

**AMENDMENT TO CONTRACT
RECYCLING SERVICES
STATE OF NEBRASKA CONTRACT NO. 59240 04
CITY OF LINCOLN, LANCASTER COUNTY AND
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
Renewal**

This Amendment is hereby entered into by and between **Recycling Enterprises of NE, Inc., 1200 W. Upland Ave., Lincoln, NE 68521-3665** (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of amending the Contract executed under Directorial Order No. 11147, dated May 23, 2014, and Contract No. C-14-0246, dated May 20, 2014, for Recycling Services, State of Nebraska Contract No. 59240 04, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Contract is June 1, 2014 through January 31, 2015, with the option to renew for four (4) additional one (1) year terms, not to exceed the term of the current State of Nebraska Contract; and

WHEREAS, the parties wish to renew the Contract for an additional one (1) year term beginning February 1, 2015 through January 31, 2016; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in City Directorial Order No. 11147, and County Contract C-14-0246, and stated herein the parties agree as follows:

- 1) The parties wish to renew the Contract for an additional one (1) year term beginning February 1, 2015 through January 31, 2016.
- 2) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners

Executed this 10 day of March, 2015

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
 Deputy Lancaster County Attorney

City of Lincoln

Executed this 10th day of Feb., 2015

[Signature]
 Finance Director
 Approved by Directorial Order No. 12602

Lincoln-Lancaster County Public Building Commission

Executed this 10th day of March, 2015

[Signature]
 Chairperson
[Signature]
 Attorney, Public Building Commission

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name:	RECYCLING ENTERPRISES OF NE/NE.
By: (Please Print)	CHRIS ZEGAR
By: (Please Sign)	<u>[Signature]</u>
Title:	PRESIDENT
Company Address:	1200 WEST WPLATNO AVE.
Company Phone & Fax:	402 421-6655 402 438-6601
E-Mail Address:	RECYCLE_LINCOLN@MSN.COM
Contact Person for: "Orders or Service"	CHRIS ZEGAR
Contract Phone Number	402 421-6655
Date:	2/11/15

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 12/30/14
BUSINESS UNIT 65050004	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 544298	
VENDOR ADDRESS: RECYCLING ENTERPRISES OF NEBRASKA INC 1200 W UPLAND AVE LINCOLN NEBRASKA 68521-3665	

CONTRACT NUMBER
59240 04

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

FEBRUARY 01, 2015 THROUGH JANUARY 31, 2016

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 4573 Z1

Contract to supply and deliver Recycling Services to the State of Nebraska as per the attached specifications for the contract period February 1, 2015 through January 31, 2016. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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 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 Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed 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, by signature to the Request For Proposal, 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: <http://das.nebraska.gov/lb403/attestation_form.pdf>
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 resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;

12/30/14
 DE Robert Thompson
 BUYER
 HS/bpt-2-15
 MATERIEL ADMINISTRATOR

DO 11147

C-14-0246

14050102

RECEIVED

MAY 15 2014

LANCASTER COUNTY
CLERK

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

Recycling Services
State of Nebraska Contract 59240 04

**Contractor:
Recycling Enterprises of NE, Inc.
1200 W. Upland Ave.
Lincoln, NE 68521-3665
402-421-6655**

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Recycling Enterprises of NE, Inc., 1200 W. Upland Ave., Lincoln, NE 68521-3665** hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission 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 Recycling Enterprises of NE, Inc. - Contract No. 59240 04 for Recycling Services**, 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 Recycling 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 the State of Nebraska and Recycling Enterprises of NE, Inc. - Contract No. 59240 04, executed by the State of Nebraska on January 31, 2014.

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 the State of Nebraska and Recycling Enterprises of NE, Inc. - Contract No. 59240 04, executed January 31, 2014, 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 recycling 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 June 1, 2014 through January 31, 2015.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for four (4) additional one (1) year terms, not to exceed the term of the current State of Nebraska contract.
 - 2.2 If renewal 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. Payment. Contractor shall pay Owners for commodities or recyclable products collected from the Owners pursuant to Attachment A - Contract for Services dated May 7, 2014, and the Agreement between Recycling Enterprises of NE, Inc. And the State of Nebraska, Contract No. 59240 04, copies thereof being attached to and made a part of this contract.
 - 3.1 Contractor shall make payment for commodities or recyclable collected from the Owners by the Contractor on a monthly basis. Checks or payments made to Owners for commodities or recyclable products collected from the Owners by the Contractor shall be made payable to the City of Lincoln and sent along with the monthly report to the following address: City of Lincoln - Recycling Coordinator, 2400 Theresa Street, Lincoln, NE 68521. The payment and monthly report must be received by the City Recycling Coordinator by the fifteenth (15th) of the month following service. The City Recycling Coordinator shall disperse amongst the Owners.
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, Lincoln-Lancaster County Public Building Commission, 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 direct 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, the Lincoln-Lancaster County Public Building Commission, 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" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon thirty (30) 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 services.
 - 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. Pickup Locations and Frequency. Contractor shall pickup commodities or recyclable products from Owners between the normal business hours for the Owners (8 a.m. - 5 p.m., Monday through Friday) excluding Owners' holidays, at all locations identified in Attachments 2. The Contractor shall make such pickups from each location according to the Pick-up Frequency Schedule provided for each location in Attachments 2, which is attached hereto and made a part of this contract.
10. 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.
11. 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 Recycling Enterprises of NE, Inc., Contract No. 59240 04 for Recycling Services**.
12. 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 City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission shall be named as additional insured with regard to the performance of the contract services.

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

1. Contract Agreement
2. State of Nebraska Contract Number 59240 04
3. Attachment A - Contract for Services dated 05/07/14
4. Attachment B - Location, Container Numbers, Pickup Frequency and Contacts
5. Insurance Certificate
6. Tax Exempt Sales Certificates

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.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Jenny D. Dubois
City Clerk



CITY OF LINCOLN, NEBRASKA

Steve Kuben
Finance Director

Approved by Directorial Order 11147

Dated 5/23/14

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Bob Cooper
Public Building Commission Attorney

Larry Redburn
Chairperson, Public Building Commission

Dated 5-15-14

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Debra Strohman
County Law

The Board of County Commissioners of
Lancaster, Nebraska

Debra Strohman
Debra Strohman
Larry Redburn
Joe Hylton
Jane K. Knevel

Dated 5/20/14

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

Secretary (SEAL)

RECYCLING ENTERPRISES OF NE, INC

Name of Corporation
1200 WEST UPLAND AVE.

(Address)

By: CHRIS ZEGAR

Duly Authorized Official
PRESIDENT

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Recycling Enterprises of NE, Inc

Name of Organization

S CORP

Type of Organization
1200 WEST UPLAND AVE.

(Address)

By: Chris Zegar

Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Chris Zegar

Signature

Recycling Enterprises of NE, Inc.

1200 West Upland Ave. Lincoln, NE 68521
Phone: (402) 421-6655 Fax: (402) 438-6601
WWW.RECYCLELINCOLN.COM

5/7/14

Contract for Services

City of Lincoln
Attn: Gene Hanlon
2400 Theresa
Lincoln, NE 68521

Gene,

Recycling Enterprises would like to offer recycling services to the buildings, offices and all other facilities that are leased, owned or other by the City of Lincoln & Lancaster County. The extent of this offer would fall under the current provisions of the current state contract 59240 O4 with the State of NE. We would be willing to begin this contract on June 1, 2014.

Please note that outside storage containers are to be provided by Recycling Enterprises. These containers will be of 4 types that are available & offered by Recycling Enterprises. These containers are listed smallest to largest:

1. 95 gallon toter
2. 2 yard dumpster
3. 4 yard dumpster
4. 6 yard dumpster

Recycling Enterprises reserves the right to put in larger, smaller or more containers at locations to fit regular collection schedules. Materials are expected to be outside, or near doors where collection is to occur for efficient collection schedules. Exceptions will be made upon agreement of both parties. Keys, codes, access cards, or contacts with phone numbers are to be provided for any containers inside of locked areas.

The current contract with the State of NE is for 1 year with 4 additional 1 year renewals agreed upon by both parties. Due to significant investment and extensive labor in procuring, assembling, and delivering containers, I would request this to be part of this agreement as well.

Please note the following exceptions to the current contract:

- There would be additional cost to provide recycling collection containers or a collection vehicle at special events/community events such as the 4th of July celebration at Oak Lake Park to collect bags of plastic bottles and aluminum cans and loose cardboard. This cost would be \$75.
- There would be additional cost to provide cardboard recycling containers for the Household Hazardous waste collection events. This cost would be \$75

- The additional charge to go inside buildings and collect recycling containers would be as follows:

The Bennet Martin Library for example has a number of 95 gallon recycling containers in their basement for recyclables. The fee for doing this would be \$100 per month. The fees for other buildings would be \$10 per stop with easy access. This fee will be determined by the amount of time it takes from the time we park the truck to start the stop. If it takes under 10 minutes, the charge would be \$10. If it is a difficult access building or stop it would be \$20 per stop. This fee will be determined by the amount of time it takes from the time we park the truck to start the stop. If it takes under 20 minutes, the charge would be \$20.

The materials collected will be:

- Plastics collection from #1-#5 (No film).
- Mixed Paper category that includes: Magazines, junk mail, telephone directories; and paperboard packaging and books (primarily Libraries but could include other facilities)
- Paperboard packaging could also go into cardboard
- Hard cover books will be kept separate from other materials.
- Aluminum cans
- Aerosol cans and tin can collection
- Office paper, can include junk mail
- Cardboard.
- Single stream materials, which is a combination of the above mentioned materials except large generations of cardboard and office paper.

There will be no other charges on this contract unless a container is contaminated and must be emptied as garbage/waste. This fee will be a minimum of \$25.

The rebate to the City of Lincoln for this agreement will be figured on the total collection of office paper and cardboard from 2013 year totals for the entire contract period for a rebate of \$.005 per pound, divided into equal monthly payments of \$146 per month.

- 244,660 pounds of office paper
- 106,475 pounds of cardboard

Recycling Enterprises reserves the right to lower this rebate amount, should volumes of collected sorted materials have a significant reduction. This would be a 15% decrease from the 2013 volumes. There will not be an increase.

Please let me know if you have any questions or additional considerations.

Sincerely,

Chris Zegar, President

DESCRIPTIONS (Continued from Page 1)

City of Lincoln, Lancaster County, Lincoln-Lancaster County Public Building Commission is listed as additional insured with respect to General Liability.

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 2	ORDER DATE 01/27/14
BUSINESS UNIT 65050004	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 544298	
VENDOR ADDRESS: RECYCLING ENTERPRISES OF NEBRASKA INC 1200 W UPLAND AVE LINCOLN NEBRASKA 68521-3665	

CONTRACT NUMBER
59240 04

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

FEBRUARY 01, 2014 THROUGH JANUARY 31, 2015

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 4573 Z1

Contract to supply and deliver Recycling Services to the State of Nebraska as per the attached specifications for a one (1) year period from date of award. The contract may be renewed for four (4) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

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 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 Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed 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, by signature to the Request For Proposal, 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: http://das.nebraska.gov/lb403/attestation_form.pdf
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 resulting from the Invitation to Bid shall incorporate the following documents:


BUYER
1/31/14
MATERIEL ADMINISTRATOR

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 2 of 2	ORDER DATE 01/27/14
BUSINESS UNIT 65050004	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 544298	

CONTRACT NUMBER
59240 04

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request For Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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

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

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

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 III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Chris Zegar
 Phone: 402-421-6655
 Cellular: 402-217-4466
 Fax: 402-438-6601
 E-Mail: recycle_lincoln@msn.com

(01/27/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	RECYCLING SERVICES - MONTHLY PAYMENT TO STATE FOR RECYCLABLE MATERIALS COLLECTED.	12.0000	MO	-595.0000	-7,140.00
Total Order					-7,140.00


 BUYER INITIALS

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 59240 O4 To Provide Recycling Services for the State of Nebraska
Between
The State of Nebraska and Recycling Enterprises of NE, Inc.

The following Terms and Conditions, Addendum One of Contract 59240 O4 have been reviewed and agreed upon between Recycling Enterprises of NE, Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract to Provide Recycling Services for the State of Nebraska. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

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 unless otherwise agreed to 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. Bidders should include completed Section III with their proposal response.

A. GENERAL

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

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the