

CITY OF OMAHA
PUBLIC WORKS DEPARTMENT
CONTRACT DOCUMENTS
AND
SPECIAL PROVISIONS

For

OPW 53407

Omaha Solid Waste Collections Contract 2021-2030

Bids received until 11:00 a.m. (local time) January 30, 2019

Contract Award _____, 20____ Resolution No. _____

Contractor: _____

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1 **INVITATION TO BID**

2
3 **RECEIPT OF BIDS**

4
5 Scaled bids for the performance of the City of Omaha OPW 53407, Omaha Solid Waste Collections
6 Contract 2021-2030 will be received for the City of Omaha by the City Clerk.

7
8 **Bids will be received at the office of the City Clerk, LC-1, Omaha/Douglas**
9 **Civic Center, 1819 Farnam Street, Omaha, Nebraska 68183, until 11:00 a.m.**
10 **(local time), Wednesday, January 30, 2019, and shortly thereafter the bids will**
11 **be opened publicly and read out loud.**

12
13 **GENERAL DESCRIPTION OF WORK**

14
15 The City of Omaha is seeking a Contractor for the curbside collection of residential Solid Waste, which
16 includes Garbage, Recyclables and Yardwaste and delivery of collected Solid Waste to the City specified
17 disposal facility. The contract shall include the furnishing of labor, facilities, materials, equipment, and
18 services for completion to the work. This project will be bid in four packages: Bid Package A – Solid
19 Waste Collections, Bid Package B – Collection Carts Procurement and Distribution, Bid Package C –
20 Spring and Fall Cleanup, and Bid Package D – Extraordinary Contractor Services. Costs for all four
21 packages must be included with the bid.

22
23 **TYPE OF BID**

24
25 Bid shall be on Unit Price basis for each bid package identified in the Bid Form.

26
27 **DOCUMENT EXAMINATION AND PROCUREMENTS**

28
29 The Bidding Documents may be examined at the following location:

30
31 Public Works Department
32 Omaha/Douglas Civic Center, 6th Floor
33 1819 Farnam Street
34 Omaha, Nebraska 68183

35
36 The bidding documents may be obtained by download on the Douglas County/City of Omaha Purchasing
37 Department website: <http://www.douglascountypurchasing.org/> at a cost of \$20. A compact disk
38 containing the bidding documents may be obtained from the issuing office at a cost of \$50.

39
40 The compact disc and Douglas County/City of Omaha Purchasing Department website download both
41 include PDF files of Drawings, PDF files of the Specifications and a PDF copy of the reference
42 documents defined in the Supplementary Conditions, if any.

43
44 Electronic resources for bidding purposes, including maps, can be found at
45 <https://www.dogis.org/swcontract2021>.

1 **BID SECURITY**

2
3 Each Bid shall be accompanied by bid security as described in Instruction to Bidders Article 8.
4

5 **CONTRACT SECURITY**

6
7 The successful Bidder will be required to furnish a Performance, Payment and Guarantee Bond as
8 described in Instructions to Bidders Article 20.
9

10 **PRE-BID CONFERENCE**

11
12 A pre-bid conference will be held as described in Instructions to Bidders Article 6.
13

14 **CONTRACT TIME**

15
16 The Contract Time is defined in Instructions to Bidders, and specified in the Agreement.
17

18 **QUALIFICATION OF BIDDERS**

19
20 Requirements concerning the qualifications of Bidders are described in the Instructions to Bidders.
21

22 **OWNER'S RIGHT TO REJECT BIDS**

23
24 City of Omaha reserves the right to waive irregularities and to accept or reject any or all bids in their
25 entirety; bidders have the right to appeal any rejection decision to the City Council, to the extent allowed
26 by the Omaha Municipal Code.
27

28 **END OF SECTION**

INSTRUCTIONS TO BIDDERS

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders, as well elsewhere in the contract documents have the meanings indicated in Article 2 of the Special Provisions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Bidder* – The individual or entity who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a Bid to a Bidder.
- B. *Contractor* – The individual or entity with which Owner has contracted for performance of the Work.
- C. *Owner* – The entity with which Contractor has contracted regarding the Work, pursuant to the terms of the Contract. For purposes of these Bidding and Contract Documents, Owner shall mean The City of Omaha.
- D. *Issuing Office* – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered. See Document Examination and Procurements in Invitation to Bid.
- E. *Site* – The current incorporated city limits for the City of Omaha for which Solid Waste Collection services are provided to include future annexation areas for which services will be provided.
- F. *Successful Bidder* – The lowest and best Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award.
- G. *Contract Documents* – Those items so designated in the Agreement, and which together comprise the Contract.
- H. *Effective Date of the Contract* – The date, indicated in the Agreement, on which the Contract becomes effective.
- I. *Notice of Award* – The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- J. *Notice to Proceed* – A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

1.02. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or solid waste collections industry or trade meaning are used in the Contract Documents with such recognized meaning.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office on compact disc or by download from the link provided in the invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; Owner does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents. The complete set of Bidding Documents includes the following electronic files:

Title	Electronic Filename
OPW 53407, Omaha Solid Waste Collections Contract 2021-2030 Bid Package, AS ADVERTISED 20181017	OPW 53407, Omaha Solid Waste Collections Contract 2021-2030 Bid Package, AS ADVERTISED 20181017.pdf

2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 Bidders shall be qualified to perform the Work contained in the Contract. To demonstrate Bidder's qualifications to perform the Work Bidder shall submit (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

- A. Evidence of Bidder's authority to do business in the State of Nebraska or covenant to obtain such qualification prior to award of the Contract.
- B. Past experience on similar projects including, but not limited to, quality of work and materials, timeliness, and fair treatment of subcontractors.
- C. Number and quality of equipment available for use during the Work.
- D. List of key personnel, including any related experience, and proposed role on project.
- E. Current contractual obligations, excluding the proposed Work.
- F. Declaration of any fines, penalties, or other defaults occurring in the past five (5) years.
- G. Financial responsibility consisting of a confidential statement or report of Bidder's financial resources and liabilities as of the previous calendar or fiscal year and shall indicate if the current financial responsibility is approximately the same as stated or reported. A public accountant shall certify all statements or reports. If Bidder's financial responsibility has changed, Bidder shall qualify the statements or reports to reflect the true financial condition at the time of submitting such qualified statement or report.
- H. Qualification information described herein and further in Article 28 of these Instructions to Bidders shall be submitted in the form of a Qualifications and Corporate Overview Report as required by transmittal form Exhibit "E" to the Bid Form.

3.02 Bidders must complete and include with the Bid a Certificate of Compliance Form which is included as Exhibit "B" of the Bid Form.

3.03 A Bidder's failure to submit required qualification information with their bid will disqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prevent the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

1 **ARTICLE 4 – NOT USED**

2 **ARTICLE 5 – BIDDER'S REPRESENTATIONS**

3 5.01 It is the responsibility of each Bidder before submitting a Bid to:

- 4 A. examine and carefully study the Bidding Documents, and any data and reference items
5 identified in the Bidding Documents (including documents identified in Paragraph 2.02.
6 above);
- 7 B. visit the Site, conduct a thorough, alert visual examination of the Site, and become familiar
8 with and satisfy itself as to the general, local, and conditions that may affect cost, progress,
9 and performance of the Work. Site visit may be conducted without notification to Owner but
10 may be scheduled with Owner by contacting: James Kee, Quality Control Manager
11 (James.Kee@cityofomaha.org);
- 12 C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost,
13 progress, and performance or furnishing of the Work;
- 14 D. consider the information known to Bidder itself; information commonly known to
15 contractors doing business in the locality of the Site; information and observations obtained
16 from visits to the Site; the Bidding Documents; and the Site-related figures or maps
17 identified in the Bidding Documents, with respect to the effect of such information;
18 observations, and documents on (1) the cost, progress, and performance of the Work; (2) the
19 means, methods, techniques, sequences, and procedures of construction to be employed by
20 Bidder; and (3) Bidder's safety precautions and programs;
- 21 E. agree, based on the information and observations referred to in the preceding paragraph, that
22 at the time of submitting its Bid no further examinations, investigations, studies, or data are
23 necessary for the determination of its Bid for performance of the Work at the price bid and
24 within the times required, and in accordance with the other terms and conditions of the
25 Bidding Documents;
- 26 F. become aware of the general nature of the work to be performed by Owner and others at the
27 Site that relates to the Work as indicated in the Bidding Documents;
- 28 G. promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that
29 Bidder discovers in the Bidding Documents and confirm that the written resolution thereof
30 by Owner is acceptable to Bidder;
- 31 H. determine that the Bidding Documents are generally sufficient to indicate and convey
32 understanding of all terms and conditions for the performance and furnishing of the Work;
33 and,
- 34 I. agree that the submission of a Bid will constitute an incontrovertible representation by
35 Bidder that Bidder has complied with every requirement of this Article, that without
36 exception the Bid and all prices in the Bid are premised upon performing and furnishing the
37 Work required by the Bidding Documents. When conflicts, errors, ambiguities or
38 discrepancies have not been resolved, Bidder shall include in the Bid the greater quantity or
39 better quality of Work, or compliance with the more stringent requirement resulting in a
40 greater cost. Such greater cost shall be included in the Bid.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 A pre-bid meeting will be held at 10:30 a.m. (local time) on Friday, November 9, 2018 at the Missouri River Wastewater Treatment Plant, Training Room, 5600 S 10th Street, Omaha, NE 68107-3501. Representatives of Owner will be present to discuss the Project. Bidders are required to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

6.02 Failure of a Bidder to attend the pre-bid conference may be grounds for rejection of the Bidder's Bid.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received after 2:00 p.m. (local time) on November 16, 2018 will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Address questions to:

James Kee, Quality Control Manager
5600 S. 10th Street
Omaha, NE 68107-3501
Email Address: James.Kee@cityofomaha.org
Fax Number: (402) 444-3904

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents as deemed advisable by Owner. Answers to questions received by the deadline in Paragraph 7.01 will be answered by written Addendum on or before December 5, 2018 to all Bidders that have requested the Bidding Documents for these service contracts.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of the lowest cost of Bid Package A – Solid Waste Collections Total Cost Extension; but in no case be less than Ten Thousand Dollars (\$10,000.00) and in the form of a certified check, an official bank check, cashier's check drawn on a national bank or a bank chartered under the laws of the State of Nebraska, payable to the City; or a duly executed Bid bond in such amount (on the form included in the Bidding Documents) issued by a duly licensed corporate surety meeting the following requirements:

A. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority

shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond

B. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

C. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

D. If Contractor has failed to obtain a required bond, Owner may exercise Owner's right to termination.

E. Upon request, Owner shall provide a copy of the Performance, Payment, and Guarantee bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Agreement, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security and certificates of insurance within 14 calendar days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults in the manner stated in this subsection.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the Effective Date of the Agreement or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

ARTICLE 9 – CONTRACT TIMES

9.01 The Contractor should be prepared to commence collection operations on or before January 1, 2021. Initial contract term shall conclude on December 31, 2030 or ten years after commencement if commenced prior to January 1, 2021. Up to two subsequent five-year extensions may be exercised upon the sole discretion of the Owner. Refer to Article 3 Paragraph 3.01 of the Special Provisions for further details.

ARTICLE 10 – VIOLATIONS AND LIQUIDATED DAMAGES

10.01 Provisions for violations and liquidated damages, are set forth in the Agreement and defined in Article 10 of the Special Provisions.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, as awarded, will be on the basis of services and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the CONTRACTOR to request that Owner authorize the use of a substitute or "or-equal" service or

item of equipment, application for such acceptance may not be made to and will not be considered by Owner until after the Effective Date of the Contract.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the CONTRACTOR will furnish the services and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Special Provisions) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 The Bidder shall submit to Owner a list of the Subcontractors or Suppliers proposed for the Work. This information shall be submitted as part of the Bidder's Resources Allocation Plan described further in Article 29 of these Instructions to Bidders.

12.03 If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner, after due investigation prior to the Effective Date of the Contract, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner shall consider the Bid non-compliant and therefore reject the Bid.

12.04 If apparent Successful Bidder is rejected in accordance with Paragraph 12.03, Owner may award the Contract to the next lowest and best Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Rejection of Bid in accordance with Paragraph 12.03 may constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner makes no written objection prior to the Effective Date of the Agreement will be deemed acceptable to Owner subject to subsequent revocation.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. Bidders must provide a bid price for every line item contained within the Bid Form. Bidders must bid on all four (4) individual Bid Packages (Bid Packages A, B, C, and D). No exceptions shall be made for Bidder's failure to provide a bid on all line items.

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown. The corporate seal shall be affixed and attested by the secretary or an assistant secretary.

- 1 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose
2 title must appear under the signature), accompanied by evidence of authority to sign. The address
3 for receiving notices of the partnership shall be shown.
- 4 13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or
5 other authorized person and accompanied by evidence of authority to sign. The state of formation
6 of the firm and the address for receiving notices of the firm shall be shown.
- 7 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 8 13.06 A Bid by a joint venture shall be executed by an authorized representative of each party to the
9 joint venture in the manner indicated on the Bid Form. The address for receiving notices of the
10 joint venture shall be shown.
- 11 13.07 All names shall be printed in ink below the signatures.
- 12 13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall
13 be filled in on the Bid Form.
- 14 13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be
15 shown.
- 16 13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state
17 where the Project is located, or Bidder shall covenant in writing to obtain such authority and
18 qualification prior to award of the Contract and attach such covenant to the Bid.
- 19 13.11 Bidders must complete and include with the Bid an Economic Equity and Inclusion Plan which
20 addresses the Contractor's plan to collaborate and partner with the City of Omaha to create a
21 culture of economic inclusivity on the project. An Economic Equity and Inclusion Plan Template
22 outlining the requirement of the plan is included as Exhibit "B" of this section. Following the
23 template provided as Exhibit "B" include the date, company name, and City Project Number,
24 followed by the Contractors plan to implement each of the elements expressed in quantifiable
25 terms including metrics for monitoring compliance, and include the required dated signatures for
26 the Contractor's Economic Equity and Inclusion Plan Administrator and Project Manager at the
27 end of the Document. The complete Economic Equity and Inclusion Plan, or certificate of
28 approved plan from the City of Omaha Human Rights and Relations Department shall be attached
29 to the Bid Form as Exhibit "D". If the Economic Equity and Inclusion Plan or certificate of
30 approved plan is not attached to the Bid Form, the City may consider the Bid nonresponsive.
- 31 13.12 Bidders must complete and include with the Bid a Responsible Contractor Compliance Form
32 (RC-1) which is included as Exhibit "C" of the Bid Form. Additional copies may be obtained
33 from the Issuing Office.

34 **ARTICLE 14 – BASIS OF BID**

35 **14.01 Unit Price**

- 36 A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price
37 sections of each Bid Package in the Bid Form.
- 38 B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item
39 will be the product of the "Estimated Quantity" (which Owner or its representative has set

1 forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the
2 Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total
3 will be used by Owner for Bid comparison purposes. The final quantities and Contract Price
4 will be determined in accordance with the Special Provisions.

- 5 C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in
6 favor of the unit prices. Discrepancies between the indicated sum of any column of figures
7 and the correct sum thereof will be resolved in favor of the correct sum.

8 **ARTICLE 15 – SUBMITTAL OF BID**

9 15.01 The Bidder will provide one unbound, printed copy of the Bid Form, which is to be completed
10 and submitted with the Bid security and the other documents required to be submitted under the
11 terms of Article 7 of the Bid Form.

12 15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the
13 invitation to bid and shall be enclosed in an opaque sealed envelope with the Project title, the
14 name and address of Bidder, and shall be accompanied by the Bid security and other required
15 documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the
16 Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation
17 "Omaha Solid Waste Collections Contract 2021-2030 BID ENCLOSED." A mailed Bid shall be
18 addressed to:

19 Office of the City Clerk
20 Omaha/Douglas Civic Center
21 1819 Farnam Street, Suite L.C-1
22 Omaha, NE 68183

23 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the
24 correct location or in the designated manner, will not be accepted and will be returned to the
25 Bidder unopened.

26 15.04 Bidder acknowledges that the entirety of the Bidding Documents is incorporated into the Bid,
27 even though such Bidding Documents are not physically included with the Bid returned by
28 Bidder to Owner.

29 15.05 All bidding documents submitted to the City may be subject to a public records request.
30 Documents that may be proprietary and believed confidential in nature may be submitted as such
31 by the method prescribed in Article 17.03 of this section.

32 **ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

33 16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a
34 Bid must be executed and delivered to the place where Bids are to be submitted prior to the date
35 and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned
36 to the Bidder.

37 16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in
38 the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the
39 opening of Bids.

1 16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner
2 and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a
3 material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid,
4 and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be
5 disqualified from further bidding on the Work.

6 **ARTICLE 17 – OPENING OF BIDS**

7 17.01 Bids will be opened at the time and place indicated in the Invitation to Bid and, unless obviously
8 non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major
9 alternates, if any, will be made available to Bidders after the opening of Bids. Owner reserves the
10 right to not open or read a Bid submitted without a Bid security.

11 17.02 After the bid reading, the Owner shall compare proposals based on the corrected total bid
12 amounts. Comparison results consisting of the total bid amounts will become public two (2)
13 working days after the bid date. Detailed results consisting of the corrected bid tabulations will
14 become public one (1) working day after the recommendation for award has been approved by
15 the Public Works Director. The City reserves the right to reject any or all proposals and to waive
16 any informalities, irregularities, minor defects, or technical errors as may be deemed best for the
17 interests of the City.

18 17.03 All bid documents submitted to the City may be subject to a public records request. If a bidder
19 wishes to assert that certain bid documents are exempted from disclosure as public records, the
20 bidder shall separately enclose and mark such documents as confidential, and provide a statement
21 citing the factual and statutory basis for nondisclosure. In the event of a public records request
22 for such bid documents labeled confidential, the City will advise the bidder as to its determination
23 of disclosure or nondisclosure.

24 **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

25 18.01 Bids must remain valid and open for a period not less than 180 days following the date of the Bid
26 Opening. During this period, all Bids will remain subject to acceptance until successful Bidder
27 has been awarded the Contract, but Owner may, in its sole discretion, release any Bid and return
28 the Bid security prior to such award.

29 **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

30 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming,
31 nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that
32 Owner finds, after reasonable inquiry and evaluation, to not be responsive. If Bidder purports to
33 add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or
34 attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner
35 will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all
36 minor informalities not involving price, time, or substantial changes in the Work. Discrepancies
37 between words and figures will be resolved in favor of the words. Bidders have the right to appeal
38 any rejection decision to Owner.

39 19.02 Any or all bids will be rejected if Owner has reason to believe that collusion exists among the
40 Bidders.

1 19.03 Owner reserves the right to waive immaterial irregularities in the Bids. Owner reserves the right
2 to request oral presentations from Bidders determined to be in compliance with the requirements
3 and use the information derived from the oral presentations, if any, in the evaluation. Any
4 expenses incurred by the Bidder in order to make oral presentations will be borne by the Bidder.

5 19.04 Evaluation of Bids

6 A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed
7 requirements, and such alternates, unit prices, and other data, as may be requested in the Bid
8 Form or prior to the Notice of Award.

9 B. Bids will be evaluated to determine the lowest Bidder based on the Total Annual Estimated
10 Contract Price, when combined as a complete Solid Waste services package. Note this cost
11 will be a reflection of the combination of Bid Packages which have been selected by the
12 Owner and may not represent the lowest cost Bid Package combination to the Owner.

13 1. For the determination of the apparent low Bidder when unit price bids are submitted,
14 Bids will be compared on the basis of the total of the products of the estimated quantity
15 of each item and unit price Bid for that item, together with any lump sum items.

16 C. The Lowest and Best Bid will be determined by examining the results of paragraph 19.04 B,
17 along with an evaluation of the experience, financial and other qualifications information
18 submitted. Selection will not be based on cost alone. Other factors, such as expertise, may
19 be considered essential. The following criteria will be used to form the basis for selection
20 decision:

21 1. Bidder's demonstrated commitment to maintain sufficient resources and equipment to
22 provide timely and high quality customer service throughout the term of the agreement,
23 and particularly during peak volume periods. Level of commitment to be supported by
24 Resource Allocation Plan and Bidder's qualifications and reputation in municipalities
25 and environments similar to Owner's.

26 2. The quality and level of detail provided in the Bidder's Plan of Operations, Health and
27 Safety Plan, and information required by the Bidding Documents.

28 3. Bidder's financial ability to deliver the service requirements detailed herein and
29 demonstrated past performance on similar municipal agreements. Note that Bidder
30 must disclose any municipal residential contracts that have been terminated for cause in
31 the last five years; failure to do so will be cause for the City to consider rejection of bid.

32 19.05 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the
33 Bidder and may consider the qualifications and experience of Subcontractors and Suppliers
34 proposed for portions of the Work submitted as provided in the Bidding Documents.

35 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility,
36 qualifications, and financial ability of Bidders and any proposed Subcontractors, Suppliers and
37 other persons and organizations to perform and furnish the Work in accordance with the Contract
38 Documents to Owner's satisfaction. Upon request, the Bidder shall furnish to Owner additional
39 proof of qualifications, as reasonably requested, which shall be submitted within 7 calendar days
40 of receipt of request from Owner. Failure to comply will result in disqualification of the Bidder's
41 proposal. Bidder shall follow method prescribed in Article 17.03 of this section for confidential
42 information requested under Article 19.06.

43 19.07 Owner may conduct site visits to operations which have been or are now being operated by the
44 Bidder to determine the Bidder's ability to perform satisfactorily under the Contract.

- 1 19.08 If the Contract is to be awarded, it will be awarded to the Lowest and Best Bidder whose
2 evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.
- 3 19.09 If the Contract is to be awarded, Owner shall give successful Bidder a Notice of Award. No other
4 act of Owner or others will constitute acceptance of a Bid.
- 5 19.10 Owner reserves the right to award or not award any Bid Package included as part of the Bidding
6 Documents. Award of Bid Package B – Collection Carts, Bid Package C – Spring and Fall
7 Cleanup, and/or Bid Package D – Extraordinary Contractor Services is predicated on the award of
8 Bid Package A – Solid Waste Collections.

9 **ARTICLE 20 – BONDS AND INSURANCE**

- 10 20.01 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied
11 by required bonds and insurance documentation.

12 **A. Performance, Payment, and Guarantee Bond**

- 13 1. Bidder shall furnish and maintain a Performance, Payment and Guarantee bond, during
14 each year of the agreement, in an amount at least equal to one (1) year of the Contract
15 Price plus the annual Consumer Price Index adjustment for that year, as security for the
16 faithful performance and payment of all of Bidder's obligations under the Contract.
17 This bond shall remain in effect until one year after the end of the contract term as
18 defined in Article 3 Paragraph 3.01 of the Special Provisions, except as provided
19 otherwise by Laws or Regulations, the Supplementary Conditions, or other specific
20 provisions of the Contract. Bidder shall also furnish such other bonds as are required by
21 other specific provisions of the Contract.
- 22 2. All bonds shall be in the form prescribed by the Contract except as provided otherwise
23 by Laws or Regulations, and shall be executed by such sureties as are named in
24 "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds
25 and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended
26 and supplemented) by the Financial Management Service, Surety Bond Branch, U.S.
27 Department of the Treasury. A bond signed by an agent or attorney-in-fact must be
28 accompanied by a certified copy of that individual's authority to bind the surety. The
29 evidence of authority shall show that it is effective on the date the agent or attorney-in-
30 fact signed the accompanying bond.
- 31 3. Bidder shall obtain the required bonds from surety companies that are duly licensed or
32 authorized in the jurisdiction in which the Project is located to issue bonds in the
33 required amounts.
- 34 4. If the surety on a bond furnished by Bidder is declared bankrupt or becomes insolvent,
35 or its right to do business is terminated in any state or jurisdiction where any part of the
36 Project is located, or the surety ceases to meet the requirements above, then Bidder shall
37 promptly notify Owner and shall, within 20 days after the event giving rise to such
38 notification, provide another bond and surety, both of which shall comply with the bond
39 and surety requirements above.
- 40 5. If Bidder has failed to obtain a required bond, Owner may exercise Owner's right to
41 termination.

6. Upon request, Owner shall provide a copy of the Performance, Payment, and Guarantee bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall either be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement, or Successful Bidder will be notified regarding how to obtain said counterparts. Within 14 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within fourteen (15) working days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder. Owner reserves the right to cancel any Notice of Award, without any liabilities against Owner, before all parties execute the Agreement.

21.02 Owner may annul the Notice of Award of contract if:

- A. Successful Bidder fails to execute the Agreement and/or submit the required bonds and insurance within 14 from the date of Notice of Award; or
- B. Successful Bidder fails to demonstrate compliance with Article 20 within 14 days from the receipt of such request.

21.03 Annulment of the Notice of Award will result in forfeiture of Bid security to Owner not as a penalty but in liquidation of damages sustained not susceptible to easy or exact ascertainment. Owner reserves the right to proceed with the execution of the Contract with Successful Bidder upon receipt of all the required documents.

ARTICLE 22 – SALES AND USE TAXES

22.01 Owner may be exempt from payment of sales and compensating use taxes of the State of Nebraska and of cities and counties thereof on all materials to be incorporated into the Work.

- A. Owner will furnish the successful Bidder with the PURCHASING AGENT APPOINTMENT AND EXEMPT SALE CERTIFICATE, combined SF 13 and 17 revised 4/19/13, for all material items required in the performance of this Project, which the State of Nebraska considers to be exempt from the State Sales Tax.
- B. Said taxes shall not be included in the Contract Price. Owner's exemption does not apply to tools, machinery, equipment or other property purchased or leased by Contractor, or to supplies or materials not incorporated into the Work.
- C. Successful Bidder shall pay all sales, consumer, use and other similar taxes required to be paid by Successful Bidder in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

ARTICLE 23 – OMAHA HUMAN RIGHTS AND RELATIONS DEPARTMENT CONTRACT COMPLIANCE FORM

23.01 Successful Bidder shall file the Contractor Compliance Report, Form CC-1 with the City of Omaha Human Rights and Relations Department prior to award of the Contract. The form can be obtained from the Human Rights and Relations Department, phone 402-444-5055 or from the Human Rights and Relations Department web site.

1 A. The link is: <http://www.cityofomaha.org/humanrights/contract-compliance>.

2 **ARTICLE 24 – UTILIZATION OF SMALL AND EMERGING SMALL BUSINESSES**

3 24.01 Refer to instructions in the Participation Utilization Form, Exhibit "A" following these
4 Instructions to Bidders regarding the City of Omaha Small and Emerging Small Business
5 Program. Bidders must complete and include with the Bid the Participation Disclosure Form
6 which is included as Exhibit "A" of the Bid Form.

7 **ARTICLE 25 – NONDISCRIMINATION IN EMPLOYMENT**

8 25.01 All contracts hereafter entered into by the Owner shall incorporate an equal employment
9 opportunity clause, which shall read as follows:

10 A. During the performance of this contract, the Contractor agrees as follows:

- 11 1. The Contractor shall not discriminate against any employee or applicant for
12 employment because of race, religion, color, marital status, sex, age, sexual orientation,
13 gender identity, disability or national origin. The Contractor shall ensure that applicants
14 are employed and that employees are treated during employment without regard to their
15 race, religion, color, sex, sexual orientation, gender identity, or national origin. As used
16 herein, the word "treated" shall mean and include, without limitation, the following:
17 recruited, whether by advertising or by other means; compensated; selected for training,
18 including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid
19 off; and terminated. The Contractor agrees to and shall post in conspicuous places,
20 available to employees and applicants for employment, notices to be provided by the
21 contracting officers setting forth the provisions of this nondiscrimination clause.
- 22 2. The Contractor shall, in all solicitations or advertisements for employees placed by or
23 on behalf of the Contractor, state that all qualified applicants will receive consideration
24 for employment without regard to race, religion, color, sex, sexual orientation, gender
25 identity, or national origin, age, disability.
- 26 3. The Contractor shall send to each representative of workers with which he has a
27 collective bargaining agreement or other contract or understanding a notice advising the
28 labor union or workers' representative of the Contractor's commitments under the equal
29 employment opportunity clause of the Owner and shall post copies of the notice in
30 conspicuous places available to employees and applicants for employment.
- 31 4. The Contractor shall furnish to the human rights and relations director all federal forms
32 containing the information and reports required by the federal government for federal
33 contracts under federal rules and regulations, including the information required by
34 sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records.
35 Records accessible to the human rights and relations director shall be those which are
36 related to paragraphs (1) through (7) of this subsection and only after reasonable notice
37 is given the contractor. The purpose of this provision is to provide for investigation to
38 ascertain compliance with the program provided for herein.
- 39 5. The Contractor shall take such actions with respect to any subcontractor as the Owner
40 may direct as a means of enforcing the provisions of paragraphs (1) through (7) herein,
41 including penalties and sanctions for noncompliance; however, in the event the
42 Contractor becomes involved in or is threatened with litigation as the result of such
43 directions by the Owner, the Owner will enter into such litigation as is necessary to
44 protect the interests of the Owner and to effectuate the provisions of this division; and,

in the case of contracts receiving federal assistance, the Contractor or the Owner may request the United States to enter into such litigation to protect the interests of the United States.

6. The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.

7. The Contractor shall include the provisions of paragraphs (1) through (7) of this section, "equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

ARTICLE 26 – EMPLOYMENT UNDER PUBLIC CONTRACTS, LEGISLATIVE BILL 403, APPROVED BY THE GOVERNOR APRIL 8, 2009

26.01 Successful Bidder is required and hereby agrees to use a federal immigration verifications 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 Successful Bidder is an individual or sole proprietorship, the following applies:

- A. Successful Bidder must complete the United States Citizenship Attestation Form, available on the Department of Administration Services website;
- B. If Successful Bidder indicated on such attestation form that he or she is a qualified alien, Successful Bidder agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify Successful Bidder's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,
- C. Successful Bidder understands and agrees that lawful presence in the United States is required and Successful Bidder may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

ARTICLE 27 – EMPLOYEE CLASSIFICATION ACT PROVISION

27.01 Successful Bidder and Subcontractors who perform services pursuant to this Contract shall submit to Owner an affidavit, included as Attachment A-2 to the Agreement, attesting that (1) each individual performing services for such Successful Bidder is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 ("Act"), (2) such Successful Bidder has completed Federal I-9 Immigration Form and has such form on file for each employee performing services, (3) such Successful Bidder has complied with Nebraska Rev. Stat. Section 4-114 (Federal Immigration Verification System), (4) such Successful Bidder has no reasonable basis to believe that any individual performing services for such Successful Bidder is an undocumented worker, and (5) as of the time of the Contract, such Successful Bidder is not barred from contracting with the State or any political subdivision pursuant to the Act. Successful Bidder shall follow the provisions of the Act. A violation of the Act by Successful Bidder is grounds for

1 rescission of the Contract by Owner. A copy of the form Affidavit for Employee Classification
2 Act is attached to the Agreement.

3 **ARTICLE 28 – QUALIFICATIONS AND CORPORATE OVERVIEW REPORT**

4 28.01 Each Bidder shall submit satisfactory evidence of qualifications for performance of the Contract
5 to the Owner with their bid (see Exhibit "E" to the Bid Form). In addition to evidence of
6 qualifications, the Bidder must provide a corporate or company overview. This evidence of
7 qualifications and corporate/company overview must contain the following information at a
8 minimum:

9 A. History

- 10 1. Each Bidder shall submit with their bid a brief company history. As part of the history
11 the bidder shall identify the origin of their business and identify key milestones as part
12 of their growth and success in the field of Solid Waste. This should include a corporate
13 overview identifying the corporation or company's world headquarters. A statement of
14 the bidder's commitment to the sustainable future of Solid Waste collections in the City
15 of Omaha is expected.

16 B. Experience

- 17 1. Each Bidder must furnish satisfactory evidence that it has operated or is presently
18 operating a residential Solid Waste collection and recyclable collection system under
19 contract as applicable, of a type and extent comparable to that outlined in these Special
20 Provisions. The Bidder must also be able to demonstrate sufficient experience to satisfy
21 the City that Bidder can fully and satisfactorily comply with the provisions of the
22 Contract Documents. Each Bidder shall submit documentation with sufficient detail
23 (including references) to show such bidder's past experience with regard to:

- 24 a. Experience in the collection of Solid Waste in a service area of comparable size to
25 Omaha.
- 26 b. Experience in the collection of recyclable materials for delivery to a materials
27 recovery facility or intermediate processing facility. Types of recyclable materials
28 shall include but are not limited to newspaper, aluminum cans, steel cans, and
29 plastics containers. Experience shall be in a city or service area of comparable size
30 to Omaha.
- 31 c. Experience in the collections of solid wastes in a service area with similar wind,
32 seasonal temperature variations, and periodic weather events (i.e. snow / ice
33 storms).
- 34 d. Experience may be that of the managers of the corporation or company, the
35 corporation or company or individuals in the corporation or company.

36 Operations which have been or are now being operated by the Bidder shall be subject to
37 inspection to determine the Bidder's ability to perform satisfactorily under the Contract.
38 No Contract shall be awarded to a Bidder who, as determined by the City, is unqualified
39 to adequately perform due to an unsatisfactory record, inadequate experience or who
40 lacks the necessary capital, organizational or equipment to conduct and complete the
41 services in strict accordance with the terms and conditions of the Contract.

At a minimum, Contractor shall provide at least three municipal contract references for which it has provided services to under contract within the past five (5) years that include a minimum of 25,000 service addresses.

C. Financial Capability

1. Each Bidder shall submit documentation demonstrating financial capability to undertake a contract of this size and scope.
2. Documentation shall include annual reports, audited tax statements or audited operating statements. Additional documentation may be submitted such as "Dunn & Bradstreet" reports at the bidder's option.
3. Upon request by the City, the successful Bidder shall submit annual audited financial statements 180 days after the end of any subsequent fiscal year.
4. The City is aware and understands that annual audited financial statements are often confidential. The Bidder must follow procedures as defined herein for any materials considered confidential.

D. Appropriate Technology

1. Each Bidder shall identify, one (1) or more locations, in the Midwest if possible, where the bidder has used the technology being proposed. Information supplied shall include, but is not limited to, effects of inclement weather on collections and what steps were taken to limit the effects of inclement weather.

ARTICLE 29 -- RESOURCE ALLOCATION PLAN

29.01 Each Bidder must submit a Resource Allocation Plan with their Bid (see Exhibit "G" of the Bid Form) that can provide satisfactory evidence that the Bidder has adequate knowledge to the extent and scope of the Contract. Bids submitted without a complete "Resource Allocation Plan" will be rejected.

The Resource Allocation Plan shall include at minimum the following:

A. Physical Facilities

1. Each Bidder shall identify or propose physical facilities required to complete the scope of work defined herein. Include at a minimum details as to location, size of parcel, size and layout of buildings (i.e. administrative, maintenance, garage, etc.), fueling facilities, truck wash facilities, access to and onsite utilities, exterior features (i.e. # of parking spots, paved or graveled, etc.), and other facilities and features as deemed appropriate.

B. Rolling Stock / Fleet

1. Each Bidder shall provide a detailed plan identifying type and quantity of equipment to be utilized to complete the scope of work defined in these Bidding Documents. Included shall be all diagrams and plans to sufficiently detail the Bidder's plan for marking the Bidder's Fleet as required by these Bidding Documents and defined in the Special Provisions.
2. At a minimum, and in addition to Paragraph 29.01.B.1, the Bidder shall provide the number of Collection Trucks required to execute each of the major scope components for collection of Solid Waste (i.e. Garbage, Yardwaste, recyclables, and excess Stickered Yardwaste) defined in the Special Provisions.

1 C. Personnel / Staffing

- 2 1. As part of the Resource Allocation Plan, the Bidder shall identify a clear understanding
3 of the staffing requirements defined herein and outline their plan to meet these
4 requirements. This should include identifying key personnel for meeting staffing
5 requirements and include an escalation plan/diagram that identifies the chain of
6 command in the organization, up through the Chief Executive Officer and who in the
7 organization will be notified and when each person will be notified up the chain of
8 command upon receipt of a written notice of contract performance deficiency from the
9 Owner. The purpose of the escalation plan will be to facilitate early resolution of
10 problems without having to move to dispute resolution.
- 11 2. In addition to listing of key personnel and the escalation plan/diagram, the Bidder shall
12 provide a detailed plan to ensure adequate staffing and that staff are properly trained to
13 sufficiently and safely complete the work that will be required.
- 14 3. At a minimum and in addition to Paragraphs 29.01.C.1 and 2, the Bidder shall provide
15 the number of drivers, helpers, customer service and any additional staff required to
16 execute each of the major scope components for collection of Solid Waste (i.e.
17 Garbage, Yardwaste, recyclables, and unlimited Yardwaste). Staffing detailed shall
18 also include fleet maintenance and service technicians in addition to collections,
19 administrative, and management staff.

20 D. Subcontractors

- 21 1. In the Resource Allocation Plan, the Bidder shall identify all subcontractors, if any, that
22 shall be utilized for fulfillment of the Work. This information shall include the name,
23 address, and specific role of any firm that will be a subcontractor in connection with the
24 Contract.
- 25 2. At a minimum and in addition to Paragraph 29.01.D.1, the Bidder shall provide the
26 number of staff and equipment each subcontractor, if any, will be required to provide to
27 execute each of the major scope components subcontracted for collection of Solid
28 Waste (i.e. Garbage, Yardwaste, recyclables, and excess Stickered Yardwaste).
- 29 3. In no case shall subcontracted services represent more than 15% of the total contracted
30 services unless otherwise approved in writing by the Owner.

31 **ARTICLE 30 -- HEALTH AND SAFETY PLAN**

32 30.01 Each Bidder must submit a Health and Safety Plan along with their bid (see Exhibit "F" to the
33 Bid Form) that fits the requirements of Article 7 of the Special Provisions.

34 **ARTICLE 31 -- PLAN OF OPERATION**

35 31.01 Each Bidder must submit a Plan of Operation as part of their bid (see Exhibit "H" to the Bid
36 Form) that fits the requirements of Article 8 of the Special Provisions.

END OF SECTION

ATTACHMENTS TO THIS SECTION

1. Exhibit "A" – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form
2. Exhibit "B" – Economic Equity and Inclusion Plan Template

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Exhibit "A" City of Omaha Small & Emerging Small Business Program Participation Utilization Form

NOTE: It is the policy of the City of Omaha that Small and Emerging Small Businesses shall have the maximum practicable opportunity to participate in City of Omaha projects. Consequently, the requirements of the Small and Emerging Small Business Program ordinance apply to this solicitation. For questions on certification, including a listing of the SEB Program Participants, please see the City of Omaha Human Rights & Relations website at: <http://www.cityofomaha.org/humanrights/contract-compliance> or contact via phone: 402-444-5055.

With regard to this solicitation, the City has determined that a sufficient number of SEB Program Participants exist within the following Certified Group(s):

- ☐ Tier I Emerging Small Business ☐ Tier I Small Business
☐ Tier II Emerging Small Business ☐ Tier II Small Business

To fulfill ☐ the entire scope of this contract/agreement.
☐ a portion of this contract/agreement as defined below:

Identified Scope	Comments/ Notes
NO RESERVE	

PLEASE NOTE: In order to be considered for this solicitation, potentially eligible participants MUST be certified in the above-referenced category PRIOR TO the bid opening date of this solicitation.

The City of Omaha has given preference to the above-referenced category of participants in the preparation of these contract documents according to the provisions of OMC 10-200.3(d). Failure to utilize a certified participant for the above-designated portion of this contract/agreement shall be deemed non-responsive and rejected. Bidders must complete the Participation Disclosure form and submit it with their bid/agreement documentation in order to be considered.

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EXHIBIT "B"

COVER PAGE

MUST INCLUDE AT LEAST:

COMPANY NAME

Economic Equity and Inclusion Plan

City of Omaha

**Contact of the EEIP Administrator
(Name, Email, and Phone Number)**

(DATE)

I. Mission

To decrease unemployment, poverty; and increase access and opportunity in economically distressed areas of the City.

II. Background

The Mayor and City Council of the City of Omaha have made economic equity and inclusion a priority City policy. City departments are to include Economic Equity and Inclusion Plans (EEIP) in service contracts that are in excess of \$10,000,000 and whose contract period lasts 24 months or more.

The bidding firms are to customize their EEIP by engaging in activities from each of three areas of focus (Small and Emerging Small Business Participation; Workforce Opportunities for Working Age Students and Adults; and Youth Engagement) that are best suited to the firm's capacity and ability to participate at a substantial level. Hence, the firm's responses must be realistic and should include benchmarks, target dates, and completion timelines.

III. Procedures

1. All new EEIP's must be submitted with bid documents to the City Department soliciting the bid at the time of bid opening.
2. The soliciting Department will send the EEIP of the contractor being recommended for award to the Omaha Human Rights and Relations Department (OHRRD).
3. All EEIP's will be evaluated with full consideration of the firm's size, capacity, and any other factors that may apply. OHRRD may consult with the submitting firm regarding clarifications or modifications to the submitted EEIP after the document is submitted with the bid.
4. OHRRD must approve the EEIP before the project is placed on the City Council Agenda.
5. This approval is valid for one year, and it is subject to semi-annual reports.
6. If it is a multiple-year contract, the EEIP has to be renewed and approved every year.
7. OHRRD will provide an approval letter and certificate with the date when the EEIP was approved.
8. Firms recommended for multiple awards can submit the firm's certificate with each bid package.

IV. Administration

1. Each firm will identify an individual with the capacity and authority within the company to address deficiencies, make changes, report progress, train contractor's staff and sub-contractor(s) on the components of the EEIP and any other requirements necessary to fully administer the plan according to the specific benchmarks and responsibilities detailed within the plan.

V. Compliance

1. All firms will be subject to an annual compliance review by OHRRD.
2. OHRRD will contact the EEIP administrator to review the progress annually.
3. If the firm is not meeting the stated goal as outlined in its EEIP, the firm shall provide a Corrective Action Plan with their updated EEIP to OHRRD prior to submitting a new proposal for work.

4. Failure to update the EEIP or complete the terms of the Corrective Action Plan will result in a "non-responsive" EEIP and may result in loss of future work opportunities.

Instructions

Please Include Footnotes with the EEIP Administrator's information and Firm's Name.
Complete each section to the best of your ability

Areas of Focus

1. Small and Emerging Small Business Participation

- a. List the current Certified Tier I/II SEB subcontractors in your project(s), including a detail description of the scope of work performed?

1. PLEASE PROVIDE THE FOLLOWING FOR EACH SEB

1. SEB's name
2. Tier I or Tier II
3. ESB or SB
4. Services the SEB provides
5. SEB Contact name and phone number

- b. What efforts your firm is taking to promote and educate SEB's on upcoming subcontracting opportunities and how to do business with the firm.

1. EXAMPLE

1. How will you contact certified Tier I/II SEB firms that have the necessary expertise required for a project's scope?
2. If mutual interest exists, what are the additional steps you will use to help prepare the SEB firm to qualify for the project proposal?
3. Are you recommending small businesses to be certified by the City?
4. What networking events are you providing or attending to meet new certified SEB firms?

2. Workforce Opportunities for working-age students and adults

- a. What efforts will your firm take to hire from the Omaha?
- b. What positions are you currently searching for?

1. EXAMPLES

1. Driver Residential
2. Garbage Collector
3. Refuse collector

- c. Where does your firm advertise its open positions?

1. EXAMPLES

1. NEWorks
2. Indeed.com
3. LinkedIn
4. Heartland Workforce Solutions
5. ATM/Career Link

- d. What efforts does your firm take to advertise positions, workforce and networking opportunities with partner organizations?

i. EXAMPLES

1. ACEC (American Consulting Engineers Council) -- Nebraska
2. NSPE (National Society of Professional Engineers) -- Nebraska
3. AIA (American Institute of Architects) -- Nebraska
4. NSBE (National Society of Black Engineers) -- National
5. SPIPE (Society of Hispanic Professional Engineers) -- National
6. SWE (Society of Women Engineers) -- National
7. SAME (Society of American Military Engineers) -- National
8. SMPS (Society for Marketing Professional Services) -- National

- e. What efforts is your firm taking to assist re-entry citizens who would like to specialize in your industry?

i. EXAMPLES

1. Metro Community College Re-Entry Assistance Program
2. Douglas County Re-entry Assistance Program
3. ReConnect, Inc.
4. Nebraska Department of Correctional Services Re-Entry Program
5. Re-Entry Alliance Nebraska
6. Released and Restored

3. Youth Engagement

- a. List organizations that your firm may support either financially or through employee volunteers, and what services those organizations provide.

i. EXAMPLES

1. YouTurn Omaha
2. Girls Inc.
3. Girl Scouts Spirit of Nebraska
4. Urban League
5. MathCounts
6. Project Harmony
7. Dusk to Dawn UNMC program

8. Nebraska Children's Home Society
9. NESPE Education Foundation
10. NorthStar Foundation
11. Omaha Healthy Kids Alliance
12. Omaha Public Schools
13. TeamMates Mentoring Program

- b. Describe ways your firm will provide educational opportunities for community projects.

1. EXAMPLES

1. Internship Night
2. Resume reviewing
3. Job Shadowing

- c. Describe how your firm will encourage the development of future leaders in your respective industries.

1. EXAMPLES

1. Field Trips
2. Industry Talk Sessions
3. School Visits

- d. Provide a list of applicable outreach career events.

- e. Provide and describe mentorship opportunities for which your firm will commit funding or employee resources.

Signature

Plan Administrator Name and Position

Firm's name

Address:

Phone number:

Administrator's email

Date

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BID FORM

**PROJECT IDENTIFICATION: City of Omaha – OPW 53407, Omaha Solid Waste
Collections Contract 2021-2030**

Bid Submission by: _____

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Omaha, Nebraska
Omaha/Douglas Civic Center
1819 Farnam Street, Omaha, Nebraska, 68131
herein after referred to as Owner.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

1.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance until the City Council awards the Contract to the Successful Bidder. Successful Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Documents within 14 days after the date of Owner's Notice of Award.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addenda No.</u>	<u>Addenda Date</u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of that and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has obtained and carefully studied (or assumes responsibility for having done so) the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; all reasonable additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information; observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures

of Work performance to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
- G. Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Bidding Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Owner as described in Instructions To Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

1 E. Bidder has completed and attached the following:

- 2 1. Exhibit "A" – Small & Emerging Small Business Program Participation Disclosure
3 Form.
- 4 2. Exhibit "B" – Required Bidder's Qualification Statement in the form of executed
5 "Certificate of Compliance" Form.
- 6 3. Exhibit "C" – Responsible Contractor Compliance Form (RC-1).
- 7 4. Exhibit "D" – Economic Equity and Inclusion Plan
- 8 5. Exhibit "E" – Qualifications and Corporate Overview Report
- 9 6. Exhibit "F" – Health and Safety Plan
- 10 7. Exhibit "G" – Resource Allocation Plan
- 11 8. Exhibit "H" – Plan of Operation
- 12 9. Exhibit "I" – Bid Security
- 13 10. Exhibit "J" – Certificate of Surety
- 14 11. Completed Appendix E to the Special Provisions – Collection Cart Procurement
15 Worksheet
- 16 12. Example Annual Report, Outline, or Table of Contents as required by Article 9
17 Paragraph 9.06.B of the Special Provisions.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BID PACKAGE SUMMARY

FOR Bid Package A – Solid Waste Collections Alternate 1 – Weekly Garbage, Weekly Yardwaste (April – November), Weekly Recycling (cost from Line Item 9 on Page 7 of the Bid Form);

_____ DOLLARS
and _____ CENTS FOR YEAR 1 (\$ _____)

FOR Bid Package A – Solid Waste Collections Alternate 2 – Commingled Weekly Garbage and Yardwaste Collection, Weekly Recycling (cost from Line Item 9 on Page 10 of the Bid Form);

_____ DOLLARS
and _____ CENTS FOR YEAR 1 (\$ _____)

FOR Bid Package B – Collection Carts (cost from Line Item 12 on Page 12 of the Bid Form);

_____ DOLLARS
and _____ CENTS FOR YEAR 1 (\$ _____)

FOR Bid Package C – Spring and Fall Cleanup (cost from Line Item 5 on Page 14 of the Bid Form);

_____ DOLLARS
and _____ CENTS FOR YEAR 1 (\$ _____)

FOR Bid Package D, Yardwaste Sticker Price (cost from Line Item 3 on Page 15 of the Bid Form).

_____ DOLLARS
and _____ CENTS PER BAG (\$ _____)

FOR Bid Package D, One Cart Solid Waste Collections (cost from Line Item 4 on Page 15 of the Bid Form).

_____ DOLLARS
and _____ CENTS PER COLLECTION (\$ _____)

Note: Compensation for years after year one shall be as adjusted by the Contract Documents.

5.02 The Total Extended Price Bid Proposals on the following pages itemizes the unit quantities. Unit prices and extensions shall be completed by Bidder

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**BID PACKAGE A – SOLID WASTE COLLECTIONS ALTERNATE 1 – WEEKLY GARBAGE,
WEEKLY YARDWASTE (APRIL – NOVEMBER), WEEKLY RECYCLING**

INSTRUCTIONS:

UNIT PRICES and TOTAL EXTENDED PRICES provided must be written out (in text form) and followed by the numerical amount (in number form) in parenthesis. Costs for all line items must be provided and the Bid package filled out in its entirety.

Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential Unit (RU) basis as RU is defined in the Special Provisions of this bid package. The UNIT PRICE shall include all costs, including material, necessary to complete the work but shall exclude tipping fees. Failure to provide a UNIT PRICE will be cause for rejection of the bid. Bidder shall also provide a TOTAL EXTENDED PRICE representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.

Unit Price Bid Proposal

LINE ITEM 1: BID PRICE FOR WEEKLY GARBAGE COLLECTION PER RU ¹

_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (1)

LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ²

_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (2)

LINE ITEM 3: BID PRICE FOR WEEKLY RECYCLABLE COLLECTION PER RU ³

_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (3)

Alternate 1A – Bi-Weekly Recyclable Collection

LINE ITEM 4: BID PRICE FOR BI-WEEKLY RECYCLABLE COLLECTION PER RU ⁴

_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (4)

NOTES:

- Line Item 1:** Separate collection of Garbage from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility. Note this is for the collection of one (1) Cart during periods of separate yardwaste collection and two (2) Carts when yardwastes are not separately collected.
- Line Item 2:** Separate collection of Yardwaste for no less than 35 weeks starting the first Monday in April and running through November from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility.
- Line Item 3:** Separate collection of commingled Recyclables on a weekly basis from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility.
- Line Item 4:** Separate collection of commingled Recyclables on a bi-weekly basis from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility.

Total Extended Price Bid Proposal

Alternate 1 – Weekly Garbage, Weekly Yardwaste (April – November), Weekly Recycling

LINE ITEM 5: GARBAGE & OFFSEASON COMMINGLED YARD WASTE COLLECTION

\$ _____ Per RU (1) x 52 collections per year x 150,000 RUs

Must match line item (1)

Equals Total Annual Estimated Contract Price \$ _____ (5)

LINE ITEM 6: YARD WASTE COLLECTION

\$ _____ Per RU (2) x 35 collections per year x 150,000 RUs

Must match line item (2)

Equals Total Annual Estimated Contract Price \$ _____ (6)

LINE ITEM 7: WEEKLY RECYCLABLE COLLECTION

\$ _____ Per RU (3) x 52 collections per year x 150,000 RUs

Must match line item (3)

Equals Total Annual Estimated Contract Price \$ _____ (7)

Alternate 1A – Bi-Weekly Recyclable Collection

LINE ITEM 8: BI-WEEKLY RECYCLABLE COLLECTION

\$ _____ Per RU (4) x 26 collections per year x 150,000 RUs

Must match line item (4)

Equals Total Annual Estimated Contract Price \$ _____ (8)

LINE ITEM 9: TOTAL EXTENDED PRICE BID FOR ALTERNATE 1

(Sum of Line Items (5), (6), and (7))

Total Estimated Annual Contract Price \$ _____ (9)

(Insert Total Bid Cost Extension Amount for Alternate 1 on the Bid Package Summary on Page 5 of the Bid Form)

LINE ITEM 10: TOTAL EXTENDED PRICE BID FOR ALTERNATE 1A

(Sum of Line Items (5), (6), and (8))

Total Estimated Annual Contract Price \$ _____ (10)

NOTES:

1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Page and RU refers to Residential Unit.
2. Compensation for years after year one shall be as adjusted by the Contract Documents.

**BID PACKAGE A – SOLID WASTE COLLECTIONS ALTERNATE 2 – COMMINGLED
WEEKLY GARBAGE AND YARDWASTE COLLECTION, WEEKLY RECYCLING**

INSTRUCTIONS:

Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential Unit (RU) basis as RU is defined in the Special Provisions of this bound bid package. The UNIT PRICE shall include all costs, including material, necessary to complete the work but shall exclude tipping fees. Failure to provide a UNIT PRICE will be cause for rejection of the proposal. Bidder shall also provide a TOTAL EXTENDED PRICE representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.

UNIT PRICES and TOTAL EXTENDED PRICES provided must be written out (in text form) and followed by the numerical amount (in number form) in parenthesis. Costs for all line items must be provided and the bid package filled out in its entirety.

Unit Price Bid Proposal

LINE ITEM 1: BID PRICE FOR WEEKLY GARBAGE & YARD WASTE COLLECTION PER RU¹
_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (1)

LINE ITEM 2: BID PRICE FOR WEEKLY RECYCLABLE COLLECTION PER RU²
_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (2)

Alternate 2A – Bi-Weekly Recyclable Collection

LINE ITEM 3: BID PRICE FOR BI-WEEKLY RECYCLABLE COLLECTION PER RU³
_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (3)

Alternate 2B – One Cart Commingled Weekly Garbage and Yardwaste Collection

LINE ITEM 4: BID PRICE FOR WEEKLY ONE CART GARBAGE AND YARDWASTE COLLECTION PER RU⁴
_____ DOLLARS
and _____ CENTS PER RU (\$) _____ (4)

NOTES:

- Line Item 1:** Commingled weekly collection of Garbage and Yardwaste from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility. Note this is for the collection of two (2) carts per Residential Unit.
- Line Item 2:** Separate collection of commingled Recyclables on a weekly basis from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility.
- Line Item 3:** Separate collection of commingled Recyclables on a bi-weekly basis from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility.
- Line Item 4:** Commingled weekly collection of Garbage and Yardwaste from all approved Residential Units and delivered to the City specified Solid Waste Disposal Facility. Note this is for the collection of one (1) Cart per Residential Unit.

Total Extended Price Bid Proposal

Alternate 2 – Commingled Weekly Garbage and Yardwaste Collection, Weekly Recycling

LINE ITEM 5: GARBAGE & YARD WASTE COLLECTION

\$ _____ Per RU (1) x 52 collections per year x 150,000 RUs

Must match line item (1)

Equals Total Annual Estimated Contract Price \$ _____ (5)

LINE ITEM 6: WEEKLY RECYCLABLE COLLECTION

\$ _____ Per RU (2) x 52 collections per year x 150,000 RUs

Must match line item (2)

Equals Total Annual Estimated Contract Price \$ _____ (6)

Alternate 2A – BI-Weekly Recyclable Collection

LINE ITEM 7: BI-WEEKLY RECYCLABLE COLLECTION

\$ _____ Per RU (3) x 26 collections per year x 150,000 RUs

Must match line item (3)

Equals Total Annual Estimated Contract Price \$ _____ (7)

Alternate 2B – One Cart Commingled Weekly Garbage and Yardwaste Collection

LINE ITEM 8: WEEKLY ONE CART GARBAGE AND YARDWASTE COLLECTION PER RU

\$ _____ Per RU (4) x 52 collections per year x 150,000 RUs

Must match line item (4)

Equals Total Annual Estimated Contract Price \$ _____ (8)

SEE NEXT PAGE FOR FINAL EXTENDED COSTS

Total Extended Price Bid Proposal (continued)

Alternate 2 – Commingled Weekly Garbage and Yardwaste Collection, Weekly Recycling

LINE ITEM 9: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2

(Sum of Line Items (5), and (6))

Total Estimated Annual Contract Price \$ _____ (9)
(Insert Total Bid Cost Extension Amount for Alternate 2 on the Bid
Package Summary on Page 5 of the Bid Form)

LINE ITEM 10: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2A

(Sum of Line Items (5), and (7))

Total Estimated Annual Contract Price \$ _____ (10)

**LINE ITEM 11: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2B WITH WEEKLY
RECYCLABLES COLLECTION**

(Sum of Line Items (8), and (6))

Total Estimated Annual Contract Price \$ _____ (11)

**LINE ITEM 12: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2B WITH BI-WEEKLY
RECYCLABLES COLLECTION**

(Sum of Line Items (8), and (7))

Total Estimated Annual Contract Price \$ _____ (12)

NOTES:

1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Price Bid Proposal and
RU refers to Residential Unit.
2. Compensation for years after year one shall be as adjusted by the Contract Documents.

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BID PACKAGE B – COLLECTION CARTS

INSTRUCTIONS:

UNIT PRICES and TOTAL EXTENDED PRICES provided must be written out and followed by the numerical amount in parenthesis. Costs for all line items must be provided and the proposal filled out in its entirety.

Bidder shall provide a UNIT PRICE for each line item described herein on a per Collection Cart (Cart) basis as Cart is defined in the Special Provisions of this bound bid package. The UNIT PRICE shall include all costs, including material and equipment, necessary to complete the work outlined in the Special Provisions. Failure to provide a UNIT PRICE will be cause for rejection of the proposal. Bidder shall also provide a TOTAL EXTENDED PRICE representative of an annual cost to the City for the purchase of the carts. Calculating TOTAL EXTENDED PRICES shall be accomplished by using the information provided and information in the Special Provisions for total number of carts and number of locations for cart Assembly and Distribution. City may elect the purchase all or a portion of the carts as described in the Special Provisions.

Unit Price Bid Proposal

LINE ITEM 1: LARGE CART PROCUREMENT¹

_____ DOLLARS
and _____ CENTS PER CART (\$ _____)(1)

LINE ITEM 2: LARGE CART ASSEMBLY AND DISTRIBUTION²

_____ DOLLARS
and _____ CENTS PER CART (\$ _____)(2)

LINE ITEM 3: SMALL CART PROCUREMENT³

_____ DOLLARS
and _____ CENTS PER CART (\$ _____)(3)

LINE ITEM 4: SMALL CART ASSEMBLY AND DISTRIBUTION⁴

_____ DOLLARS
and _____ CENTS PER CART (\$ _____)(4)

NOTES:

1. Line Item 1: Cost to procure a single LARGE CART.
2. Line Item 2: Cost to Assemble and Distribute carts to Residential Units on a per cart basis.
3. Line Item 3: Cost to procure a single SMALL CART.
4. Line Item 4: Cost to Assemble and Distribute carts to Residential Units on a per cart basis.
5. Compensation for these Unit Prices for years after year one shall be as adjusted by the Contract Documents.

Total Extended Price Bid Proposal
Bid Package B – Collection Carts

LINE ITEM 5: LARGE CART PROCUREMENT TOTAL EXTENDED COST

\$ _____ Per cart (1) x 3 carts per RU x 150,000 RUs

Must match line item (1)

Equals Total Estimated Contract Price \$ _____ (5)

LINE ITEM 6: LARGE CART ASSEMBLY AND DISTRIBUTION TOTAL EXTENDED COST

\$ _____ Per cart (2) x 3 carts per RU x 150,000 RUs

Must match line item (2)

Equals Total Estimated Contract Price \$ _____ (6)

LINE ITEM 7: CONTRACTOR RATE OF RETURN FOR CART PURCHASE

_____ %

(7)

LINE ITEM 8: CONTRACTOR FINANCING INTEREST RATE FOR CART PURCHASE

_____ %

(8)

LINE ITEM 9: COST OF ISSUANCE

_____ %

(9)

LINE ITEM 10: DEBT SERVICE RESERVE

(10)

LINE ITEM 11: OTHER COSTS

(11)

(On the space provided below provide details on what other costs Bidder is accounting for.)

LINE ITEM 12: TOTAL EXTENDED PRICE BID FOR BID PACKAGE B – COLLECTION CARS

(Total from Excel Calculation Workbook Provided in the Project O&A with Line Item 7-11 inputs)

Total Estimated Annual Contract Price \$ _____ (12)

(Insert Total Extended Price Bid Amount for Bid Package B on the Bid
Package Summary on Page 5 of the Bid Form)

NOTES:

1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Page and RU refers to Residential Unit.
2. Extended Costs for small cart procurement, assembly and distribution are not required for bidding purposes. Line Items 7-11 are to be provided below and input into the provided excel sheet.
3. Quantities of Carts for Bid Package B – Collection Carts Extended Costs subject to change and contingent on Bid Package selected, Opt-Out program, and other conditions detailed in the Special Provisions.

BID PACKAGE C – SPRING AND FALL CLEANUP

INSTRUCTIONS:

UNIT PRICES and TOTAL EXTENDED PRICES provided must be written out and followed by the numerical amount in parenthesis. Costs for all line items must be provided and the proposal filled out in its entirety.

Bidder shall provide a UNIT PRICE for each line item described herein on a per collection truck basis as defined in the Special Provisions of this bound bid package. The UNIT PRICE shall include all costs, including material, equipment, and labor necessary to complete the work. Failure to provide a UNIT PRICE will be cause for rejection of the proposal. Bidder shall also provide a TOTAL EXTENDED PRICE representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED PRICES shall be accomplished by using the information provided in the Special Provisions for number of events per year.

Unit Price Bid Proposal

LINE ITEM 1: COMPACTOR TRUCK (MIN 25 CUBIC YARD CAPACITY) AND OPERATOR¹

_____ DOLLARS

and _____ CENTS PER COLLECTION TRUCK (\$ _____)(1)

LINE ITEM 2: ONE ROLL-OFF TRUCK AND THREE (3) THIRTY CUBIC YARD (30 CY) ROLL-OFF CONTAINERS AND OPERATOR²

_____ DOLLARS

and _____ CENTS PER COLLECTION TRUCK (\$ _____)(2)

NOTES:

1. **Line Item 1:** Cost to make available one compactor collection truck and driver for collection of waste material from City determined collection points and disposal to City defined Solid Waste Disposal Facility.
2. **Line Item 2:** Cost to make available one roll-off truck and three (3) thirty cubic yard (30 cy) roll-off containers for collection of waste material from City determined collection points and disposal to City defined Solid Waste Disposal Facility.

Total Extended Price Bid Proposal
Bid Package C – Spring and Fall Cleanup

LINE ITEM 3: COMPACTOR TRUCK (MIN 25 CUBIC YARD CAPACITY) AND OPERATOR
EXTENDED COST

\$ _____ Per collection truck and operator (1) x 10 collection events per
Must match line item (1) year x 25 required collection trucks and operators

Equals Total Annual Estimated Contract Price \$ _____ (3)

LINE ITEM 4: ONE ROLL-OFF TRUCK AND THREE (3) THIRTY CUBIC YARD (30 CY)
ROLL-OFF CONTAINERS AND OPERATOR EXTENDED COST

\$ _____ Per roll-off truck and three containers (2) x 10 collection events
Must match line item (2) per year x 4 required roll-off trucks with twelve containers

Equals Total Annual Estimated Contract Price \$ _____ (4)

LINE ITEM 5: TOTAL EXTENDED PRICE BID FOR BID PACKAGE C – SPRING AND FALL
CLEANUP

(Sum of Line Items (3), and (4))

Total Annual Estimated Contract Price \$ _____ (5)

(Insert Total Extended Price Bid Amount for Bid Package C on Bid
Package Summary on Page 5 of the Bid Form)

NOTES:

1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Page
2. Compensation for years after year one shall be as adjusted by the Contract Documents.

BID PACKAGE D - EXTRAORDINARY CONTRACTOR SERVICES

INSTRUCTIONS:

UNIT PRICES provided must be written out and followed by the numerical amount in parenthesis. Costs for all line items must be provided and the proposal filled out in its entirety.

Bidder shall provide a UNIT PRICE for each line item described herein on a per collection or per Sticker basis as Collection Services and Sticker are defined in the Special Provisions of this bound bid package. The UNIT PRICE shall include all costs, including material, equipment, and labor necessary to complete the work. Failure to provide a UNIT PRICE will be cause for rejection of the proposal.

Unit Price Bid Proposal

LINE ITEM 1: YARDWASTE COLLECTION STICKER BID PRICE¹

_____ DOLLARS
and _____ CENTS PER STICKER (\$) _____ (1)

LINE ITEM 2: WEEKLY ONE CART SOLID WASTE COLLECTION BID PRICE²

_____ DOLLARS
and _____ CENTS PER CART (\$) _____ (2)

NOTES:

1. Line Item 1: Cost on a per Sticker basis to collect additional Yard Waste properly placed at the curb as described in the Special Provisions.
2. Line Item 2: This cost should be reflective of Weekly Solid Waste Collection for any single Solid Waste Stream identified in these Bidding or Contract Documents. Cost should include providing a single Large Collection Cart supplied by the Bidder, weekly Collection, and hauling to specified Solid Waste disposal facility. Cost shall not include any gate, tipping, or disposal fees.

LINE ITEM 3: UNIT BID PRICE FOR YARDWASTE STICKER PROGRAM PER STICKER
(From Line Item (1))

Unit Price \$ _____ (3)
(Insert Unit Price Amount for Bid Package D, Yardwaste Sticker Price on Bid Package Summary on Page 5 of the Bid Form)

LINE ITEM 4: UNIT BID PRICE FOR WEEKLY ONE CART SOLID WASTE COLLECTION
PER COLLECTION
(From Line Item (2))

Unit Price \$ _____ (4)
(Insert Unit Price Amount for Bid Package D, One Cart Solid Waste Collections on Bid Package Summary on Page 5 of the Bid Form)

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1 5.03 Bidder understands that the quantities called for in the Total Extended Price Bid Proposals are
2 subject to increase or decrease, and hereby proposes to perform all quantity of Work, as increased
3 or decreased, in accordance with the Special Provisions at the unit price bid.

4 5.04 Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual
5 quantities determined as provided in the Special Provisions.

6 **ARTICLE 6 – TIME OF COMPLETION**

7 6.01 Bidder agrees that the Work will begin on or before, if mutually agreed upon, the date indicated
8 in the Agreement and Special Provisions.

9 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages, in the event of failure
10 to complete the Work within the times specified in the Agreement and Special Provisions.

11 **ARTICLE 7 – ATTACHMENTS TO THIS BID**

12 7.01 The following documents are submitted with and made a condition of this Bid:

13 A. Exhibit "A" - Small & Emerging Small Business Program Participation Disclosure Form.

14 B. Exhibit "B" - Certificate of Compliance Form.

15 C. Exhibit "C" - Responsible Contractor Compliance Form (RC-1).

16 D. Exhibit "D" - Economic Equity and Inclusion Plan

17 E. Exhibit "E" - Qualifications and Corporate Overview Report

18 F. Exhibit "F" - Health and Safety Plan

19 G. Exhibit "G" - Resource Allocation Plan

20 H. Exhibit "H" - Plan of Operations

21 I. Exhibit "I" - Bid Security in the form of _

22 J. Exhibit "J" - Certificate of Surety

23 K. Completed Appendix E to the Special Provisions - Collection Cart Procurement
24 Worksheet

25 L. Example Annual Report, Outline, or Table of Contents as required by Article 9 Paragraph
26 9.06.B of the Special Provisions.

27 7.02 All bidding documents submitted to the City may be subject to a public records request.
28 Documents that may be proprietary and believed confidential in nature may be submitted as such
29 by the method prescribed in Article 17.03 of the Instruction to Bidders.

1 **ARTICLE 8 – ADDRESS FOR COMMUNICATIONS**

2 8.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

3 A. _____
4 _____
5 _____

6 **ARTICLE 9 – DEFINED TERMS**

7 9.01 The terms used in this Bid with initial capital letters have the meanings stated in Instructions to
8 Bidders, and the Special Provisions.

1 **ARTICLE 10 – BID SUBMITTAL**

2 10.01 This Bid is submitted on the ____ of _____, 20____ by the entity named below.

3

4 If Bidder is:

5

6 An Individual

7

8 By _____ (SEAL)

9

(Individual's name)

10

11 doing business as _____

12

13 Business address: _____

14

15

16 A Partnership

17

18 By _____ (SEAL)

19

(Firm name)

20

21 _____

22

Business

address:

23

24

25

1 A Corporation

2
3 By _____ (SEAL)
4 (Corporation name)

5
6 _____
7 (State of incorporation)

8
9 By _____ (SEAL)
10 (Name of person authorized to sign)

11
12 _____
13 (Title)

14
15
16 (Corporate Seal)

17
18 Attest _____
19 (Secretary)

20
21 Business address: _____

22
23 _____
24

1 A Joint Venture

2
3 By _____ (SEAL)

4 (Name)

5
6 _____
7 (Address)

8
9 By _____ (SEAL)

10 (Name)

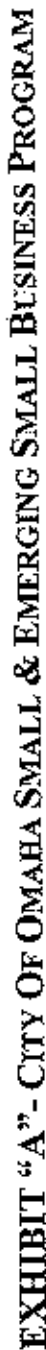
11
12 _____
13 (Address)

14
15 _____
16
17 _____
18
19 NOTE: Each joint venture must sign. The manner of signing for each individual, partnership and
20 corporation that is a party to the joint venture should be in the manner indicated above.

END OF SECTION

ATTACHMENTS TO THIS SECTION

3. Exhibit "A" – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form
4. Exhibit "B" – Certificate of Compliance Form
5. Exhibit "C" – Responsible Contractor Compliance Form (RC-1)
6. Exhibit "D" – Economic Equity and Inclusion Plan
7. Exhibit "E" - Qualifications and Corporate Overview Report Transmittal
8. Exhibit "F" - Health and Safety Plan as defined in the Special Provisions Transmittal
9. Exhibit "G" - Resource Allocation Plan as defined in the Instructions to Bidders Transmittal
10. Exhibit "H" - Plan of Operations as defined in the Special Provisions Transmittal
11. Exhibit "I" – Bid Security as defined in the Instructions to Bidders Transmittal
12. Exhibit "J" – Certificate of Surety as defined in the Instructions to Bidders
13. Completed Appendix E to Special Provisions: Collection Cart Procurement Excel Worksheet
14. Completed Example Annual Report, Outline, or Table of Contents as required by Article 9 Paragraph 9.06.B of the Special Provisions



Participation Disclosure Form

THIS FORM MUST BE SUBMITTED WITH THE BID

NOTICE: This form must be submitted by the General Contractor/Lead Consultant at the time of bid/agreement submission, designating all companies utilized to complete the scopes of work designated as reserved for Program Participants on the Participation Utilization Form attached to the project documentation. The General Contractor/Lead Consultant may utilize SEB Program Participants for additional scopes of work not specified on the Participation Utilization Form, but they may not be substituted for scopes specifically identified by the City on the Participation Utilization Form. Should the below listed SEB Program Participant be determined to be unable to perform successfully or is not performing satisfactorily, the General Contractor/Lead Consultant shall obtain written approval from the Public Works Director or a designee before dismissal/substitution of the Participant. By submitting this form, the General Contractor/Lead Consultant is certifying that it has afforded any/all applicable program participants the opportunity to submit bids/proposals on this project.

certifying that it has afforded any/all applicable program participants the opportunity to submit bids/proposals on this project.				
Identified Scope	Full Name of Participant	Projected Start / Completion Date	Agreed Price	Percentage of Total Contract
TOTAL:				

CERTIFICATION:

CERTIFICATION:

The undersigned certifies that he/she has read, understands, and agrees to be bound by small and/or emerging small business participation utilization requirements, and the other terms and conditions of the Invitation for Bids/Request for Proposals. The undersigned further certifies that he/she is legally authorized to make the statements and representations as to the Participation Utilization requirements and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned will enter into formal agreement(s) with the Participating Companies listed in the above disclosure at the price(s) set forth in this disclosure, conditioned upon execution of a contract/agreement by the undersigned company with the City of Omaha. The undersigned agrees that if any of the representations made regarding utilization of small and/or emerging small business by the General Contractor/Lead Consultant, knowing them to be false, or if there is a failure by the undersigned company to implement the stated agreements, intentions, objectives, goals, and comments set forth herein without prior approval of the Public Works Director or designee, such action shall constitute a material breach of the contract, entitling the City of Omaha to reject the bid/proposal or to terminate the Contract/Agreement for default. The right to so terminate shall be in addition to, and not in lieu of, any other rights or remedies the City of Omaha may have for other defaults under the Contract/Agreement, under City of Omaha's Contract Compliance Ordinance or otherwise.

Signed this _____ day of _____ in the year _____

Signature: _____ Title: _____

Printed Name:

Firm or Corporate Name:

Telephone No.:

Address:

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EXHIBIT B

"CERTIFICATE OF COMPLIANCE"

A Corporate Contractor, in submitting this Proposal, hereby represents that the Corporation has complied with all Nebraska Statutory requirements, which are prerequisite to its being qualified to do business in the State of Nebraska, or that it will take all steps necessary to so qualify, if the successful bidder.

Name of Corporation

Officer

Title

Nebraska Resident Agent

If Foreign Corporation:

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EXHIBIT C

**Responsible Contractor Compliance Form
RC-1**



Regulations:

A. Article IV, Division I of Chapter 10 of the Omaha Municipal Code thereon require:

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). An incomplete or unsigned RC-1 form will make your bid null and void.

2. Filing this Report (please initial in the boxes below):

- ☐ Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.
- ☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).
- ☐ Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).
- ☐ Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.
- ☐ Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.
- ☐ Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature

Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

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EXHIBIT D

ECONOMIC EQUITY AND INCLUSION PLAN

**(Contractor to attach completed plan or certificate of approval in place of this flysheet)
Template Provided as Exhibit B to the Instructions to Bidders.**

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EXHIBIT E

QUALIFICATIONS AND CORPORATE OVERVIEW REPORT TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

Date:

Transmitted here is the Qualifications and Corporate Overview for the Omaha Solid Waste Collections Contract 2021-2031 Bidder identified below.

Submitted by:

Name of Corporation

(Include as many pages as necessary to adequately describe bidder Qualifications and Corporate Overview. This submittal should cover all relevant Qualifications and Corporate Structure/Collateral requested in the Special Provisions of this contract. The Qualifications and Corporate Overview will be considered in the selection of the successful bidder. **Failure to include Qualifications and a Corporate Overview will cause the bid to be deemed non-responsive.**)

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EXHIBIT F

HEALTH AND SAFETY PLAN TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

Date:

Transmitted here is the Health and Safety Plan for the Omaha Solid Waste Collections Contract 2021-2031 Bidder identified below.

Submitted by:

Name of Corporation

(Include as many pages as necessary to adequately describe the Health and Safety Plan for the collection and hauling of Solid Waste in the Omaha Metro. The plan should cover all relevant aspects outlined in the Special Provisions of this contract. The Health and Safety Plan will be considered in the selection of the successful bidder. **Failure to include a Health and Safety Plan will cause the bid to be deemed non-responsive.**)

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EXHIBIT G

RESOURCE ALLOCATION PLAN TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

Date:

Transmitted here is the Resource Allocation Plan for the Omaha Solid Waste Collections Contract 2021-2031 bidder identified below.

Submitted by:

Name of Corporation

(Include as many pages as necessary to adequately describe the Plan for allocating resources for this project. The plan should cover all relevant aspects outlined in the Special Provisions of this contract. The Resource Allocation Plan will be considered in the selection of the successful bidder. **Failure to include a Resource Allocation Plan will cause the bid to be deemed non-responsive.**)

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EXHIBIT H

PLAN OF OPERATIONS TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

Date:

Transmitted here is the Plan of Operation for Omaha Solid Waste Collections Contract 2021-2031 for the Bidder identified below.

Submitted by:

Name of Corporation

(Include as many pages as necessary to adequately describe the Plan of Operation for waste collection and hauling. The plan should cover all relevant aspects outlined in the Special Provisions of this contract. The Plan of Operation will be used in the selection of the successful bidder. **Failure to include a Plan of Operation will cause the bid to be deemed non-responsive.**)

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EXHIBIT I

BID SECURITY TRANSMITTAL FORM

City of Omaha
General Services Division
Public Works Department, 6th Floor
Omaha/Douglas Civic Center
1819 Farnam Street
Omaha, Nebraska 68183

Date:

Transmitted here accompanying this Bid, is a Bid security as required by Article 8 of the Instructions to Bidders within these Bidding Documents in the amount of:

\$ _____

Which is five (5) percent of the lowest TOTAL EXTENDED PRICE for Bid Package A – Solid Waste Collections but not less than Ten Thousand Dollars (\$10,000.00).

Note, if a Bond is issued to serve as Bid Security, that Bid Security must be accompanied by a Certificate of Surety and submitted on the form contained in Exhibit J of this Bid Form.

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EXHIBIT J

CERTIFICATE OF SURETY

If awarded the Contract, our Surety will be

(Name of Surety Company)

of _____

Respectfully submitted,

Signature of Bidder:

(a) If _____ an _____ individual _____ doing
business as: _____

(b) If a Partnership: _____
Member of Firm

Member of Firm

(c) If a Corporation: _____
Name of Corporation

Officer

Title

Witness

ATTEST:

Business Address and Telephone No.:

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Completed Appendix E to Special Provisions: Collection Cart
Procurement Excel Worksheet

(CONTRACTOR TO REMIT COMPLETED WORKSHEET IN PLACE OF THIS
FLYSHEET)

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Completed Example Annual Report, Outline, or Table of Contents as
required by Article 9 Paragraph 9.06.B of the Special Provisions

(CONTRACTOR TO REMIT COMPLETED REPORT, OUTLINE, OR TABLE OF
CONTENTS IN PLACE OF THIS FLYSHEET)

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1 **AGREEMENT**

2
3 THIS AGREEMENT is by and between the City of Omaha, herein after called Owner, and
4 _____,
5 hereinafter called Contractor. Owner and Contractor hereby agree as follows:

6 **ARTICLE 1 – WORK**

7 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the
8 project identified herein.

9 **ARTICLE 2 – THE PROJECT**

10 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as
11 follows: City of Omaha OPW 53407, Omaha Solid Waste Collections Contract 2021-2030, The
12 City of Omaha is seeking a contractor for the curbside collection of residential Solid Waste,
13 which includes Garbage, Recyclables and Yardwaste. This project will be bid in four packages:
14 Bid Package A – Solid Waste Collections, Bid Package B – Collection Carts Procurement and
15 Distribution, Bid Package C – Spring and Fall Cleanup, and Bid Package D – Extraordinary
16 Contractor Services. Costs for all four packages must be included with the bid.

17 **ARTICLE 3 – CONTRACT TIMES**

18 3.01 Time of the Essence

19 A. All times and dates stated in the Contract Documents are of the essence of the Contract.

20 3.02 Contract Times: Dates

21 A. A Notice to Proceed is expected to be delivered on or after June 1, 2019.

22 B. The contractor should be prepared to commence collection operations on or before January
23 1, 2021. Initial contract term shall conclude on December 31, 2030 or ten years after
24 commencement if commenced prior to January 1, 2021. Up to two subsequent five-year
25 extensions may be exercised upon the sole discretion of the Owner. Refer to Article 3
26 Paragraph 3.01 of the Special Provisions for further details.

27 3.03 Liquidated Damages

28 A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01
29 above and that Owner will suffer financial and other losses if the Work is not started
30 within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in
31 accordance with the Contract. The parties also recognize the delays, expense, and
32 difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered
33 by Owner if the Work is not started and completed on time. Accordingly, instead of
34 requiring any such proof, Owner and Contractor agree that liquidated damages for delay
35 (but not as a penalty) shall be governed by Article 10 of the Special Provisions.

36 **ARTICLE 4 – CONTRACT PRICE**

37 4.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract
38 Documents the amounts that follow, subject to adjustment under the Contract:

- 1 A. For all Unit Price Work, an amount equal to the sum of the extended prices (established
2 for each separately identified item of Unit Price Work by multiplying the unit price times
3 the actual quantity of that item) as indicated in the BID FORM:

Bid Packages Selected for Award: _____

4

Total of all Extended Prices from selected Bid Package A Work carried forward from BID FORM (subject to final adjustment based on actual quantities)	\$
Total of all Extended Prices from Bid Package B Work carried forward from BID FORM (subject to final adjustment based on actual quantities)	\$
Total of all Extended Prices from Bid Package C Work carried forward from BID FORM (subject to final adjustment based on actual quantities)	\$
Total Unit Price for Bid Package D, Yardwaste Sticker Program Cost carried forward from BID FORM	\$
Total Unit Price for Bid Package D, One Cart Solid Waste Collections Cost carried forward from BID FORM	\$

5 The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are
6 based on estimated quantities. Estimated quantities are not guaranteed, and determinations
7 of actual quantities and classifications are to be made by Owner. Costs provided in
8 Paragraph 4.01.A of the Agreement are for year one. Prices provided shall be escalated on
9 an annual basis as governed by Article 13 of the Special Provisions.

10 **ARTICLE 5 – PAYMENT PROCEDURES**

11 **5.01 Submittal and Processing of Payments**

- 12 A. Contractor shall submit Applications for Payment in accordance with Article 12 of the
13 Special Provisions. Applications for Payment will be processed by Owner as provided in
14 the Special Provisions.

15 **5.02 Progress Payments; Deductions**

- 16 A. Owner shall make progress payments on account of the Contract Price on the basis of
17 Contractor's Applications for Payment monthly or as agreed to by the Owner during
18 performance of the Work as provided in the Special Provisions, provided that such
19 Applications for Payment have been submitted in a timely manner and otherwise meet the
20 requirements of the Contract.

B. Owner may deduct Liquidated Damages from payment due in accordance with Article 10 of the Special Provisions.

5.03 Year One (1) Contract Payments

A. Owner, depending on contract commencement date, anticipates that solid waste collection services for the first year may exceed the City's budgeted amount, because the budgeting process occurs prior to the execution of this Contract. If Owner and Contractor agree to commence services prior to January 1, 2021, then payment for remuneration earned by Contractor, in excess of the City's budgeted amount, will be deferred. Deferred amounts will earn interest at the rate of 3%, commencing on the first of the month following the date of the invoice for which the remuneration was earned, until such time that the deferred amounts have been paid.

ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including the Addenda listed in Article 7), and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has considered the information known to Contractor itself; information commonly known to Contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner through issued addendum or addenda which is acceptable to Contractor, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by Owner, because of insufficient time or otherwise, Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

- 1 G. The Contract Documents are generally sufficient to indicate and convey understanding of
2 all terms and conditions for performance and furnishing of the Work.
- 3 H. Contractor's entry into this Contract constitutes an incontrovertible representation by
4 Contractor that without exception all prices in the Agreement are premised upon
5 performing and furnishing the Work required by the Contract Documents.
- 6 I. Contractor does hereby state, warrant and covenant that it has not retained or employed
7 any company or person, other than bona fide employees working for said Contractor, to
8 solicit or secure this Contract, and that it has not paid or agreed to pay any company or
9 person, other than bona fide employees working solely for Contractor, any fee,
10 commission, percentage, brokerage fee, gifts or any other consideration contingent upon or
11 resulting from the award or making of this Contract. For breach or violation of this
12 statement, warrant and covenant, Owner shall have the right to annul this Contract without
13 liability.

14 **ARTICLE 7 - CONTRACT DOCUMENTS**

15 **7.01 Contents**

- 16 A. The Contract Documents consist of the following:
- 17 1. This Agreement (pages 1 to 14, inclusive).
- 18 2. Performance, Payment, and Guarantee bond (pages 1 to 3, inclusive)
19 (Attachment A-3 to this Agreement).
- 20 3. Special Provisions as listed in the table of contents of the Bid Documents.
- 21 4. Addenda (numbers ___ to ___, inclusive).
- 22 5. Attachments to this agreement (pages A-1-1 to A-2-1, inclusive).
- 23 6. Documentation submitted by Contractor prior to Notice of Award (pages to
24 inclusive).
- 25 7. Exhibits to this Agreement (enumerated as follows):
- 26 a. Contractor's Health and Safety Plan submitted with Bid (pages ___ to ___,
27 inclusive).
- 28 b. Contractor's Plan of Operations submitted with Bid (pages ___ to ___, inclusive).
- 29 8. The following which may be delivered or issued on or after the Effective Date of the
30 Contract and are not attached hereto:
- 31 a. Notice to Proceed.
- 32 b. Work Change Directives.
- 33 c. Change Orders.
- 34 B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as
35 expressly noted otherwise above).
- 36 C. There are no Contract Documents other than those listed above in this Article 7.
- 37 D. The Contract Documents may only be amended, modified, or supplemented as mutually
38 agreed upon in writing between the Contractor and Owner.
- 39

1 **ARTICLE 8 – MISCELLANEOUS**

2 **8.01 Terms**

3 A. Terms used in this Agreement will have the meanings stated in the Instruction to Bidders
4 and the Special Provisions.

5 **8.02 Assignment of Contract**

6 A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of
7 any rights under or interests in the Contract will be binding on another party hereto
8 without the written consent of the party sought to be bound; and, specifically but without
9 limitation, money that may become due and money that is due may not be assigned
10 without such consent (except to the extent that the effect of this restriction may be limited
11 by law), and unless specifically stated to the contrary in any written consent to an
12 assignment, no assignment will release or discharge the assignor from any duty or
13 responsibility under the Contract Documents.

14 **8.03 Successors and Assigns**

15 A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to
16 the other party hereto, its successors, assigns, and legal representatives in respect to all
17 covenants, agreements, and obligations contained in the Contract Documents.

18 **8.04 Severability**

19 A. Any provision or part of the Contract Documents held, by any court of competent
20 jurisdiction, to be void or unenforceable shall be deemed stricken, and all remaining
21 provisions shall continue to be valid and binding upon Owner and Contractor, who agree
22 that the Contract Documents shall be reformed to replace such stricken provision or part
23 thereof with a valid and enforceable provision that comes as close as possible to
24 expressing the intention of the stricken provision.

25 **8.05 Contractor's Certifications**

26 A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive
27 practices in competing for or in executing the Contract. For the purposes of this Paragraph
28 8.05:

29 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of
30 value likely to influence the action of a public official in the bidding process or in the
31 Contract execution;

32 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to
33 influence the bidding process or the execution of the Contract to the detriment of
34 Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c)
35 to deprive Owner of the benefits of free and open competition;

36 3. "collusive practice" means a scheme or arrangement between two or more Bidders,
37 with or without the knowledge of Owner, a purpose of which is to establish Bid prices
38 at artificial, non-competitive levels; and

39 "coercive practice" means harming or threatening to harm, directly or indirectly,
40 persons or their property to influence their participation in the bidding process or affect
41 the execution of the Contract.

1 8.06 Access to Work

- 2 A. Owner, its officers, employees, agents and representatives, at all times shall have access to
3 the Work whenever it is in preparation or progress, and Contractor shall provide proper
4 facilities for such access and inspection by them.

5 8.07 Indemnification

- 6 A. The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and
7 hold harmless the City, its officers, directors and employees (collectively, City) against all
8 damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the
9 extent caused by the Contractor's negligent performance of services under this Agreement
10 and that of its subcontractors or anyone for whom the Contractor is legally liable. The
11 City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the
12 Contractor, its officers, directors, employees and subcontractors (collectively, Contractor)
13 against all damages, liabilities or costs, including reasonable attorney's fees and defense
14 costs in connection with the Project, to the extent caused by the City's negligent acts or the
15 negligent acts of anyone for whom the City is legally liable. Neither the City nor the
16 Contractor shall be obligated to indemnify the other party in any matter whatsoever for the
17 other party's own negligence.

18 8.08 Unemployment Compensation Fund Payment

- 19 A. Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska,
20 unemployment contributions and interest due under the laws of the State of Nebraska on
21 wages paid to individuals employed in the performance of this Contract, and shall submit
22 to Owner a written clearance from the Commissioner of Labor of the State of Nebraska
23 certifying that all payment due of contributions and interest which may have arisen under
24 this Contract have been paid by Contractor, or its Subcontractor, to the State of Nebraska
25 Unemployment Compensation Fund. Payment of the final three percent (3%) of the total
26 amount of the Contract shall be withheld until this provision has been complied with as
27 required by Section 48-657 R.R.S. 1943, as amended.

- 28 B. Contractor shall submit, when requested, evidence satisfactory to Owner that all payrolls,
29 material bills, and other indebtedness pertaining to the aforesaid work have been paid.

30 8.09 Discrimination

- 31 A. Contractor shall not, in the performance of this Contract, discriminate or permit
32 discrimination against any person because of race, color, creed, religion, sex, marital
33 status, sexual orientation, gender identity, national origin, age, or disability in violation of
34 Federal or State Statutes or Local Ordinances, and further Contractor shall comply with
35 Article V of Chapter 10 of the Omaha Municipal Code pertaining to Civil Rights and
36 Human Relations.

37 1. During the performance of this Contract, the Contractor agrees as follows:

- 38 a. The Contractor shall not discriminate against any employee or applicant for
39 employment because of race, religion, color, marital status, sex, age, sexual
40 orientation, gender identity, disability or national origin. The Contractor shall ensure
41 that applicants are employed and that employees are treated during employment
42 without regard to their race, religion, color, sex, sexual orientation, gender identity,
43 or national origin. As used herein, the word "treated" shall mean and include, without
44 limitation, the following: recruited, whether by advertising or by other means;
45 compensated; selected for training, including apprenticeship; promoted; upgraded;
46 demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to

1 and shall post in conspicuous places, available to employees and applicants for
2 employment, notices to be provided by the contracting officers setting forth the
3 provisions of this nondiscrimination clause.

4 b. The Contractor shall, in all solicitations or advertisements for employees placed by or
5 on behalf of the Contractor, state that all qualified applicants will receive
6 consideration for employment without regard to race, religion, color, sex, sexual
7 orientation, gender identity, or national origin, age, disability.

8 c. The Contractor shall send to each representative of workers with which he has a
9 collective bargaining agreement or other Contract or understanding a notice advising
10 the labor union or workers' representative of the Contractor's commitments under the
11 equal employment opportunity clause of the Owner and shall post copies of the
12 notice in conspicuous places available to employees and applicants for employment.

13 d. The Contractor shall furnish to the human rights and relations director all federal
14 forms containing the information and reports required by the federal government for
15 federal contracts under federal rules and regulations, including the information
16 required by sections 10-192 to 10-194, inclusive, and shall permit reasonable access
17 to his records. Records accessible to the human rights and relations director shall be
18 those which are related to paragraphs (1) through (7) of this subsection and only after
19 reasonable notice is given the contractor. The purpose of this provision is to provide
20 for investigation to ascertain compliance with the program provided for herein.

21 e. The Contractor shall take such actions with respect to any subcontractor as the Owner
22 may direct as a means of enforcing the provisions of paragraphs (1) through (7)
23 herein, including penalties and sanctions for noncompliance; however, in the event
24 the Contractor becomes involved in or is threatened with litigation as the result of
25 such directions by the Owner, the Owner will enter into such litigation as is necessary
26 to protect the interests of the Owner and to effectuate the provisions of this division;
27 and, in the case of contracts receiving federal assistance, the Contractor or the Owner
28 may request the United States to enter into such litigation to protect the interests of
29 the United States.

30 f. The Contractor shall file and shall cause his subcontractors, if any, to file compliance
31 reports with the Contractor in the same form and to the same extent as required by
32 the federal government for federal contracts under federal rules and regulations. Such
33 compliance reports shall be filed with the human rights and relations director.
34 Compliance reports filed at such times as directed shall contain information as to the
35 employment practices, policies, programs and statistics of the Contractor and his
36 subcontractors.

37 g. The Contractor shall include the provisions of paragraphs (1) through (7) of this
38 section, "equal employment opportunity clause," and section 10-193 in every
39 subcontract or purchase order so that such provisions will be binding upon each
40 subcontractor or vendor.

1 8.10 Employment Under Public Contracts, LB 403, Approved by the Governor April 8, 2009

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

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

20 8.11 Payment of Workman's Compensation

21 A. Contractor shall procure a policy, or policies, or insurance which shall guarantee payment
22 of compensation according to the Workmen's Compensation Laws of Nebraska for all
23 workmen injured in the scope of employment; and further agrees to keep said policy, or
24 policies, in full force and effect throughout the terms of this Contract. In addition, all other
25 insurance in any way required of Contractor shall be procured by Contractor and kept in
26 force by Contractor throughout the term of this Contract. Certificate or certificates of
27 insurance, or copies of policies, if required by any Department of the City of Omaha, shall
28 be filed by Contractor with the Public Works Department of the City of Omaha.

29 8.12 Financial Interest in City Contracts

30 A. Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected
31 official or any officer or employee of the City shall have a financial interest, direct or
32 indirect, in any City contract. A violation of that section with the knowledge of Contractor,
33 in addition to constituting employee malfeasance, shall be cause for Owner to unilaterally
34 terminate or void this Agreement.

35 8.13 Payment of Employee and Mechanics Claims

36 A. Contractor shall pay all just claims due for the payment of all employees and mechanics
37 for labor that shall be performed, for the payment of all material and equipment furnished,
38 and for the payment of material and equipment rental which is actually used or rented in
39 the performance of the Contract.

40 8.14 Employee Classification Act Provision

41 A. Contractor and each Subcontractor who performs construction or delivery services
42 pursuant to this Contract shall submit to Owner an affidavit attesting that (1) each
43 individual performing services for such Contractor is properly classified under the
44 Nebraska Employee Classification Act, 2010 LB 563 ("Act"), (2) such Contractor has
45 completed Federal I-9 Immigration Form and has such form on file for each employee

performing services, (3) such Contractor has complied with Nebraska Rev. Stat. Section 4-114 (Federal Immigration Verification System), (4) such Contractor has no reasonable basis to believe that any individual performing services for such Contractor is an undocumented worker, and (5) as of the time of the contract, such Contractor is not barred from contracting with the State or any political subdivision pursuant to the Act. Contractor shall follow the provisions of the Act. A violation of the Act by Contractor is grounds for rescission of the Contract by Owner. A copy of the form Affidavit For Employee Classification Act is provided in Attachment A-2.

8.15 Contract Amendments

- A. The parties hereto acknowledge that, as of the date of the execution of this Agreement, Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to contracts or purchases which taken alone increases the original bid price as awarded (a) by ten percent, if the original bid price is one hundred fifty thousand dollars (\$150,000) or more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the City Council in advance of the acceptance of any purchase in excess of such limits or the authorization of any additional work in excess of such limits. However, neither contract nor purchase amendments will be split to avoid advance approval of the City Council.

8.16 Contractor's Insurance

- A. The Contractor shall carry general liability insurance to indemnify the public for injuries sustained by reason of carrying on the work. The coverage shall provide the following minimum limits unless this amount is modified by the Special Provisions:

Bodily Injury	
Each Person	\$1,000,000
Each Occurrence	\$5,000,000
Aggregate Products and Completed Operations	\$5,000,000

Property Damage	
Each Occurrence	\$500,000
Aggregate	\$1,000,000

and shall name the City as additional insured with the Contractor. Attention is drawn to the *City of Omaha Standard Specifications for Public Works Construction, 2014 Edition*, for further details.

8.17 Severability

- A. If any provision contained in this Agreement is held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired.

1 IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One
2 counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract
3 Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer
4 on their behalf.

5 This Agreement will be effective on _____, 20_____ (which is the Effective
6 Date of the Contract).

OWNER:

CONTRACTOR:

City of Omaha

By: _____

By: _____

Title: Jean Stothert, Mayor

Title: _____

*(If CONTRACTOR is a corporation, a partnership, or
a joint venture, attach evidence of authority to sign.)*

Attest: _____

Attest: _____

Title: Elizabeth Butler, City Clerk

Title: _____

Address for giving notices:

Address for giving notices:

1819 Farnam Street, Suite LC 1

Omaha, NE 68183

License No.: _____

(where applicable)

*NOTE: If Owner is a corporation, attach evidence of
authority to sign. If Owner is a public body, attach evidence of
authority to sign and resolution or other documents
authorizing execution of this Agreement.*

*NOTE: If Contractor is a corporation, a partnership, or a
joint venture, attach evidence of authority to sign.*

END OF SECTION

ATTACHMENTS TO THIS SECTION

1. Attachment A-1 – Equipment Assessment Certification
2. Attachment A-2 – Affidavit for Employee Classification Act
3. Attachment A-3 – Performance, Payment, and Guarantee Bond

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TO THE CITY OF OMAHA:

ATTACHMENT A-1

EQUIPMENT ASSESSMENT CERTIFICATION

Undersigned hereby certifies that all equipment to be used by undersigned in the performance of the contract pertaining to the project for:

and pursuant to Contract between undersigned and the City of Omaha has been assessed for taxation for the current year, except as to equipment acquired since the assessment date. Said equipment has been assessed in _____ County _____ State.

The Certificate above is submitted pursuant to the requirements of Section 77-1323, Reissue Revised Statutes of Nebraska, 1943, as amended.

The Contractor further certifies that all non-salvaged material removed from the project will be disposed of at the following approved and permitted location(s):

The City must be informed of any additions or changes in such location(s).

Contractor's Name A(n) _____
(Specify: Corporation, Partnership, or Individual)

By: _____
(Title, specify: President, Partner, or Owner)

Attest: _____
Secretary (if corporation)

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

_____ and _____

being first duly sworn on oath depose and say that they are President and Secretary, respectively, of

a _____; that they have read the foregoing Certificate, know its contents, and the same are true.

SUBSCRIBED and sworn to before me this _____ day _____ A.D. 20 _____.

My Commission Expires

Notary Public

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ATTACHMENT A-2

AFFIDAVIT FOR EMPLOYEE CLASSIFICATION ACT

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

I, _____, being first duly sworn under oath, state and depose as follows:

1. I am competent to testify to, and have personal knowledge of, the matters stated in this affidavit.

2. I am (a contractor) (the authorized agent of the contractor _____). I attest to the following: (a) each individual performing services for such contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 ("the Act"), (b) such contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (c) such contractor has complied with Neb. Rev. Stat. Section 4-114 (federal immigration verification system), (d) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker, and (e) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to the Act.

FURTHER AFFIANT SAYETH NAUGHT:

Affiant

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public

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ATTACHMENT A-3

PERFORMANCE, PAYMENT AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS: That we

hereinafter called Principal, and

hereinafter called Surety, are held and firmly bound to the City of Omaha and hereby jointly and severally bind ourselves, executors, administrators, personal representative, successors, and assigns to the City of Omaha, a Municipal Corporation of the Metropolitan Class in the State of Nebraska, hereinafter called City, in the penal sum of

_____ Dollars (\$ _____)
lawful money of the United States of America, to be paid to the City for the payment whereof the Principal and Surety hold themselves, their heirs, executors, administrators, personal representatives, successors and assigns jointly and severally by these presents.

WHEREAS, The Principal is about to enter, or has entered, into a written Contract with the City for the performance by the Principal of Omaha Solid Waste Collections Contract 2021-2030 also referred to as Project No OPW 53407 which Contract is made a part hereof by reference thereto the same as though fully set forth herein;

NOW, THEREFORE, the conditions of this obligation are such that:

FIRST: If the Principal shall faithfully perform the Contract on his or its part, shall satisfy all claims and demands incurred for the same, shall fully indemnify and save harmless the City from all cost and damage which said City may suffer by reason of failure so to do, and shall fully reimburse and repay said City all outlay and expense which said City may incur in making good any such default; and,

SECOND: The Principal shall indemnify, defend and save harmless the City of Omaha, its officers, employees, and agents from all claims, suits, or actions of every kind and character made upon or brought against the said City of Omaha, its officers, employees and agents, for or on account of any injuries and damages received or sustained by any party or parties by or from the acts or omissions of the said Contractor or his or its servants, agents, and subcontractors, in performing under said Contract, or by or in consequence, or by or on account of any act or omission of said Contractor or his or its servants, agents, and subcontractors, and also from all claims of damage for infringement of any patent in fulfilling said Contract; and,

THIRD: The Principal and Surety on this Bond hereby agree to pay all persons, firms or corporations having contracts directly with the Principal or with subcontractors, all just claims due them for the payment of all laborers and mechanics for labor that shall be performed, for the payment of all material and equipment furnished, and for the payment of material and equipment rental which is actually used or rented in the performance of the Contract on account of which this Bond is given; and,

FOURTH: Principal and Surety are jointly and severally liable under the provisions hereof and action against either or both may proceed without prior action against the other, and both may be joined in one action; and,

Then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

Any Surety on this Bond shall be deemed and held, any Contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the Principal in which to perform the Contract, or extensions of the term of the Contract.
2. To any change in the specifications and/or plans or Contract, including yearly Consumer Price Index adjustments as provided by the Contract.

SIGNED AND SEALED THIS _____ day of _____, 20 ____.

IN PRESENCE OF: _____

By: _____
Name*

Title: _____
Address

COUNTERSIGNED: (Attach Corporate Resolution of Principal Authorizing Execution)

Resident Agent* _____

Company Name _____ Surety

By: _____
Address Attorney in Fact

City _____ State _____ Zip _____

APPROVED AS TO FORM: *Instruction: Type names of persons under each signature.

City Attorney _____

**SPECIAL PROVISIONS
FOR
OMAHA SOLID WASTE COLLECTIONS CONTRACT 2021-2030
WHICH INCLUDES
BID PACKAGE A – SOLID WASTE COLLECTIONS;
BID PACKAGE B – COLLECTION CARTS;
BID PACKAGE C – SPRING AND FALL CLEANUP; AND
BID PACKAGE D – EXTRAORDINARY CONTRACTOR SERVICES**

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1 **ARTICLE 1 – PURPOSE AND SCOPE**

2 By Nebraska State Statute section 13-2020 (4), the City of Omaha (hereafter called City) is responsible
3 for the collection of Solid Waste which includes Garbage, Yardwaste, and Recyclables from residential
4 households within its City limits. This will include not only curbside collection but also collection from
5 approved alleys and house side for residents requiring Special Collections.

6 **1.01 Bid Package A – Solid Waste Collections:**

7 A. The Contractor shall be responsible for the collection, transportation, and delivery of Solid
8 Waste from residential households within the incorporated city limits. Transportation and
9 delivery will be to the City's designated facility for each waste stream identified. It is the
10 intent of this contract that the Contractor shall supply all buildings, land, labor, equipment,
11 materials and supplies necessary to safely collect, transport, and deliver Garbage,
12 Yardwaste, and Recyclable materials to the City's designated facility for each identified
13 waste stream. The Contractor will be required to maintain a rolling fleet such that fleet
14 characteristics will meet those required by the City.

15 B. As part of this Contract, the City shall require the Contractor to maintain equipment in a
16 manner that will ensure a waste collection infrastructure which includes collection carts
17 for automated collections (automated refers to both automated and semi-automated
18 collections throughout). As such, the Contractor will be responsible for the ongoing
19 maintenance of such collection cart infrastructure. Contractor shall be responsible for the
20 procurement, assembly, and deployment of any collection carts required as replacement
21 for any carts which are no longer functional due to damage, whether covered by a
22 manufacturer's warranty or not, not related to normal use. In addition, the Contractor shall
23 be responsible for the retrieval and disposal or recycle of damaged carts.

24 C. In summary, the City has requested, and the Contractor has submitted, bids for two
25 alternatives under this bid package further defined below.

26 1. Alternate 1 – Weekly Garbage, Weekly Yardwaste (April – November), Weekly
27 Recycling:

28 a. For this alternative the Contractor is to provide weekly collection of Garbage at
29 residential curbside, alley, or designated location for Special Collections as
30 necessary. In addition, the Contractor is to provide separate weekly Yardwaste
31 collection for a time period of no less than 35 weeks generally starting the first
32 Monday in April and continuing through the week following the Thanksgiving
33 holiday. Recyclable collection as part of this standard alternative is to be weekly
34 and run year round. Contractor has also submitted a price for bi-weekly recyclable
35 collection (noted on the Bid Form as Alternate 1A). All materials collected shall
36 be transported and delivered to the City's designated facility for each identified
37 waste stream. Note this alternative will result in a Base Level of Service of three
38 (3) total Collection Carts (one each for the following Solid Waste Streams;
39 Garbage, Yardwaste, and Recyclables).

40 2. Alternate 2 – Commingled Weekly Garbage and Yardwaste Collection, Weekly
41 Recycling:

42 a. For this alternative the Contractor is to provide weekly collection of commingled
43 Garbage and Yardwaste (two (2) total Collection Carts) at residential curbside,
44 alley, or designated location for Special Collections as necessary. Recyclable

collection as part of this standard alternative is to be weekly and run year round. Contractor has also submitted a price for bi-weekly recyclable collection (noted on the Bid Form as Alternate 2A), and weekly one cart commingled Garbage and Yardwaste collection (noted on the Bid Form as Alternate 2B). All materials collected shall be transported and delivered to the City's designated facility for each identified waste stream. Note this Alternate will result in a Base Level of Service of three (3) total Collection Carts (two (2) for commingled Garbage and Yardwaste, and one (1) for Recyclables) unless Alternate 2B is selected then the Base Level of Service shall be two (2) total Collection Carts (one (1) for commingled Garbage and Yardwaste and one (1) for Recyclables).

1.02 Bid Package B -- Collection Carts:

- A. The City of Omaha is seeking to modernize Solid Waste collection services with standardized wheeled receptacles hereafter referred to as carts. The Contractor shall be responsible for procuring and deploying Collection Carts sufficient to provide the selected Base Level of Service to City residents as described herein. Residents shall receive the Base Level of Service Large Carts upon initial deployment with the option to opt-out or exchange the Large Carts for Small Carts. Large Carts shall be identical to each other with different colored lids signifying each individual waste stream. Small Carts shall be identical to each other with different colored lids signifying each individual waste stream. The Contractor shall be responsible for deployment of Small Carts and retrieval of Large Carts in the event the resident requests an exchange. The Contractor shall be responsible for retrieval of Large Carts in the event the resident opts-out of service collection following initial deployment. Exchange procedures and timeframes are defined further below.

1.03 Bid Package C -- Spring and Fall Cleanup:

- A. The Contractor shall be required to provide at a minimum 25 collection trucks with drivers and four (4) rolloff trucks with twelve (12) 30 cubic yard rolloff containers for Spring and Fall Cleanup events at locations pre-determined by the City. Spring and Fall cleanups shall consist of approximately ten (10) events total (estimated 6 for spring and 4 for fall). Contractor shall be responsible for supplying both the collection trucks and qualified drivers as defined in these Special Provisions.

1.04 Bid Package D -- Extraordinary Contractor Services:

- A. The Contractor will be required to administer and operate an Extraordinary Services Program which shall be made available to the residents of the City of Omaha at the time of contract commencement and for the duration of the contract term, including options exercised. The Extraordinary Services Program shall provide for additional curbside collection and hauling services for Solid Wastes beyond the Base Level of Service selected from Bid Package A. The extraordinary services to be provided by the Contractor for this Bid Package D, shall be at the sole cost of the City of Omaha Residents who have selected and agreed to purchase these services, at the Unit Prices indicated on the Agreement which shall be subject to annual escalations as defined herein. Note that collected Solid Wastes must be taken to the City-designated facilities and that the costs shall at no time include the cost of disposal as that cost is covered by the City. The extraordinary services of Bid Package D shall include the curbside collection of one Collection Cart, in addition to the Base Level of Service provided by Bid Package A, for any Solid Waste stream available to City residents, and a Yardwaste Sticker program for

the collection of Yardwaste volumes in excess of the Base Level of Service provided by Bid Package A. The Collection Cart used for purposes of Bid Package D, shall be provided by the Contractor at no cost to the City. See Article 6 of these Special Provisions for more information regarding this extraordinary service. Yardwaste, which has been properly prepared and contains a collection Sticker purchased by the resident, must be collected. See Article 6 of these Special Provisions for more information regarding the Sticker Program.

ARTICLE 2 – DEFINITIONS

2.01 Alternative Fuel – Vehicles using fuels that provide a comparative environmental benefit at the point of use in contrast to the emissions of existing gas/diesel technologies. Alternative fuels for purposes of this contract shall include, compressed natural gas (CNG), hydrogen, bio-diesel, bio-alcohols (methanol, ethanol, and butanol), propane, electricity, and other biomass sources.

2.02 Approved Alley – Any alley determined by the City to be in substantial compliance with the following minimum standards:

- A. Four (4) inches of one and one-half (1½) inch crushed rock graded surface or equivalent.
- B. Ten (10) feet nominal width clearance.
- C. Proper drainage.
- D. Thirteen (13) foot overhead clearance.
- E. Sufficient width at intersection with street or other alley to provide safe turning radius. Where turning radius at the intersection of two (2) alleys is insufficient, the alleys may be required to be collected as two (2) dead end alleys or one (1) straight through alley and one (1) dead end alley.

2.03 Automated Collection – Collection vehicles equipped to allow for solid waste collection from standardized carts without the driver exiting the cab, and without the need for a helper in addition to the driver.

2.04 Base Level of Service – Number of Collection Carts provided per Residential Service Address as selected for Award from the Bid Package A Alternatives outlined in Article 1 of these Special Provisions and further below:

- A. For Bid Package A Alternate 1: Three (3) total Collection Carts, one (1) Collection Cart each for the following Solid Waste Streams; Garbage, Yardwaste, Recyclables.
- B. For Bid Package A Alternate 1A: Three (3) total Collection Carts, one (1) Collection Cart each for the following Solid Waste Streams; Garbage, Yardwaste, Recyclables.
- C. For Bid Package A Alternate 2: Three (3) total Collection Carts, two (2) Collection Carts for commingled Garbage and Yardwaste, and one (1) Collection Cart for Recyclables.
- D. For Bid Package A Alternate 2A: Three (3) total Collection Carts, two (2) Collection Carts for commingled Garbage and Yardwaste, and one (1) Collection Cart for Recyclables.
- E. For Bid Package A Alternate 2B: Two (2) total Collection Carts, one (1) Collection Cart for commingled Garbage and Yardwaste, and one (1) Collection Cart for Recyclables.
- F. For Bid Package A Alternate 2A in combination with Alternate 2B: Two (2) total Collection Carts, one (1) Collection Cart for commingled Garbage and Yardwaste, and one (1) Collection Cart for Recyclables.

- 1 2.05 **Bidder** – Any legal entity who submits a bid for consideration to become the Contractor.
- 2 2.06 **City** – Shall mean the City of Omaha, a municipal corporation of the State of Nebraska.
- 3 2.07 **Collection Services** – The Contractor shall pickup and remove properly prepared materials as
4 defined here and in these Special Provisions:
- 5 A. Residence – Fitting one of these categories 1) single family detached home; 2) one half of
6 a duplex; 3) townhouse homes where a common wall separate three or more units; and 4)
7 mobile homes. There shall be collection of Solid Waste from Residential Units, at the
8 Base Level of Service as selected from the Bid Alternatives.
- 9 B. Apartment Building – All buildings with separate, individual living quarters for three (3)
10 or four (4) family apartment units. Apartment Buildings shall receive two (2) times the
11 base level of service (carts) as selected from the Bid Alternatives. There shall be no
12 collection of any Solid Waste from apartment buildings other than those as defined in the
13 immediately preceding sentence.
- 14 C. Approved Group Dwelling Unit – Collection of Solid Waste from group dwelling units
15 will occur only where there has been granted, following application, a special collection
16 permit for such *group dwelling unit*. The permit will be granted only where it is
17 established that conditions set by the city have been met. All buildings as defined herein
18 that shall receive two (2) times the Base Level of Service (carts) as selected from the Bid
19 Alternatives. Collection for approved Group Dwelling Units does not include Yardwaste.
- 20 D. Commercial Establishment – All property not built or intended for habitation.
21 Commercial Establishment shall also mean commercial businesses, industrial
22 establishments, schools, hospitals, city facilities, charitable institutions, hotels, motels and
23 apartment buildings with greater than four (4) units which have not been designated as an
24 approved group dwelling unit or as designated by the Public Works Director. There shall
25 be no collection of any business related Solid Waste from commercial establishments. At
26 the direction of the Public Works Director or the Director's designee, commercial
27 establishments that have a properly zoned associated residential space may receive
28 Garbage and Recyclable collection for Solid Waste resulting from the residential
29 occupancy.
- 30 E. Vacant Lots - All property without a structure intended for habitation. There shall be no
31 collection of Solid Waste from vacant lots.
- 32 2.08 **Collection Cart** – Shall be any receptacle specifically designed for the automated or
33 semi-automated collection of Solid Waste meeting the needs of durability, and ease of use for the
34 collector and the resident.
- 35 2.09 **Contract** – Shall mean the document entitled "Contract" and all contents of the bid package
36 executed by the parties for the Omaha Solid Waste Collections Contract 2021-2030, OPW
37 53407, including but not limited to these Special Provisions, the Notice to Bidders and
38 Instructions to Bidders, the Bidder's responses, and all addenda, attachments, lawfully executed
39 change orders, and other items herein incorporated by reference and the proceedings of the City
40 Council related to the aforementioned items. The Contract may also be referred to occasionally
41 herein as the "Agreement."
- 42 2.10 **Contractor** – Shall mean the successful bidder who is awarded this Contract for "Omaha Solid
43 Waste Collections Contract 2021-2030, OPW 53407"

- 2.11 **Garbage** – General Solid Waste generated as a result of residential activity including the organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparations of meats, fish, fowl, fruits and vegetables; and may include paper, plastic, tin cans, bottles, glass containers, rags, ashes, waste from household repairs, sawdust, paper sacks, boxes, packing materials and similar materials. Garbage shall also include pet wastes that are contained double bagged and included with properly prepared Garbage. Garbage does not include recyclable materials in or near a recycling bin, nor these special wastes including, automotive batteries, tires, white goods, sewage, dirt, Yardwaste (if separately collected), liquids in containers, explosive materials, flammable liquids, compressed gas cylinder, or dead animals. Excluded material shall also include any landfill prohibited material as defined by the State of Nebraska.
- 2.12 **Group Dwelling Unit (GDU)** – Boarding houses, firehouses or apartment buildings which have separate, individual, living quarters for five (5) or more family units.
- 2.13 **Holidays** – The holidays to be observed by the Solid Waste contract are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Observing the holiday means that collection is delayed, not eliminated. The contractor shall observe no additional holidays without the prior approval of Public Works Director.
- 2.14 **Landfill** – A facility with a valid permit issued by the State of Nebraska to accept non-hazardous Solid Waste. For the purposes of this Contract, the term Landfill shall mean Pheasant Point Landfill at 216th Street and Highway 36.
- 2.15 **Large Cart** – Shall refer to a collection cart as defined with a capacity between 90 and 100 gallons.
- 2.16 **Local Manager** – A local, authorized managing agent for the Contractor upon whom all notices may be served from the City of Omaha for the term of the contract and any extensions. This person shall be named at least sixty (60) days prior to the start-up of this Contract.
- 2.17 **Material** – Refers to the items specifically covered by each individual contract and is specified to the contract.
- 2.18 **Missed Collections** – Service that is incomplete due to inclement weather or Contractor error. See also Service Deficiencies.
- 2.19 **Public Agency** – Any governmental body or organization directed by elected officials organized and operating in the State of Nebraska.
- 2.20 **Public Works Director** – The Chief Executive Officer of the City of Omaha's Public Works Department or the Director's authorized representative. The Public Works Director or the Director's designee is the City's sole negotiator regarding all matters pertaining to this Contract.
- 2.21 **Reasonably Accessible** – Shall mean that the Contractor must be able to park the collection vehicle within five (5) feet of the curbside location of the Collection Cart, Special Collection customers excepted, and the Contractor must be provided with unobstructed access to grab the Collection Cart with an automated arm lifters/tipper on the collection vehicle. For semi-automated collection Reasonably Accessible shall mean that the Contractor must be able to park the collection vehicle within five (5) feet of the curbside location of the Collection Cart, special collection customers excepted, and the Contractor must be provided with an unobstructed

walkway to the Collection Carts. When Collection Cart is placed within five (5) feet of curbside but is otherwise inadvertently blocked (i.e. car parked), Contractor must physically maneuver Collection Cart so that it can be collected and subsequently replaced curbside without blocking driveways or right of way.

2.22 **Recyclable materials** – As used herein shall include items specified below. The list of Recyclables may be altered, from time to time, by mutual agreement between the Recyclable Processing Contractor and the Public Works Director. All changes in Recyclables will be communicated to the Contractor in writing.

- A. Polyethylene Terephthalate (Identified by SPC code 1, PETE or PET), food, beverage, cleaning, and personal care product containers with a screw top closure. Also thermoformed PETE containers commonly used in deli containers.
- B. High Density Polyethylene (Identified by SPC code 2, HDPE), food, beverage, cleaning, and personal care product containers with a screw top or snap top closure.
- C. Vinyl (Identified by SPC code 3, V or PVC) personal care or cleaning product containers with a screw top or snap top closure. Also thermoformed PVC containers commonly used for blister pack containers of dry goods.
- D. Polypropylene (Identified by SPC code 5, PP) food, beverage, cleaning, and personal care product containers with a screw top or snap top closure.
- E. Gable top and aseptic containers made from paper and/or multi-layer air tight packaging system for food, beverage, and select other items.
- F. Steel Cans, including aerosol containers where the primary product has been consumed leaving only the propellant in the container, and may have held food, beverage, cleaning, paint or personal care products.
- G. Aluminum Cans, including aerosol containers where the primary product has been consumed leaving only the propellant in the container, and may have held food, beverage, cleaning, paint or personal care products.
- H. News Print including glossy and matte finish fiber components of the daily newspaper.
- I. Corrugated Cardboard and Kraft Paper used for shipping boxes and paper grocery bags.
- J. Residential Mixed Paper including but not be limited to: direct mail, office, ledger, magazines, phonebooks, and paperboard.

2.23 **Recycling Processing Facility** – The general term used in this contract to describe a facility where mixed Recyclables are received, sorted, and processed for end markets. This may also refer to a type of transfer station where minimal processing occurs and the primary intent is to load large quantities of mixed Recyclables for transfer to a processing facility located some distance from Omaha in order to take advantage of underutilized capacity or economy of scale.

2.24 **Residential Unit** – Shall mean either (1) a building or portion thereof including a house, trailer, or mobile home used as living quarters for one family unit or (2) a singular apartment building with any number of units and serviced by the Contractor as a City-approved Group Dwelling Unit. Residential Unit does not include units located in hotels, motels, or apartment buildings with greater than four (4) units.

- 1 2.25 **Sector** – The term “sector” as used in this contract shall mean the area scheduled for pickup in
2 any one day, For example, Sector 1 means Monday, Sector 2 means Tuesday, etc. (See Appendix
3 A for geographical outline).
- 4 2.26 **Semi-Automated** – Collection vehicles that require the driver to exit the cab, or a helper to be
5 utilized for collection. The truck is equipped to allow for solid waste collection from
6 standardized carts when the cart is brought to, and attached to, a lifting device on the truck.
- 7 2.27 **Service Address** – The address where service is being performed or being denied. This may be
8 of any type: Residence, Apartment Building, Group Dwelling Unit, or Commercial Property.
- 9 2.28 **Service Deficiencies** – including, but not limited to, missed or partial collections, failure to
10 provide residents with written notification regarding refused collections, uncorrected littering or
11 spillage, and Collection Carts not properly returned to the original set out location.
- 12 2.29 **Service Location** – Standard collection: Collection shall take place within (5) feet of a curb,
13 apparent traveled way, or approved alley. Where it is impracticable due to the physical
14 conditions of a site for Collection Cart placement to be within five (5) feet as specified, the
15 Contractor must collect where practicable as determined by the Public Works Director.
16 Collection Carts must be reasonably accessible. Standard collection shall apply to all collection
17 types except Special Collection.
- 18 A. Special Collection: Special Collection households will have a service location that is near
19 (within 25 feet) the residence. The contractor will retrieve and return all carts from the
20 designated service location.
- 21 2.30 **Small Cart** – Shall refer to a collection cart as defined with a capacity between 40 and 50
22 gallons.
- 23 2.31 **Solid Waste** – The term Solid Waste as used in this contract shall mean the entire waste stream of
24 approved materials covered by the City’s Garbage, Yardwaste or Recyclables collection
25 contracts.
- 26 2.32 **Solid Waste Disposal Facility** – A facility designated by the City for the disposal of Solid
27 Waste. May include but not be limited to a Transfer Station, Landfill, recycling processing
28 facility, or composting facility.
- 29 2.33 **Solid Waste Management** – A system of administering the collection, source separation,
30 storage, transfer, transportation and the processing, treatment or disposal of Solid Wastes. Solid
31 Waste Management is utilized to manage fiscal and environmental costs.
- 32 2.34 **Solid Waste Management Office** – A City office located at 5600 South 10th Street or
33 subsequent location existing for the purpose of managing this and other Solid Waste contracts.
34 The Solid Waste Management Office is the sole public education and outreach entity for this
35 Contract.
- 36 2.35 **Special Collection** – Households where all occupants shall qualify by age (at least 70) or
37 physician approved medical need, and having registered and received approval from the City.
38 Special Collections shall be by separate route unless additional allowance is further specified
39 herein.

- 1 2.36 **Sticker** – Any adhesive tag or some mechanism to mark a bag or bundle of Yardwaste for which
2 the resident has paid a fee for its collection. This is material in excess of the Base Level of
3 Service established by the contract. The sticker covers the cost for the additional work required
4 by the contractor. The cost of disposing the excess material is covered by the City.
- 5 2.37 **Townhouse** – A Residential Unit having a common wall with or abutting one or more adjacent
6 dwelling units in a townhouse structure, with its own front and rear access to the outside, and
7 neither above nor below any other dwelling unit.
- 8 2.38 **Transfer Station** – A Solid Waste facility at which one or more Solid Waste streams is moved
9 from one vehicle or container to another generally of larger capacity and able to move material
10 more economically.
- 11 2.39 **Vendor** – The term Vendor shall mean any local shop or store where the City of Omaha residents
12 may purchase goods. Vendors include but are not limited to grocery stores, home improvement
13 stores, gas stations, etc.
- 14 2.40 **Workweek** – A six-day Workweek. Days 1-5 are typically Monday through Friday 6 a.m. to
15 7 p.m. The sixth day typically is on Saturday 6 a.m. to noon to complete any missed collections.
16 For holidays or missed collections during the six-day Workweek, collection of all days of the
17 Workweek following the holiday or missed collection shall shift one day. For a Holiday or
18 missed collection occurring on a Monday, Monday collections shall be made on Tuesday and
19 Friday collections made on Saturday. Missed collections will then be on Sunday.
- 20 2.41 **Yardwaste** – All vegetative material generated by residents in the process of maintaining their
21 residential property. This shall include grass clippings, leaves, garden plants, sticks, twigs,
22 Christmas trees, and tree branches that are generally less than four (4) feet in length and two (2)
23 inches or less in diameter.
- 24 2.42 **Yardwaste Disposal Facility** – Facility which accepts Yardwaste material for disposal other than
25 placement in a Landfill.
- 26 2.43 **Yardwaste Season** – The 35 week period between the first Monday in April and the week
27 following the Thanksgiving holiday.

28 **ARTICLE 3 – GENERAL SOLID WASTE COLLECTION PROVISIONS**

29 **3.01 Startup and Term**

- 30 A. This Contract and all provisions shall be in effect for a ten (10) year term commencing
31 January 1, 2021 and through December 31, 2030. With mutual agreement by the City and
32 Contractor, the contract may commence early and end ten years from such early
33 commencement date. The contract may be extended, upon the same terms and conditions,
34 for two (2) additional five (5) year terms at the City's sole option. The City of Omaha
35 shall provide written notification of intent to extend the contract at least eighteen (18)
36 months prior to the end of the contract for the first extension and at least eighteen (18)
37 months prior to end of the first extension for the second extension.

38 **3.02 Parties to Contract**

- 39 A. Contractor must identify, in the Plan of Operation and Resource Allocation Plan, all
40 subcontractors who will be involved with performance of any aspect of the Contract. By

submitting a bid, the Contractor warrants that all subcontractors have received a copy of these bid specifications and that the Contractor's Bid is acceptable to the subcontractors, and the subcontractors are bound by provisions of the Contract.

- B. The Contractor shall not enter into any additional subcontracts, leases, agreements, or assignments of or pertaining to direct operations involving collection and disposal activities, or any interest or right herein, either voluntarily or by operation of law, without prior written approval of the Public Works Director. Such approval shall not be unreasonably withheld.

3.03 Frequency of Collection

- A. The Contractor shall collect and remove Solid Waste from the defined Collection Types at a frequency defined by the selected bid option. The Contractor shall collect all solid waste which has been properly placed in Collection Carts, properly placed at the designated collection point unless the residential unit is subject to Special Collections as defined herein. The Contractor shall haul the collected materials to the City approved processing or disposal facility. Holidays which fall during a Workweek will cause the pickup schedule to be delayed one day. Procedures for handling Holidays which fall during a Workweek shall follow those defined herein by Workweek.

3.04 Hours of Collection

- A. Normal hours of operation for collecting Solid Waste shall be as defined by Workweek. The Omaha Municipal Code requires residents to place their Solid Waste at the designated collection location by 6:00 a.m.; however, this does not mean that the Contractor may make any collections prior to 6:00 a.m. If the Contractor needs additional hours outside normal hours of operation to collect any or all the materials, notification shall be given to the City before 2:00 p.m. on the day affected. The Contractor shall notify the City when the daily collections of each material have been completed, to assist the City in identifying, in a timely manner, areas that may have been missed.
- B. In the event that extremely inclement weather delays collection of Garbage, Yardwaste or recyclable materials by the Contractor such that collections must be made after the normal hours of operation, or on Saturdays and/or Sundays as necessary, the Contractor shall notify the City of such conditions according to the Inclement Weather Procedure. If the Public Works Director agrees that the weather is such that it may be affecting collections, the liquidated damages for failure to complete collections during normal hours of operation may be waived.
- C. Adverse weather conditions, except as defined in the Inclement Weather Procedure section, shall not be considered reason for not collecting Solid Waste.

3.05 Days of Collection

- A. The Contractor shall be required to provide the same collection day service, for all materials, as outlined on the Sectors Map in Appendix A to these Special Provisions and as available online. A more detailed set of sector maps will be provided to the Contractor upon Contract award. Any proposed changes in existing or future collection day assignments shall require approval of the Public Works Director. Any proposed change to collection sectors, must be submitted with the Plan of Operation or as modification thereof. The decision to make a change in a collection sector will be made following consultation and in concert with all affected contractors; which shall include processing contractor(s). Upon approval, the City will be responsible for notifying each affected

1 residential unit and Group Dwelling Unit regarding the change in collection day. All costs
2 resulting from changing day of collection shall be borne by the Contractor.

3 3.06 Holidays

- 4 A. When a Holiday, as defined herein, falls during a Workweek, collection will be suspended
5 for that day and collection procedures defined herein by Workweek shall govern.

6 3.07 Inclement Weather Procedure

- 7 A. The Contractor has the responsibility for monitoring weather conditions and may delay or
8 cancel service at their sole discretion. The Local Manager shall contact the City between
9 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such
10 conditions exist or can be reasonably expected to exist, on any day that meets the criteria
11 for a delay or cancellation event.

- 12 B. The City shall approve a delay or cancellation event based on the Contractor-provided
13 information and determination and the City shall not unreasonably withhold said approval.
14 The City will make notification to the media and any affected Contractor(s).

- 15 C. Official inclement weather contacts for the City are:

- 16 1. Manager – Environmental Quality Control Division
17 2. Assistant Director Public Works – Environmental Services
18 3. Public Works Director

- 19
20 D. While the weather may not be affecting the performance of duties under this Contract, it
21 may be affecting performance of duties at destination facilities (e.g. Landfill or Recycling
22 Processing Facility(s)). As such, collection could be delayed or cancelled due to a request
23 from another contractor or organization.

- 24 E. In the event that collection service is delayed or cancelled, the Contractor shall take all
25 reasonable measures to return the collections to the normal schedule within one (1)
26 Workweek of the event. If collections are not returned to the normal schedule within one
27 (1) Workweek of the event, residents may place additional bagged or containerized wastes
28 (no larger than 32 gallons or 45 pounds) adjacent to the Collection Carts and Contractor
29 will be required to manually collect the additional materials at no additional cost to the
30 City or residents.

31 3.08 Construction Access

- 32 A. The Contractor shall not be permitted to discontinue services because streets or alleys are
33 closed due to construction or for other reasons. The Public Works Department will make
34 every effort to ensure access is provided for collection from Residential Units that have
35 access limited due to construction. If access cannot be provided, the Public Works
36 Department will work to provide alternative locations for Collection Services from these
37 Residential Units.

38 3.09 Quantities

- 39 A. The City estimates that there is a current potential for 150,000 approved collection
40 locations, as herein defined, for Garbage, Yardwaste and recyclable materials. That
41 number of collection locations may increase or decrease, depending on City annexations
42 or other factors. The actual number of collections made in any week may be more or less.

The City of Omaha does not exercise flow control over Solid Waste collections and disposal. Currently, separation of recyclable materials is not mandatory; Yardwaste is the only material where segregation may be required during the Yardwaste Season each year. Residents are not required to make their Solid Waste available for collection by the City Contractor.

1. Solid Waste Tonnage

a. The previous 5-year average (2013-2017) for Solid Waste in tons per year is:

Garbage.....	106,918
Recyclables (incl. Drop-offs).....	17,008
<u>Yardwaste.....</u>	<u>11,110</u>
Total Solid Waste.....	135,036

b. Note that in 2016, a waiver was granted to allow co-collection of Yardwaste and Garbage. Previous average for Yardwaste used during the last contract averaged 33,034 tons.

c. This information is provided to aid the Contractor and there is no guarantee implied or expressed related to the total amount or the component parts. These amounts could increase or decrease depending on annexation and many other factors within or outside the control of the City.

3.10 Collection Service Points

A. House Count

1. The base house count for purposes of this bid will be 150,000 approved collection locations. This number is based on the current number of service locations at the time of bid issuance and accounts for anticipated infill and new build additions prior to January 1, 2021. The house count is subject to increase or decrease during the term of the contract and does not represent a guaranteed number of residential households for collection.
2. At the conclusion of Collection Cart assembly and deployment (A&D), an updated house count number with address validation list will be generated by the Contractor and mutually agreed upon by the City. The post A&D house count will be used for purposes of compensation. Remuneration for services rendered prior to finalization will be adjusted up or down, as necessary, to the start of collection services.

B. Adjustments

1. In general, the house count shall not be adjusted for individual demolitions or new constructions. However, annually by March 1, the Contractor as part of their annual report shall provide an updated house count to the City which accounts for additions or deletions. The City, at its sole discretion, may independently audit the Contractor count within a reasonable time period but in no circumstance beyond the current calendar year. Mutually agreed upon adjustments to the baseline will be formalized by contract change order and made effective on January 1 of that calendar year. Remuneration for services rendered prior to finalization will be adjusted up or down, as necessary, to January 1 of that calendar year.

1 C. Annexations

- 2 1. In the event the City extends its corporate boundaries during the life of the Contract, the
3 Public Works Director will designate to which sector the newly annexed area will be
4 added. The Public Works director will notify the Contractor to begin collection
5 services on the first regularly scheduled day after annexation is effective. The City
6 shall work with proposed areas for annexation that have private streets to obtain a
7 waiver before the first day of collection and it shall be the duty of the City to obtain the
8 waiver and provide to the Contractor. It shall be the duty of the Contractor to respond
9 to the future growth of the City and to have the necessary increased facilities available
10 upon demand.
- 11 2. Following the City Council enacting an annexation, and prior to the effective date of the
12 annexation, the City and the Contractor shall conduct a joint house count of the annexed
13 area to determine the adjustments needed to the house count. Such adjustments shall be
14 formalized by contract change order, and all future payments will reflect the addition by
15 annexation.
- 16 3. Contractor shall also deliver the appropriated number and type of cart to each residence,
17 prior to the scheduled annexation. Compensation for the Contractor shall be
18 determined by costs provided in this bid on a per Collection Cart basis including A&D.
19 If annexed areas are not allowed to pre-select Collection Cart(s), Contractor must
20 provide change-out and/or pickup of Collection Carts following 90 days of use at no
21 cost to the resident and no additional cost to the City. Exception is residential units that
22 qualify for Special Collections. Special Collections residential units must be provided
23 an opportunity to pre-select the size of their cart prior to A&D and Contractor will be
24 responsible for these mechanisms as further detailed herein.

25 D. Special Collection Customers

- 26 1. Currently, there are approximately 2,450 approved Special Collection customer
27 addresses. Additions, changes in locations, and deletions may occur to the list once
28 each week. Service must begin at newly identified resident(s) the week following being
29 notified by the City. Failure to provide timely service shall be viewed as an incomplete
30 collection for the purposes of liquidated damages. A listing containing the name,
31 address and current day assigned for collection of all current special collection
32 customers will be provided to the successful Contractor. A map showing current
33 Special Collections locations can be found in Appendix B.
- 34 2. The City's current Contractor is required to maintain separate routes for the collection
35 of Solid Wastes from special collection customers. This requirement is to assure that
36 special collection customers are not missed. If the Contractor proposes to collect Solid
37 Wastes from special collection customers as part of their regular collection routes,
38 details must be provided in the Plan of Operations which fully delineate how the
39 Contractor will assure that special collection customers are not missed (i.e. use of
40 onboard unit messaging and mandatory address pickup acknowledgment).

41 E. Garbage Service for Group Dwelling Units

- 42 1. There are approximately 225 Group Dwelling Units (GDU) currently collected by the
43 City of Omaha's collection Contractor. GDUs may be added or deleted by the City
44 each month. As defined GDUs receive two (2) times the base level of service (carts) as
45 selected from the Bid Alternatives for all types of material collected.

3.11 Location of Residential Collections

A. Curb/Alley Residential Collection

1. Any Residential Unit Solid Waste to be collected by the Contractor should generally be placed within five (5) feet of the curb or approved alley. Where it is impractical to have the Solid Waste placed within five (5) feet of the curb or approved alley, due to the physical conditions of the site, the Contractor shall collect from the nearest practical location as determined by the Public Works Director. Should the Contractor fail to make the collection due to an unreasonable claim that materials were placed too far from the curb; the City may collect such materials and assess liquidated damages as prescribed herein.
2. On the regularly scheduled pickup day, the Contractor shall be required to collect properly prepared Collection Carts of Solid Waste.
3. The Contractor shall not access alleys unless they are approved by the City, and shall not access streets unless they are open as public rights-of-way. A map illustrating approved alleys is included in Appendix C. Most of the approved alleys are marginal for access or passage. These alleys are identified as "restricted alleys" on the Alley Collection List. Collection from these alleys is extremely difficult when attempted with full-size trucks and the Contractor shall use trucks that are appropriately sized for collection of materials in the "restricted alleys". Requests from the Contractor to close alleys to Solid Waste Collection due to minimum clearances will NOT be approved solely on this basis.
4. There are some collections that must be made using private streets and roads. Such collections are generally from condominiums, townhouses or GDUs. The City shall obtain a release from the owner(s) of such private streets and roads and provide to Contractor prior to starting collections. An example release is included in Appendix D. The Contractor shall accept the release form provided in Appendix D, or provide a copy of their proposed release with the bid for review by the City Law Department. An overly restrictive release will not be approved and may be cause for rejection of the bid.

B. Special Collection

1. Households approved for Special Collection may place Collection Carts in one location near (within twenty-five (25) feet of) the residence. The Contractor shall collect materials in approved Collection Carts from the specified site for each resident approved for special collection. Collection Carts placed in approved locations shall in all cases be returned to that same location after collection. Should the City respond to a valid complaint of Collection Carts not being properly returned to their original location, the Contractor may be assessed Individual Liquidated Damages.

3.12 Facilities

- A. The Contractor shall provide garages, shops, and yards for their equipment adequate and sufficient to provide all weather, year round operation. The Contractor's buildings, shops, garages, and yards shall be located within twenty-five (25) miles of the City's current city center which is 72nd and Dodge Streets. All such facilities must be approved for such operation by the local zoning ordinances, and shall meet all local health regulations. Contractor, in their Plan of Operations, should detail their proposed location(s).
- B. All vehicles, conveyances, containers, docks, shops, yards, and all other equipment of whatever nature, which is used by the Contractor, shall be kept in good repair and

maintained in a sanitary condition. The Contractor's yards shall include adequate wash racks and docks with water and sewer provisions for the purpose of flushing, cleaning and sanitizing the equipment used for collection and hauling of Solid Waste. All equipment used for the hauling of Solid Waste shall be thoroughly cleaned both inside and outside at least once each week so as to present a clean appearance. Equipment should be sprayed with deodorizing material acceptable to the Public Works Director, as necessary, and at a reasonable frequency to be effective. City may inspect vehicles at any reasonable time to determine compliance with these requirements.

3.13 Staffing

- A. Throughout the term of this Contract, the Contractor shall maintain a local office and shall designate in writing to the Public Works Director a Local Manager upon whom all City notices may be served. Service of such notice upon the Local Manager shall always constitute service upon the Contractor.
- B. The Contractor shall have a receptionist/dispatcher (one or more people) on duty to answer telephone calls throughout the day between the hours of 6:00 a.m. and 7:00 p.m. on regularly scheduled collection days and from 6:00 a.m. until Noon on Saturday (Sundays in weeks with Friday residents collected on Saturday). If for any reason there are delayed collections, a receptionist/dispatcher shall be on duty as long as there are personnel on the street available to pick up material. This receptionist/dispatcher shall receive calls from the citizens, if received, in a courteous and polite manner, and the Contractor shall log and resolve all issues in an expeditious manner. Appropriate equipment in good working order with adequate supplies shall be readily accessible to the receptionist/dispatcher at all times that they are on duty.
- C. Collection crew(s) shall be on duty, from 6:00 a.m. until noon on Saturday (Sundays in weeks when Friday residents are collected on Saturday), to respond to all residents that have unresolved incomplete collections reported to the Contractor prior to 10:00 a.m. on that day.
- D. To facilitate communication between the Contractor and the City, all Contractor route supervisors, field managers and damage claim personnel shall carry a handheld mobile means of communication (ex. cellular telephone) during operating hours. The City shall be supplied with the necessary information and equipment to permit reliable one-to-one contact with each of the above specified Contractor staff.
- E. Contractor's employees, who come into contact with the public, shall be required to wear a clean uniform (minimum of a shirt or blouse) bearing the Contractor's name. Additionally, employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a nametag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a proper vehicle operator's license, valid in the State of Nebraska, and appropriate to the vehicle.
- F. The City may request the suspension or removal of any employee of the Contractor who is grossly negligent or discourteous in the performance of his or her duties or who materially violates any provisions hereof. Failure of the Contractor to suspend or remove such individual(s) from working on the City Contract, or from adequately explaining why such action was not taken, shall subject the Contractor to Liquidated Damages for Failure to Follow Plan of Operation for each day, or portion thereof, the employee continues to be assigned to the City contract(s).

1 3.14 Service Limits

2 A. Service limits by residential unit type is provided below:

3 1. Residential Unit

- 4 a. The Contractor shall be required to collect a maximum of the Base Level of
5 Service, which has been properly prepared in Collection Carts, from each approved
6 Residential Unit at a frequency defined herein. This limit applies to Special
7 Collection locations as well. For multiple residential units, up to and including
8 four-plexes, two (2) times the Base Level of Service each individual waste stream
9 shall be collected.

10 2. Group Dwelling Unit

- 11 a. The Contractor shall be required to collect a maximum of two (2) times the Base
12 Level of Service from each approved GDU at a frequency defined herein. Separate
13 collection of Yardwaste is not provided to Group Dwelling Units.

14 3.15 Rolling Stock (Fleet) Requirements

- 15 A. The Contractor shall have on hand at all times and in good working order such vehicles
16 and equipment as shall permit the Contractor to adequately and efficiently perform the
17 contractual duties specified in this Contract. The Contractor shall also have available
18 reserve vehicles and equipment that can be put into service within two hours of any
19 breakdown or which can be utilized as necessary to accommodate high volume peaks.

- 20 B. Collection vehicles used in service of this Contract will be equipped with Global
21 Positioning System (GPS) capability and in truck computer technology for data collection
22 that meets the needs of a modern waste collection fleet. GPS and collection service point
23 data shall be real time and will be made available to the City in real time.

24 1. General Fleet Requirements – Age and Condition

- 25 a. The Contractor's Fleet shall have an average age no older than five (5) years, at the
26 start of the Contract with no individual vehicle being older than twelve (12) years.
27 This requirement applies to all vehicles including support and spare vehicles.

- 28 b. Each vehicle shall be fully serviceable with no known defects, no broken parts, no
29 fluid leaks, and have all manufacturer installed safety equipment and devices fully
30 functional. No vehicles shall discharge visible emissions (smoke) in violation of
31 Chapter 39 of Nebraska Department of Environmental Quality (NDEQ) Title 129.

- 32 c. All vehicles must be licensed in the State of Nebraska and shall operate in
33 compliance with all applicable federal, state, and local regulations and
34 requirements. Vehicles shall be manufactured and maintained to conform to U.S.
35 Department of Transportation (DOT) standards and be able to pass a DOT random
36 inspection, the daily operator DOT inspection, and have records maintained
37 verifying the inspection results. All vehicles will be maintained by a service
38 schedule to ensure they are fully functional and that downtime is minimal. Such
39 maintenance records shall be available for inspection by the City at reasonable
40 times.

- d. Throughout the term of this Contract and any extension, the average age of the Fleet used in fulfillment of this Contract shall not exceed seven (7) years. Not later than 30 days after beginning collection under this Contract, and annually by April 1 thereafter, the Contractor shall supply to the City copies of the annual vehicle inspection report prepared in accordance with 49 CFR 396 or subsequent regulation, for each vehicle to be used under this Contract. In each subsequent Contract year, including any extension, the Contractor shall submit as part of their annual report copies of the latest annual inspection reports, along with an inventory that demonstrates the average age of the Fleet.

2. General Fleet Requirements – Type and Fuel

- a. The Contractor's Fleet shall provide for semi or fully automated collection of approved Collection Carts, defined herein, and be of the side-loading or rear-loading variety. No top-loading or front-loading vehicles will be allowed unless specifically requested by Contractor, and authorized by Public Works Director.
- b. The equipment shall be essentially a standard product of a reputable manufacturer, such that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be properly matched to the chassis, such that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by State Law and Municipal Code.
- c. The Contractor shall provide a Fleet that meets the City's desire for modernized Solid Waste collection. As such, the Fleet must meet the following requirements for propellant:
- i. At the start of year 3 of this Contract at least 15%, by individual vehicle count, of the Contractor's Fleet shall be fueled by City approved Alternative Fuels as defined herein.
 - ii. At the start of year 4 of this Contract at least 30%, by individual vehicle count, of the Contractor's Fleet shall be fueled by City approved Alternative Fuels as defined herein.
 - iii. At the start of year 5 of this Contract at least 50%, by individual vehicle count, of the Contractor's Fleet shall be fueled by City approved Alternative Fuels as defined herein.
 - iv. At the start of year 6 of this Contract at least 75%, by individual vehicle count, of the Contractor's Fleet shall be fueled by City approved Alternative Fuels as defined herein.
 - v. At the start of year 7 of this Contract 100%, by individual vehicle count, of the Contractor's Fleet shall be fueled by City approved Alternative Fuels as defined herein. Contractor may, prior to the start of the 7th year of this Contract, via written correspondence request a waiver from this requirement. Contractor's waiver request shall include details why this requirement cannot be met and a list of vehicles required to service the Contract for which a viable Alternative Fuel replacement is not available. This waiver will require City approval and shall not be grounds for termination of the Contract

d. Exempt from the above fuel requirements will be collection vehicles used solely for the Sticker Program collections. While the City encourages the use of alternative fuels, it is recognized that limiting the Sticker Program collections to alternative fuel vehicles only may limit Contractor's ability to adequately staff or subcontract support to fulfill the contract requirements.

e. Trucks used for the collection of any material shall meet the size and weight requirements set forth in Omaha Municipal Code Chapter 36, Article VII (ordinance 36-251) except total width which will be allowed up to ten (10) feet to account for automated arm position during periods of travel. Trucks shall also meet all federal and state requirements for use on highways. Should any City, state, or federal regulation for size and weight not be met by trucks proposed, the Contractor must state so in writing clearly and request authorization or a waiver from the City, state, and/or federal agency for exemption and pay any and all penalties associated with failure to comply with said regulations. Bodies shall further be capable of being unloaded by dumping or other mechanical means without the use of any other equipment not part of the vehicle. Each truck shall be equipped with a reliable means of communicating with the route supervisor, dispatcher, or receptionist, at any point within the County.

f. All vehicles shall have shovels, brooms, brushes, and dustpans on board to be used by the collection personnel for cleaning up spilled material. Collection personnel are required to clean up materials spilled or dropped in the collection process. The Contractor shall also have available, on short notice, the ability to clean up oil and fluid spills by using absorbent material and odorous spills by spraying a deodorizing liquid or granules on the spill. **Such hazardous or offensive spills shall be responded to within 2 hours.** When the City forwards a spillage complaint to the Contractor, the Contractor shall notify the City Solid Waste Management Office immediately after the resolution of the complaint. Failure to provide timely notification of complaint resolution may constitute a separate complaint for purposes of determining liquidated damages.

3. General Fleet Requirements – Appearance and Markings

a. Each collection vehicle must have a series of identifying marks with the intent of making the vehicles readily recognizable and identifiable from a distance of at least fifty (50) feet. The markings can be required on the Sides - (S), Front - (F), and/or Rear (R). In order of priority and size of lettering, these identifying marks are:

i. Material being collected (Garbage and/or Yardwaste, and Recyclables) (S)(R)

ii. Solid Waste Management Office telephone number (402-444-5238) (S)

iii. Contractor's name

iv. Vehicle number distinguished by an initial letter that describes the material being collected (i.e. G102 for Garbage truck 102) (S)(R)(F)

v. "Official City Contractor" (optional) The Contractor shall not use the City's name or in any way imply municipal ownership.

- 1 b. The Contractor's telephone number or any telephone number other than the
2 telephone number of the City's Solid Waste Management Office shall not be
3 displayed anywhere on the vehicle.
- 4 c. All letters used to provide the above information shall be in a contrasting color to
5 the color used on the body of the vehicle(s). The Contractor shall submit a detailed
6 truck-lettering drawing as part of the resource allocation plan, and receive approval
7 by the Public Works Director prior to implementation.
- 8 d. The City intends to use a rotational banner message on the Sides (S) of Contractor
9 collection vehicles. A minimum space of 4 feet horizontal by 3 feet vertical should
10 be allocated for these messages. Contractor will be responsible for banner
11 replacement no more frequently than one time each month and City will provide
12 Contractor an opportunity for review of proof prior to print and delivery to
13 Contractor for use. The City will incur all charges for banner production and
14 printing. When not being utilized by the City, the Contractor may place banners
15 produced at the Contractor's expense and reviewed by the City (e.g. employee
16 recruitment, charitable work of the Contractor).

17
18 4. General Fleet Requirements – Utilization, Inspections and Fees/Taxes

- 19 a. The Contractor shall not be permitted to make any private for hire collections with
20 the same vehicles being used for City Contract collections without specific written
21 communication and approval from the Public Works Director.
- 22 b. The City shall have the right to direct any vehicle used in the performance of this
23 Contract to undergo a DOT safety inspection at a qualified vehicle inspection
24 service. If the vehicle passes such inspection, the City shall pay the inspection
25 costs. If the vehicle fails to pass inspection, the vehicle shall not be allowed for
26 use in the performance of this Contract until the firm making the initial inspection
27 determines that the vehicle now passes inspection. In the latter case, all costs
28 associated with the initial inspection, the repairs and the re-inspection(s) shall be
29 the responsibility of the Contractor.
- 30 c. All vehicles used in connection with this Contract shall pay the Omaha Vehicle
31 Registration fees sometimes called "Wheel Tax" and have a valid State of
32 Nebraska registration.

33 3.16 Winter Alley Maintenance

- 34 A. The Contractor shall provide snow removal and salt and sand spreading in approved alleys
35 that they believe need such service. While the City Public Works Department provides
36 snow removal and salt and sand spreading on City streets, they will be unable to supply
37 the same service in alleys in time to assist the Contractor in making collections. The
38 Contractor shall submit, as part of the required Plan of Operation, a plan to provide the
39 winter alley maintenance. Such Plan shall include the number, type and size of snow
40 removal and sand spreading equipment and personnel that will operate such equipment.
41 The Contractor is required to inspect the approved alleys to determine the proper
42 equipment, as some alleys are marginal in meeting the minimum requirements. Delayed
43 collections due to snow packed and/or icy alleys will not be excused, except as listed
44 above in the Inclement Weather Procedure. The sand, salt and/or salt and sand mixture for

use on City streets or alleys may be obtained from the nearest City of Omaha Street Maintenance Facility at no cost to the Contractor.

- B. Alley maintenance vehicles must conform to the Vehicle Requirements, General Requirements - Condition section of this Contract.

3.17 Material Rejection Procedure

- A. The Contractor should not collect or remove any 1) unapproved materials or 2) approved materials placed in unapproved Collection Carts or containers as specified in the Definitions. The Contractor shall advise via entry into a common database used by the City and Contractor the service address affected by any refusal to collect materials. However, such written notice must be made at the time of initial collection refusal. The Contractor may not later issue a written notice but instead, where practicable, must collect any materials for which proper notification was not initially provided. Improperly completed notifications are those that do not contain the complete address of the offending location, the date, truck number, time of day, and indication of collection from curb, alley or special location and an explanation of the problem or reason for rejection of collection.

- B. A daily summary report which lists the date, truck number, address, time of pickup, and reason for rejection of the material must be posted to a unified database or supplied electronically to the Solid Waste Management Office by 8:00 a.m. on the day following the rejection. Each of the Contractor's route supervisors shall be required to carry a functional digital camera during work hours to help document rejected collections. Whenever possible, a digital photo shall be provided electronically to the City where such photo can substantiate the circumstances for rejecting collections.

3.18 Missed or Incomplete Collections

- A. The Contractor shall receive notification of missed or incomplete collections from the City between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday and from 6:00 a.m. until 12:00 a.m. on Saturday. If notified of an incomplete collection or other problem by 4:00 p.m. on a collection day, the Contractor shall resolve the problem within 3 hours of transmission of the complaint, that same day. If reported after 4:00 p.m., the problem shall be resolved by 10:00 a.m. on the following day, however, the Contractor shall respond that same day to significant litter or spillage reported between 4:00 p.m. and 7:00 p.m., to the reasonable satisfaction of the City. Additionally, supervisors and/or miss crew(s) shall be on duty, from 7:00 a.m. until noon on Saturday (Sundays in weeks with Friday residents collected on Saturday), to respond to all unresolved incomplete collections that have reported to the Contractor collections by 10 a.m.

3.19 Location of Disposal and Processing Facilities

- A. All Solid Waste collected under these special provisions shall be weighed and disposed of at one or more disposal/processing facilities to be provided by or on behalf of the City without charge to the Contractor. Disposal sites will be designated by the Public Works Director.
- B. Collected Garbage shall be delivered to the Douglas County (Pheasant Point) Landfill, 13505 N 216th St, Bennington, NE 68007, near Elk City, Nebraska or other such licensed sanitary landfill or transfer station as directed by the Public Works Director. It is assumed for purposes of this contract that any such facility will be within a 25-mile radius of 72nd and Dodge Streets. The City of Omaha shall pay all appropriate tipping fees due to the city-specified landfill or transfer station.

- 1 C. All recyclable materials collected shall be delivered to such licensed recycling facility as
2 may be chosen by the City. Such recycling facility shall be located within the metropolitan
3 Omaha area or within a 25-mile radius of 72nd and Dodge Streets. The City of Omaha
4 shall pay all appropriate tipping fees due to the city-specified processing facility.
- 5 D. Yardwastes, when collected separately, shall be delivered to the City's Oma-Gro facility
6 currently located at the Papillion Creek Wastewater Treatment Plant, 15705 Harlan Lewis
7 Road, Bellevue, Nebraska or any other City-selected facility assumed to be within a 25-
8 mile radius of 72nd and Dodge Streets. The City of Omaha shall pay all appropriate
9 tipping fees due to the city-specified processing facility.

10 **ARTICLE 4 -- COLLECTION CART SPECIFICATION PROVISIONS**

11 The Contractor shall be responsible for procuring all or part of the Collection Carts that allow for the semi
12 or fully automated collection of Solid Wastes. Large and Small Collection Carts, as defined, will be
13 required under this contract and Contractor is responsible for purchase and initial assembly and
14 distribution (A&D) prior to initiation of services under this contract. The City reserves the right to
15 purchase all or a portion of the Collection Carts through any means available to the City should the City
16 choose to do so. All carts purchased by the Contractor during the first twelve (12) months of the contract
17 will be directly paid for by Contractor and subject to the amortization schedule detailed in Appendix E.

18 Contractor may select any manufacturer which they deem suitable as its supplier for the Collection Carts,
19 but must provide sufficient details in their bid as to the selected manufacturer. The City desires selection
20 of vendor with at least three (3) years of in-house Collection Cart manufacturing experience and at least
21 one million units in service by other municipalities or Solid Waste collection entities with similar
22 conditions to Omaha. Collection Carts should meet the performance requirements outlined below and
23 any exceptions must be clearly spelled out by the Contractor; failure to identify exceptions may be
24 grounds for rejection of the bid.

25 **4.01 Warranty**

- 26 A. The Contractor will be required to warranty that at the time of delivery, all items as
27 proposed will be free from defects in material or workmanship and will conform to the
28 requirements in these Special Provisions and all other requirements. All prospective
29 Contractors will furnish with their submittal, one copy of the warranty applicable to the
30 equipment to be furnished. Carts shall include a full, twelve (12) year warranty.
- 31 B. Carts shall be deemed defective if any of the following occur(s):
- 32 1. Failure of the cart's lid to close properly, allowing rainwater (or any other liquid) to
33 enter the cart
 - 34 2. Damages to the cart body, the lid, or any component parts through opening or closing
35 the lid
 - 36 3. Failure of cart interface with lifters, causing the lower lift bar to be damaged
 - 37 4. Failure of the cart to maintain its original body and lid shape
 - 38 5. Failure of the rubber-tires/wheels to provide continuous, easy mobility
 - 39 6. Failure of the axle support area/yoke that holds the axle in place
 - 40 7. Failure of any part to conform to minimum standards as specified herein
- 41 C. Contractor must replace any defective carts and/or parts during the warranty period, on a
42 non-prorated basis, at no additional charge to the City. Further, Contractor must replace

any Contractor-damaged carts and/or parts, on a non-prorated basis, at no additional charge to the City, regardless of whether the cart is or is not within the warranty period. Damage shall include the accidental or deliberate placement a cart into the collection truck and not retrieving the cart. The replacement carts/parts must be new and meet the City's specifications. Final determination of cause of failure and responsibility of the Contractor to provide a no-charge replacement will reside with and be made by the City. All equipment warranties start on the date of delivery and will be for the full term of said warranty. Contractor shall provide a narrative and illustrative sample in their Plan of Operations demonstrating how warranties are processed within its organization.

- D. The Bidder shall include cart manufacturer documentation regarding its organization's quality assurance program and attach any applicable information that demonstrates it consistently produces Large Carts and Small Carts that meet or exceed the specifications as outlined in this specification. Substitutions or deviations to the cart specification will not be allowed in any way without prior written approval by the Public Works Director.

4.02 Parts Availability

- A. Contractor must submit certified statement, as part of their bid, guaranteeing total parts availability for twelve (12) years in order to maintain the carts throughout the warranty period. The Contractor shall list all such sources for necessary repair parts for the carts proposed.

4.03 Radio Frequency Identification (RFID)

- A. Carts shall be equipped with RFID tags, which shall be installed into the cart body with no exposure to the outside elements. In order to avoid interference with the cart's contents and materials, the RFID tags shall not be placed inside the cart. Adhesive or sticker RFID tags and bar codes will not be acceptable.
- B. Carts shall be branded with an 8-9 digit serial number and associated bar code, preferably on the front side of the cart. The Contractor shall record the association between each cart's RFID Tag, serial number and bar code, and provide and maintain a database for the City that includes the association information. The database shall include each cart's RFID tag number, serial number, date and location of manufacturer, and deployed location (i.e. address). The Contractor will maintain the database for the term of the contract and provide additional association information for future cart purchases. The RFID tag must be compatible with other industry manufacturers.

4.04 Performance & Technical Specifications

- A. The City requires for carts provided to function for a minimum of 12-years under normal wear and tear. The Contractor shall be responsible for supplying Collection Carts that conform to the specifications below. As part of bid submittal, Contractors will include clear and concise verification that proposed carts meet the following specifications.
- B. Manufacturing Processes and Materials
1. The Collection Cart shall consist of a body, lid, wheels, axle and necessary accessories.
 2. The Collection Cart shall meet ANSI Z245.30 and ANSI Z245.60 safety and compatibility standards; and/or the most current ANSI standard.
 3. The Collection Cart shall be manufactured using a resin injection molding process or rotary mold process.

C. Capacity

1. Large Cart capacity volume shall be a minimum of 90 U.S. liquid gallons, not to exceed 100 U.S. liquid gallons, body only, +/- 1%.
2. Small Cart capacity volume shall be a minimum of 40 U.S. liquid gallons, not to exceed 50 U.S. liquid gallons, body only, +/- 1%.

D. Cart Design and Configuration

1. Cart body shall consist of a universal design and will be shaped to conform to the gripping of fully-automated mechanisms, both soft and hard grippers, and semi-automated lifting mechanisms (cart tippers). The cart shape shall have no sharp corners and should be of uniform thickness.

E. Interior Construction

1. The interior surface shall be smooth and free of crevices, recesses, projections and other obstructions where refuse could become entrapped or entangled. The interior construction and shape shall assure the free flow of Solid Waste contents from the cart when dumped.

F. Load Rating

1. Carts bid for this specification must be designed to regularly receive and dump up to a minimum capacity of 2 pounds per gallon of waste materials, excluding the weight of the cart, without permanent damage or deformation.

G. Body Color

1. Color shall be black, minimum 0.7% and maximum of 1% color pigment by weight, hot melt compounded into resin. Shall include a minimum of 2% carbon black in the pigment.

H. U.V. Stabilization

1. U.V. Stabilization shall be minimum 0.5% by weight, hot melt compound into resin, in addition to the amount of carbon black content added.

I. Thermal Resistance

1. Cart and all components shall be capable of withstanding extreme temperatures ranging from -20 degrees Fahrenheit to 110 degrees Fahrenheit, when under 200 lbs. total compressing force, applied from opposite sides by the gripper arm.

J. Abrasion Protection

1. Bottom of cart shall be sufficiently thick to withstand normal abrasion throughout the life of the cart. Additional pads to the cart shall not be allowed.

K. Handle

1. Shall be either one-piece or two-piece integrally molded part of the cart body. The lid must be durable enough to last throughout the life of the cart. The handle shall not interfere with turning, rolling or moving the cart. The handle end caps should fit tightly and should not fall out of the handle/axle during operation of the cart.

L. Recyclable Plastic and Steel

1. The City encourages the use of recycled plastics and steel in the manufacturing of the wheeled collection cart. The percentage of recycled material content must be disclosed as part of the Contractor's bid details.

M. Serial Numbers

1. All cart serial numbers should be legible from field crew (i.e. inspection, repair crew or refuse) vehicles. All carts shall have serial numbers (year and month of manufacture and identification code) permanently hot stamped on the cart body with sequential serial numbers, white in color, as determined by the City. All numbers shall be 1.5" tall in height and .75" wide to be legible from the street when properly stored. The mold cavity number shall be molded into the cart for identification purposes. The City corporate logo shall be affixed on left side of the universal wheeled cart (on the side that one approaches for collection when the cart is placed curbside) and the City solid waste phone number shall be affixed on the opposite side. In no circumstance will the Contractor place any of their corporate information on the Collection Carts.
2. The manufacturer must be able to place the serial number on the front (street side) of cart.

N. Wheels and Axle

1. Wheels must be sufficiently strong to last throughout the life of the cart.
2. The wheel must be solid. **Spoked wheels are not acceptable.**
3. Wheels must snap-on to the axle.
4. Wheels must be a minimum of 10" in diameter.
5. The axle shall attach to the cart body by an integrally molded assembly which encloses the axle 360 degrees. The axle support area/yoke shall be durable enough to withstand operation and last throughout the life of the cart.
6. Axle shall be solid steel corrosion-resistant coated.
7. The wheels and axle shall be capable of supporting the load rating. The wheels and axle shall be durable enough to last throughout the life of the cart. Nuts, bolts and screw assemblies are not acceptable; axle shall pass through cart body outside refuse area.

O. Lid

1. Lids shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable.
2. Lids must be crowned in shape and designed to disallow entry of rain into the cart when in a closed position.
3. The lid must be adequately attached to the cart and not become detached during normal and customary use. Living hinges and lid counter weights are unacceptable. The lid must open from a closed position through a full 270 degree arc. **Lid latches are unacceptable.**
4. Lids must be fabricated of the same resin as the body of the cart and remain fly tight (to disallow entry or exit of flies or other pests) without warping.
5. The lid thickness should be adequate to ensure conditions detailed in Paragraph 4.04.O.1 are not encountered.
6. Lids for Garbage collection carts shall be the exact same color as the body of the cart.

1 7. Lids for Yardwaste collection carts shall be the color brown (or other City-specified and
2 mutually agreed upon color) , minimum 0.7% and maximum of 1% color pigment by
3 weight, hot melt compounded into resin. Shall include a minimum of 2% carbon black
4 in the pigment.

5 8. Lids for recyclable collection carts shall be the color green (or other City-specified and
6 mutually agreed upon color), minimum 0.7% and maximum of 1% color pigment by
7 weight, hot melt compounded into resin. Shall include a minimum of 2% carbon black
8 in the pigment.

9 P. Markings

10 1. The cart shall have the following indications molded into the lid in English and as
11 graphics which are to be pre-approved by the City:

12 DO: Rinse with hose occasionally.
13 Keep lid closed.
14 Bag all waste before putting in cart.
15 DO NOT: Place hot ashes, charcoal or other hot material, paints, solvents
16 or flammable liquids in cart.
17 Leave on curb for extended period after collection.
18 Drag cart.

19 2. The cart lid shall also bear arrows pointing to the front. Between the arrows shall have
20 "Arrows Toward Street" indication. There shall be a warning not to roll cart with lid
21 open, and this shall be clearly visible to the user.

22 3. All markings will be verified and signed-off by City prior to any order being placed for
23 the contract.

24 4.05 Acquisition & Ownership

25 A. The City is currently evaluating financing and procurement options and may elect to
26 purchase all or a portion of the Collection Carts directly. City-purchased carts will be
27 subject to deployment procedures and schedule, outlined in 7 below, by the Contractor.

28 B. Should the City elect not to purchase the Carts, the Contractor will be responsible for
29 purchasing all or the remaining portion of the Collection Carts on behalf of the City at the
30 onset of the contract term. The City will own Collection Carts purchased by the
31 Contractor, if any, at the time of deployment to residents and will reimburse the Contractor
32 via monthly payments extending over the initial term of the contract (120 payments).

33 C. Should the Contractor choose to finance this acquisition, the Contractor will be required to
34 provide to the City an amortization schedule for this purchase extending the duration of
35 the contract (ten (10) years), at the end of which the Collection Carts will be fully paid for
36 by the City. Contractor shall complete the "Collection Cart Purchase Worksheet" obtained
37 electronically which will serve as the amortization schedule described above.

38 D. Should the Contractor chose to purchase the Collection Carts through other means (i.e.
39 cash purchase), a monthly buyout schedule over the initial term of the Contract shall be
40 provided to the City. In all scenarios, the rate of return of the Contractor shall be
41 provided.

42 4.06 Deployment Procedures and Schedule

43 A. The Contractor will be responsible for staging, assembling, delivering, and setting out new
44 wheeled Large Carts to Residential Units per the Special Provisions of this bid package.

1 The final number of carts to be deployed will be as directed by the City.

2 B. Deployment is expected to take up to 90 days but must in all circumstances must be
3 complete prior to start of the collections which is expected to begin promptly on January 1,
4 2021 (or earlier upon mutual agreement). The Contractor shall provide an experienced
5 assembly and delivery staff. In addition to a Project Manager, the Contractor shall provide
6 supervisor level full-time employees of the company to work directly with the City staff to
7 solve any problems resulting from manufacturing and deployment services.

8 C. All vehicles used by the Contractor in the deployment of collection carts shall be kept
9 clean and presentable. All Contractors' employees shall be dressed in an appropriate
10 manner with shirts that identify the Contractors' company. All Contractor personnel shall
11 be courteous with the public and City personnel at all times. Contractor shall refer all
12 media requests regarding this project to the City.

13 D. Contractor shall immediately pick up and/or clean any materials dropped on the roadway
14 or parking lot while in the process of assembly and deployment. Collection carts must be
15 delivered to the end of the driveway in front of the Residential Unit, but may not block
16 driveway access.

17 E. The City will provide a list of special collections house side disabled service customers to
18 the Contractor. For these residents, the Contractor shall deliver collection carts to the side
19 of the Residential Unit.

20 F. As part of Contractor's Plan of Operations, it shall provide adequate details for the initial
21 cart A&D as well as future annexation A&D efforts. For initial A&D, please provide
22 details as to your subcontractor support and estimated timeline.

23 4.07 Exchange & Opt-Out Procedures and Schedule

24 A. The Contractor will be responsible for a one-time exchange and/or opt-out event available
25 to each Residential Unit. After 90 days of use of the initially deployed Large Cart,
26 Residents shall be given up to an additional 30 days (total of 120 days use) to either opt-
27 out of service entirely or request a one-time exchange of their Large Carts for Small Carts.
28 Contractor shall be responsible for the staging, assembling, delivering, and setting out of
29 new exchanged wheeled Small Carts to Residential Units per the Special Provisions of this
30 bid package. Contractor shall also be responsible for the collection of the Large Carts
31 from residents who have requested an exchange or who have opted-out of any service.
32 The contractor shall record and convey to the city any address that has opted-out of any or
33 all services.

34 B. Deployment and collections of the Small Carts and Large Carts respectively is expected to
35 take up to 90 days after the initial 90 day deployment period and is expected to be
36 completed 180 days after the start of the contract on January 1, 2021 (or earlier upon
37 mutual agreement). The Contractor shall provide an experienced assembly and delivery
38 staff. In addition to a Project Manager, the Contractor shall provide supervisor level full-
39 time employees of the company to work directly with the City staff to solve any problems
40 resulting from manufacturing and deployment services.

41 C. All vehicles used by the Contractor in the deployment and retrieval of collection carts shall
42 be kept clean and presentable. All Contractors' employees shall be dressed in an
43 appropriate manner with shirts that identify the Contractors' company. All Contractor
44 personnel shall be courteous with the public and City personnel at all times. Contractor
45 shall refer all media requests regarding this project to the City.

- D. Contractor shall immediately pick up and/or clean any materials dropped on the roadway or parking lot while in the process of assembly, deployment or retrieval. Collection carts must be delivered to the end of the driveway in front of the Residential Unit, but may not block driveway access.

4.08 Collection Cart Inventory

- A. The Contractor will be required to maintain a minimum amount of Collection Carts in inventory totaling 5,000 or 1% of the total Collection Carts in Service, whichever is less. Large Collection Cart to Small Collection Cart inventory ratios shall match the ratio to Collection Carts that are in service. Component parts including lids, associated lid colors, and wheels shall be in ratio to collection carts in service. Collection carts may be stored unassembled in component form.
- B. Collection Carts in inventory shall be in new or near new condition. Collection Carts in disrepair or a nonfunctional state shall be discarded or recycled at Contractor's expense (or benefit) and shall not be acceptable as Cart Inventory. Collection Carts in inventory shall adhere to the specifications detailed in the Special Provisions of this Bid Package.
- C. The City shall have the ability to assess the extent of inventory at any reasonable time.

4.09 Annexations

- A. The Contractor shall be responsible for the A&D of Collection Carts to any Residential Units which are part of a City Annexation at no cost to the resident. All costs shall be on a per cart basis according to the Unit Cost bid by the Contractor. Should it be necessary to purchase additional Carts to fulfill the annexation requirements and/or to maintain the required inventory levels, the Contractor must seek City approval prior to placement of the order. Remuneration will be requested on the Contractor's billing following commencement of collections. Article 3 Paragraph 3.10, discusses further the procedure for handling Annexations. Contractor shall follow the procedure for Exchange & Opt-Out Procedures and Schedule described in Paragraph 4.07 of these Special Provisions, for all Residential Units which are subject to an Annexation.

4.10 Infill Construction, Move In, Move Out, and Ongoing Changeouts

- A. Throughout the term of the contract changeouts for new construction, move in or out, and life events will result in the need to either deliver new or retrieve existing Collection Carts. The City will notify Contractor of new collection points and Contractor shall deploy Collection Carts to new Residential Unit within 5 days of notification and shall commence collection the following week. The City will notify Contractor of discontinued collection points (generally only applying to demolition, not vacancy) and Contractor shall retrieve the Collection Carts within 5 days of notification from the City and retain them as part of Collection Cart Inventory discussed in Paragraph 4.08. The City will notify Contractor of collection points otherwise requesting change to Collection Carts (i.e. swap out for size or addition of commodity service) and Contractor will have 5 days from notification from City to affect the change. For purposes of this section, City will have sole discretion for authorization and approval of citizen requests and Contractor will be required to fulfill same at an estimated volume of 1.5% per annum based on house count (Base bid 150,000* 0.015 = 2,250 RUs). Remuneration for counts in excess of per annum amount will be compensated based on the A&D Unit Price bid by the Contractor.

ARTICLE 5 – SPRING AND FALL CLEANUP PROVISIONS

5.01 Each spring and fall, the City of Omaha sponsors a program whereby the neighborhood and homeowners associations within the City limits operate clean up events in their respective neighborhoods. The purpose of these events is to provide disposal of larger bulky items and excess wastes (including Yardwaste) which would otherwise not be collected during normal curbside collections.

5.02 The Contractor shall be compensated at the rate listed on the Bid Proposal for such service. The Contractor's assigned operators shall report to the City-assigned site and return from the Landfill to that location or to any other site as directed by the City. Failure to provide reasonable service and cooperation in Spring and Fall Cleanup events may be considered as failure to follow the Plan of Operation and be subject to liquidated damages.

5.03 Contractor shall demonstrate, in their Resource Allocation Plan, to the City that they shall have sufficient rolling fleet and ancillary equipment available (in house and/or by subcontract capacity) to accommodate Spring and Fall cleanup events.

5.04 Requirements for Spring and Fall Cleanup are the same as those defined in Article 3 of these Special Provisions unless otherwise defined here in Article 5.

A. Schedule, Collection Times, and Sites

1. Spring and Fall Cleanup events are typically 6 to 7 Saturdays over a 10 week period between April 1st and June 15th in the spring and 3 to 4 Saturdays over a 12 week period between September 1st and November 31st in the fall. The weekends that involve delayed collection for the Memorial Day and Labor Day holidays shall NOT be included.

2. Collection sites will operate from 9:00 AM to 2:00 PM. The City shall require the Contractor, at no additional cost to the City, to be onsite at 8:00 AM and continue collection at any or all sites until 3:00 PM as necessary.

3. The Contractor will be supplied with a list of collection sites a minimum of two (2) weeks in advance of each clean-up date. The Contractor is required to have all scheduled equipment at the assigned collection sites by 8:00 AM. All equipment shall arrive empty and in operable condition and must be removed from the sites by no later than 4:00 PM that same day. A comparable unit shall promptly replace any piece of equipment that becomes inoperable during a day.

B. Contractor Contact

1. The Contractor shall provide a point of contact for the City that will remain available by phone throughout the clean-up day. The Contractor also shall maintain radio or cell phone communication with each of his trucks and cooperate with the City's site coordinator to move compactor trucks and/or change out containers throughout the day as directed by the City.

C. Equipment Availability, and Staffing

1. The Contractor shall be required to make available to the City, a total of not less than twenty five (25) Solid Waste collection vehicles (compactor trucks with minimum 25 cubic yard capacity) and operators for use in each Spring and Fall Clean up event. In addition, the Contractor shall be required to provide a minimum of twelve (12) roll-off containers (minimum 30 cubic yard capacity) with at least one roll-off truck and

operator for every three (3) roll-off containers. Equipment (including the truck and driver) shall be dedicated solely to the City's Clean-up program from 8:00 AM to 4:00 PM for the clean-up day. The number of total vehicles required for each event shall be at the City's sole discretion but a minimum two (2) weeks' notice will be provided to Contractor.

2. Filled compactor trucks shall be promptly emptied and returned to the assigned collection site, unless dismissed or otherwise re-directed by the City's representative.

3. The Contractor shall work in good faith with the City to provide additional equipment and containers as reasonably possible, in order to handle any unanticipated volumes during any given Spring and Fall Cleanup event. Payment for any unscheduled equipment requested by the City shall be based on the Contractor's bid price.

4. The Contractor shall provide equipment operators properly licensed by the State of Nebraska and all equipment shall be maintained and operated in accordance with all applicable laws and regulations. Contractor operators for rear loading compactor trucks are required to remain onsite at all times.

D. Material Loading

1. Where multiple pieces of Contractor equipment are assigned to a single collection site, the Contractor shall limit the loading of more than one truck as directed by the City's representative. The Contractor shall cooperate with the City and its representatives to maximize program efficiency and to avoid disruption of operations at each collection site.

2. The Contractor's operators are expected to help deposit any material into the Contractor's collection vehicle(s). Note that they are not expected to unload citizen vehicles or materials. The Contractor's operators shall have final discretion as to the appropriateness of the material placed into each collection vehicle. The Contractor's personnel shall be reasonable in exercising such discretion. Compactor truck operators shall also be responsible for monitoring material disposed in roll-off containers in the event the roll-off truck operator is not on-site.

3. Under no circumstances shall the Contractor be required to collect material banned from disposal in local landfills, or hazardous or "controlled" materials. Such controlled materials may include, but not be limited to: oil, paint, motor fuels, herbicides, pesticides, asbestos or other known banned materials.

E. Material Disposal

1. The Contractor shall transport material collected, excluding Yardwaste unless otherwise directed in writing by the Public Works Director, in compactor trucks to the Pheasant Point Landfill, 216th Street and Hwy 36, by 5:00 PM of each collection day. The City of Omaha shall pay all tipping fees for materials from the collection sites. **The Contractor shall provide to the City of Omaha a copy of each scale ticket along with a notation of the collection location site(s) from which the load originated.**

2. Yardwaste collected during Spring and Fall Cleanup events shall be transported by the Contractor to the City defined Yardwaste Disposal Facility.

F. Fleet Requirements

1. General Fleet Requirements will be the same as required by Article 3 Paragraph 3.15 of these Special Provisions. Should the Contractor not be able to meet these requirements

for purposes of fulfilling the Spring and Fall Cleanup events, the Contractor must state so in writing and state the reason these requirements cannot be reasonably met.

2. Contractor shall specify the type and quantity of rolling fleet and ancillary equipment proposed to complete this collection in their Resource Allocation Plan. Contractor shall also state their proposed method of operation for this collection in their Plan of Operations.

ARTICLE 6 – OMAHA EXTRAORDINARY SERVICES AND OPT-IN SOLID WASTE COLLECTIONS SERVICES

6.01 Yardwaste Sticker Program

- A. The standard collection of Yardwaste under this Contract from one Residential Unit is limited in volume to that which can fit into the Large Cart or Small Cart dedicated to Yardwaste, under Bid Package A, Alternative 1 (or in the case of Bid Package A, Alternative 2, the volume of the commingled Garbage and Yardwaste is limited to that which can fit into the two Large Carts or Small Carts dedicated to Garbage and Yardwaste). Contractor shall provide and administer a Yardwaste Sticker program, to collect Yardwaste that exceeds such volume limits, on a year-round basis. In service of this Bid Package, the Contractor must sell to and make available for purchase by individual residents, Stickers and/or tags, to be placed on properly prepared Yardwaste for collection, where such Yardwaste exceeds the volume limits described above. These Stickers must be available as required by Article 6, Paragraph 6.01.II.
- B. Contractor shall provide sufficient detail in the Plan of Operations how they propose to administer the Sticker program. Details shall include at a minimum how materials will be collected (i.e. on route or via separate route), selling/distribution channels for stickers to residents, and other program requirements. Failure to provide reasonable service and cooperation with the Sticker program, if awarded, will be considered as failure to follow the Plan of Operations and be subject to liquidated damages.
- C. Requirements for the Sticker program for excess Yardwaste are the same as those defined in Article 3 of these Special Provisions unless otherwise stated here in Article 6 of these Special Provisions.
- D. Rolling Fleet and Ancillary Equipment Requirements
 1. General Fleet Requirements will be the same as required by Article 3, Paragraph 3.15 of these Special Provisions, unless stated below. Should the Contractor not be able to meet these requirements for purposes of fulfilling the Curbside Collection of properly prepared and Stickered Yardwaste, the Contractor must state so in writing and state the reason these requirements cannot be reasonably met.
 2. Contractor shall demonstrate to the City, in their Resource Allocation Plan, that they shall have sufficient rolling fleet and ancillary equipment available (in house and/or by subcontract capacity) to accommodate collection of the excess Yardwaste on the day of collection specified.
 3. Contractor shall specify the type and quantity of rolling fleet and ancillary equipment proposed to complete this collection in their Resource Allocation Plan. Contractor shall also state their proposed method of operation for this collection in their Plan of Operations.

- 1 4. For service of Bid Package D – Extraordinary Contractor Services, the City shall not
2 require the Contractor to provide a fleet that meets the Alternative Fuel requirement of
3 Article 3, Paragraph 3.15 of these Special Provisions. However, the City does desire
4 and encourages the use of alternative fuels.

5 E. Staffing

- 6 1. Contractor shall demonstrate to the City, in their Resource Allocation Plan, that it shall
7 have sufficient staffing available (in house and/or by subcontract capacity) to
8 accommodate collection of the maximum estimated tonnage below on the day of
9 collection specified.
10 2. Contractor shall also demonstrate, in the Plan of Operations, how they plan to
11 sufficiently staff collections based on Sticker sales.

12 F. Location and Type of Collections

- 13 1. Yardwaste for purposes of Bid Package D – Extraordinary Contractor Services shall be
14 placed at the curb near the location of the normal Solid Waste collections on the same
15 day of scheduled collections but shall not be placed so as to obstruct the Collection
16 Carts. The Yardwaste shall be properly bagged, bundled and/or placed in a container
17 and be reasonably maneuverable by one person for collection. Unbagged Yardwaste
18 does not require collection with exception of bundled branches less than 4 feet in
19 length, appropriately tied to secure the bundle, and reasonably maneuverable by one
20 person for collection. Note that should material be rejected for collection, the material
21 rejection procedure defined in Article 3, Paragraph 3.17 of these Special Provisions
22 shall be followed. Only Yardwaste that has been prepared as described and containing
23 a Sticker and or Tag purchased by the resident shall be required for collection.
24 2. A single bundle, bag, or container that is greater than 50 lbs. shall not be collected.

25 G. Compensation

- 26 1. There will be no compensation paid by the City to the Contractor for Bid Package D –
27 Extraordinary Contractor Services. Collections required by this Bid Package shall be
28 fully funded by Sticker sales purchased by residents. The City will pay for any tipping
29 fee of said yardwaste.

30 H. Sticker Availability

- 31 1. Stickers must be available from local vendors or retail outlets with a minimum
32 saturation of three (3) purchase locations within each City quadrant as divided by 72nd
33 street east and west and Dodge Street north and south. Stickers must be available for
34 purchase year round. Contractor shall provide the City each month a complete list of all
35 Vendors, complete with addresses and phone numbers, who are selling Stickers. In
36 addition to the retail outlet, stickers may be sold on the internet and distributed to the
37 resident by mail. If a separate service/mailling fee will be collected per transaction of
38 internet sales, the fee must be disclosed.
39 2. Preference shall be given to locations which sell compostable paper Yardwaste bags.

40 I. Sticker Labeling

- 41 1. Each sticker sold shall contain at a minimum the following information:
42 a. City contact information for questions regarding properly preparing Yardwaste for
43 Collection.

b. A list of acceptable Yardwaste.

c. The required dimensions and weight of properly prepared Yardwaste.

d. Graphics depicting how the sticker is to be applied to the bag or bundle

J. Sticker Expiration

1. Stickers shall have a life of not less than two calendar years (purchase year and subsequent year). Contractor must define in their Plan of Operations their procedure for managing Sticker expiration. Contractor may deploy a measure such as colored Stickers that change by year. Contractor shall be responsible for collecting bags tagged with a Sticker from the current year and prior year. Contractor may select that stickers have an expiration date equal to the end of the contract.

K. Material Disposal

1. Yardwaste collected via the Sticker program on route as part of the Bid Package A collections will be disposed of as allowed under Bid Package A. Yardwaste collected via the Sticker program via separate routes shall be taken to the Yardwaste Disposal Facility designated by the City.

6.02 Opt-In Solid Waste collection

A. Solid Waste collection services provided by the City are limited to the Base Level of Service. It is the City's intention to ensure an avenue for additional curbside, carted, collection services of Solid Waste be provided to City residents at the best possible cost. Contractor shall offer to sell to residents such additional services, if desired by the residents. This service is to be offered for all the Solid Waste Streams identified for collections under Bid Package A.

B. Note that services provided under this opt-in collection are to be paid solely by the residents who choose to purchase them, and are to be collected solely by the Contractor. The Contractor must provide the mechanism for residents to sign-up for this additional service, at a minimum both telephonically and online. The City of Omaha provides no guarantee to a minimum number or maximum number of participants.

C. Service Limits

1. This opt-in collection service must provide at least one (1) Collection Cart (either Large or Small, to be selected by the Resident) per Solid Waste Stream chosen at the same Unit Cost provided in the Agreement. For example, a resident may request a Small Cart for Recyclables and a Large Cart for Garbage. That resident would be billed by the Contractor two times the unit cost for collection of those opt-in Carts and collection service.

D. Collection Cart for Opt-In Service

1. The Collection Cart provided to the resident for this opt-in service shall follow the specifications detailed in Article 4 of these Special Provisions with the exception of appearance and markings. The Cart provided for this service shall be provided by the Contractor and may be different in color and markings. It is assumed the Cart shall resemble those used by the Contractor as their "standard" Collection Cart.

1 E. Billing

- 2 1. The Contractor shall be allowed to charge Omaha residents an annual cost (derived
3 from the provided Unit Cost in the Agreement) for services of this opt-in collections.
4 The annual charge may be billed in advance by Contractor and should include any cart
5 delivery or pickup fees. Under no circumstances, will Contractor be allowed to charge
6 a delivery or pickup fee. It is further understood, that Contractor may not offer
7 reimbursement to a resident should services be cancelled by the resident mid-year.

8
9 6.03 Termination or suspension of extraordinary services

- 10 A. The City reserves the right to terminate or suspend the Contractor's duty to offer and
11 provide any extraordinary services under this Article 6. In the event of termination of a
12 program under this Article 6, the City shall reimburse the Contractor the reasonable cost of
13 Carts, stickers and/or tags previously purchased by the Contractor for such program but
14 not yet utilized in the program. In the event of termination of such a program, Contractor
15 shall pay refunds to residents who return pre-paid stickers and/or tags.

16 **ARTICLE 7 – HEALTH AND SAFETY PLAN**

- 17 7.01 Each Contractor shall maintain a Health and Safety Plan that demonstrates satisfactory evidence
18 the Contractor has adequate knowledge of the risks associated with curbside collection of Solid
19 Waste. Such detailed Health and Safety Plan shall, by this reference, become an integral part of
20 this Contract. The Public Works Director shall approve any changes in the submitted plan before
21 such changes are instituted. The Health and Safety Plan shall be evaluated and modified at a
22 minimum every five (5) years throughout the term of the Contract.

- 23 7.02 The Health and Safety Plan shall include at minimum the following:

24 A. Applicable Regulations and Laws

- 25 1. The Bidder's Health and Safety plan shall demonstrate adequate knowledge of all
26 applicable OSHA, State, and local laws and regulations.

27 B. Risk Assessment

- 28 1. A risk assessment that identifies potential hazards for each aspect of work required to
29 service the contract with specific detail to localized conditions which may affect the
30 work (i.e. inclement weather conditions).

31 C. Required Training and Equipment

- 32 1. The Bidder shall identify periodic safety training of appropriate staff to ensure
33 employees are reasonably aware and prepared for risks associate with the work
34 described herein. In addition, Bidder shall identify and list all appropriate safety
35 equipment and personnel protective equipment for each task required to service the
36 contract.

37 D. Response Procedures

- 38 1. Bidder shall identify the locations of and routes to the nearest hospital or emergency
39 care center for all proposed facilities required to service the contract. In addition,
40 Bidder shall identify procedures for health emergencies which shall include at a
41 minimum, contacts and instructions for contacting proper local authorities depending on
42 the nature of the emergency, and contacts and instructions for notifying the City.

Bidder shall also identify procedures for correcting any work practices deemed to be unsafe by either the City, reported by City residents, or identified by Bidder personnel.

ARTICLE 8 – PLAN OF OPERATION

8.01 For each Bid Package alternative, a detailed "Plan of Operation" shall be submitted at the time of the bid proposal. Such detailed Plan of Operation shall, by this reference, become an integral part of this Contract. The Public Works Director shall approve any changes in the submitted plan before such changes are instituted. Bids submitted without a complete "Plan of Operation" will be rejected.

8.02 Such detailed plan shall include at a minimum:

- A. the number of collection routes for each collection day for each material collected (separately collected Garbage, Yardwaste, and separately collected commingled Recyclable Materials),
- B. size, colors, number and type of trucks used on each route,
- C. number of collection persons assigned to each type of truck,
- D. approximate number of 'drive-byes' and/or collections each truck is expected to make each day,
- E. number of supervisors assigned and the number of trucks they will be supervising each day,
- F. number of spare vehicles available to replace out-of-service collection vehicles,
- G. method of communication between the collection vehicles and the Contractor's management office,
- H. specific contingency plans for inclement weather,
- I. criteria for adding trucks and personnel due to annexations,
- J. a proposed means of sharing a web- or cloud-based unified data base with the City,
- K. a proposed means of sharing GPS, real-time, route collection information with the City,
- L. details for providing and administering the Yardwaste Sticker Program,
- M. details for handling damage claims, and
- N. other pertinent information as it may relate to the efficient performance of this Contract.

8.03 Throughout the term of this Contract and any extension, the Contractor shall be required to notify and request permission of the City in advance of any changes in the Plan of Operation. Failure to provide advance notice of changes shall be subject to liquidated damages for failing to follow the Plan of Operation.

ARTICLE 9 – CONTRACT COMPLIANCE AND REPORTING

9.01 Report Purpose

- A. Reports are intended to compile recorded data into useful forms of information that can be used by both the City and Contractor to, among other things:

1. Evaluate Contractor performance of duties set forth herein and monitor compliance with contract requirements,
2. Evaluate customer service,
3. Determine and establish payment amounts,
4. Track Collection Carts (both deployed and inventoried),
5. Track program participation and set out rates,
6. Determine needs for adjustment to programs, and
7. Other agreed upon purposes.

9.02 Report Format and Contents

- A. Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them by both the City and Contractor. In support of this mutual benefit, City and Contractor will review and finalize formats prior to contract initiation and will endeavor to incorporate current industry best practices at the outset. The Contractor represents that it will have relevant experience and examples to share with the City as part of this process. Please note that the City reserves right to review and to require changes to reporting formats at any time. At City's request, Contractor shall use standardized reporting forms provided by City.

9.03 Complaint Reports

- A. The Contractor shall receive all resident reported complaints from the City electronically, via a City-supplied electronic database or other web- or cloud-based system as mutually agreed upon. All complaints regarding incomplete collections that are forwarded to the Contractor shall be resolved within 3 hours of transmission of the complaint(s). In the case of a complaint transmitted to the Contractor after 4:00 p.m. on a collection day, resolution shall be made by 10:00 a.m. the next day. However, the Contractor shall respond that same day to significant litter or spillage reported between 4:00 p.m. and 7:00 p.m., to the reasonable satisfaction of the City.
- B. A daily summary report in electronic format which lists the address, date, truck number, time of notification, and time/date of resolution of the complaint must be posted to a unified database or otherwise made available to the Solid Waste Management Office by 8:00 a.m. on the workday following the resolution of such complaint. The Daily Report of Complaints shall include all information reported to the Contractor as well as collection crew number involved, a copy of any photographic documentation and any other pertinent information that may substantiate the Contractor's resolution of the complaint.

9.04 Damage Claim Reports

- A. The Contractor shall provide to the City each week, in an electronic format, an updated list of all damage claims that are currently unresolved and those that were resolved since the last report. The report shall state citizen's name, address, and telephone number, nature of damage claim, estimated cost to repair or rectify damage and the status of the damage claim. Damage claims on the report for more than two (2) weeks shall include a reason why the claim has not been resolved. This includes all damage claims, received directly by the Contractor and reported by the City to the Contractor. The Contractor shall make repairs or replacement within two (2) weeks of receiving a valid damage claim regarding Collection Carts. All other damage claims must be resolved within 4 weeks from initial

notification to the Contractor that such claim exists. Resolution means that the Contractor has communicated with the resident and has either established a mutually accepted settlement and timeline or clearly denied responsibility for the damage claim.

9.05 Electronic Reports

- A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service.

9.06 Annual Report

- A. The Contractor must submit an Annual Report to the City in hard copy format on or before March 31st of each year which covers the prior calendar period. At a minimum, the report should provide:
1. A validated database listing of all residential units receiving services by Contractor. The listing must clearly identify any additions or deletions which occurred from the prior year and which will result in a change to the household count eligible for remuneration. As detailed previously, annexations will be handled at the time of annexation and, while included in this report, they will not be required to be clearly identified as an addition or deletion for which contract adjustment is requested.
 2. A Collection Cart inventory including serial #, RFID #, date of purchase, date of deployment, address of deployment, and other relevant information. Inventory must identify any replacements which may have occurred due to warranty or replacements due to Contractor damage.
 3. A forecast for future Collection Cart purchases; include current and next calendar year estimates.
 4. A vehicle inventory listing of all vehicles used in performing services under this Contract including the license plate number, VIN, make, model, model year, purchase date, engine overhaul/rebuild date (if applicable), and mileage at December 31.
 5. An overall assessment by Contractor of the Solid Waste Collections system. Assessment should include any recommendations for improvement, streamlining of data sharing and reporting, or other program elements.
- B. Contractor should provide an example Annual Report, Outline, or Table of Contents with their bid.

9.07 Daily Report

- A. Report to include these entries into the shared database each day:
1. Number of collection vehicles in service
 2. Number of drivers available to work

3. Number of helpers available to work
4. Number of local dispatchers available to work
5. Number of route supervisors available to work

ARTICLE 10 – VIOLATIONS AND LIQUIDATED DAMAGES

10.01 The City shall notify the Contractor of each violation of the Contract that is reported to or discovered by the City. It shall be the duty of the Contractor to take whatever steps may be necessary to provide timely remedy of the cause of a valid complaint.

10.02 The parties acknowledge that damages which the parties might reasonably anticipate from a breach of this Contract are difficult to ascertain because of their indefiniteness or uncertainty. Therefore, the parties agree that liquidated damages, as detailed in section X, 1 thru 3, should be paid by Contractor to the City as liquidated damages for the said breach. The parties acknowledge that such liquidated damages are a reasonable estimate of the damages which would probably be caused by a breach, and are reasonably proportionate to the damages actually caused by the breach.

10.03 The assessment of liquidated damages shall be at the reasonable discretion of the City and shall be in lieu of other remedies, if imposed. The City may deduct the full amount of any liquidated damages from any payment due to Contractor, but any liquidated damages not so deducted shall remain the obligation of Contractor and be payable to the City on demand.

10.04 The City may assess liquidated damages in lieu of other remedies available to the City for breach of this Contract or violation of City Code. The assessment of liquidated damages shall not by itself constitute a termination of this Contract, unless the separate procedures for termination are followed. Failure to impose liquidated damages for lack of performance shall not constitute a waiver of the City's other rights and/or remedies, including but not limited to those under either the Agreement or the City Code or those associated with Contractor non-performance.

10.05 Failure to Commence Work

- A. Failure to commence work on the established and mutually agreed upon date for collections under the Contract shall result in liquidated damages of \$25,000 per calendar day.

10.06 Logged Complaints

- A. Overall performance on this Contract shall be measured by the monthly number of City documented violation events. The City will maintain a monthly log that will be updated and shared with the Contractor via the shared database. Violation events will include valid complaints from residents and negative observations of Contractor performance made by City EQD staff. The City shall screen complaints from residents and act in good faith to exclude any invalid, frivolous, or unreasonable complaints from the log. Acts or omissions that may be counted in enforcing this portion of the Liquidated Damages are as follows:

1. Incomplete collection of properly prepared Solid Waste from any service address defined herein.
2. Failure to resolve, to the reasonable satisfaction of the City, an incomplete collection or valid complaint within the time requirements specified herein.

3. Failure by Contractor to make available to the Solid Waste Management Office a report of unresolved complaints by 8:00 a.m. the next morning OR failure to provide dispositions for each complaint.
4. Failure by Contractor to provide proper written notification to the resident, at the time of initial collection, specifying the reason containers or items were not accepted. Written notification may be provided by in cab recording of appropriate information to a database accessible to both the city and contractor with the required information. In such case of using a database, an "oops" tag shall be left with a phone number for more information.
5. Failure to make available to the Solid Waste Management Office, the summary report of information regarding residents notified of materials not collected, by 8:00 a.m. the following day. Record(s) of notification that are not properly completed (no address or incomplete address, no truck number or other items left blank) will for this section be considered to have NOT been issued.
6. Failure to deliver or recover Collection Carts within five (5) days, as required.
7. Causing or allowing Solid Waste to become litter.
8. Failure to reach a resolution on reported damage claims within five (5) weeks of being notified that such damage claim exists.
9. Failure to promptly cleanup spills.
10. Employees acting in an unsafe or discourteous manner.
11. Collection personnel not wearing safety vests, shirts, or other appropriate safety clothing.
12. Drivers failing to follow traffic regulations or unnecessarily blocking traffic.
- B. Should the number of violation events exceed one (1) per 1,000 RUs serviced in any month, the City may consider the Contractor in breach of the Contract and deduct from payments due or to become due the Contractor, liquidated damages in the amount \$1,000 per collection day in that month. As illustration:
 1. August 2018 has 23 collection days. Complaints exceed the benchmark of one (1) per 1,000 RUs (or 1,500 based on 150,000 RUs), liquidated damages due would be \$23,000 and would be subtracted from payment made to Contractor for August services rendered.

10.07 Individual Stipulated Liquidated Damages

- A. In addition to being included in the monthly tally above, the City may assess liquidated damages in the amount of \$150 per incident for the following:
 1. Situations where the City corrects an incomplete collection, after the Contractor's failure to act within the timeframes specified in the Contract.
 2. Failure to deliver or recover Collection Carts within the timeframes specified in the Contract.
 3. Failure to promptly cleanup spills (respond within two hours) and/or to report to City response activities.
 4. Failure to request and obtain permission from City for collecting outside of the hours specified in the Contract.

5. Failure to complete route-wide day of collections by 7:00 PM, unless prior approval is granted by City.
 6. Failure to place Collection Carts out of the street right of way or alley right of way following collection. Carts shall not be placed (or replaced) in a manner that blocks driveways.
 7. Failure to return Collection Carts to point of retrieval for Special Collection RUs.
- B. Regarding 10.07.A.6 and 10.07.A.7, liquidated damages will be doubled (\$300) for occurrences in excess of three (3) times per calendar year on a per RU address basis.

10.08 Major Violations

- A. For the following major acts or omissions, except as allowed by the Director, each shall be considered a breach of the Contract for failing to follow the Plan of Operation. For the purpose of computing damages under the provision of this Section, it is agreed that the City may deduct from payments due or to become due the Contractor, liquidated damages in the amount \$1,000 per occurrence per day.
1. Comingling of types of Solid Waste when required to be separate by Contract.
 2. Delivering Solid Waste to location(s) not specified by Contract, including but not limited to the following:
 - a. Delivery of Garbage to the recycling facility or any location other than the specified Landfill.
 - b. Delivery of separately collected Recyclable Materials to any landfill or any location other than the designated processing center.
 - c. Delivery of Yardwaste to the Landfill or recycling facility when separately collected and required by Contract to be delivered to the City-designated Yardwaste compost facility.
 3. Collection of material(s) not allowed, including but not limited to; white goods, liquids, and tires; OR collection of material(s) in a manner not specified herein.
 4. Failure to follow the Plan of Operation as submitted to and approved by the Public Works Director; including, but not limited to, not having the specified number of drivers or trucks in service.
 5. Failure to provide trucks and/or rolloff containers as required by Contract for Spring and Fall Cleanup Events.
 6. Operation of a collection vehicle above the maximum gross vehicle weight permitted by applicable State of Nebraska statutes. Liquidated damages may be assessed for each vehicle that exceeds the maximum gross weight by more than 1000 pounds. Proof of such violation will be the weight summaries received from the disposal and/or processing locations.
 7. Failure to have required equipment on trucks for cleaning up spilled material (shovels, brooms, brushes and etc.), or failure to have Contract-required signage posted on collection trucks.
 8. Failure to meet the alternative fuel requirements set forth in Contract.

9. Failure to submit the Annual Report on or before March 31st of each year. Damages will be applied for each business day thereafter.

B. Assessment of such liquidated damages does not prevent the City from collecting other liquidated damages that may apply under this Contract.

C. Repeat violations may be cause for termination of the Contract.

10.09 Violation Appeal Procedure

In the event that the Contractor disagrees that an act or omission has occurred or with the damages assessed for any act or omission, the Contractor shall have the right to appeal such to a higher authority. Such appeal shall be in writing within ten days of the notice of the decision appealed from, and be submitted to the following in the order listed: Quality Control Manager, Assistant Public Works Director – Environmental Services, Public Works Director, and the City Council. The decision of the City Council shall be final, subject to judicial appeal by petition in error.

ARTICLE 11 – NOTIFICATION

11.01 Official notification related to this contract shall be made in writing to the parties listed below:

For City:

For Contractor:

Omaha Public Works Director

Suite 601

1819 Farnam Street

Omaha, NE 68183

ARTICLE 12 – BASIS AND METHOD OF PAYMENT

12.01 Documentation

A. Each week, the Contractor shall supply the City with daily reports summarizing the information contained on the weight tickets. Separate reports are required for Garbage, Yardwaste and Recyclable Materials. Information provided shall include Date, Time, Truck Number, Gross Weight in pounds, Tare Weight in pounds, Net Weight in pounds, and Calculated Net Weight in tons. The Contractor shall chronologically file and maintain scale tickets for a minimum of 180 days. Filed tickets shall be available for review by the City during normal business hours. Note: Tare weight shall be obtained by reweighing the vehicle after each delivery. No stored tare weights shall be used (see note concerning electronic reports above).

12.02 Payment

A. The Contractor shall be paid monthly an amount that is equivalent to the summation of the unit bid price multiplied by the actual number of approved Residential Unit collection locations. Payment shall be included similarly for any month in which Spring or Fall Cleanup services are provided.

B. The Contractor must submit an invoice and all required supporting documentation (hard copies, not electronic) to the City's Solid Waste Management Office detailing the billing units (including acknowledgment of the number and type of liquidated damages and deductions for the Education and Information program sent to the Contractor by the City), current unit bid prices, and the amount due for each month's services. The Contractor shall be paid no later than thirty (30) working days after submitting to the City all information required to make accurate payments each month.

ARTICLE 13 – ANNUAL ADJUSTMENT OF BID PRICES

13.01 The unit prices disclosed on each Bid Proposal will be adjusted annually to reflect the change in the cost of living. No fuel surcharges will be allowed under this Contract. The annual rate adjustment will apply to all unit prices in the Contract. The annual rate adjustment will be predicated on the year-over-year change in the U.S. Bureau of Labor's Consumer Price Index-W (CPI-U), Garbage and Trash. The annual rate adjustment may be adjusted upward or downward, on April 1 of each year, following the first full year of the Contract, based on the following formula:

$$\frac{\text{Existing unit price(s)}}{1 - \left(\frac{CPI_{t+1} - CPI_t}{CPI_t} \right)}$$

Where,

CPI_{t+1} = Consumer Price Index-U, Garbage and Trash, for March of the calendar year of the adjustment

CPI_t = Consumer Price Index-U, Garbage and Trash, for March of the previous calendar year

13.02 For purposes of calculating an adjustment, the base rate for the adjustment shall be the unit price in effect on the contract implementation date, in the calendar year preceding the year the adjustment is made.

13.03 As soon as possible after the monthly CPI data for March is published, the Contractor shall send to the Public Works Director a rate adjustment statement providing the relevant data, the calculated percentage increase or decrease, and a revised Price Schedule Form reflecting the increases or decreases.

13.04 Adjustments to the Unit Prices shall be made only in units of one cent (\$0.01). Fractions less than one cent (\$0.01) will not be rounded up or down to the nearest whole cent.

13.05 In any year the total adjustment shall not exceed four percent (4%). If the calculated amount exceeds 4%, the dollar amount in excess of 4% for Bid Package A Services only, may be carried forward and included in a future annual adjustment so long as 1) the future annual adjustment does not exceed 4% and 2) the Contract or Contract extensions are still in effect. Any amount carried forward at the end of the base Contract term or any exercised extension will not be due to Contractor. An example adjustment of bid prices can be found in Appendix D to these Special Provisions.

13.06 If the aforementioned CPI series is discontinued or substantially altered during the term of this contract, the City may select another relevant price index published by the United States Government or a reputable publisher of financial or economic indices.

1 **ARTICLE 14 – PUBLIC EDUCATION AND INFORMATION**

2 14.01 The City of Omaha will develop and distribute, educational and informational material
3 concerning the Solid Waste Management program. Educational and informational material may
4 consist of collateral material(s) (brochures, flyers, pamphlets, etc.) describing the collection
5 process, (who, what, when, where and how many) and the regulations pertaining to the collection
6 of Solid Waste and Recyclables. Any particular problems that are being experienced by the
7 Contractor and what the residents can do to eliminate or reduce those problems may be included.
8 Distribution may be made seasonally, or when a change in the manner in which collections is
9 made or Solid Waste and/or recyclable materials are processed. Changes shall include, but are not
10 limited to: the addition or deletion of recyclable materials from collection, pilot recyclable
11 materials collection programs and changes that are made in the Omaha Municipal Code, or
12 Nebraska State Law that pertain to Solid Waste and/or recyclable materials collection and/or
13 processing.

14 14.02 Copies of collateral material will be provided to the Contractor prior to being sent to the printer,
15 and time will be allowed for the Contractor to review and comment on the information being
16 provided to the residents. The City will often involve Contractor early in the development of
17 educational and promotional programs and the Contractor will be expected to attend any
18 neighborhood association meetings, events, etc. to help promote programs when directed by the
19 City. Participation in these efforts will be at no additional cost to the City.

20 14.03 Further, during the term of the Contract, Contractor must provide funding in support of public
21 education. Funding will be in the amount of two dollars and fifteen cents (\$2.15) per active
22 customer in year one and will be adjusted annually as detailed in XIV. Payment will be in arrears
23 semi-annually on or before July 1 for period ending June 30 and on or before January 1 for period
24 ending December 31. Partial periods will be prorated based on the actual number of days covered
25 in the period. Active customers will be defined as any collection address participating in any
26 Solid Waste collection service provided under this contract. At end of Contract, final payment
27 due City will be deducted from Contractor's final invoice for service.

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APPENDICES

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APPENDIX A – DAY OF COLLECTIONS MAP

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APPENDIX D – EXAMPLE PRIVATE DRIVE RELEASE

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Appendix D -- Proposed Release for Using Private Streets

HOLD HARMLESS AGREEMENT

1. (I) (WE), the undersigned, represent and warrant that (I) (WE) are the owners of property located at:

2. (I) (WE) have requested a special waste collection service from <Collection Contractor>, such service requiring that equipment operated by <Collection Contractor> enter or be placed upon the above referenced property.

3. (I) (WE) are informed and acknowledge that the placement, presence and retrieval of such equipment upon and from residential property involves a high likelihood of damage being done to such property.

4. Acknowledging such risk of loss or damage, (I) (WE) hereby authorize <Collection Contractor> to provide such service as requested and do hereby agree to bear all risk of loss or property damage to (my) (our) property. Should any such loss or damage occur (I) (WE) hold <Collection Contractor> and its employees and agents harmless from and against any claims for loss or damage and will indemnify <Collection Contractor> from and against any claims made by third parties claiming some interest in the property.

Signed this _____ day of _____, 20____.

WITNESS: _____

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**APPENDIX E – COLLECTION CART FINANCING
WORKSHEET**

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Appendix E - Collection Cart Financing Worksheet (Debt Service Calculation)

Instructions: Bidder is to input values highlighted in blue. These inputs should be filled with the details of financing (if any) for the purchase of Collection Carts on behalf of the City of Omaha. Inputs found on Bid Package B in the Bid Form with pages and line items outlined in brackets [].

A	B	C
1 Number of Collection Carts		450,000
2 Cost per Collection Cart		
Cost for A&D Per Collection Cart		
3 Total Collection Cart Cost		\$ -
4 Rate of Return		\$ -
5 Total Return		\$ -
6 Required Proceeds		\$ -
7 Term (Years)		10
8 Interest Rate (APR)		
9 Sources of Funds		
10 Par Amount		\$ -
11 Total Sources of Funds		\$ -
12 Uses of Funds		
13 Proceeds		\$ -
14 Cost of Issuance		\$ -
15 Debt Service Reserve		\$ -
16 Other Costs		\$ -
17 Total Uses of Funds		\$ -
18 Annual Debt Service		\$ -
19 Annual Payment		\$ -

Estimated number of Collection Carts to be purchased
Unit cost per Collection Cart, [From Bid Form 13 Line Item 1]
Unit cost per Collection Cart, [From Bid Form 13 Line Item 2]
Line 1 x Line 2 + Line 1 x Line 1 = Total cost for all Collection Carts
[From Bid Form 14 Line Item 7]
Total Collection Cart Cost from Line 3
Term of financing for Collection Cart purchase
Interest rate for financing [From Bid Form 14 Line Item 8]
Equals Line 17
Line 10 = Total sources of funds to be financed
Equals Line 6
Column B Line 14 x Line 10 = Cost of issuance for financing [From Bid Form 14 Line Item 9]
Column 3 Line 15 x Line 19 = Cost of issuance for financing [From Bid Form 14 Line Item 10]
Any other costs associated with this can purchase [From Bid Form 14 Line Item 11]
Sum of Lines 13-16
Payment based upon Total Sources of Funds (Line 11), Term (Line 7), Rate of Return (Line 4), and Interest Rate (Line 8) [Insert value on Bid Form 14 on Line Item 12 and the Bid Summary Page on Bid Form 5]

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APPENDIX F – EXAMPLE CPI ADJUSTMENT

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Appendix F

Sources of Consumer Price Index - All Urban Consumers - Garbage and Trash Collection in U.S. City Average

Basis for Adjusting Collection Payment After First 12 Months of Contract

Series Id: CUUR00000SEHG02

Not Seasonally Adjusted

Area: U.S. city average

Item: Garbage and trash collection

Base Period: Dec. 1983 = 100

Years: 2008 - 2018

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF 1	HALF 2
2008	356.9	358.1	358.6	359.6	361.5	363.2	366.0	369.0	369.7	371.2	371.5	371.1	364.7	359.5	369.8
2009	371.8	372.5	373.2	375.4	375.6	376.6	377.5	377.9	378.3	379.6	379.2	379.2	376.4	374.2	378.6
2010	380.0	382.5	383.4	383.6	383.4	383.7	383.8	385.0	385.9	385.9	387.2	387.9	384.4	382.8	386.0
2011	389.7	391.9	391.9	392.8	395.5	395.3	395.7	396.6	397.0	397.1	398.9	398.7	395.1	392.8	397.3
2012	398.8	400.4	401.7	400.9	401.1	402.8	408.2	406.8	407.6	409.6	410.2	410.4	404.7	401.0	408.5
2013	411.1	411.8	412.3	413.7	414.5	414.6	416.5	417.8	418.4	419.7	421.4	422.2	416.2	413.0	419.3
2014	422.4	422.5	423.4	425.4	425.2	425.9	426.6	426.8	427.3	428.0	427.8	428.2	425.8	424.2	427.4
2015	427.7	429.2	429.2	429.8	431.2	430.8	431.2	433.0	433.8	434.8	436.4	437.0	432.0	429.7	434.4
2016	437.2	438.3	437.7	437.7	438.3	437.9	438.6	439.4	439.7	440.3	443.3	444.7	439.4	437.8	441.0
2017	446.3	447.7	447.0	447.1	447.3	448.0	448.3	448.7	449.0	452.2	453.8	453.6	449.1	447.2	450.9

<https://beta.bls.gov/dataViewer/view/timeseries/CUUR00000SEHG02>

Appendix F

Example Adjustment to Unit Prices After First 12-months of Contract - Hypothetical Contract Start January 1, 2008

Contract Year	CPI Index Amount March	(B)	(D)	(E)			Final Unit Price Adjustment
		Change in Previous Year from Year Before	Unit Cost Adjustment Factor	Unit Price Calculated with Adjustment Factor (Assume Starting Unit Price of \$100.00)	% Unit Price Adjustment by Dollar Amount Increase (Max 4%)	Unit Price Increase Limited to 4% maximum Increase	Excess Dollar Amount to Carry Over to Next Increase
		$(CPI_{t+1} - CPI_t)$	$1 - \left(\frac{CPI_{t+1} - CPI_t}{CPI_t} \right)$	$1 - \left(\frac{CPI_{t+1} - CPI_t}{CPI_t} \right)$ <i>Existing Unit Price</i>			
2008	358.35	-	-	\$ 100.00	-	\$ 100.00	\$ 100.00
2009	373.24	14.69	0.959	\$ 104.27	4.3%	\$ 4.17	\$ 104.17
2010	383.36	10.12	0.973	\$ 107.18	2.8%	\$ 2.90	\$ 107.18
2011	391.86	8.49	0.978	\$ 109.61	2.3%	\$ 2.43	\$ 109.60
2012	401.69	9.84	0.975	\$ 112.43	2.6%	\$ 2.82	\$ 112.43
2013	412.31	10.61	0.974	\$ 115.48	2.7%	\$ 3.05	\$ 115.48
2014	423.41	11.11	0.973	\$ 118.68	2.8%	\$ 3.20	\$ 118.67
2015	429.24	5.82	0.986	\$ 120.33	1.4%	\$ 1.83	\$ 120.33
2016	437.70	8.46	0.980	\$ 122.75	2.0%	\$ 2.42	\$ 122.75
2017	445.99	9.29	0.979	\$ 125.41	2.2%	\$ 2.66	\$ 125.41

Note: Annual 2009 adjustment, % increase is shown to be > 4%. Adjustment limited to 4% with dollar amount in excess of 4% carried forward. This is allowed for Bid Package A Unit Prices only.