanced equity and social justice principles with projects aimed at improving food access.

Caitlin Singer (she/her) | Research and Analysis Project Associate II

Stakeholder Attitudes Toward Forest-Residual Based Biofuels in Washington State

Graduate Research Assistant. Supported project development and management, including developing scope, schedules, and cost tracking, budget development, reporting, and monitoring. Designed and implemented quantitative and qualitative research methodologies, project design, and instruments to collect data through a range of methods (i.e. surveys, interviews, focus groups). Prepared and presented findings and summaries to stakeholders, colleagues, and advisors.

REFERENCES

- 1. Alexander Rist, King County Economist
 - a. Address: King Street Center, 201 S Jackson St Rm 5701, Seattle, WA 98104
 - b. Phone: (206) 477-5253
 - c. Email: <u>alexander.rist@kingcounty.gov</u>
- 2. Thomas Coates, C.A.R.E. California Program Director
 - a. Address: PO Box 786, Chino, CA 91708
 - b. Phone: (951) 205-6745
 - c. Email: <u>tcoates@carpetrecovery.org</u>
- 3. Hannah Scholes, King County Policy Analyst
 - a. Address: King Street Center, 201 S Jackson St Rm 5701, Seattle, WA 98104
 - b. Phone: (206) 477-7980
 - c. Email: <u>hscholes@kingcounty.gov</u>



Forms

Form A: Bidder Proposal Point of Contact Request for Proposal for Contractual Services Form RFP Sections II – IV (Terms and Conditions, Contractor Duties, Payment): *Please note that our filled and signed version of these forms contains our requested edits in tracked changes*.



Form A Bidder Proposal Point of Contact Request for Proposal Number 6897 Z1

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

Preparation of Response Contact Information		
Bidder Name:	Cascadia Consulting Group	
Bidder Address:	1191 1 st Avenue, Suite 400, Seattle, WA 98101	
Contact Person & Title:	Dieter Eckels	
E-mail Address:	dieter@cascadiaconsulting.com	
Telephone Number (Office):	206-449-1123	
Telephone Number (Cellular):	206-661-3036	
Fax Number:	206-343-9819	

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:	Cascadia Consulting Group	
Bidder Address:	1191 1 st Avenue, Suite 400, Seattle, WA 98101	
Contact Person & Title:	Dieter Eckels	
E-mail Address:	dieter@cascadiaconsulting.com	
Telephone Number (Office):	206-449-1123	
Telephone Number (Cellular):	206-661-3036	
Fax Number:	206-343-9819	

Page 34

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, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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 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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Cascadia Consulting Group, Inc.
COMPLETE ADDRESS:	1109 1st Ave., # 400, Scattle, WA 98101
TELEPHONE NUMBER:	(206) 343 - 9759
FAX NUMBER:	(206) 343-9819
DATE:	7/2/2024
SIGNATURE:	ait, on Long)
TYPED NAME & TITLE OF SIGNER:	Amity Lumper, co-President

I. TERMS AND CONDITIONS

Bidders should complete Sections II thru 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 Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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:
RR			

- 1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - **b.** Amendments to the Request for Proposal;
 - **c.** Questions and Answers;
 - **d.** Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and 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 or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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:
RR			

Bidder 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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

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.

E. DISCOUNTS

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

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

Contractor will not substitute any item that has been awarded without prior written approval of NDEE

J. RECORD OF VENDOR PERFORMANCE

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

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RR	Request revision as noted below in tracked changes.

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 email to the contractor's point of contact with acknowledgement from the contractor, 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.

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

N. NON-WAIVER OF BREACH

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

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.

O. SEVERABILITY

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

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.

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RR	Requested revisions noted in tracked changes below.

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, to the extent caused by 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. Any indemnity is conditioned upon the indemnified party providing to the indemnifying party prompt written notice of any claim or action requiring indemnification, and the indemnifying party shall have the right, at its expense, to take over the defense of such claim or action.

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 Request for Proposal.

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. 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. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. ALL REMEDIES AT LAW

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

- 6. 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.
- 7. Neither party shall be liable for any special, indirect, consequential (including, without limitation, lost profits), incidental, exemplary or punitive damages arising out of or relating to this Agreement, however caused and under any theory of liability, even if such party has been advised of the possibility of such damages. The parties' total liability for damages arising out of any cause whatsoever related to this Agreement (whether based in contract, infringement, negligence, strict liability, other tort or otherwise) will be limited to the total price for the work provided by Contractor under this Agreement giving rise to the liability.

Q. ATTORNEY'S FEES

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

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.

R. ASSIGNMENT, SALE, OR MERGER

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

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.

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

T. FORCE MAJEURE

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

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") that was not foreseeable at the time the Contract was executed. 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.

U. CONFIDENTIALITY

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

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.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RR	Revisions requested below in tracked changes to ensure we are paid for services satisfactorily performed.

The contract may be terminated as follows:

- **1.** The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
- 2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

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.

W. CONTRACT CLOSEOUT

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

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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder'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 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:
RR			

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 <u>https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%</u> 20Attestation%20Form%20English%20and%20Spanish.pdf
- 2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
RR			

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. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RR	Revisions requested in tracked changes below.

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

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable. Subject to the State's rights in the deliverables, any pre-existing work product, trade secrets, know-how, methodologies, and processes related to Contractor's services shall remain the sole and exclusive property of Contractor, and Contractor shall own all proprietary and intellectual property rights inherent therein and appurtenant thereto (collective "Contractor Materials"). If any Contractor Materials are contained in any deliverables, Contractor hereby grants to the State a non-exclusive, royalty-free, worldwide, nontransferable license to use for the State's internal business purposes any Contractor Materials contained in any deliverables or to fulfill the purpose set forth in this Agreement.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		RR	Revisions requested below in tracked changes.

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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **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.

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"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, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Department of Environment and Energy Attn: NDEE c/o Douglas Barry RFP # 6897 Z1 email: douglas.barry@nebraska.gov

Nebraska Department of Environment and Energy 245 Fallbrook Avenue, Suite 100 Lincoln, NE 68521

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.

H. ANTITRUST

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

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 RFP Response (Initial)	NOTES/COMMENTS:
RR			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. SITE RULES AND REGULATIONS

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

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. ADVERTISING

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

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.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

N. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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.

O. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
RR			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted no more than monthly to <u>ndee.accounting@nebraska.gov</u>. 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. The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.

D. INSPECTION AND APPROVAL

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

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 (Nonnegotiable)

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 (Nonnegotiable)

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 (Nonnegotiable)

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 Nonnegotiable)

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 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 RFP Response (Initial)	NOTES/COMMENTS:
RR			

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 three percent (3%) 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.

Financial Statements



Balance Sheet

Cascadia Consulting Group, Inc.

As of period 12/31/2022

		Balance
		Assets
101	Checking Account	453,394
103	Petty Cash	23
103	Employee Advance Account	1,508
107	Subtotal	454,925
111	AR - Clients	4,141,767
114	Notes Receivable	19,746
117	Prepaid Insurance	(344)
118	Other Prepaid Items (Mapped)	186,299
	Subtotal	4,347,469
121	Unbilled Services	(441,903)
	Subtotal	(441,903)
151	Furniture, Fixtures & Equipment	1,071,090
152	Accumulated Deprec-F&F	(1,109,118)
153	Leasehold Improvements	146,483
154	Accumulated Amortiz-Leashold Improvement	(102,587)
155	Automobiles	95,234
156	Accumulated Deprec-Auto	(69,744)
	Subtotal	31,357
	Total Assets	4,391,848
	Li	abilities
210	AP - Trade	218,982
211	AP - Consultants	512,847
212	Employee Expense Payable	12,470
214	Sublease Rent Deposit	1,400
	Subtotal	745,699
230	Deferred Bonuses Payable	898,300
234	State Withholding	67
239	Retirement Withholding	230,401
	Subtotal	1,128,768
240	Section 125 EEMED	18,137
241	Section 125 EEDEP	20,792
242	Section 132 TRANSIT	27,606
243	Section 132 PARKING	3,872
	Subtotal	70,408
	Total Liabilities	1,944,875
		Equity
301	Common Stock	6,325
302	Additional Paid-In Capital	800,648
305	Treasury Stock	(1,758,956)
	Subtotal	(951,983)
311	Retained Earnings	3,639,476
312	Current Year Profit (Loss)	(240,520)
	Subtotal	3,398,956
	Total Equity	2,446,973
	Total Liabilities and Equity	4,391,848

Balance Sheet

Cascadia Consulting Group, Inc.

As of period 12/31/2023

		Balance	
	Ass		
101 Checking Account		436,562	
103 Petty Cash		23	
107 Employee Advance Account	ıbtotal	1,508 438,093	
111 AR - Clients	DIOLAI		
118 Other Prepaid Items (Mapped)		4,421,955 28,588	
	ıbtotal	4,450,544	
121 Unbilled Services	וטנטנמו	(617,887)	
	ıbtotal	(617,887) (617,887)	
151 Furniture, Fixtures & Equipment	ibiolai	1,102,404	
152 Accumulated Deprec-F&F		(1,163,725)	
153 Leasehold Improvements		146,483	
154 Accumulated Amortiz-Leashold Improvement		(102,587)	
155 Automobiles		141,402	
156 Accumulated Deprec-Auto		(69,744)	
•	ıbtotal	(09,744) 54,233	
Sui Total A		4,324,983	
Total A	Liabi		
203 Accrued Interest Payable	LIUDI	32,592	
•	ıbtotal	32,592	
210 AP - Trade	lototai	364,183	
211 AP - Consultants		761,322	
212 Employee Expense Payable		24,294	
214 Sublease Rent Deposit		1,400	
·	ıbtotal	1,151,200	
230 Deferred Bonuses Payable	io to tui	898,300	
234 State Withholding		374	
239 Retirement Withholding		313,775	
•	ibtotal	1,212,449	
240 Section 125 EEMED	ibiolai	25,477	
241 Section 125 EEDEP		14,965	
241 Section 123 EEDEF 242 Section 132 TRANSIT			
242 Section 132 TRANST 243 Section 132 PARKING		24,186 2,672	
	ıbtotal	67,300	
	intotal		
251 Notes Payable-Long Term	ubtotal	693,384	
	ıbtotal	693,384	
281 Federal Income Tax Payable		72,051	
282 State Income Tax Payable		3,754	
	ibtotal	75,805	
Total Liab		3,232,729	
201 Common Starli	Equ		
301 Common Stock		6,325	
302 Additional Paid-In Capital		800,648	
305 Treasury Stock		(3,145,723)	
	ibtotal	(2,338,750)	
311 Retained Earnings		3,117,618	
312 Current Year Profit (Loss)		313,387	
	ibtotal	3,431,005	
Total E		1,092,254	
Total Liabilities and E	Equity	4,324,983	

Balance Sheet

Cascadia Consulting Group, Inc.

As of period 3/31/2024

scadia C	onsulting Group, Inc. As of pe	riod 3/31/2024	
		Balance	
		Assets	
101	Checking Account	1,094,476	
103	Petty Cash	23	
107	Employee Advance Account	1,508	
	Subtotal	1,096,007	
111	AR - Clients	2,920,984	
118	Other Prepaid Items (Mapped)	30,118	
	Subtotal	2,951,102	
121	Unbilled Services	(496,924)	
	Subtotal	(496,924)	
151	Furniture, Fixtures & Equipment	1,105,491	
152	Accumulated Deprec-F&F	(1,179,724)	
153	Leasehold Improvements	146,483	
154	Accumulated Amortiz-Leashold Improvement	(102,587)	
155	Automobiles	141,402	
156	Accumulated Deprec-Auto	(69,744)	
	Subtotal	41,321	
	Total Assets	3,591,507	
	Li	abilities	
203	Accrued Interest Payable	49,989	
	Subtotal	49,989	
210	AP - Trade	127,188	
211	AP - Consultants	430,105	
212	Employee Expense Payable	17,160	
214	Sublease Rent Deposit	1,400	
	Subtotal	575,853	
230	Deferred Bonuses Payable	898,300	
234	State Withholding	374	
239	Retirement Withholding	89,021	
	Subtotal	987,696	
240	Section 125 EEMED	24,464	
241	Section 125 EEDEP	16,449	
242	Section 132 TRANSIT	24,186	
243	Section 132 PARKING	2,672	
	Subtotal	67,770	
251	Notes Payable-Long Term	693,384	
	Subtotal	693,384	
281	Federal Income Tax Payable	72,051	
282	State Income Tax Payable	2,927	
	Subtotal	74,978	
	Total Liabilities	2,449,669	
		Equity	
301	Common Stock	6,325	
302	Additional Paid-In Capital	800,648	
305	Treasury Stock	(3,145,723)	
	Subtotal	(2,338,750)	
311	Retained Earnings	3,266,241	
312	Current Year Profit (Loss)	214,347	
	Subtotal	3,480,588	
	Subtotal	_,,,	
	Total Equity	1,141,837	

Total Liabilities and Equity

Cascadia Consulting Group, Inc.

As of period 12/31/2022

		•	
		Year-to-Date	
		Revenue	
401.	Billed Fee Revenue	11,030,037	
402.	Unbilled Revenue	49,464	
421.	Reimb Consultant Revenue	2,379,709	
422.	Reimb Expense Revenue	647,835	
	Subtotal	14,107,045	
	Total Revenue	14,107,045	
		Reimbursables	
511.	Subcontractor	3,433,786	
512.	Specialist	3,180	
521.	Travel	313,611	
522.	Reproductions	20,980	
525.	Postage/Shipping/Delivery	12,922	
528.	Supplies	32,883	
529.	Misc Reimbursable Expense	591,581	
	Subtotal	4,408,942	
	Total Reimbursables	4,408,942	
	Revenue Less Reimbursables	9,698,103	
		Directs	
601.	Direct Labor-Principals (Non)	187,448	
602.	Direct Labor-Employees (Non)	2,469,108	
611.	Subcontractor (Non)	3,085	
621.	Travel (Non)	653	
622.	Reproductions (Non)	78	
625.	Postage/Shipping/Delivery (Non)	79	
628.	Supplies (Non)	17	
629.	Misc. Direct Expenses (Non)	31,074	
	Subtotal	2,691,542	
	Total Directs	2,691,542	
	Gross Profit (Before OH)	7,006,561	
		Indirects	
701.	Indirect Labor-Principals	217,486	
702.	Indirect Labor-Employees	1,456,890	
703.	Job Cost Variance	57,393	
705.	Performance Bonus Expense	1,345,258	
706.	Non-Salary Compensation	300	
711.	Holiday	281,439	
712.	Vacation	341,851	
713.	Sick Leave	133,416	
715.	Sabbatical	4,391	
718.	Business Development	573,425	
721.	Payroll Taxes:Employer's SS Tax	461,251	
722.	Payroll Taxes:Federal Unemployment	4,039	
723.	Payroll Taxes:State Unemployment	52,537	
724.	Payroll Taxes:Worker's Comp (L&I)	20,967	
725.	Payroll Taxes: WA Disability PFL	15,251	
726.	Payroll Taxes: WA Disability PML	14,469	
731.	Health Care Insurance	413,242	
732.	Other Fringe Benefits (Life/LTD/Trans)	69,408	
734.	ER 401(k) Match Contribution Expense	230,401	
741.	Rent	418,758	
742.	Parking	12,431	
743.	Supplies	89,127	
744.	Communications	35,603	
745.	Info-Technology	217,783	

		Year-to-Date	
746.	Rented Equipment / Room Rental	25,840	
747.	Repairs & Maintenance	61	
748.	Printing & Reproductions	3,846	
751.	Professional Services	140,440	
752.	Support Services	65,816	
755.	Business Insurance	56,563	
757.	Misc. Taxes, Fees, & Penalties	194,005	
761.	Auto Maintenance & Licensing	7,207	
762.	Fuel	1,696	
763.	Travel	59,764	
764.	Mileage	1,075	
771.	Recruiting	4,502	
772.	Bank Charges	1,674	
773.	Conference	3,655	
774.	Donations	21,579	
775.	Entertainment & Gifts	56,215	
776.	Membership	7,420	
777.	Sponsorship	17,279	
781.	Depreciation Expense- Furniture&Fixtures	57,563	
797.	Personal Expense Holding Account	662	
	Subtotal	7,193,980	
	Total Indirects	7,193,980	
	Total Operating Expenses	14,294,463	
	Total Operating Profit/Loss	(187,419)	
		Other Charges	
801.	Provision for Federal Income Tax	48,948	
821.	Other Interest Expense/(Income)	4,153	
	Subtotal	53,101	
	Total Other Charges	53,101	
	Total Profit/Loss	(240,520)	

As of period 12/31/2023

		Year-to-Date	
		Revenue	
401.	Billed Fee Revenue	13,641,268	
402.	Unbilled Revenue	(175,984)	
421.	Reimb Consultant Revenue	1,779,779	
422.	Reimb Expense Revenue	812,235	
	Subtotal	16,057,298	
	Total Revenue	16,057,298	
		Reimbursables	
511.	Subcontractor	2,797,221	
512.	Specialist	1,301	
512. 521.	Travel	440,873	
521. 522.	Reproductions	14,093	
525.	Postage/Shipping/Delivery	5,621	
528.	Supplies	58,945	
529.	Misc Reimbursable Expense	680,496	
	Subtotal	3,998,550	
	Total Reimbursables	3,998,550	
	Revenue Less Reimbursables	12,058,748	
		Directs	
601.	Direct Labor-Principals (Non)	157,788	
602.	Direct Labor-Employees (Non)	3,275,621	
611.	Subcontractor (Non)	4,104	
621.	Travel (Non)	1,533	
622.	Reproductions (Non)	9	
625.	Postage/Shipping/Delivery (Non)	27	
628.	Supplies (Non)	(169)	
629.	Misc. Direct Expenses (Non)	(911)	
	Subtotal	3,438,002	
	Total Directs	3,438,002	
	Gross Profit (Before OH)	8,620,746	
		Indirects	
701.	Indirect Labor-Principals	047.044	
702.		247,914	
	Indirect Labor-Employees	247,914 1,852,907	
703.	Indirect Labor-Employees Job Cost Variance		
	Job Cost Variance	1,852,907 98,012	
705.	Job Cost Variance Performance Bonus Expense	1,852,907 98,012 631,026	
705. 706.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation	1,852,907 98,012 631,026 9,314	
705. 706. 711.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday	1,852,907 98,012 631,026 9,314 362,864	
705. 706. 711. 712.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation	1,852,907 98,012 631,026 9,314 362,864 408,131	
705. 706. 711. 712. 713.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912	
705. 706. 711. 712. 713. 715.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105	
705. 706. 711. 712. 713. 715. 718.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766	
705. 706. 711. 712. 713. 715. 718. 721.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063	
705. 706. 711. 712. 713. 715. 718. 721. 722.	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763 48,453	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I)	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763 48,453 37,652	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ \end{array}$	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ 24,677\\ \end{array}$	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML Payroll Taxes: Other Misc. State Taxes	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763 48,453 37,652 25,153 24,677 1,770	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ 24,677\\ \end{array}$	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML Payroll Taxes: Other Misc. State Taxes	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763 48,453 37,652 25,153 24,677 1,770	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 731. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML Payroll Taxes: Other Misc. State Taxes Health Care Insurance	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ 24,677\\ 1,770\\ 586,531 \end{array}$	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 731. 732. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PFL Payroll Taxes: Other Misc. State Taxes Health Care Insurance Other Fringe Benefits (Life/LTD/Trans)	1,852,907 98,012 631,026 9,314 362,864 408,131 169,912 12,105 648,766 594,063 4,763 48,453 37,652 25,153 24,677 1,770 586,531 141,287	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 731. 732. 734. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML Payroll Taxes: Other Misc. State Taxes Health Care Insurance Other Fringe Benefits (Life/LTD/Trans) ER 401(k) Match Contribution Expense	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ 24,677\\ 1,770\\ 586,531\\ 141,287\\ 313,775\end{array}$	
 705. 706. 711. 712. 713. 715. 718. 721. 722. 723. 724. 725. 726. 727. 731. 732. 734. 741. 	Job Cost Variance Performance Bonus Expense Non-Salary Compensation Holiday Vacation Sick Leave Sabbatical Business Development Payroll Taxes:Employer's SS Tax Payroll Taxes:Federal Unemployment Payroll Taxes:State Unemployment Payroll Taxes:State Unemployment Payroll Taxes:Worker's Comp (L&I) Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PFL Payroll Taxes: WA Disability PML Payroll Taxes: Other Misc. State Taxes Health Care Insurance Other Fringe Benefits (Life/LTD/Trans) ER 401(k) Match Contribution Expense Rent	$\begin{array}{c} 1,852,907\\ 98,012\\ 631,026\\ 9,314\\ 362,864\\ 408,131\\ 169,912\\ 12,105\\ 648,766\\ 594,063\\ 4,763\\ 48,453\\ 37,652\\ 25,153\\ 24,677\\ 1,770\\ 586,531\\ 141,287\\ 313,775\\ 366,177\\ \end{array}$	

		Year-to-Date	
745.	Info-Technology	290,980	
746.	Rented Equipment / Room Rental	66,116	
748.	Printing & Reproductions	1,830	
749.	Other Office Expenses	912	
751.	Professional Services	235,264	
752.	Support Services	95,068	
755.	Business Insurance	67,558	
756.	Other Insurance	(344)	
757.	Misc. Taxes, Fees, & Penalties	240,610	
761.	Auto Maintenance & Licensing	3,976	
762.	Fuel	4,017	
763.	Travel	107,517	
764.	Mileage	2,291	
772.	Bank Charges	2,209	
773.	Conference	28,587	
774.	Donations	10,380	
775.	Entertainment & Gifts	75,559	
776.	Membership	17,048	
777.	Sponsorship	32,610	
781.	Depreciation Expense- Furniture&Fixtures	54,607	
792.	Misc. Recovery / Bank Transfer	17,203	
797.	Personal Expense Holding Account	(949)	
	Subtotal	8,073,832	
	Total Indirects	8,073,832	
	Total Operating Expenses	15,510,385	
	Total Operating Profit/Loss	546,914	
		Other Charges	
801.	Provision for Federal Income Tax	214,439	
821.	Other Interest Expense/(Income)	19,088	
	Subtotal	233,527	
	Total Other Charges	233,527	
	Total Profit/Loss	313,387	

Cascadia Consulting Group, Inc.

As of period 3/31/2024

		Year-to-Date	
		Revenue	
401.	Billed Fee Revenue	3,154,423	
402.	Unbilled Revenue	120,963	
421.	Reimb Consultant Revenue	414,179	
422.	Reimb Expense Revenue	51,461	
	Subtotal	3,741,026	
	Total Revenue	3,741,026	
	F	Reimbursables	
511.	Subcontractor	654,438	
512.	Specialist	200	
521.	Travel	38,935	
522.	Reproductions	2,229	
525.	Postage/Shipping/Delivery	2,660	
528.	Supplies	3,463	
529.	Misc Reimbursable Expense	43,151	
	Subtotal	745,076	
	Total Reimbursables	745,076	
	Revenue Less Reimbursables	2,995,951	
		Directs	
601.	Direct Labor-Principals (Non)	33,073	
602.	Direct Labor-Employees (Non)	835,455	
621.	Travel (Non)	172	
	Subtotal	868,700	
	Total Directs	868,700	
	Gross Profit (Before OH)	2,127,251	
		Indirects	
701.	Indirect Labor-Principals	66,873	
702.	Indirect Labor-Employees	531,306	
703.	Job Cost Variance	17,003	
705.	Performance Bonus Expense	11,000	
706.	Non-Salary Compensation	300	
711.	Holiday	88,163	
712.	Vacation	110,898	
713.	Sick Leave	60,563	
714.	Severance	1,102	
718.	Business Development	167,192	
721.	Payroll Taxes:Employer's SS Tax	146,773	
722.	Payroll Taxes:Federal Unemployment	4,319	
723.	Payroll Taxes:State Unemployment	13,774	
724.	Payroll Taxes:Worker's Comp (L&I)	8,014	
725.	Payroll Taxes: WA Disability PFL	5,555	
726.	Payroll Taxes: WA Disability PML	6,003	
727.	Payroll Taxes: Other Misc. State Taxes	749	
731.	Health Care Insurance	139,970	
732.	Other Fringe Benefits (Life/LTD/Trans)	9,947	
734.	ER 401(k) Match Contribution Expense	74,788	
741.	Rent	90,269	
742.	Parking	2,965	
742.	Supplies	7,604	
743. 744.	Communications	13,083	
744. 745.	Info-Technology	54,584	
745. 746.		54,584 4,590	
740. 748.	Rented Equipment / Room Rental Printing & Reproductions	4,590	
748. 751.	Printing & Reproductions Professional Services		
751. 752.	Support Services	86,905 28,850	
102.	Support Services	20,000	

D Income Statement As		of period 3/31/2024	Friday, June 7, 2024 8:31:09 A			
Year-to-Date						
755.	Business Insurance	31,884				
757.	Misc. Taxes, Fees, & Penalties	56,068				
761.	Auto Maintenance & Licensing	400				
762.	Fuel	355				
763.	Travel	20,579				
764.	Mileage	352				
772.	Bank Charges	684				
773.	Conference	7,282				
774.	Donations	7,860				
775.	Entertainment & Gifts	23,085				
776.	Membership	530				
777.	Sponsorship	4,500				
781.	Depreciation Expense- Furniture&Fixtures	15,999				
792.	Misc. Recovery / Bank Transfer	(16,659)				
797.	Personal Expense Holding Account	(452)				
	Subtotal	1,905,764				
	Total Indirects	1,905,764				
	Total Operating Expenses	3,519,539				
	Total Operating Profit/Loss	221,487				
		Other Charges				
821.	Other Interest Expense/(Income)	7,140				
	Subtotal	7,140				
	Total Other Charges	7,140				
	Total Profit/Loss	214,347				

Cost Proposal



Cost Proposal

Request for Proposal Number 6897 Z1

Bidder Name: Cascadia Consulting Group, Inc.

Provide a fixed cost for each Task listed.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

A completed Cost Proposal must be submitted with the proposal response.

TASK	Cost	
1: Pre-sort Workshop	\$	21,900
2: Review Previous Waste Sort Methodology	\$	3,175
3: Develop 2024-25 Nebraska Statewide Waste Characterization Study Methodology	\$	18,625
4: Conduct Waste Sorts	\$	299,454
5: Quarterly Reporting	\$	2,240
<u>6: Data Analysis</u>	\$	53,020
7: Final Report Completion	\$	35,050
8: Presentation of Study Results	\$	8,525