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CONTRACT DOCUMENTS

**CITY OF LINCOLN and
LANCASTER COUNTY, NEBRASKA**

**On-Site Document Shredding
State of Nebraska Contract 50400 04**

**Contractor:
Shredding Solutions
3121 W. Elgin Drive
Lincoln, NE 68528
402-474-6815**

**CITY OF LINCOLN AND LANCASTER COUNTY, NEBRASKA,
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Shredding Solutions, 3121 W. Elgin Drive, Lincoln, NE 68528**, hereinafter called Contractor, and the City of Lincoln, Nebraska, a municipal corporation and the County of Lancaster, Nebraska, a political subdivision, hereinafter called the Owners.

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the **State of Nebraska and Shredding Solutions - Contract No. 50400 04 for On-Site Document Shredding**, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide on-site shredding services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between Shredding Solutions and the State of Nebraska Contract Number 50400 04, executed by the State of Nebraska on November 28, 2011.

WHEREAS, the Contractor, in response to the Owners' request to participate in said State of Nebraska contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between Shredding Solutions and the State of Nebraska, Contract Number 50400 04, executed 11/28/11, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide document shredding services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning December 1, 2011 through November 30, 2012.
 - 2.1 Upon conclusion of th initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for additional one-year terms not to exceed the term of the current State of Nebraska contract.
 - 2.2 If renwal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
 - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. There is no charge for these services as per Line Items 82 - 85 in the contract between Shredding Services and the State of Nebraska Contract Number 50400 04, executed by the State of Nebraska on November 28, 2011, a copy thereof being attached to and made a part of this Contract.
4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County") it shall mean the "Owners" encompassing the City of Lincoln and County of Lancaster, Nebraska.
8. Termination. This Contract may be terminated by the following:
 - 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide and deliver for 2011 Passenger Vehicles.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.

- 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the **State of Nebraska and Shredding Solutions, State of Nebraska Contract Number 50400 04 for On-Site Document Shredding**.
11. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for Lancaster County and City of Lincoln.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska Contract Number 50400 04
3. Proposal
4. Attachment A
5. Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

City Clerk

Joan E Ross



CITY OF LINCOLN, NEBRASKA

Finance Director

Steve Niska

Approved by Directorial Order No. _____

Dated Feb 1, 2012

EXECUTION BY LANCASTER COUNTY

Contract Approved as to Form:

Deputy County Attorney
For Lancaster County Attorney

Dylan Bohren

The Board of County Commissioners of
Lancaster County, Nebraska

June Depoy
Brian Beer
Leah Bohren
Steve Niska
David Sprague

Dated: 1/24/12

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary

(SEAL)

SHREDDING SOLUTIONS

Name of Corporation

3121 W. ELGIN AVE 68522

(Address)

By: *Michael A. P...*

Duly Authorized Official

EXECUTIVE V.P.

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

Business Associate Addendum

Covered Entity, The Lancaster County Community Mental Health Center, and Business Associate, Shredding Solutions, are parties to the Agreement to which this Addendum is attached (the "Agreement"), whereby Business Associate agrees to perform certain services or business associate functions for or on behalf of Covered Entity.

- I. Definitions.** Terms used but not otherwise defined in this Addendum shall have the meanings set forth in the HIPAA Privacy Rule, unless otherwise defined herein:
- a. *Business Associate Agreement or Addendum* means all agreements or addendum, whether now in effect or hereafter entered into, between Covered Entity and Business Associate for the performance of Business Associate Functions by Business Associate.
 - b. *Business Associate Functions* means functions performed by Business Associate on behalf of Covered Entity which involve the creation of, access to, use or disclosure of, Protected Health Information by Business Associate, its agents or contractors.
 - c. *Electronic Protected Health Information (EPHI)* means electronic protected health information, as defined in 45 C.F.R. §160.103, which is transmitted by electronic media or maintained in electronic media by Business Associate in the performance of one or more Business Associate Functions for or on behalf of Covered Entity.
 - d. *Electronic Media* means electronic media as defined in §160.103.
 - e. *HIPAA* means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d to 1320d-7.
 - f. *Individual* means the same as the term "individual" in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with §164.502(g).
 - g. *Protected Health Information (PHI)* means protected health information, as defined in 45 C.F.R. §160.103, which is created, obtained or used by Business Associate in the performance of one or more Business Associate Functions for or on behalf of Covered Entity.
 - h. *Regulations* means the final Regulations implementing the privacy provisions of HIPAA, as amended from time to time. The Regulations are presently codified at 45 C.F.R. Parts 160 and 164.

- I. *Required by Law* means the same as the term “required by law” in 45 C.F.R. §164.103.
- j. *Secretary* means the Secretary of the Department of Health and Human Services or his designee.
- k. *“HITECH”* means the Title XII of the American Recovery and Reinvestment Act of 2009 (“ARRA”), called the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, which codifies and expands on many of the requirements promulgated by the Department of Health and Human Services (“DHHS”) pursuant to the HIPAA to protect the privacy and security of PHI.
- l. *“Breach”* means the same as the term “breach” in 45 C.F.R. §164.402

II. Purpose. The Lancaster County Community Mental Health Center is a Covered Entity under HIPAA and Shredding Solutions is its Business Associate with respect to the Agreement. Business Associate will have access to PHI in order to perform its functions on behalf of Covered Entity. HIPAA requires Covered Entity to obtain satisfactory written contractual assurances from its business associates. The purpose of this Business Associate Addendum is to obtain satisfactory written contractual assurances from Business Associate that Business Associate will appropriately safeguard such PHI in accordance with 45 C.F.R. §164.314(a)(2), §164.502(e)(1) and §164.504(e)(1) of the Regulations and provide the notification in accordance with 45 C.F.R. §164.410.

III. Permitted Uses and Disclosures by Business Associate. Business Associate shall only use and disclose PHI for the following purposes:

- a. To perform Business Associate Functions.
- b. As needed for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate.
- c. To provide data aggregation services relating to the health care operations of the Covered Entity.

IV. Special Conditions on Disclosure for Business Associate’s Purposes. Before Business Associate may disclose PHI to another party for a reason described in subparagraph III(b), one of the following two conditions must be met either:

- a. The disclosure must be required by law; or
- b. Business Associate must obtain reasonable assurances from the person to whom the PHI is disclosed that such person will safeguard the PHI and further use and disclose it only as required by law or for the purpose for which Business Associate disclosed it such person; and such person must agree in writing to notify Business Associate of any instances of which it is aware in which the confidentiality of PHI has been breached.

- V. **Obligations and Assurances of Business Associate.** As an express condition of performing Business Associate functions, Business Associate agrees to:
- a. Use and/or disclose PHI only as permitted or required by this Agreement or as required by law.
 - b. Use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for in this Agreement.
 - c. Report to Covered Entity, within a reasonable time after discovery, any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such unauthorized disclosure.
 - d. Require that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
 - e. Provide access, at the request of Covered Entity, within a reasonable time after request, to PHI to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements of 45 C.F.R. §164.524 of the Regulations.
 - f. Notify Covered Entity within three (3) business days of a request by an individual to amend PHI maintained by Business Associate on behalf of Covered Entity, direct the requesting individual to the Covered Entity in the handling of such request, and incorporate any amendment accepted by the Covered Entity in accordance with §164.526 of the Regulations. Business Associate is not authorized to independently agree to an amendment of PHI.
 - g. Document disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. §164.528 of the Regulations.
 - h. Notify Covered Entity within three (3) business days of any request by an individual for an accounting of disclosures, direct the requesting individual to the Covered Entity in the handling of such request, and provide Covered Entity within ten (10) days thereafter with all information in its possession or in the possession of its agents, and contractors, which is needed to permit Covered Entity to respond to the request for accounting in accordance with 45 C.F.R. §164.528 of the Regulations. Business Associate agrees to retain necessary records from which to respond to the requests for an accounting.

- I. Make internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, within a reasonable time after request, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- j. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that Business Associate creates, receives, maintains, or transmits on behalf of the Covered Entity as required by Subpart C of the Regulations.
- k. Ensure that any agent, including a subcontractor, to whom the Business Associate provides such EPHI agrees to implement reasonable and appropriate safeguards to protect EPHI.
- l. Report to Covered Entity, within a reasonable time after discovery, any security incident or breach regarding EPHI not provided for by this Agreement of which it becomes aware, together with any remedial or mitigating action taken or proposed to be taken with respect thereto. Business Associate shall cooperate with Covered Entity as requested by Covered Entity in mitigating any harmful effects of such security incident or breach.
- m. To comply with the security rules as required by HITECH, in a manner consistent with rules and regulations that may be adopted by relevant federal agencies, to keep all electronic protected health information in a secure manner, as required under federal law.
- n. To comply with the confidentiality, disclosure, breach notification, compliance and re-disclosure requirements of HITECH and HIPAA.
- o. To comply with any and all regulatory requirements which may arise in future to comply fully with HIPAA and HITECH, including but not limited to, restrictions on disclosures to health plans, clarified minimum necessary standards, expanded accounting requirements applicable to electronic health records, revised prohibitions on the sales of PHI, and updated marketing and fund raising restrictions.

VI. Notification by Business Associate following the Discovery of a Breach of PHI

- a. Business Associate shall notify the Covered Entity in writing following the discovery of a breach of PHI or EPHI. A breach shall be treated as discovered by a Business Associate as of the first day on which such breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of the Business Associate.

- b. Except as provided in 45 C.F.R. §164.412, the Business Associate shall provide the notification of breach without unreasonable delay and in no case later than 60 calendar days after discovery of a breach.
- c. The written notification of a breach shall include and provide the identification of each individual whose PHI or EPHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the breach.
- d. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the individual affected by the breach under 45 C.F.R. 164.404(c) at the time the notification is required or promptly thereafter as the information becomes available.

VII. Responsibilities of the Covered Entity. Covered Entity agrees to:

- a. Notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- b. Notify Business Associate of any changes in, or revocation of, permission by individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of PHI
- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

VIII. Term and Termination.

- a. *Term.* This Business Associate Addendum shall be effective on the Effective Date of the Agreement and shall continue in effect until all obligations of the parties have been met, including return or destruction of all PHI in Business Associate's possession (or in the possession of Business Associate's agents and/or contractors), unless sooner terminated as provided herein. It is expressly agreed that the terms and conditions of this Business Associate Addendum designed to safeguard PHI shall survive expiration or other termination of the Agreement, and shall continue in full force and effect until Business Associate has performed all obligations under this Business Associate Addendum.
- b. *Termination by Covered Entity.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may immediately terminate the Agreement. Alternatively, Covered Entity may chose to provide Business Associate with written notice of the existence of an alleged material breach, and afford Business Associate an opportunity to cure the alleged material breach upon mutually agreeable terms.

c. *Effect of Termination.*

- (1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (2) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction unfeasible. Upon written notice to Covered Entity that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible, for so long as Business Associate maintains such PHI.

IX. Miscellaneous

- a. *Amendment.* The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as it necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.
- b. *Survival.* The respective rights and obligations of Business Associate under Section V (c), (l) and (o), Section VI, and Section IX(d) of this Business Associate Addendum shall survive the termination of this Business Associate Addendum and the underlying Agreement.
- c. *Interpretation.* Any ambiguity in this Business Associate Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations.
- d. *Indemnification.* Each party agrees to indemnify and hold harmless, to the fullest extent allowed by law, the other party and their respective officers and employees, from and against all liability, judgments, losses, claims, damages, notification expenses and other expenses (including court-ordered attorneys' fees) resulting from a breach of PHI or EPHI, arising out of the acts or omissions of its officers or employees in performance of this Business Associate Addendum. Liability includes any claims, damages, losses, notification expenses, and expenses arising out of or resulting from performance of this Business Associate Addendum that results in any claim for damage whatsoever.

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS
LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:

- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
- b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
- c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
- d. Contractual Liability coverage shall be included.
- e. Products Liability and/or Completed Operations coverage shall be included.
- f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:
- | | |
|-----------------------------------|-----------------------------------|
| Bodily Injury and Property Damage | \$1,000,000 Combined Single Limit |
|-----------------------------------|-----------------------------------|
- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 1 of 12	ORDER DATE 11/28/11
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1237593	
VENDOR ADDRESS: SHREDDING SOLUTIONS 3121 WEST ELGIN AVE LINCOLN NEBRASKA 68522-2829	

CONTRACT NUMBER
50400 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

DECEMBER 01, 2011 THROUGH NOVEMBER 30, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3755 Z1

Contract to provide On-Site Document Shredding to the State of Nebraska for a period effective December 1, 2011 through November 30, 2012 with the option to renew in four (4), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

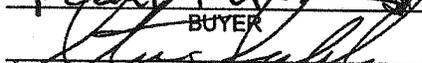
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

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

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
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6. The Contractor's Proposal.

CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor, contractor shall notify the State immediately of said breach and take immediate corrective action.

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

Agencies and the Vendor are to coordinate schedules. The current schedule for the Nebraska State Office Building in Lincoln is weekly. All other facilities are monthly or upon request. Weight of the tote or secure container is not billable weight. The State will not pay for the weight of any container used for collecting any material for shredding.

Vendor Contact: Rheta Davis
 Phone: 402-474-6815
 Fax: 402-435-2495
 E-Mail: info@shredding-solutions.com

(11/28/11 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ANY NON-METAL MEDIA 50# MIN ON-SITE SHREDDING	10,000.0000	LB	0.5000	5,000.00
2	AUBURN 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,217.0000	LB	0.1400	170.38
3	AUBURN 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,217.0000	LB	0.0000	0.00
4	AUBURN 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,217.0000	LB	0.0800	97.36
5	AUBURN 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,217.0000	LB	0.0700	85.19
6	AURORA 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	132.0000	LB	0.1400	18.48
7	AURORA 101 - 500 LBS.	132.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
8	AURORA 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	132.0000	LB	0.0800	10.56
9	AURORA 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	132.0000	LB	0.0700	9.24
10	BEATRICE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	32,964.0000	LB	0.1400	4,614.96
11	BEATRICE 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	32,964.0000	LB	0.0000	0.00
12	BEATRICE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	32,964.0000	LB	0.0800	2,637.12
13	BEATRICE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	32,964.0000	LB	0.0700	2,307.48
14	BELLEVUE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	5,868.0000	LB	0.1400	821.52
15	BELLEVUE 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	5,868.0000	LB	0.0000	0.00
16	BELLEVUE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	5,868.0000	LB	0.0800	469.44
17	BELLEVUE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	5,868.0000	LB	0.0700	410.76
18	BLAIR 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,611.0000	LB	0.1400	225.54
19	BLAIR 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,611.0000	LB	0.0000	0.00
20	BLAIR 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,611.0000	LB	0.0800	128.88
21	BLAIR 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,611.0000	LB	0.0700	112.77
22	BROKEN BOW 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	3,396.0000	LB	0.1400	475.44
23	BROKEN BOW 101 - 500 LBS.	3,396.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
24	BROKEN BOW 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	3,396.0000	LB	0.0800	271.68
25	BROKEN BOW - 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	3,396.0000	LB	0.0700	237.72
26	COLUMBUS 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	7,766.0000	LB	0.1400	1,087.24
27	COLUMBUS 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	7,766.0000	LB	0.0000	0.00
28	COLUMBUS 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	7,766.0000	LB	0.0800	621.28
29	COLUMBUS 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	7,766.0000	LB	0.0700	543.62
30	CRETE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	2,623.0000	LB	0.1400	367.22
31	CRETE 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	2,623.0000	LB	0.0000	0.00
32	CRETE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	2,623.0000	LB	0.0800	209.84
33	CRETE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	2,623.0000	LB	0.0700	183.61
34	DAKOTA CITY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	3,998.0000	LB	0.1400	559.72
35	DAKOTA CITY 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	3,998.0000	LB	0.0000	0.00
36	DAKOTA CITY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	3,998.0000	LB	0.0800	319.84
37	DAKOTA CITY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	3,998.0000	LB	0.0700	279.86
38	DAVID CITY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	162.0000	LB	0.1400	22.68
39	DAVID CITY 101 - 500 LBS.	162.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
40	DAVID CITY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	162.0000	LB	0.0800	12.96
41	DAVID CITY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	162.0000	LB	0.0700	11.34
42	FAIRBURY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	3,171.0000	LB	0.1400	443.94
43	FAIRBURY 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	3,171.0000	LB	0.0000	0.00
44	FAIRBURY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	3,171.0000	LB	0.0800	253.68
45	FAIRBURY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	3,171.0000	LB	0.0700	221.97
46	FALLS CITY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,493.0000	LB	0.1400	209.02
47	FALLS CITY 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,493.0000	LB	0.0000	0.00
48	FALLS CITY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,493.0000	LB	0.0800	119.44
49	FALLS CITY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,493.0000	LB	0.0700	104.51
50	FREMONT 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	15,516.0000	LB	0.1400	2,172.24
51	FREMONT 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	15,516.0000	LB	0.0000	0.00
52	FREMONT 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	15,516.0000	LB	0.0800	1,241.28
53	FREMONT 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	15,516.0000	LB	0.0700	1,086.12
54	GENEVA 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	885.0000	LB	0.1400	123.90
55	GENEVA 101 - 500 LBS.	885.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
56	GENEVA 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	885.0000	LB	0.0800	70.80
57	GENEVA 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	885.0000	LB	0.0700	61.95
58	GRAND ISLAND 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	27,663.0000	LB	0.1400	3,872.82
59	GRAND ISLAND 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	27,663.0000	LB	0.0000	0.00
60	GRAND ISLAND 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	27,663.0000	LB	0.0800	2,213.04
61	GRAND ISLAND 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	27,663.0000	LB	0.0700	1,936.41
62	HASTINGS 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	8,903.0000	LB	0.1400	1,246.42
63	HASTINGS 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	8,903.0000	LB	0.0000	0.00
64	HASTINGS 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	8,903.0000	LB	0.0800	712.24
65	HASTINGS 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	8,903.0000	LB	0.0700	623.21
66	HEBRON 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,080.0000	LB	0.1400	151.20
67	HEBRON 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,080.0000	LB	0.0000	0.00
68	HEBRON 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,080.0000	LB	0.0800	86.40
69	HEBRON 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,080.0000	LB	0.0700	75.60
70	HOLDREGE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	962.0000	LB	0.1400	134.68
71	HOLDREGE 101 - 500 LBS.	962.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
72	HOLDREGE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	962.0000	LB	0.0800	76.96
73	HOLDREGE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	962.0000	LB	0.0700	67.34
74	KEARNEY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	6,506.0000	LB	0.1400	910.84
75	KEARNEY 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	6,506.0000	LB	0.0000	0.00
76	KEARNEY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	6,506.0000	LB	0.0800	520.48
77	KEARNEY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	6,506.0000	LB	0.0700	455.42
78	LEXINGTON 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	463.0000	LB	0.1400	64.82
79	LEXINGTON 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	463.0000	LB	0.0000	0.00
80	LEXINGTON 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	463.0000	LB	0.0800	37.04
81	LEXINGTON 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	463.0000	LB	0.0700	32.41
82	LINCOLN 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	450,789.0000	LB	0.0000	0.00
83	LINCOLN 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	450,789.0000	LB	0.0000	0.00
84	LINCOLN 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	450,789.0000	LB	0.0000	0.00
85	LINCOLN 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	450,789.0000	LB	0.0000	0.00
86	MADISON 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	440.0000	LB	0.1400	61.60
87	MADISON 101 - 500 LBS.	440.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
88	MADISON 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	440.0000	LB	0.0800	35.20
89	MADISON 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	440.0000	LB	0.0700	30.80
90	MCCOOK 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	237.0000	LB	0.1400	33.18
91	MCCOOK 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	237.0000	LB	0.0000	0.00
92	MCCOOK 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	237.0000	LB	0.0800	18.96
93	MCCOOK 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	237.0000	LB	0.0700	16.59
94	NEBRASKA CITY 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	3,819.0000	LB	0.1400	534.66
95	NEBRASKA CITY 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	3,819.0000	LB	0.0000	0.00
96	NEBRASKA CITY 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	3,819.0000	LB	0.0800	305.52
97	NEBRASKA CITY 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	3,819.0000	LB	0.0700	267.33
98	NORFOLK 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	51,958.0000	LB	0.1400	7,274.12
99	NORFOLK 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	51,958.0000	LB	0.0000	0.00
100	NORFOLK 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	51,958.0000	LB	0.0800	4,156.64
101	NORFOLK 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	51,958.0000	LB	0.0700	3,637.06
102	NORTH PLATTE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	683.0000	LB	0.1400	95.62
103	NORTH PLATTE 101 - 500 LBS.	683.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
104	NORTH PLATTE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	683.0000	LB	0.0800	54.64
105	NORTH PLATTE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	683.0000	LB	0.0700	47.81
106	OMAHA 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	183,896.0000	LB	0.0000	0.00
107	OMAHA 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	183,896.0000	LB	0.0000	0.00
108	OMAHA 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	183,896.0000	LB	0.0000	0.00
109	OMAHA 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	183,896.0000	LB	0.0000	0.00
110	ORD 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	129.0000	LB	0.1400	18.06
111	ORD 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	129.0000	LB	0.0000	0.00
112	ORD 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	129.0000	LB	0.0800	10.32
113	ORD 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	129.0000	LB	0.0700	9.03
114	PENDER 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,892.0000	LB	0.1400	264.88
115	PENDER 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,892.0000	LB	0.0000	0.00
116	PENDER 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,892.0000	LB	0.0800	151.36
117	PENDER 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,892.0000	LB	0.0700	132.44
118	PIERCE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,179.0000	LB	0.1400	165.06
119	PIERCE 101 - 500 LBS.	1,179.0000	LB	0.0000	0.00


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	ON-SITE DOCUMENT SHREDDING				
120	PIERCE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,179.0000	LB	0.0800	94.32
121	PIERCE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,179.0000	LB	0.0700	82.53
122	PLATTSMOUTH 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,276.0000	LB	0.1400	178.64
123	PLATTSMOUTH 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,276.0000	LB	0.0000	0.00
124	PLATTSMOUTH 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,276.0000	LB	0.0800	102.08
125	PLATTSMOUTH 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,276.0000	LB	0.0700	89.32
126	SEWARD 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	3,431.0000	LB	0.1400	480.34
127	SEWARD 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	3,431.0000	LB	0.0000	0.00
128	SEWARD 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	3,431.0000	LB	0.0800	274.48
129	SEWARD 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	3,431.0000	LB	0.0700	240.17
130	TECUMSEH 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	18,091.0000	LB	0.1400	2,532.74
131	TECUMSEH 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	18,091.0000	LB	0.0000	0.00
132	TECUMSEH 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	18,091.0000	LB	0.0800	1,447.28
133	TECUMSEH 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	18,091.0000	LB	0.0700	1,266.37
134	TEKAMAH 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,001.0000	LB	0.1400	140.14
135	TEKAMAH 101 - 500 LBS.	1,001.0000	LB	0.0000	0.00


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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
136	TEKAMAH 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,001.0000	LB	0.0800	80.08
137	TEKAMAH 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,001.0000	LB	0.0700	70.07
138	WAHOO 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,470.0000	LB	0.1400	205.80
139	WAHOO 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,470.0000	LB	0.0000	0.00
140	WAHOO 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,470.0000	LB	0.0800	117.60
141	WAHOO 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,470.0000	LB	0.0700	102.90
142	WAYNE 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	1,820.0000	LB	0.1400	254.80
143	WAYNE 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	1,820.0000	LB	0.0000	0.00
144	WAYNE 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	1,820.0000	LB	0.0800	145.60
145	WAYNE 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	1,820.0000	LB	0.0700	127.40
146	WEST POINT 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	862.0000	LB	0.1400	120.68
147	WEST POINT 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	862.0000	LB	0.0000	0.00
148	WEST POINT 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	862.0000	LB	0.0800	68.96
149	WEST POINT 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	862.0000	LB	0.0700	60.34
150	WILBER 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	142.0000	LB	0.1400	19.88
151	WILBER 101 - 500 LBS.	142.0000	LB	0.0000	0.00


BUYER INITIALS

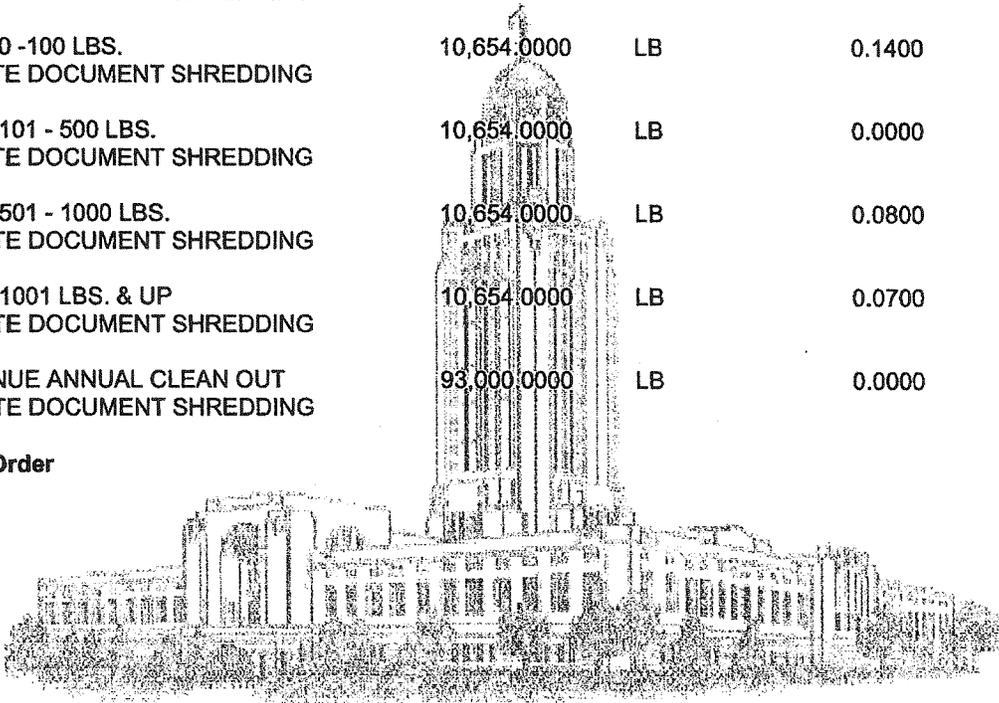
STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 12 of 12	ORDER DATE 11/28/11
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1237593	

CONTRACT NUMBER
50400 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	ON-SITE DOCUMENT SHREDDING				
152	WILBER 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	142.0000	LB	0.0800	11.36
153	WILBER 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	142.0000	LB	0.0700	9.94
154	YORK 0 -100 LBS. ON-SITE DOCUMENT SHREDDING	10,654.0000	LB	0.1400	1,491.56
155	YORK 101 - 500 LBS. ON-SITE DOCUMENT SHREDDING	10,654.0000	LB	0.0000	0.00
156	YORK 501 - 1000 LBS. ON-SITE DOCUMENT SHREDDING	10,654.0000	LB	0.0800	852.32
157	YORK 1001 LBS. & UP ON-SITE DOCUMENT SHREDDING	10,654.0000	LB	0.0700	745.78
158	REVENUE ANNUAL CLEAN OUT ON-SITE DOCUMENT SHREDDING	93,000.0000	LB	0.0000	0.00
	Total Order				70,384.27



R
 BUYER INITIALS

**INSURANCE CLAUSE TO BE USED FOR ALL CONTRACTS
LANCASTER COUNTY, NEBRASKA; CITY OF LINCOLN, NEBRASKA
OWNERS**

The Contractor shall indemnify and save harmless the Owners from and against all losses, claims, damages, and expenses, including attorney's fees, arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Contractor, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Contractor to indemnify or hold harmless the Owners for any losses, claims, damages, and expenses arising out of or resulting from the negligence of the Owners.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section and such insurance has been approved by the Owners Attorneys, nor shall the Contractor allow any sub-contractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

A. Worker's Compensation Insurance and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance with an insurance company authorized to write such insurance in this state covering all his employees, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall take out and maintain during the life of this contract, Employer's Liability Insurance with a limit of \$100,000 in an insurance company authorized to write such insurance in all states where the Contractor will have employees located in the performance of this contract, and the Contractor shall require each of his subcontractors similarly to maintain common law liability insurance on his employees.

State	Statutory
Applicable Federal	Statutory
Employer's Liability	\$100,000

B. General Liability Insurance

1. The Contractor shall maintain during the life of this contract, General Liability Insurance, naming and protecting him and the Owners, its officials, employees and volunteers as insured, against claims for damages resulting from (a) bodily injury, including wrongful death, (b) personal injury liability, and (c) property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$2,000,000 each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 each Occurrence
Contractual Liability	\$1,000,000 each Occurrence
Products Liability & Completed Operations	\$1,000,000 each Occurrence

2. The General Liability Insurance required by the preceding paragraph shall include the following extensions of coverage:
- a. The coverage shall be provided under a Commercial General Liability form or similar thereto.
 - b. X.C.U. Coverage - if the contract requires any work procedures involving blasting, excavating, tunneling or other underground work, the liability coverage shall include Standard Blasting or Explosion Coverage, Standard Collapse Coverage, and Standard Underground Coverage commonly referred to as XCU Property Damage Liability.
 - c. The property damage coverage shall include a Broad Form Property Damage Endorsement or similar thereto.
 - d. Contractual Liability coverage shall be included.
 - e. Products Liability and/or Completed Operations coverage shall be included.
 - f. Personal Injury Liability coverage shall be included.

- C. Automobile Liability Insurance The Contractor shall take out and maintain during the life of the contract such Automobile Liability Insurance as shall protect him against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired, or non-owned automobiles used by or for him in any capacity in connection with the carrying out of this contract. The minimum acceptable limits of liability to be provided by such Automobile Liability Insurance shall be as follows:

Bodily Injury and Property Damage	\$1,000,000 Combined Single Limit
-----------------------------------	-----------------------------------

- D. Railroad Contractual Liability Insurance: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing, Railroad Contractual Liability Endorsement (ISO® form CG24170196 or newer).
- E. Railroad Protective Liability: If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the Lancaster County Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.
- F. Builder's Risk Insurance: (For Building Construction Contracts Only) Unless otherwise specified where buildings are to be constructed under this contract, the Contractor shall provide and maintain fire, extended coverage, vandalism, and malicious mischief insurance, covering such building in an amount equal to one-hundred percent (100%) of the contract amount (minimum), as specified herein. Losses, if any, shall be made payable to the Owners and Contractor as their interest may appear. A Certificate of Insurance evidencing such insurance coverage shall be filed with the Owners by the time work on the building begins and such insurance shall be subjected to the approval of the Owners Attorneys.
- G. Minimum Scope of Insurance: All Liability Insurance policies shall be written on an "occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted by the Owners.
- H. Certificate of Insurance: All certificates of insurance shall be filed with the Owners on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage required by the preceding Sections A, B, C, D, and showing the Owners as additional insured. Such certificate shall specifically state that insurance policies are to be endorsed to require the insurer to provide the Owners thirty days written notice of cancellation, non-renewal or any material reduction of insurance coverage.

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

AWARD ALL LINES DECEMBER 01, 2011 - NOV 30, 2012 OPT TO RENEW 4-1 YR. SEE PINK SHEET FOR 2011 RENEWAL

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

SOLICITATION NUMBER	RELEASE DATE
3755Z1	August 26, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 29, 2011 2:00 p.m. Central Time	Robert Thompson

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3755Z1 for the purpose of selecting a qualified contractor to provide On-Site Document Shredding Services.

Written questions are due no later than September 13, 2011, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

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

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

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>.
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies that bidder maintains a drug free work place environment.

FIRM: Shredding Solutions, Inc.
 COMPLETE ADDRESS: 3121 West Elgin Ave.
 TELEPHONE NUMBER: 402-474-0815 FAX NUMBER: 402-435-2495
 SIGNATURE: Olaf Joh DATE: 09.29.2011
 TYPED NAME & TITLE OF SIGNER: Michael Palmer, President

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or to be added.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

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

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

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

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

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

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

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

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

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

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

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

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

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

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

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

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

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

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

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

Vendor: An actual or potential contractor; a contractor.

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3755Z1 for the purpose of selecting a qualified contractor to provide On-Site Document Shredding Services.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective December 1, 2011 through November 30, 2012, with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	August 26, 2011
2.	Last day to submit written questions	September 13, 2011
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	September 16, 2011
4.	Proposal Opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	September 29, 2011 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	September 29, 2011
6.	Evaluation period	September 30, 2011 through October 6, 2011
7.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	October 7, 2011
8.	Performance bond submission	October 21, 2011
9.	Contract award	October 28, 2011
10.	Contractor start date	December 1, 2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

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

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing On-Site Document Shredding Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3755Z1; On-Site Document Shredding Services Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 3755Z1; On-Site Document Shredding Services Questions".

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

E. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and two (2) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

F. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

G. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

H. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

I. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed Request For Proposal For Contractual Services form;
2. Cost Proposal.

J. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

K. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

L. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A.

Accept
& Initial

GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request for Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B.

Accept
& Initial

AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.



Accept
& Initial

COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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



Accept
& Initial

PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.



Accept
& Initial

OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to the contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute the contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.



Accept
& Initial

INSURANCE REQUIREMENTS

The contractor shall not commence work under the contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of the contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under the contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance

\$1,000,000 per occurrence

4. **EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S., 1st Fl., Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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


Accept
& Initial

COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.


Accept
& Initial

INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.


Accept
& Initial

CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its

proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.



Accept
& Initial

CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by the contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

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



Accept
& Initial

STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.



Accept
& Initial

CONFLICT OF INTEREST

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

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

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



Accept
& Initial

PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.



Accept
& Initial

ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.



Accept
& Initial

BEGINNING OF WORK

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.



Accept
& Initial

ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.



Accept
& Initial

ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.



Accept
& Initial

DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.



Accept
& Initial

GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.



Accept
& Initial

ATTORNEY'S FEES

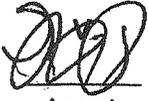
In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.



Accept
& Initial

ADVERTISING

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



Accept
& Initial

STATE PROPERTY

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.



Accept
& Initial

SITE RULES AND REGULATIONS

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



Accept
& Initial

NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

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

Accept
& Initial

FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.


Accept
& Initial

BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.


Accept
& Initial

ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.


Accept
& Initial

PENALTY

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


Accept
& Initial

PERFORMANCE BOND

The selected contractor may be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$65,000.00 The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.


Accept
& Initial

FORCE MAJEURE

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


Accept
& Initial

PROHIBITION AGAINST ADVANCE PAYMENT

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


Accept
& Initial

PAYMENT

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


Accept
& Initial

INVOICES

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


Accept
& Initial

AUDIT REQUIREMENTS

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

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


Accept
& Initial

TAXES

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


Accept
& Initial

INSPECTION AND APPROVAL

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.


Accept
& Initial

CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

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


Accept
& Initial

SEVERABILITY

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


Accept
& Initial

CONFIDENTIALITY

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

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


Accept
& Initial

PROPRIETARY INFORMATION

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for

submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP

Accept
& Initial

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ.

Accept
& Initial

PRICES

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

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

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

 RR.

Accept
& Initial

BEST AND FINAL OFFER

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

 SS.

Accept
& Initial

ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

 TT.

Accept
& Initial

INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

UU

Accept
& Initial

NEBRASKA TECHNOLOGY ACCESS STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV

Accept
& Initial

ANTITRUST

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

WW

Accept
& Initial

DISASTER RECOVERY/BACK UP PLAN

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

XX

Accept
& Initial

TIME IS OF THE ESSENCE

Time is of the essence in the contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY

Accept
& Initial

RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

ZZ

Accept
& Initial

DRUG POLICY

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

AAA

Accept
& Initial

NEW EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB

Accept
& Initial

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. SCOPE OF WORK

The State of Nebraska is seeking an on-site, secure document-shredding contract. Shredding is to be conducted on site, on an as needed basis or upon a regularly scheduled time mutually agreed upon by the vendor and the agency. The intent is to provide on-site document shredding services to as many locations as possible. State agencies will contact the vendor to coordinate dates and times for regularly scheduled pick-ups and as-needed services. Political subdivisions (City, County, School Districts and etc.) will also be permitted to utilize any contract awarded from this RFP. Conditions included in a contract resulting from this RFP shall be the same for political subdivisions. The State has no responsibility for payments owed by political subdivisions. The vendor must interact directly with any participating political subdivision.

B. CURRENT PRACTICE

Agencies statewide utilize on site document shredding services. A Spreadsheet (Attachment One) is provided showing the various agency locations and the monthly volume of shredding for the period of April 2010 through March 2011. Per the scope of work, Agencies and the vendor will coordinate shredding schedules. The current schedule is weekly for the Nebraska State Office Building (NSOB) in Lincoln. All other facilities are monthly or upon request as evidenced in Attachment One). The State reserves the right to add or delete pickup locations and adjust pick-up frequency.

The annual estimated volume last year was 860,148 pounds. This does not include a one-time clean out destruction for Department of Revenue of approximately 93,000 lbs.

Shredded paper is to be recycled and any value of the recycled paper will be returned to the State of Nebraska Resource Recovery Fund (Nebraska Statute 81-1188). This will be based on the price per pound for the Chicago Market, at the beginning of each month, multiplied by the total number of pounds shredded for that month. A check is to be sent to AS Materiel Division, Recycling Manager, PO Box 94847, Lincoln, NE 68509 for deposit into the States Resource Recovery Fund.

1. REQUIREMENTS

Provide secure containers (totes) at no charge, available in small (for under desks), Large (65 gallon) and x-large (95 gallon) sizes. Initial containers are to be provided within 14 days after Letter of Intent to award has been posted. Secure containers to be configured in such a way that once documents are inserted; unauthorized personnel will not be able to tamper with documents prior to shredding. Secure containers are to be clean and suitable for business environment. Quantity and placement of secure containers is to be coordinated with the participating agency and the vendor based on agency need and volume. An inventory report of deployed secure container is to be provided to the State Purchasing Bureau buyer identifying the size, quantity, and location of each. Please provide specification sheet for secure containers to be provided.

- a. It will be the responsibility of the contractor to provide all labor and equipment for the pickup, destruction and replacement of totes.
- b. Contractor's employees will abide by all applicable facility/location site rules and regulations, including, but not limited to, such things as dress code, security requirements, confidentiality agreements, etc.

- c. Provide a Destruction Certificate at time of service.
- d. Provide a Weight Ticket at time of service. Weight of the secure container or tote is not billable. The Tare weight of the container is to be subtracted from the billable weight shown on the Weight Ticket. The state will not pay for the weight of any container used for collecting any material for shredding. Failure to comply with this condition will be grounds for cancelling the contract.
- e. Provide a monthly report by location, to the AS Materiel Division, State Purchasing Bureau Buyer. This report must include at a minimum, the State agency(including division) or political subdivision name, complete address, quantity, description, and amount. Vendor must submit monthly usage reports even when there is no shredding activity. Reports must be submitted by the 15th of the following month. State Purchasing Bureau Buyer is also to be copied on the receipt for payments for the recycled material and the monthly market prices.
- f. Provide, at the beginning of each month, a copy of the Chicago Market price for recycled paper. This will be used to audit the value of shredded paper that is being recycled. A check for the amount of recycled shredded paper is required to be submitted to AS Materiel Division, Recycling Manager by the 10th of the month for the previous month's total.
- g. Must be bonded and as part of the bonding, employees must have undergone a criminal records check.
- h. Equipment requirements:
 - i. Industrial strength
 - ii. Minimum rated speed of 2000 lbs/hr
 - iii. Cross cut type shredder, must be able to do paper clips, staples, rubber bands and chipboard.

Identify the total number of operational units and the brand and model number of the units. Specification sheets on the type of equipment may be required.

2011 Freightliner M2 with Shred-Tech Model 30GT

2007 International 4400 with Shred-Tech Model 30GT

2004 International 4300 with Shred-Tech Model 25GT

1995 International 4700 with Amerishred Model 25

- i. Prices quoted shall be unit (per pound) price and be firm for 90 days from date of an award. No additional charges will be allowed. Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to proposed effective date of increase, and must show cause and be accompanied by supporting documentation. Failure to supply any requested supporting documentation may be grounds to cancel the contract. The State further reserves the right to reject any proposed price

increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to any State Agencies without prior written approval by the State Purchasing Bureau.

- J. Provide a list of all location you can provide service to. This list will be used to identify any additional agencies that request to be added to this contract.

C. DELIVERABLES

See attached price sheet.

D. AWARD

This may be a multiple award contract to ensure as many locations receive on-site shredding services. The State reserves the right to award by location, by groupings or as a total, whichever is in the best interest of the State. County lines may define Service areas.

E. ADDITIONAL PRICING:

The Department of Revenue conducts an annual record clean out. Provide pricing, below, for this clean out project. The State reserves the right to award this separately, if in the best interest of the State.

Project is estimated to be once annually. The last clean out was in April of 2011, with a volume of approximately 93,000 pounds (or 2,800 boxes).

Material is maintained in record boxes in a storage building located in Air Park, NW 48th Street & Fletcher Ave. Lincoln, NE 68524.

Contractor will be notified by the agency to schedule the project. Project once scheduled must be completed in 3 – 4 work days. Hours of operation between 8:00 a.m. and 4:00 p.m. daily. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$25.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

All of vendor's employees who might handle the Department of Revenue's material will be required to sign a confidentiality agreement with the department at time of destruction.

Department of Revenue Clean Out Project Price per pound: \$0.00

PRICE SHEET

Identify any additional charges for shredding other than paper. Identify the materials and cost per pound: \$0.50 Any non-metal media

Identify any minimum or maximum pounds per pick up for non paper material. 50lbs

Option A - Provide pricing, per pound, per location, in the following quantities. Award determination will be based on 101 – 500 pound pricing.

LOCATION	0 – 100 LBS	101– 500 LBS	501-1000 LBS	1001 & UP
Auburn	\$.14	\$.00	\$.08	\$.07
Aurora	\$.14	\$.00	\$.08	\$.07
Beatrice	\$.14	\$.00	\$.08	\$.07
Bellevue	\$.14	\$.00	\$.08	\$.07
Blair	\$.14	\$.00	\$.08	\$.07
Broken Bow	\$.14	\$.00	\$.08	\$.07
Columbus	\$.14	\$.00	\$.08	\$.07
Crete	\$.14	\$.00	\$.08	\$.07
Dakota City	\$.14	\$.00	\$.08	\$.07
David City	\$.14	\$.00	\$.08	\$.07
Fairbury	\$.14	\$.00	\$.08	\$.07
Fall City	\$.14	\$.00	\$.08	\$.07
Fremont	\$.14	\$.00	\$.08	\$.07
Geneva	\$.14	\$.00	\$.08	\$.07
Grand Island	\$.14	\$.00	\$.08	\$.07
Hastings	\$.14	\$.00	\$.08	\$.07
Hebron	\$.14	\$.00	\$.08	\$.07
Holdrege	\$.14	\$.00	\$.08	\$.07
Kearney	\$.14	\$.00	\$.08	\$.07
Lexington	\$.14	\$.00	\$.08	\$.07
Lincoln	\$.00	\$.00	\$.00	\$.00
Madison	\$.14	\$.00	\$.08	\$.07
McCook	\$.14	\$.00	\$.08	\$.07
Nebraska City	\$.14	\$.00	\$.08	\$.07
Norfolk	\$.14	\$.00	\$.08	\$.07
North Platte	\$.14	\$.00	\$.08	\$.07
Omaha	\$.00	\$.00	\$.00	\$.00
Ord	\$.14	\$.00	\$.08	\$.07
Pender	\$.14	\$.00	\$.08	\$.07
Pierce	\$.14	\$.00	\$.08	\$.07
Plattsmouth	\$.14	\$.00	\$.08	\$.07
Seward	\$.14	\$.00	\$.08	\$.07
Tecumseh	\$.14	\$.00	\$.08	\$.07
Tekamah	\$.14	\$.00	\$.08	\$.07
Wahoo	\$.14	\$.00	\$.08	\$.07
Wayne	\$.14	\$.00	\$.08	\$.07
West Point	\$.14	\$.00	\$.08	\$.07
Wilber	\$.14	\$.00	\$.08	\$.07
York	\$.14	\$.00	\$.08	\$.07

Option B - Provide a total price, per pound, for all locations statewide in the following quantities. Award determination will be based on 101 – 500 pound pricing.

Per Stop	Price Per Pound
0 – 100 pounds	\$
101 – 500 pounds	\$
501 – 1000 pounds	\$
1001 & up	\$

F. PAYMENT SCHEDULE

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

1. Invoice agencies monthly for weekly or monthly service. Shredding upon request may be invoiced upon completion of the service. Agencies with small volumes may request quarterly invoicing if agreeable with the vendor.

Form A

Bidder Contact Sheet

Request for Proposal Number 3755Z1

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

Preparation of Response Contact Information	
Bidder Name:	Shredding Solutions, Inc.
Bidder Address:	3121 West Elgin Avenue Lincoln, NE 68522
Contact Person & Title:	Michael C. Palmer, President
E-mail Address:	trashman1946@yahoo.com
Telephone Number (Office):	402-474-6815
Telephone Number (Cellular):	402-730-7900
Fax Number:	402-435-2495

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

Communication with the State Contact Information	
Bidder Name:	Shredding Solutions, Inc.
Bidder Address:	3121 West Elgin Avenue Lincoln, NE 68522
Contact Person & Title:	Rheta Davis, Office Manager Carly Knapple, Office Assistant
E-mail Address:	info@shredding-solutions.com
Telephone Number (Office):	402-474-6815
Telephone Number (Cellular):	402-202-9498
Fax Number:	402-435-2495