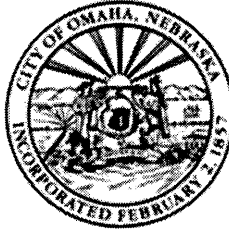


**CITY OF OMAHA  
PUBLIC WORKS DEPARTMENT**



**PROJECT MANUAL**

for the construction of

**OPW 53624 (Rebid)**

**Omaha Mixed Recyclables Processing 2021-2030**

**Bids received until 11:00 A.M. Wednesday, August 26, 2020**

**Contract Award \_\_\_\_\_, 20\_\_\_\_ Resolution No. \_\_\_\_\_**

**Contractor: \_\_\_\_\_**

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1 **INVITATION TO BID**

2 **RECEIPT OF BIDS**

3 Sealed bids for the performance of the **City of Omaha OPW 53624, Omaha Recycling Processing**  
4 **Contract 2021-2030** will be received for the City of Omaha by the City Clerk.

5 **Bids will be received at the office of the City Clerk, LC-1, Omaha/Douglas Civic**  
6 **Center, 1819 Farnam Street, Omaha, Nebraska 68183, until 11:00 a.m. (local**  
7 **time), Wednesday, August 26, 2020, and shortly thereafter the bids will be**  
8 **opened publicly and read out loud.**

9 **GENERAL DESCRIPTION OF WORK**

10 The City of Omaha is seeking a Contractor for the processing of recyclables collected curbside by the City's  
11 official collection contractor. Furthermore the City is also selecting a contractor who will establish and  
12 operate unstaffed recycling drop-off sites. The contract shall include the furnishing of labor, facilities,  
13 materials, equipment, and services for completion to the work.

14 This project will be bid in two packages: Bid Package A – Recycling Processing.

15 **TYPE OF BID**

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

17 **DOCUMENT EXAMINATION AND PROCUREMENTS**

18 The Bidding Documents may be examined at the following location:

19 Public Works Department  
20 Omaha/Douglas Civic Center, 6<sup>th</sup> Floor  
21 1819 Farnam Street  
22 Omaha, Nebraska 68183

23 The bidding documents may be obtained by download on the Douglas County/City of Omaha Purchasing  
24 Department website: <https://www.douglascountypurchasing.org/> at a cost of \$30. A compact disk  
25 containing the bidding documents may be obtained from the issuing office at a cost of \$60.

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

29 **BID SECURITY**

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

## 1 CONTRACT SECURITY

2 The successful Bidder will be required to furnish a Performance, Payment and Guarantee Bond as described  
3 in Instructions to Bidders Article 20.

## 4 PRE-BID CONFERENCE

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

## 6 CONTRACT TIME

7 The Contract Time is defined in Instructions to Bidders, and specified in the Agreement.

## 8 QUALIFICATION OF BIDDERS

9 Requirements concerning the qualifications of Bidders are described in the Instructions to Bidders.

## 10 OWNER'S RIGHT TO REJECT BIDS

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

14 END OF SECTION

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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, solid waste collections industry, recycling processing 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
052620 OPW 53624, Omaha Recycling Processing Contract 2021-2026 Bid Package.docx	052620 OPW 53624, Omaha Recycling Processing Contract 2021-2026 Bid Package.pdf

1 2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only for the  
2 purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for any  
3 other use.

#### 4 **ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

5 3.01 Bidders shall be qualified to perform the Work contained in the Contract. To demonstrate Bidder's  
6 qualifications to perform the Work Bidder shall submit (a) written evidence establishing its  
7 qualifications such as financial data, previous experience, and present commitments, and (b) the  
8 following additional information:

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

26 3.02 Bidders must complete and include with the Bid a Certificate of Compliance Form which is  
27 included as Exhibit "B" of the Bid Form.

28 3.03 A Bidder's failure to submit required qualification information with their bid will disqualify Bidder  
29 from receiving an award of the Contract.

30 3.04 No requirement in this Article 3 to submit information will prevent the right of Owner to seek  
31 additional pertinent information regarding Bidder's qualifications.

32 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's  
33 representations and certifications.

#### 34 **ARTICLE 4 – NOT USED**

1     **ARTICLE 5 – BIDDER’S REPRESENTATIONS**

2     5.01     It is the responsibility of each Bidder before submitting a Bid to:

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

40     **ARTICLE 6 – PRE-BID CONFERENCE**

41     6.01     A pre-bid meeting will be held at 10:30 a.m. (local time) on Wednesday, June 24, 2020 at the Room  
42               702 of Omaha/Douglas Civic Center, 1819 Farnam Street, Omaha, Nebraska 68183. Prebid will  
43               also be available via Google Meet meeting. Registered plan holders will receive the Google Meet  
44               contact information. 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 potential 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 August 7, 2020 may 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. 10<sup>th</sup> 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 to all Bidders that have requested the Bidding Documents for these service contracts. A final Addendum, if necessary, shall be issued on or before **August 12, 2020**. No Addenda shall be issued following **August 12, 2020**.

## ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent (5%) of the greatest amount shown for any Bid Package/Alternate for year one, shown on Bid Package Summary, page Bid Form-5.

- 8.02 In no case shall the Bid security be less than Ten Thousand Dollars (\$10,000.00)

- 8.03 Bid security shall be 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.

- 1 B. Contractor shall obtain the required bonds from surety companies that are duly licensed or  
2 authorized in the jurisdiction in which the Project is located to issue bonds in the required  
3 amounts.
- 4 C. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or  
5 its right to do business is terminated in any state or jurisdiction where any part of the Project  
6 is located, or the surety ceases to meet the requirements above, then Contractor shall promptly  
7 notify Owner and shall, within 20 days after the event giving rise to such notification, provide  
8 another bond and surety, both of which shall comply with the bond and surety requirements  
9 above.
- 10 D. If Contractor has failed to obtain a required bond, Owner may exercise Owner's right to  
11 termination.
- 12 E. Upon request, Owner shall provide a copy of the Performance, Payment, and Guarantee bond  
13 to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or  
14 materials used in the performance of the Work.
- 15 8.04 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract  
16 to such Bidder, and such Bidder has executed the Agreement, furnished the required contract  
17 security, and met the other conditions of the Notice of Award, whereupon the Bid security will be  
18 released. If the Successful Bidder fails to execute and deliver the Agreement and furnish the  
19 required contract security and certificates of insurance within 14 calendar days after the Notice of  
20 Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid  
21 security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if  
22 Bidder defaults in the manner stated in this subsection.
- 23 8.05 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the  
24 award may be retained by Owner until the Effective Date of the Agreement or 91 days after the Bid  
25 opening, whereupon Bid security furnished by such Bidders will be released.

## 26 **ARTICLE 9 – CONTRACT TIMES**

- 27 9.01 The Contractor should be prepared to commence processing operations on January 1, 2021.  
28 Bidders not able to meet the January 1, 2021 start date for full scale operations must include in the  
29 plan of operations submitted, the means and methods of how recycling will be processed until full  
30 scale operations are in place. These alternative operation must not go beyond July 1, 2021. Initial  
31 contract term shall conclude on December 31, 2030. Up to two subsequent five-year extensions  
32 may be exercised upon the sole discretion of the Owner. Refer to Article 3 Paragraph 3.01 of the  
33 Special Provisions for further details.

## 34 **ARTICLE 10 – VIOLATIONS AND LIQUIDATED DAMAGES**

- 35 10.01 Provisions for violations and liquidated damages, are set forth in the Agreement and defined in  
36 Article 7 of the Special Provisions.

## 37 **ARTICLE 11 – SUBSTITUTE AND “OR-EQUAL” ITEMS**

- 38 11.01 The Contract for the Work, as awarded, will be on the basis of services and equipment specified or  
39 described in the Bidding Documents without consideration during the bidding and Contract award  
40 process of possible substitute or “or-equal” items. In cases in which the Contract allows the  
41 CONTRACTOR to request that Owner authorize the use of a substitute or “or-equal” service or  
42 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. 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.

- 13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The address

for receiving notices of the partnership shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the address for receiving notices of the firm shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each party to the joint venture in the manner indicated on the Bid Form. The address for receiving notices of the joint venture shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid.

13.11 Bidders must complete and include with the Bid a Responsible Contractor Compliance Form (RC-1) which is included as Exhibit "C" of the Bid Form. Additional copies may be obtained from the Issuing Office.

## **ARTICLE 14 – BASIS OF BID**

### **14.01 Unit Price**

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price sections of each Bid Package in the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with the Special Provisions.

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

## **ARTICLE 15 – SUBMITTAL OF BID**

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

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the

invitation to bid and shall be enclosed in an opaque sealed envelope with the Project title, the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "Omaha Recycling Processing Contract 2021-2030 BID ENCLOSED." A mailed Bid shall be addressed to:

Office of the City Clerk  
Omaha/Douglas Civic Center  
1819 Farnam Street, Suite LC-1  
Omaha, NE 68183

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

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

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

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

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

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

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

#### **ARTICLE 17 – OPENING OF BIDS**

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

17.02 After the bid reading, the Owner shall compare proposals based on the corrected total bid amounts. Comparison results consisting of the total bid amounts will become public two (2) working days after the bid date. Detailed results consisting of the corrected bid tabulations will become public one (1) working day after the recommendation for award has been approved by the Public Works Director. The City reserves the right to reject any or all proposals and to waive any informalities,



1 irregularities, minor defects, or technical errors as may be deemed best for the interests of the City.

2 17.03 All bid documents submitted to the City may be subject to a public records request. If a bidder  
3 wishes to assert that certain bid documents are exempted from disclosure as public records, the  
4 bidder shall separately enclose and mark such documents as confidential, and provide a statement  
5 citing the factual and statutory basis for nondisclosure. In the event of a public records request for  
6 such bid documents labeled confidential, the City will advise the bidder as to its determination of  
7 disclosure or nondisclosure.

## 8 **ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

9 18.01 Bids must remain valid and open for a period not less than 90 days following the date of the Bid  
10 Opening. During this period, all Bids will remain subject to acceptance until successful Bidder has  
11 been awarded the Contract, but Owner may, in its sole discretion, release any Bid and return the  
12 Bid security prior to such award.

## 13 **ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

14 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming,  
15 nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that  
16 Owner finds, after reasonable inquiry and evaluation, to not be responsive. If Bidder purports to  
17 add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or  
18 attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner  
19 will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor  
20 informalities not involving price, time, or substantial changes in the Work. Discrepancies between  
21 words and figures will be resolved in favor of the words. Bidders have the right to appeal any  
22 rejection decision to Owner.

23 19.02 Any or all bids will be rejected if Owner has reason to believe that collusion exists among the  
24 Bidders.

25 19.03 Owner reserves the right to waive immaterial irregularities in the Bids. Owner reserves the right  
26 to request oral presentations from Bidders determined to be in compliance with the requirements  
27 and use the information derived from the oral presentations, if any, in the evaluation. Any expenses  
28 incurred by the Bidder in order to make oral presentations will be borne by the Bidder.

29 19.04 Evaluation of Bids

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

33 B. Bids will be evaluated to determine the lowest Bidder based on the Total Annual Estimated  
34 Contract Price. Note this cost will reflect the combination of Bid Packages which have been  
35 selected by the Owner and may not represent the lowest cost Bid Package combination to the  
36 Owner.

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

40 C. The Lowest and Best Bid will be determined by examining the results of paragraph 19.04 B,  
41 along with an evaluation of the experience, financial and other qualifications information

submitted. Selection will not be based on cost alone. Other factors, such as expertise, may be considered essential. The following criteria will be used to form the basis for selection decision:

1. Bidder's demonstrated commitment to maintain sufficient resources and equipment to provide timely and high-quality customer service throughout the term of the agreement, and particularly during peak volume periods. Level of commitment to be supported by Resource Allocation Plan and Bidder's qualifications and reputation in municipalities and environments similar to Owner's.
2. The quality and level of detail provided in the Bidder's Plan of Operations, Health and Safety Plan, and information required by the Bidding Documents.
3. Bidder's financial ability to deliver the service requirements detailed herein and demonstrated past performance on similar municipal agreements. Note that Bidder must disclose any municipal contracts that have been terminated for cause in the last five years; failure to do so will be cause for the City to consider rejection of bid.

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

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

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

19.08 If the Contract is to be awarded, it will be awarded to the Lowest and Best Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

19.09 If the Contract is to be awarded, Owner shall give successful Bidder a Notice of Award. No other act of Owner or others will constitute acceptance of a Bid.

19.10 Owner reserves the right to award or not award any Bid Package included as part of the Bidding Documents.

## **ARTICLE 20 – BONDS AND INSURANCE**

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

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

1. Bidder shall furnish and maintain a Performance, Payment and Guarantee bond, during each year of the agreement, in an amount at least equal to one (1) year of the Contract Price plus the annual Consumer Price Index adjustment for that year, as security for the faithful performance and payment of all of Bidder's obligations under the Contract. This

bond shall remain in effect until one year after the end of the contract term as defined in Article 3 Paragraph 3.01 of the Special Provisions, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Bidder shall also furnish such other bonds as are required by other specific provisions of the Contract.

2. 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.
3. Bidder 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.
4. If the surety on a bond furnished by Bidder 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 Bidder 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.
5. If Bidder has failed to obtain a required bond, Owner may exercise Owner's right to 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 (14) 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 days 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.

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

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

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

#### **ARTICLE 25 – NONDISCRIMINATION IN EMPLOYMENT**

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

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

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

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

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

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

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

21 5. 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) herein,  
23 including penalties and sanctions for noncompliance; however, in the event the  
24 Contractor becomes involved in or is threatened with litigation as the result of such  
25 directions by the Owner, the Owner will enter into such litigation as is necessary to  
26 protect the interests of the Owner and to effectuate the provisions of this division; and, in  
27 the case of contracts receiving federal assistance, the Contractor or the Owner may  
28 request the United States to enter into such litigation to protect the interests of the United  
29 States.

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

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

42 26.01 Successful Bidder is required and hereby agrees to use a federal immigration verifications system  
43 to determine the work eligibility status of new employees physically performing services within  
44 the State of Nebraska. A federal immigration verification system means the electronic verification  
45 of the work authorization program authorized by the Illegal Immigration Reform and Immigrant  
46 Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent  
47 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 rescission of the Contract by Owner. A copy of the form Affidavit for Employee Classification Act is attached to the Agreement.

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

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

### **A. History**

- 1. Each Bidder shall submit with their bid a brief company history. As part of the history the bidder shall identify the origin of their business and identify key milestones as part of their growth and success in the field of recycling processing. This should include a corporate overview identifying the corporation or company's world headquarters. A statement of the bidder's commitment to the sustainable future of solid waste management in the City of Omaha is expected.

### **B. Experience**

- 1. Each bidder shall submit documentation with enough detail (including references) to show such bidder's experience with regard to:
  - a. Experience (cite years and size of facility) in the successful operation of a facility that sorted and processed post-consumer recyclable materials for resale including at

1 least two of the following materials: any grade of paper fiber, aluminum, steel, or  
2 plastics.

3 b. Experience must be of a comparable size as outlined in these Special Provisions.

4 c. Experience may be that of the corporation or company, or the managers of the  
5 corporation or company.

6 2. The Bidder must also be able to demonstrate sufficient experience to satisfy the City that  
7 Bidder can fully and satisfactorily comply with the provisions of the Contract Documents.

8 3. Each bidder shall submit documentation with enough detail (including references)  
9 showing such bidder's relevant experience in marketing post-consumer recyclable  
10 material. Documentation shall include:

11 a. Type of recyclable material(s) sold;

12 b. Amount of each type of recyclable material sold in tons;

13 c. Documentation that the potential for future sales of recyclable materials to the same  
14 or similar markets does in fact exist.

15 4. Operations which have been or are now being operated by the Bidder shall be subject to  
16 inspection to determine the Bidder's ability to perform satisfactorily under the Contract.

17 a. No Contract shall be awarded to a Bidder who, as determined by the City, is  
18 unqualified to adequately perform due to an unsatisfactory record, inadequate  
19 experience, or who lacks the necessary capital, organizational, or equipment to  
20 conduct and complete the services in strict accordance with the terms and conditions  
21 of the Contract.

22 C. Financial Capability

23 1. Each bidder shall submit documentation demonstrating financial capability to undertake  
24 a contract of this size and scope.

25 2. Documentation shall include annual reports, audited tax statements, or audited operating  
26 statements. Additional documentation may be submitted such as "Dunn & Bradstreet"  
27 reports at the bidder's option.

28 3. The City retains the right to review financial information from the successful bidder for  
29 the purposes of evaluating the revenue distribution to the city, as provided in the Special  
30 Provisions.

31 4. Upon request by the City, the successful Bidder shall submit annual audited financial  
32 statements 180 days after the end of any subsequent fiscal year.

33 5. The City is aware and understands that annual audited financial statements are often  
34 confidential. The Bidder must follow procedures as defined herein for any materials  
35 considered confidential.

36 D. Appropriate Technology

37 1. Each Bidder shall identify, one (1) or more locations, in the Midwest if possible, where  
38 the bidder has used the technology being proposed.

39 **ARTICLE 29 – RESOURCE ALLOCATION PLAN**

40 29.01 Each Bidder must submit a Resource Allocation Plan with their Bid (see Exhibit "G" of the Bid  
41 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, processing, loading docks, etc.), wind and litter protection, access to and onsite utilities, exterior features (i.e. # of parking spots, paved or graveled, wind screens, etc.), and other facilities and features as deemed appropriate.

B. Personnel / Staffing

1. As part of the Resource Allocation Plan, the Bidder shall identify a clear understanding of the staffing requirements defined herein and outline their plan to meet these requirements. This should include identifying key personnel for meeting staffing requirements and include an escalation plan/diagram that identifies the chain of command in the organization, up through the Chief Executive Officer and who in the organization will be notified and when each person will be notified up the chain of command upon receipt of a written notice of contract performance deficiency from the Owner. The purpose of the escalation plan will be to facilitate early resolution of problems without having to move to dispute resolution.
2. In addition to listing of key personnel and the escalation plan/diagram, the Bidder shall provide a detailed plan to ensure adequate staffing and that staff are properly trained to sufficiently and safely complete the work that will be required.

C. Subcontractors

1. In the Resource Allocation Plan, the Bidder shall identify all subcontractors, if any, that shall be utilized for fulfillment of the Work. This information shall include the name, address, and specific role of any firm that will be a subcontractor in connection with the Contract.

**ARTICLE 30 – HEALTH AND SAFETY PLAN**

30.01 Each Bidder must submit a Health and Safety Plan along with their bid (see Exhibit “F” to the Bid Form) that fits the requirements of Article 5 of the Special Provisions.

**ARTICLE 31 – PLAN OF OPERATION**

31.01 Each Bidder must submit a Plan of Operation as part of their bid (see Exhibit “H” to the Bid Form) that fits the requirements of Article 6 of the Special Provisions.



1

**END OF SECTION**

2

**ATTACHMENTS TO THIS SECTION**

3

Exhibit “A” – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form

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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):**

- |  |   |
|--|---|
| <input type="checkbox"/> Tier I Emerging Small Business  | <input type="checkbox"/> Tier I Small Business  |
| <input type="checkbox"/> Tier II Emerging Small Business | <input type="checkbox"/> 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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BID FORM

**PROJECT IDENTIFICATION:** City of Omaha – OPW 53624, Omaha Recycling Processing  
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**

2.01 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.

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

#### 21 **ARTICLE 4 – BIDDER’S CERTIFICATION**

##### 22 4.01 Bidder certifies that:

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



1 E. Bidder has completed and attached the following:

- 2 1. Exhibit "A" – Small & Emerging Small Business Program Participation Disclosure Form.
- 3 2. Exhibit "B" – Required Bidder's Qualification Statement in the form of executed
- 4 "Certificate of Compliance" Form.
- 5 3. Exhibit "C" – Responsible Contractor Compliance Form (RC-1).
- 6 4. Exhibit "D" – Not Used
- 7 5. Exhibit "E" – Qualifications and Corporate Overview Report
- 8 6. Exhibit "F" – Health and Safety Plan
- 9 7. Exhibit "G" – Resource Allocation Plan
- 10 8. Exhibit "H" – Plan of Operation
- 11 9. Exhibit "I" – Bid Security
- 12 10. Exhibit "J" – Certificate of Surety

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1 Basis of Bid  
2 4.02 Bidder will complete the Work in accordance with the Contract Documents for the following  
3 price(s):

4 **Omaha Recycling Processing Contract 2021-2030**

5 **BID PACKAGE SUMMARY**

6 FOR **Bid Package A – Recycling Processing** (cost from Line Item 2 on Page 7 of the Bid Form);

7 \_\_\_\_\_ DOLLARS  
8 and \_\_\_\_\_ CENTS FOR YEAR 1 (\$ \_\_\_\_\_ )

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1                                   **OMAHA RECYCLING PROCESSING CONTRACT 2021-2030**

2                                   **BID PACKAGE A – RECYCLING PROCESSING**

3   **INSTRUCTIONS:**

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

7   Bidder shall provide a UNIT PRICE for each line item described herein on a per ton basis for processing  
8   recyclables from curbside and drop-off locations delivered to the Contractor's facility as defined in the  
9   Special Provisions of this bid package. The UNIT PRICE shall include all costs, including material,  
10   necessary to complete the work but shall exclude the Revenue Sharing and Cost Sharing as defined in the  
11   Special Provisions. Failure to provide a UNIT PRICE will be cause for rejection of the bid. Bidder shall  
12   also provide a TOTAL EXTENDED PRICE representative of an annual cost to complete each task  
13   identified. Calculating TOTAL EXTENDED PRICES shall be accomplished by using the information  
14   provided in the Special Provisions for Quantities.

15   The UNIT PRICE does not change based on the source of the material delivered.

16   The UNIT PRICE is independent from the revenue sharing and residual disposal cost sharing as defined in  
17   the Special Provisions.

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## **Unit Price Bid Proposal**

### **BID PACKAGE A – RECYCLING PROCESSING**

<b><u>LINE ITEM 1: BID PRICE FOR PROCESSING OF IN BOUND MIXED RECYCLABLES</u></b>
---

<div style="text-align: right;">_____DOLLARS</div> <div>and _____CENTS PER TON (\$ _____)(1)</div>
--

**NOTES:**

1. **Line Item 1:** In accordance with the Special Provisions, this is the processing of single stream recyclables, delivered to the Contractor's processing facility or transfer station. Recyclables will be sorted into appropriate material categories and marketed. Non-recyclable, residual material will be properly, and lawfully disposed.

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## **Total Extended Price Bid Proposal**

### **BID PACKAGE A – RECYCLING PROCESSING**

#### **LINE ITEM 2: PROCESSING OF IN BOUND MIXED RECYCLABLES**

\$ \_\_\_\_\_ Per TON × 20,000 TONS per year

Must match line item (1)

Equals Total Annual Estimated Contract Price \$ \_\_\_\_\_. (2)

#### **NOTES:**

1. 20,000 tons is the projected annual amount of recyclables collected following the conversion to carts as a means for curbside collection.

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1 4.03 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 4.04 Bidder acknowledges that quantities are not guaranteed, unless specified, and final payment will  
5 be based on actual quantities determined as provided in the Special Provisions.

#### 6 **ARTICLE 5 – TIME OF COMPLETION**

7 5.01 Bidder agrees that the Work will begin on or before, if mutually agreed upon, the date indicated in  
8 the Agreement and Special Provisions.

9 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages, in the event of failure to  
10 complete the Work within the times specified in the Agreement and Special Provisions.

#### 11 **ARTICLE 6 – ATTACHMENTS TO THIS BID**

12 6.01 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” – Not Used

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. Example Annual Report, Outline, or Table of Contents as required by Article 28 of the  
24 Instructions to Bidders

25 6.02 All bidding documents submitted to the City may be subject to a public records request. Documents  
26 that may be proprietary and believed confidential in nature may be submitted as such by the method  
27 prescribed in Article 17.03 of the Instruction to Bidders.

#### 28 **ARTICLE 7 – ADDRESS FOR COMMUNICATIONS**

29 7.01 Communications concerning this Bid shall be addressed to the address of Bidder indicated below:

30 A. \_\_\_\_\_

31 \_\_\_\_\_

32 \_\_\_\_\_

#### 33 **ARTICLE 8 – DEFINED TERMS**

34 8.01 The terms used in this Bid with initial capital letters have the meanings stated in Instructions to  
35 Bidders, and the Special Provisions.



1 A Corporation

2 By \_\_\_\_\_ (SEAL)

3 (Corporation name)

5 (State of incorporation)

6 By \_\_\_\_\_ (SEAL)

7 (Name of person authorized to sign)

9 (Title)

10 (Corporate Seal)

11 Attest \_\_\_\_\_

12 (Secretary)

13 Business address: \_\_\_\_\_

---

14

15

## 1 A Joint Venture

2 By \_\_\_\_\_ (SEAL)  
3 (Name)

4 \_\_\_\_\_  
 5 (Address)

6 By \_\_\_\_\_ (SEAL)  
7 (Name)

---

(Address)

---

10

NOTE: Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

**END OF SECTION**

**ATTACHMENTS TO THIS SECTION**

1. Exhibit “A” – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form
2. Exhibit “B” – Certificate of Compliance Form
3. Exhibit “C” – Responsible Contractor Compliance Form (RC-1)
4. Exhibit “D” – Not Used
5. Exhibit “E” - Qualifications and Corporate Overview Report Transmittal
6. Exhibit “F” - Health and Safety Plan as defined in the Special Provisions Transmittal
7. Exhibit “G” - Resource Allocation Plan as defined in the Instructions to Bidders Transmittal
8. Exhibit “H” - Plan of Operations as defined in the Special Provisions Transmittal
9. Exhibit “I” – Bid Security as defined in the Instructions to Bidders Transmittal
10. Exhibit “J” – Certificate of Surety as defined in the Instructions to Bidders

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## EXHIBIT “A”- CITY OF OMAHA SMALL & EMERGING SMALL BUSINESS PROGRAM

### 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.

Identified Scope	Full Name of Participant	Projected Start / Completion Date	Agreed Price	Percentage of Total Contract
CERTIFICATION:			TOTAL:	

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: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

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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

If Foreign Corporation:

---

Nebraska Resident Agent

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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**

**NOT USED**

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## EXHIBIT E

### QUALIFICATIONS AND CORPORATE OVERVIEW REPORT TRANSMITTAL FORM

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

Date: \_\_\_\_\_

Transmitted here is the Qualifications and Corporate Overview for the “Omaha Recycling Processing Contract 2021-2030” 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 Instructions to Bidders 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, 6<sup>th</sup> Floor  
Omaha/Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68183

Date: \_\_\_\_\_

Transmitted here is the Health and Safety Plan for the “Omaha Recycling Processing Contract 2021-2030” Bidder identified below.

Submitted by: \_\_\_\_\_  
Name of Corporation

(Include as many pages as necessary to adequately describe the Health and Safety Plan for the “Omaha Recycling Processing Contract 2021-2030.” 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, 6<sup>th</sup> Floor  
Omaha/Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68183

Date: \_\_\_\_\_

Transmitted here is the Resource Allocation Plan for the “Omaha Recycling Processing Contract 2021-2030” 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 Instruction to Bidders 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, 6<sup>th</sup> Floor  
Omaha/Douglas Civic Center  
1819 Farnam Street  
Omaha, Nebraska 68183

Date: \_\_\_\_\_

Transmitted here is the Plan of Operation for “Omaha Recycling Processing Contract 2021-2030” for the Bidder identified below.

Submitted by: \_\_\_\_\_  
Name of Corporation

(Include as many pages as necessary to adequately describe the Plan of Operation for “Omaha Recycling Processing Contract 2021-2030.” 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, 6<sup>th</sup> 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 greatest amount shown for any Bid Package/Alternate for year one shown on Bid Package Summary, page Bid Form - 5, 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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1 **AGREEMENT**

2 THIS AGREEMENT is by and between the City of Omaha, herein after called Owner, and

3 \_\_\_\_\_,  
4 hereinafter called Contractor. Owner and Contractor hereby agree as follows:

5 **ARTICLE 1 – WORK**

6 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents for the  
7 project identified herein.

8 **ARTICLE 2 – THE PROJECT**

9 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as  
10 follows: City of Omaha OPW 53624, Omaha Recycling Processing Contract 2021-2030. The City  
11 of Omaha is seeking a Contractor for the processing of recyclables collected curbside by the City's  
12 official collection contractor, through the City's recycling drop-off sites, and other sources as  
13 covered in the Scope of Service. The contract shall include the furnishing of labor, facilities,  
14 materials, equipment, and services for completion to the work. This project is bid in a single bid  
15 package: Bid Package A – Recycling Processing.

16 **ARTICLE 3 – CONTRACT TIMES**

17 3.01 Time of the Essence

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

19 3.02 Contract Times: Dates

20 A. A Notice to Proceed is expected to be delivered on or before January 1, 2021.

21 B. The contractor should be prepared to commence the work on or before January 1, 2021.  
22 Initial contract term shall conclude on December 31, 2030. Up to two (2) subsequent five-  
23 year extensions may be exercised upon the sole discretion of the Owner. Refer to Article 3  
24 Paragraph 3.01 of the Special Provisions for further details.

25 3.03 Liquidated Damages

26 A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above  
27 and that Owner will suffer financial and other losses if the Work is not started within the  
28 times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance  
29 with the Contract. The parties also recognize the delays, expense, and difficulties involved  
30 in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work  
31 is not started and completed on time. Accordingly, instead of requiring any such proof,  
32 Owner and Contractor agree that liquidated damages for delay (but not as a penalty) shall  
33 be governed by Article 7 of the Special Provisions.

1     **ARTICLE 4 – CONTRACT PRICE**

2     4.01     Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents  
3             the amounts that follow, subject to adjustment under the Contract:

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

                  Bid Packages Selected for

                                  Award: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7

Total of all Extended Prices from selected Bid Package A Work carried forward from BID FORM (subject to final adjustment based on actual quantities)
---

\$
----

8             The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are  
9             based on estimated quantities. Estimated quantities are not guaranteed, and determinations of  
10            actual quantities and classifications are to be made by Owner. Costs provided in Paragraph  
11            4.01.A of the Agreement are for year one. Prices provided shall be escalated on an annual  
12            basis as governed by Article 10 of the Special Provisions.

13     **ARTICLE 5 – PAYMENT PROCEDURES**

14     5.01     Submittal and Processing of Payments

- 15             A.     Contractor shall submit Applications for Payment in accordance with Article 9 of the Special  
16                     Provisions. Applications for Payment will be processed by Owner as provided in the Special  
17                     Provisions.

18     5.02     Progress Payments; Deductions

- 19             A.     Owner shall make progress payments on account of the Contract Price on the basis of  
20                     Contractor's Applications for Payment monthly or as agreed to by the Owner during  
21                     performance of the Work as provided in the Special Provisions, provided that such  
22                     Applications for Payment have been submitted in a timely manner and otherwise meet the  
23                     requirements of the Contract.
- 24             B.     Owner may deduct Liquidated Damages from payment due in accordance with Article 7 of  
25                     the Special Provisions.

## CONTRACTOR'S REPRESENTATIONS

5.03 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.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- H. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
- I. Contractor does hereby state, warrant and covenant that it has not retained or employed any company or person, other than bona fide employees working for said Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this statement, warrant and covenant, Owner shall have the right to annul this Contract without liability.

## ARTICLE 6 – CONTRACT DOCUMENTS

### 6.01 Contents

#### A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 10, inclusive).
2. Performance, Payment, and Guarantee bond (pages 1 to 2, inclusive) (Attachment A-3 to this Agreement).
3. Special Provisions as listed in the table of contents of the Bid Documents.
4. Addenda (numbers \_\_\_\_ to \_\_\_\_, inclusive).
5. Attachments to this agreement (pages A-1-1 to A-2-1, inclusive).
6. Documentation submitted by Contractor prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_ inclusive).
7. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Health and Safety Plan submitted with Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
  - b. Contractor's Plan of Operations submitted with Bid (pages \_\_\_\_ to \_\_\_\_, inclusive).
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.

#### B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

#### C. There are no Contract Documents other than those listed above in this Article 7.

#### D. The Contract Documents may only be amended, modified, or supplemented as mutually agreed upon in writing between the Contractor and Owner.

## ARTICLE 7 – MISCELLANEOUS

### 7.01 Terms

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

### 7.02 Assignment of Contract

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



1 7.03 Successors and Assigns

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

5 7.04 Severability

- 6 A. Any provision or part of the Contract Documents held, by any court of competent  
7 jurisdiction, to be void or unenforceable shall be deemed stricken, and all remaining  
8 provisions shall continue to be valid and binding upon Owner and Contractor, who agree  
9 that the Contract Documents shall be reformed to replace such stricken provision or part  
10 thereof with a valid and enforceable provision that comes as close as possible to expressing  
11 the intention of the stricken provision.

12 7.05 Contractor's Certifications

- 13 A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive  
14 practices in competing for or in executing the Contract. For the purposes of this Paragraph  
15 8.05:

- 16 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value  
17 likely to influence the action of a public official in the bidding process or in the Contract  
18 execution;
- 19 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to  
20 influence the bidding process or the execution of the Contract to the detriment of Owner,  
21 (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive  
22 Owner of the benefits of free and open competition;
- 23 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with  
24 or without the knowledge of Owner, a purpose of which is to establish Bid prices at  
25 artificial, non-competitive levels; and
- 26 "coercive practice" means harming or threatening to harm, directly or indirectly, persons  
27 or their property to influence their participation in the bidding process or affect the  
28 execution of the Contract.

29 7.06 Access to Work

- 30 A. Owner, its officers, employees, agents, and representatives, shall be allowed reasonable  
31 access to Contractor's facilities to insure compliance with this Agreement and Contractor  
32 shall provide proper facilities for such access and inspection by them.

33 7.07 Indemnification

- 34 A. The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold  
35 harmless the City, its officers, directors, and employees (collectively, City) against all  
36 damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the  
37 extent caused by the Contractor's negligent performance of services under this Agreement  
38 and that of its subcontractors or anyone for whom the Contractor is legally liable. The City  
39 agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor,  
40 its officers, directors, employees, and subcontractors (collectively, Contractor) against all  
41 damages, liabilities, or costs, including reasonable attorney's fees and defense costs in  
42 connection with the Project, to the extent caused by the City's negligent acts or the negligent  
43 acts of anyone for whom the City is legally liable. Neither the City nor the Contractor shall  
44 be obligated to indemnify the other party in any matter whatsoever for the other party's own  
45 negligence.

1 7.08 Unemployment Compensation Fund Payment

- 2 A. Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska,  
3 unemployment contributions and interest due under the laws of the State of Nebraska on  
4 wages paid to individuals employed in the performance of this Contract, and shall submit to  
5 Owner a written clearance from the Commissioner of Labor of the State of Nebraska  
6 certifying that all payment due of contributions and interest which may have arisen under  
7 this Contract have been paid by Contractor, or its Subcontractor, to the State of Nebraska  
8 Unemployment Compensation Fund. Payment of the final three percent (3%) of the total  
9 amount of the Contract shall be withheld until this provision has been complied with as  
10 required by Section 48-657 R.R.S. 1943, as amended.
- 11 B. Contractor shall submit, when requested, evidence satisfactory to Owner that all payrolls,  
12 material bills, and other indebtedness pertaining to the aforesaid work have been paid.

13 7.09 Discrimination

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

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

- 21 a. The Contractor shall not discriminate against any employee or applicant for  
22 employment because of race, religion, color, marital status, sex, age, sexual orientation,  
23 gender identity, disability, or national origin. The Contractor shall ensure that  
24 applicants are employed and that employees are treated during employment without  
25 regard to their race, religion, color, sex, sexual orientation, gender identity, or national  
26 origin. As used herein, the word "treated" shall mean and include, without limitation,  
27 the following: recruited, whether by advertising or by other means; compensated;  
28 selected for training, including apprenticeship; promoted; upgraded; demoted;  
29 downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall  
30 post in conspicuous places, available to employees and applicants for employment,  
31 notices to be provided by the contracting officers setting forth the provisions of this  
32 nondiscrimination clause.
- 33 b. The Contractor shall, in all solicitations or advertisements for employees placed by or  
34 on behalf of the Contractor, state that all qualified applicants will receive consideration  
35 for employment without regard to race, religion, color, sex, sexual orientation, gender  
36 identity, or national origin, age, disability.
- 37 c. The Contractor shall send to each representative of workers with which he has a  
38 collective bargaining agreement or other Contract or understanding a notice advising  
39 the labor union or workers' representative of the Contractor's commitments under the  
40 equal employment opportunity clause of the Owner and shall post copies of the notice  
41 in conspicuous places available to employees and applicants for employment.
- 42 d. The Contractor shall furnish to the human rights and relations director all federal forms  
43 containing the information and reports required by the federal government for federal  
44 contracts under federal rules and regulations, including the information required by  
45 sections 10-192 to 10-194 of the Omaha Municipal Code (OMC), inclusive, and shall  
46 permit reasonable access to his records. Records accessible to the human rights and

relations director shall be those which are related to paragraphs (a) through (g) of this subsection and only after reasonable notice is given the contractor. The purpose of this provision is to provide for investigation to ascertain compliance with the program provided for herein.

- e. The Contractor shall take such actions with respect to any subcontractor as the Owner may direct as a means of enforcing the provisions of paragraphs (a) through (g) herein, including penalties and sanctions for noncompliance; however, in the event the Contractor becomes involved in or is threatened with litigation as the result of such directions by the Owner, the Owner will enter into such litigation as is necessary to 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.
- f. 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.
- g. The Contractor shall include the provisions of paragraphs (a) through (g) of this section, "equal employment opportunity clause," and section 10-193 of the OMC in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

#### 7.10 New Employee Work Eligibility Status

- A. Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. If Contractor is an individual or sole proprietorship, the following applies:
  - 1. Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administration Services website at [das.nebraska.gov](http://das.nebraska.gov);
  - 2. If Contractor indicates on such attestation form that it is a qualified alien, Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program; and,
  - 3. Contractor understands and agrees that lawful presence in the United States is required and Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

#### 7.11 Payment of Workman's Compensation

- A. Contractor shall procure a policy, or policies, or insurance which shall guarantee payment of compensation according to the Workmen's Compensation Laws of Nebraska for all

workmen injured in the scope of employment; and further agrees to keep said policy, or policies, in full force and effect throughout the terms of this Contract. In addition, all other insurance in any way required of Contractor shall be procured by Contractor and kept in force by Contractor throughout the term of this Contract. Certificate or certificates of insurance, or copies of policies, if required by any Department of the City of Omaha, shall be filed by Contractor with the Public Works Department of the City of Omaha.

7.12 Financial Interest in City Contracts

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

7.13 Payment of Employee and Mechanics Claims

- A. Contractor shall pay all just claims due for the payment of all employees 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.

7.14 Employee Classification Act Provision

- A. Contractor and each Subcontractor who performs construction or delivery services pursuant to this Contract shall submit to Owner an affidavit attesting that (1) each individual performing services for such Contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 ("Act"), (2) such Contractor has 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.

7.15 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.

7.16 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.

7.17 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.

7.18 Force Majeure

- A. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or acts of God.

7.19 Termination Clause

- A. Termination for Cause. Without prejudice to any other rights or remedies, either party may immediately terminate this Agreement if the other party:
1. Materially fails to perform its material obligations under this Agreement and such failure continues for a period of 30 days after written notice; or,
  2. Ceases to carry on its business substantially as such business was conducted on the date of this Agreement; or
  3. Institutes or suffers a bankruptcy, reorganization, liquidation, receivership, insolvency or similar proceeding; or becomes generally unable to pay its debts as they become due; or,
  4. Either party shall have the right to terminate if a material change to the work is required as a result of a legislative and/or regulatory change. Upon receipt of written notice of such change, the parties shall meet and confer in good faith. If the parties do not reach agreement on any such modification of the Service, then either party shall have the right to terminate the Service thereafter upon thirty (30) days' prior written notice to the other party
- B. In the event of an extraordinary economic event that dramatically affects Owner's revenue, Owner's obligation will be subject to the availability of funds and Owner shall not be liable for any failure of, or delay in, the performance of this Agreement for the period of that economic event.

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 on  
4 their behalf.

5 This Agreement will be effective on \_\_\_\_\_, 20\_\_\_\_ (which is the Effective Date  
6 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.*

1  
2  
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4  
5

**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\_\_\_\_\_.

\_\_\_\_\_  
Notary Public My Commission Expires \_\_\_\_\_

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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 Recycling Processing Contract 2021-2030** also referred to as Project No **OPW 53624** 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: \_\_\_\_\_

\_\_\_\_\_  
Name\* By: \_\_\_\_\_

\_\_\_\_\_  
Address Title: \_\_\_\_\_

COUNTERSIGNED: (Attach Corporate Resolution of Principal Authorizing Execution)

\_\_\_\_\_  
Resident Agent\*

\_\_\_\_\_  
Company Name Surety

\_\_\_\_\_  
Address By: \_\_\_\_\_  
Attorney in Fact

\_\_\_\_\_  
City State Zip

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

\_\_\_\_\_  
City Attorney

**SPECIAL PROVISIONS  
FOR  
OMAHA RECYCLING PROCESSING CONTRACT 2021-2030  
WHICH INCLUDES  
BID PACKAGE A – RECYCLING PROCESSING**

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## ARTICLE 1 – PURPOSE AND SCOPE

### 1.01 Preamble

By Nebraska State Statute (revised) 13-2020 (4), the City of Omaha is responsible for the collection of solid waste from residential households within its city limits. The City has collected at least a limited variety of recyclables as part of the City’s solid waste program since 1976. The City’s recycling collection program developed along with the industry to the point where, in 2006, the City began the separate collection of mixed recyclables from 18-gallon bins, generally referred to as “single stream” recycling. It was also at this time, that the City stopped collecting glass bottles from residential households and relegated glass bottle collection solely to the City’s recycling drop-off sites.

The provisions listed here describe the scope of work of a contract to receive single stream mixed recyclables collected by the City of Omaha’s collection contractor; to sort, prepare, and deliver recyclables to end markets. The Instructions to Bidders, Bid Proposal, these “Omaha Recycling Processing Contract 2021-2030,” any Addenda, and all proceedings by the City Council related to these provisions and bid are hereafter called Contract documents.

It is the intent of this Contract that the successful bidder shall supply all buildings, land, labor, equipment, materials, and supplies necessary to receive recyclable materials at a facility for processing or transferring of recyclables to a processing facility.

For Bid Package A – Recycling Processing, the building receiving the recyclables, whether owned or leased, shall operate within the provisions of the prevailing local zoning ordinances; shall be operated by the Contractor in a manner that shall meet all federal, state, and local regulations; and be within a 25 mile radius of the intersection of 72nd and Dodge.

The Contractor shall provide for the adequate reception and preparation of recyclables for shipment, whether the shipment be direct to end markets or to facilities where additional sorting and preparation may be undertaken. The Contractor shall be solely responsible for the marketing of all recyclables except glass bottles received under the terms of the contract and assumes all risk for non-payment by the end market.

Recycling in Omaha is a voluntary program. The City has no flow control authority. Residents may dispose of their waste and recyclable materials through means other than City programs.

### 1.02 Bid Package A – Recycling Processing:

- A. The Contractor shall be responsible for the processing of mixed “single stream” recyclables. Contractor shall receive said recyclables that were either collected by the City of Omaha’s collection contractor; collected at un-staffed recycling drop-off sites located about the city; or material collected by other political subdivisions in relationship with the City through an Inter-Local Agreement.
- B. Processing means appropriately separating recyclables into categories that have value and may be marketed. The processing may either occur at the location where the recyclables are received, or a distant location following transport of recyclables to that location.
- C. The receiving of recyclables shall occur in a facility that is located within a 25 mile radius of 72nd and Dodge.

## ARTICLE 2 – DEFINITIONS

- 2.01 **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.
- 2.02 **Bidder** – Any legal entity who submits a bid for consideration to become the Contractor.
- 2.01 **City** – Shall mean the City of Omaha, a municipal corporation of the State of Nebraska.
- 2.02 **Collection Cart** – Shall be any receptacle specifically designed for the automated or semi-automated collection of Solid Waste meeting the needs of durability, and ease of use for the collector and the resident.
- 2.03 **Collection Contractor** – Shall mean the Official Recyclable Materials Collection Contractor under separate contract with the City to deliver residential curbside collected recyclables to the processing center operated under this Contract. At a minimum, this shall be the contractor for OPW 53407.
- 2.04 **Contaminants** – Shall include all items not specifically identified in the list of Recyclable Materials defined here and in future changed administratively defined and recorded in a change order.
- 2.05 **Contract** – Shall mean the document entitled “Contract” and all contents of the bid package executed by the parties for the “Omaha Recycling Processing Contract 2021-2030, OPW 53624,” including but not limited to these Special Provisions, the Notice to Bidders and Instructions to Bidders, the Bidder’s responses, and all addenda, attachments, lawfully executed change orders, and other items herein incorporated by reference and the proceedings of the City Council related to the aforementioned items. The Contract may also be referred to occasionally herein as the “Agreement.”
- 2.06 **Contractor or Processing Contractor** – Shall mean the successful bidder who is awarded this Contract for “Omaha Recycling Processing Contract 2021-2030” also known as “OPW 53624”.
- 2.07 **Drop-off Site** – A place where the public, including businesses, associations, public agency, and non-profits, may deposit recyclables into designated and standardized receptacles. Drop-off sites may be open 24 hours or have a controlled access point. Material collected at drop-off sites will be collected in the same single stream fashion that curbside collected material. No additional sorting by the public is required, other than to keep glass separate from the single stream material. Two types of drop-off sites exist, differentiated by the materials accepted as defined here:
- A. Full Service: Accepts all curbside recyclable materials in a single stream plus glass bottles and jars collected separately.
- B. Glass Only: Sites that only have containers for collecting glass bottles and jars.
- 2.08 **Emerging Market Materials** – Materials where an existing, sustained, and profitable market may not be available at the time of contract award. Example: Hefty® Energy Bag® orange bags which were included in the 2016-2017 cart collection pilot, and following that were allowed in the City’s 18-gallon. Because of market conditions of Emerging Market Materials, they may be considered optional.

- 1 2.09 **Garbage** – General solid waste generated as a result of residential activity including the organic  
2 waste and residue of animal, fruit or vegetable matter arising from or attending the household  
3 preparations of meats, fish, fowl, fruits and vegetables; and may include paper, plastic, tin cans,  
4 bottles, glass containers, rags, ashes, waste from household repairs, sawdust, paper sacks, boxes,  
5 packing materials and similar materials. Garbage shall also include pet wastes that are contained  
6 double bagged and included with properly prepared garbage. Garbage does not include  
7 recyclable materials in or near a recycling bin, nor these special wastes including, automotive  
8 batteries, tires, white goods, sewage, dirt, yard waste, liquids in containers, explosive materials,  
9 flammable liquids, or dead animals. Excluded material shall also include any landfill-prohibited  
10 material as defined by the State of Nebraska.
- 11 2.10 **Holidays** – The holidays to be observed by this contract are: New Year’s Day, Memorial Day,  
12 Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Observing the holiday  
13 means that collection and processing of recyclables is delayed, not eliminated. The contractor shall  
14 not observe additional holidays without the prior approval of Public Works Director.
- 15 2.11 **Landfill** – A facility with a valid permit issued by the State of Nebraska to accept non-hazardous  
16 Solid Waste.
- 17 2.12 **Local Manager** – A local, authorized managing agent for the Contractor upon whom all notices  
18 may be served from the City of Omaha for the term of the contract and any extensions. This person  
19 shall be named at least sixty (60) days prior to the start-up of this Contract.
- 20 2.13 **Public Agency** – Any governmental body or organization directed by elected officials organized  
21 and operating in the State of Nebraska.
- 22 2.14 **Public Works Director** – The Chief Executive Officer of the City of Omaha’s Public Works  
23 Department or the Director’s authorized representative. The Public Works Director or the  
24 Director’s designee is the City’s sole negotiator regarding all matters pertaining to this Contract.
- 25 2.15 **Recyclable materials** – As used herein shall include items specified below but shall be further  
26 administratively defined and recorded in a Change Order between the City and the Contractor no  
27 later than 90 days following the approval and signing of the contract. The list of recyclables may  
28 be altered from time to time, but only by mutual agreement between the Contractor and the City.  
29 All changes in recyclables will be recorded in the form of a Change Order.

30 NOTE: In the Plan of Operation submitted with the bid, the contractor is allowed to list materials  
31 to be excluded. These excluded materials will be accepted without Change Order, and likewise  
32 may be used in the consideration of selecting the lowest and best bid submitted. The City will  
33 make efforts to educate the public on excluded materials. Excluded materials will be counted as  
34 residual.

35 Similarly, in the Plan of Operation submitted with the bid, the contractor is allowed to list  
36 additional materials that will be acceptable. These additional materials will be accepted without  
37 Change Order, and likewise may be used in the consideration of selecting the lowest and best bid  
38 submitted. The contractor will be responsible for sorting and marketing these additional materials  
39 for the duration of the contract without penalty to the City. If the material becomes  
40 unmarketable, the material will not count as residual, nor will the City assist in paying the tipping  
41 fee for the material.

1        A. For Curbside Collection, materials in the following categories:

- 2            • Polyethylene Terephthalate (Identified by SPC code 1, PETE or PET), food, beverage,  
3            cleaning, and personal care product containers with a screw top closure. Also  
4            thermoformed PETE containers commonly used in deli containers.
- 5            • High Density Polyethylene (Identified by SPC code 2, HDPE), food, beverage, cleaning,  
6            and personal care product containers with a screw top or snap top closure. All containers  
7            up to and including those with a 5-gallon capacity. Furthermore, the discontinued 18-  
8            gallon City of Omaha issued recycling bins shall be accepted and recycled.
- 9            • Vinyl (Identified by SPC code 3, V or PVC) personal care or cleaning product containers  
10           with a screw top or snap top closure. In addition, thermoformed PVC containers  
11           commonly used for blister pack containers of dry goods.
- 12           • Polypropylene (Identified by SPC code 5, PP) food, beverage, cleaning, and personal care  
13           product containers with a screw top or snap top closure.
- 14           • Gable top and aseptic containers made from paper and/or multi-layer airtight packaging  
15           system for food, beverage, and select other items.
- 16           • Steel Cans, including aerosol containers where the primary product has been consumed  
17           leaving only the propellant in the container, and may have held food, beverage, cleaning,  
18           paint or personal care products.
- 19           • Aluminum Cans, including aerosol containers where the primary product has been  
20           consumed leaving only the propellant in the container, and may have held food, beverage,  
21           cleaning, paint or personal care products.
- 22           • Newsprint Print including glossy and matte finish fiber components of the daily  
23           newspaper. Newsprint may be sorted and marketed separately, however the City's  
24           expectation is that newsprint will be included in Residential Mixed Paper.
- 25           • Corrugated Cardboard and Kraft Paper used for shipping boxes and paper grocery bags.  
26           Including pizza boxes that are not food or grease contaminated. Grease stains up to the  
27           size of an adult's hand is acceptable.
- 28           • Residential Mixed Paper including but not be limited to: direct mail, office, ledger,  
29           magazines, phonebooks, shredded paper, and paperboard.
- 30           • Hefty Energy Bags including all material listed as appropriate by website  
31           heftyenergybag.com. For determining the Recycling Stream Composition (Article 3.07)  
32           material within Energy Bags will be accepted without further sorting. An Energy Bag  
33           "Starter Kit" of three bags and instructions is being supplied by Hefty, and distributed  
34           with Omaha's collection carts.

35        B. For Drop-off Locations, all materials listed above in A., plus the following:

- 36           • Glass bottles and jars at a minimum. The additional acceptances of a limited amount of  
37           plate glass, tempered glass, and Pyrex® is to be expected, although it is deterred through  
38           education.

- **Note:** Under this contract, the Contractor is not responsible for the collection, processing, or marketing of glass.

C. For Direct Delivery to the Contractor's Facility from City Facilities and other Political Subdivision through Inter-Local agreement, all materials listed above in A., plus the following:

- Crushed automotive oil filters, empty aerosol cans, and empty metal paint cans in bulk quantities. When coming from a City facility or other Political Subdivision, these items cannot be listed as an excluded item.

2.16 **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. The industry often refers to these as Material Recovery Facilities, or MRF. 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.

2.17 **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.

2.18 **Residual** – Shall mean that portion of incoming recyclable materials that cannot be cost effectively sorted into a marketable commodity and must be disposed. Residual shall not include Contaminants rejected by the Contractor upon delivery by the Collection Contractor.

2.19 **Semi-Automated** – Collection vehicles that require the driver to exit the cab, or a helper to be utilized for collection. The truck is equipped to allow for solid waste collection from standardized carts when the cart is brought to, and attached to, a lifting device on the truck.

2.20 **Solid Waste** – The term solid waste as used in this contract shall mean the entire waste stream of approved materials covered by the City's yardwaste, garbage or recyclables collection contracts.

2.21 **Solid Waste Disposal Facility** – A facility designated by the City for the disposal of Solid Waste. May include but not be limited to a Transfer Station, Landfill, recycling processing facility, or composting facility.

2.22 **Solid Waste Management** – A system of administering the collection, source separation, storage, transfer, transportation, and the processing, treatment, or disposal of solid wastes. Solid Waste Management is utilized to manage fiscal and environmental costs.

2.23 **Solid Waste Management Office** – A City office located at 5600 South 10th Street or subsequent location existing for the purpose of managing this and other solid waste contracts. The Solid Waste Management Office is the sole public education and outreach entity for this Contract.

2.24 **Ton** – 2,000 pounds (US short ton)

2.25 **Transfer Station** – A solid waste facility at which one or more solid waste streams is moved

from one vehicle or container to another generally of larger capacity and able to move material more economically.

- 2.26 **Yardwaste** – All vegetative material generated by residents in the process of maintaining their residential property. This shall include grass clippings, leaves, garden plants, sticks, twigs, Christmas trees, and tree branches that are generally less than four (4) feet in length and two (2) inches or less in diameter.

## ARTICLE 3 – GENERAL CONTRACT PROVISIONS

### 3.01 Startup and Term

- A. This contract and all provisions shall be in force for ten (10) years commencing January 1, 2021. The contract may be extended for up to two (2) additional five-year terms at the City's sole option. The City of Omaha shall provide written notification of intent to extend the contract at least eighteen (18) months prior to the end of the contract for the first extension and at least eighteen (18) months prior to end of the first extension for the second extension.
- B. An early start up of this contract may be negotiated with mutual agreement by the City and Contractor.
- C. The City reserves the right to enter into processing contracts with more than one processing contractor.

### 3.02 Parties to Contract

- A. Contractor must identify, in the Plan of Operation, all 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 Hours of Operation

- A. Normal hours of operation for receiving recyclable material shall be from 6:30AM until 7:30PM, Monday through Friday, at a minimum.
- B. If unforeseen events delay collection of recyclable materials by the City's Collection Contractor, such that collections must be made on Saturdays and/or Sundays, the Contractor shall operate the facility to receive such recyclable materials, at no additional cost to the City, during those Saturdays and/or Sundays from 6:30AM until 7:30PM. The City shall provide notification to the Recyclable Materials Processing Contractor regarding events that required the Contractor to operate on a Saturday or Sunday.

### 3.04 Holidays

- A. Recognized holidays that are observed by the Collection Contractor are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. During those weeks with recognized holidays that occur on a weekday, the facility shall be open to receive recyclable materials on the following Saturday from 6:30AM until 7:30PM.

1 3.05 Inclement Weather Procedure

- 2 A. Adverse weather, extreme hot/cold temperatures, rain, and snow, shall not be considered a  
3 valid reason for not operating the Recycling Processing Facility as called for in this contract,  
4 unless approved by the City.
- 5 B. The Collection Contractor generally has the responsibility for monitoring weather  
6 conditions. The Collection Contractor is required to contact the City between 5:00AM and  
7 5:30AM or as soon as the Collection Contractor becomes aware that such conditions exist  
8 or can be reasonably expected to exist, on any day that meets the criteria specified in the  
9 collection contract for delay or cancellation of operations. The City shall provide  
10 notification to the Recyclable Materials Processing Contractor regarding any collection  
11 delays or cancellation.
- 12 C. The City shall approve a delay or cancellation event based on the Collection Contractor's  
13 request. The City shall not unreasonably withhold said approval. The City will make  
14 notification to the media and any affected Contractor(s).
- 15 D. Weather conditions can affect the operation or performance of duties of Solid Waste  
16 Disposal Facilities. In such cases those Solid Waste Disposal Facilities may request  
17 collection to be delayed. As such, collection could be delayed or cancelled due to a request  
18 from another contractor or organization.
- 19 E. Official inclement weather contacts for the City are:
- 20 1. Manager – Environmental Quality Control Division
- 21 2. Assistant Director Public Works – Environmental Services
- 22 3. Public Works Director

23 3.06 Recycling Stream Amount and Pull Quantities

- 24 A. This information is provided to aid the Contractor and there is no guarantee implied or  
25 expressed related to the total amount or the component parts. These amounts could increase  
26 or decrease depending on annexation and many other factors within or outside the control  
27 of the City.
- 28 B. Beginning no later than January 1, 2021, the City will begin collection of recyclables  
29 primarily by using industry standard 96-gallon carts with lids. Collection will be by both  
30 automated and semi-automated truck. Each household will be receiving one 96-gallon cart  
31 for recyclables that will be emptied every other week as part of the City's solid waste  
32 collection service. This service is provided at no direct cost to the household and is funded  
33 through the City's general revenue fund.
- 34 C. The City tested every other week recycling collection using automated collection and 96-  
35 gallon carts for a six-month pilot from November 2016 through April 2017. During the  
36 pilot, the City experienced an increase in both participation and tons. Participation went up  
37 roughly 10% and weight by 20%. This is comparable to the experiences of other  
38 communities that have switched to carts for collection. The analysis of data collected during  
39 the pilot is included in Appendix D.
- 40 D. Annual recycling, garbage, and yardwaste data is included in Appendix B for 2006 through  
41 2019.
- 42 E. Appendix A is a listing of the actual tonnage received from the current collection contractor  
43 and from the drop-off sites and processed at the current recyclable material processing

contractor's facility during 2018 and 2019. This information is provided as an indication of what has been received at the current facility; however, this information should not be construed in any way as a guarantee of the tonnage that may be received at the facility now or in the future. Residents are not required by law to give their wastes or recyclable materials to the City or its contractor(s). Data is provided regarding glass collection at drop-off sites even though glass collection at drop-off sites is excluded from this contract. Inclusion of glass information is for informational purposes only. Due to having a new contractor for drop-off sites, the locations of drop-off sites may change in 2021.

### 3.07 Recycling Stream Composition

- A. The City has not conducted a recycling composition study since converting to single stream collection in 2006. All observations indicate the mix of materials is similar to other non-bottle bill states with the primary materials by weight being fiber (newsprint, residential mixed paper, and corrugated cardboard).
- B. The City and Contractor will negotiate the means and methods for conducting a recycling composition study. The results of that negotiation will be administratively recorded in a Change Order between the City and the Contractor no later than 90 days following the approval and signing of the contract. Any costs incurred from conducting the study will be borne by the contractor. At a minimum the composition study must:
  - 1. Establish a base line of composition using carts for recycling collection. To do this, the study must occur during March and October of 2021.
  - 2. Cover both weeks of every other week collection, and all five days of collection.
  - 3. Separately cover all full service drop-off sites
  - 4. Set forth the frequency or triggers of restudying the recycling composition.
  - 5. A City representative may be present during the composition study
- C. Following each composition study a final report and findings will be issued that establishes the material composition. The most recent spring and fall composition studies will be averaged to compute an annual composite material composition.
  - 1. Beyond the composition studies, the City expects the Contractor to provide feedback as needed to the City regarding contamination, including the general types of contamination found and the specific truck numbers and loads that deliver the contamination.
- D. The City reserves the right to conduct additional Recycling Composition Studies by third parties. These studies will not be a cost borne by the Contractor. The Contractor will be reasonable in accommodating these third party Recycling Composition Studies.
- E. The results of the composition study will be used to compute the Revenue and Cost Sharing as described in Appendix F. Until there is both a spring and fall composition study to average, the single composition study will be used for computing the Revenue and Cost Sharing.



1 F. Until at least one Recycling Composition Study is conducted, the following recycling  
2 composition will be used:

Corrugated Cardboard	12%
Residential Mixed Paper incl. Newspaper	60%
PETE	5%
HDPE	5%
Aluminum	2%
Steel	2%
Other (aseptic, energy bag, etc.)	2%
Residual	12%

3 3.08 Market Price Indices

4 A. Set forth here are the Market Price Indices that will all come from RecyclingMarkets.Net,  
5 either Secondary Fiber Pricing, or Secondary Materials Pricing. Pricing will use the  
6 Chicago/Midwest/Central region.

- 7 1. Residential Mixed Paper (RMP) – The average of Low and High side of PS 54 Mixed  
8 Paper - MP. Consists of all paper and paperboard of various qualities not limited to the  
9 type of fiber content, sorted and processed at a recycling facility. Newspaper shall be  
10 included in this category.
- 11 2. Corrugated Cardboard (OCC) – The average of Low and High side of PS 11 Corrugated  
12 Containers. Consists of corrugated containers having liners of either test liner or kraft.
- 13 3. PET – The average of Low and High side of PET Mixed Bottles, postconsumer PET food  
14 and beverage bottles and jars from curbside collection programs.
- 15 4. HDPE – The average of Low and High side of HDPE Mixed Color Bottles, postconsumer  
16 #2 HDPE containers from household products typically collected in residential recycling  
17 programs. Examples include detergent, orange juice, and shampoo bottles.
- 18 5. Aluminum Cans – The average of Low and High side of Baled Aluminum Beverage  
19 Cans.
- 20 6. Steel Cans – The average of Low and High side of Baled Steel Cans.

21 B. If a Market Price Index ceases publication, the replacement Market Price Index designated  
22 by the publisher will prevail and be substituted. If no replacement is designated by the  
23 original publisher, the City and Contractor will mutually agree upon a substitute. In both  
24 cases the change in Market Price Index will be defined and recorded in a Change Order  
25 between the City and the Contractor.

26 C. Market Price Indices may be added for additional appropriate material. For example, HDPE  
27 Rigid, Comingled 1-7 Plastics, Aseptic Cartons, Hefty Energy Bags. Additions shall be  
28 defined and recorded in a Change Order between the City and the Contractor.

29 D. Residual also shall use a Market Price Index. The index will be the published Municipal  
30 Residential - Municipal Solid Waste (MSW) Scale Rate of the Douglas County, Nebraska,  
31 contracted landfill. Currently this is the Pheasant Point Landfill operated by Waste  
32 Management Inc.

- 33 1. The Contractor may use a licensed disposal facility other than the Douglas County,  
34 Nebraska, contracted landfill.

1     3.09     Processing Fee, Revenue Sharing, and Cost Sharing

- 2             A. Contractor payments will incorporate the following financial terms:
- 3             B. City will pay a gross processing fee per ton processed based on Contractor's bid.
- 4             C. The processing fee will be adjusted annually by the Consumer Price Index (CPI) as defined
- 5                 in Article 10.
- 6             D. Contractor will market all materials and receive all revenue from commodity sales.
- 7             E. Contractor will provide a monthly market value credit to the City based on: (see Appendix
- 8                 F for an example computation)
- 9                 1. Tons processed. Separated into the;
- 10                2. Prevailing Recycling Stream Composition. Multiplied by the;
- 11                3. Corresponding Market Price Indicator. Then distributed;
- 12                4. 60% to the City and the Contractor retaining 40%
- 13             F. In the case of negative Market Price Indicators, the same calculation will be followed with
- 14                 a payment from the City equivalent to 60% of the computed negative market value to the
- 15                 Contractor.
- 16             G. Market Price Indices shall be adjusted upon the first price issued each month for the
- 17                 corresponding material, and applied to the material received the following month. (example
- 18                 indicators published in January are applied to material received in February)
- 19             H. If the Market Price Indicator is a range, the high figure shall be used.
- 20             I. If no Market Price Indicator is posted, then the previous month's price shall remain in effect.
- 21             J. In the cases of residual:
- 22                 1. If the prevailing residual rate from the Recycling Stream Composition study is less than
- 23                     or equal to 15%, the City shall pay the Contractor 50% of the published scale rate
- 24                     denoted in the Market Price Indices section of the Special Provisions.
- 25                 2. If the prevailing residual rate from the Recycling Stream Composition study is 16% or
- 26                     greater, the City shall pay the Contractor 75% of the published scale rate denoted in the
- 27                     Market Price Indices section of these Special Provisions.
- 28                 3. Computation of the percentage of residual shall be made only in units of one whole
- 29                     percent. Fractions less than one percent will not be rounded up or down to the nearest
- 30                     whole cent.

31     3.10     Management of Residual Material

- 32             A. The Contractor shall transport the residual material from the sorting process to a licensed
- 33                 disposal facility for municipal waste. The Contractor takes responsibility for the lawful
- 34                 disposal of all residual and for paying any and all transportation and tip fees related to
- 35                 disposal.

36     3.11     Receipt of Material From Others

- 37             A. As provided herein, the Contractor may receive recyclable material(s), at the Contractor's
- 38                 option, from sources other than the City's Collection Contractor and the drop-off sites
- 39                 operated for the City under this contract. However, such receipt of recyclable material(s)

from other sources must not hinder in any way the receipt of material from Omaha curbside or drop-off site collection, nor the processing of same material.

### 3.12 Facilities

- A. The Contractor shall provide all facilities to complete the work. This includes having all necessary sorting equipment, baling equipment, crushing equipment, conveyors, garages, shops, storage, loading docks, tipping floor, scales, scale house, and yard that provide for all weather operation. The Contractor's processing facility or transfer station that directs material to a processing facility shall be located within twenty-five (25) miles of 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 stationary equipment, vehicles, conveyances, containers, docks, shops, yards, and all other equipment of whatever nature, which is used by the Contractor to complete the work, shall be kept in good repair and maintained in a sanitary condition.
- C. Facilities must be designed in such a way to minimize litter. Beyond facility design, the Contractor must make adequate efforts to capture fugitive litter so as not to cause environmental degradation, or be a nuisance to neighbors.

### 3.13 Facility Operation

- A. The Contractor shall supply all equipment, supplies, labor, materials, and expertise necessary to receive and process all recyclable materials collected and delivered by the City's Collection Contractor, as well as recyclable materials from the Drop-off locations, those delivered from other City facilities and by other Public Agencies through Inter-Local agreement. Minimally the Contractor shall:
  - 1. Sell recyclable materials to brokers and/or end-users with the intent to recycle; and
  - 2. Transport and properly dispose of all non-recyclable residual by-products.
- B. Recyclable materials, which have been processed or not processed, except for bona fide Residual, shall not knowingly be landfilled or incinerated. The Contractor, upon the request of the City, shall provide documentation demonstrating, to the City's reasonable satisfaction, that all recyclables received under this Contract are being recycled to the extent of economic feasibility.
- C. Recyclables and residual shall not be held for an extended time, in excessive amounts, or under any conditions that may constitute a nuisance, or degrade material, to the reasonable satisfaction of the Public Works Director. The Contractor shall conform to all applicable local, state, and federal rules and regulations related to solid waste management including but not limited to US Environmental Protection Agency 40 CFR Part 257, Nebraska Department of Environmental Control Title 132, Omaha Municipal Code Chapters 18, 33, 41, and 55.
- D. The City reserves the right to divert mutually agreeable quantities of recyclable materials from the recyclable materials processing center for research and development purposes. The Contractor shall not unreasonably withhold approval of such diversion.

### 3.14 Facility Failure

- A. The Contractor shall receive recyclable materials at all times called for in the specifications. The Contractor shall immediately notify the City by telephone regarding any facility failure

as soon as it is safe to do so. Facility failure shall mean that conditions exist such that the facility cannot receive recyclable materials.

- B. Liquidated damages for facility failure shall be assessed in addition to any and all out-of-pocket expenses (e.g. direct damages) borne by the City directly attributed to facility failure. Repeated or prolonged facility failure shall be considered a material breach of this Contract and may constitute grounds for termination of this Contract.

### 3.15 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.

### 3.16 Reports & Documentation

- A. The Contractor shall generate Weight Tickets, using a certified scale, for all inbound material. The Weight Tickets for all material received shall show a relative balance between in-bound and out-bound shipments.

1. Such weight tickets shall include:

- a. Ticket Number
- b. Delivering Agent
- c. Date Material Received
- d. Time Material Received
- e. Truck Number
- f. Gross Weight
- g. Tare Weight
- VEHICLE SHALL BE RE-WEIGHED AFTER EACH DELIVERY, NO  
STORED TARE WEIGHTS WILL BE USED**
- h. Net Weight
- i. Type of Material Received
- j. Origin of Material

- B. The Weight Ticket shall be generated in a carbonless three-part form. One copy shall be given to the curbside or drop-off site collection driver, the second shall be mailed to the City at the end of the month and the third shall be kept on file chronologically at the processor's office for a minimum of two (2) years. At the City's request, the Contractor shall allow the City to review all in-bound and out-bound weight tickets for the purposes of determining how much of the materials processed are from the City collection program.

- C. The City is aware and understands that information on weight tickets not associated with the City's recycling program may be confidential. The City may make general notes about in-bound and out-bound weight tickets not associated with the contract but will not make or request copies of weight tickets not associated with this Contract.

- D. Monthly reports that summarize all information on the Weight Tickets shall be submitted electronically (example: Excel workbook sent as an e-mail attachment) to the City by the

tenth day of the following month. The reports shall include subtotals of tonnage received by classification (Curbside or Drop-off). The report shall also include a summary of Drop-off containers pulls with source location noted.

#### 3.17 Rejection of Incoming Loads

- A. At least by January 1, 2021, the City's Collection Contractor will be collecting recyclables using 96-gallon carts and automated equipment, which does lend itself to pre-inspection of material before entering the truck's hopper. The contract will also be using GPS and RFID technology to record collection activity. When significant contaminants are observed during collection, the collector will be able to record the observation associated with the address. The City can take follow up educational and corrective action with the household, up to and including removing the recycling collection cart.
- B. The Processing Contractor shall have the right to reject loads of recyclable materials that contain, in their opinion, an excessive amount of contamination. The processor shall document the truck number, time, date, and reasons for rejections. Additionally photographs must be taken as documentation of the contamination. The Processing Contractor shall work with the City, and the Collection Contractor, to determine the cause and location source of the contaminants. Furthermore, the Processing Contractor and the Collection Contractor will work with the City to determine the most efficient means to dispose of the material. Disposal cost will follow the same formula as residual. The Contractor will not receive the processing fee for rejected loads.

### ARTICLE 4 – RECYCLING DROP-OFF SITES

#### 4.01 Recycling Drop-Off Site Locations

- A. A separate contractor will establish, operate, and maintain a minimum of five (5) Full Service Drop-off site locations within the city limits of Omaha. This will be a new contractor as of January 1, 2021.
- B. In general the sites will be unstaffed, open to the public 24-hours.
- C. The full service drop-off sites the City currently has were created by relationships between the City's current recycling processing contractor and the property owners. The new drop-off site contractor will either maintain these sites or establish new locations. The current locations are:
  - 1. Parking Lot at North 75th and Corby Streets (Corby is one block south of Maple St)
  - 2. Parking Lot at the northeast corner of South 26th Avenue and Douglas Street.
  - 3. River City Recycling, 6404 South 60th Street (between Q and Harrison)
  - 4. Firststar Fiber, 10300 "I" Street
  - 5. Parking Lot at 20801 Elkhorn Drive.
- D. Additional glass only drop-off sites were arranged separate from the current recycling processing contractor. The glass only drop-off site locations do not lend themselves to expansion to become a full service drop-off site. The glass only drop-off sites are or have been located at:
  - 1. Parking Lot of Hy-Vee, 1000 South 178th Street.
  - 2. Parking Lot of Baker's Westwood Plaza, 12075 West Center Road.

1           3.   Parking Lot of Super Saver, 5710 South 144th Street.

2           4.   Parking Lot of Fresh Thyme, Grayhawk Center, 14949 Evans Plaza.

3           5.   Parking Lot of east of Heartland Park, 800 Douglas Street.

4       E.   Refer to Appendix A to view the statistical data related to Omaha's existing drop-off sites.

5       F.   Drop-off sites will be similar to what is currently offered, comprised of industry standard  
6       roll-off containers based on a 20 cubic yard box plus the additional air space created by the  
7       cover. The cover shall be permanent and made of steel with several openings on each side  
8       that have either sliding or hinged doors to cover the openings. All recyclables except for  
9       glass will be co-mingled in the roll-off containers. There will be no requirements for the  
10      citizens to sort recyclables other than separating glass from other recyclables.

11      G.   There are no limitations on who may use drop-off sites. Any person or business is welcome  
12      to use recycling drop-off sites provided they do so in a lawful manner, not as a means for  
13      non-recyclable disposal (illegal dumping).

14      H.   Drop-off site contractor's responsibility regarding illegal dumping, residual, and recyclables  
15      outside the container at drop-off sites.

16           1.   The drop-off site contractor is responsible that all material must either be recycled or  
17           properly disposed.

18           2.   The City will assist the drop-off site Contractor in the identification and prosecution of  
19           persons illegally dumping material at a drop-off site.

20           3.   The Drop-off contractor is required to:

21               a.   Make a good faith effort to get recyclable material placed on the ground into the  
22               container prior to transport.

23               b.   Pick up, transport, and properly dispose, illegally dumped material that is not  
24               recyclable. The cost to transport and dispose is borne by the drop-off site  
25               contractor.

26               c.   Non-recyclable material placed in the container by the public does not need to be  
27               removed. This material will become residual of the processing contractor.

## 28   **ARTICLE 5 – HEALTH AND SAFETY PLAN**

29   5.01   Each Contractor shall maintain a Health and Safety Plan that demonstrates satisfactory evidence  
30   the Contractor has adequate knowledge of the risks associated with curbside collection of Solid  
31   Waste. Such detailed Health and Safety Plan shall, by this reference, become an integral part of  
32   this Contract. The Public Works Director shall approve any changes in the submitted plan before  
33   such changes are instituted. The Health and Safety Plan shall be evaluated and modified at a  
34   minimum every five (5) years throughout the term of the Contract.

35   5.02   The Health and Safety Plan shall include at minimum the following:

36       A.   Applicable Regulations and Laws

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

1 B. Risk Assessment

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

5 C. Required Training and Equipment

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

10 D. Response Procedures

- 11 1. Bidder shall identify the locations of and routes to the nearest hospital or emergency care  
12 center for all proposed facilities required to service the contract. In addition, Bidder shall  
13 identify procedures for health emergencies which shall include at a minimum, contacts  
14 and instructions for contacting proper local authorities depending on the nature of the  
15 emergency, and contacts and instructions for notifying the City. Bidder shall also identify  
16 procedures for correcting any work practices deemed to be unsafe by either the City,  
17 reported by City residents, or identified by Bidder personnel.

18 **ARTICLE 6 – PLAN OF OPERATION**

19 6.01 Each bidder shall submit with the Bid, a plan of operation to the City. Bids submitted without a  
20 complete “Plan of Operation” may be rejected.

21 6.02 The plan must provide a minimum capacity of:

- 22 A. 120 tons per day commingled recyclable materials collected curbside. This includes the  
23 anticipated growth of recycling when changing to carts for collection.  
24 B. In addition, the plan must be able to accommodate 10 tons of recyclable materials from drop-  
25 offs that may arrive in a day’s time.  
26 C. Ability to accommodate 30 trucks per day, allowing them to dump within 25 minutes (scale  
27 to scale).

28 6.03 The City will evaluate each plan of operation submitted as part of the bid evaluation process. The  
29 submitted “Plan of Operation” shall, by this reference, become an integral part of this Contract.  
30 Any substantive changes to the submitted Plan of Operation must be submitted and approved by  
31 the Public Works Director. Such approval shall not be unreasonably withheld.

32 A. Overview: An overview of facility operation that includes:

- 33 1. Facility location or proposed location (address) and present zoning of the property.  
34 2. Facility engineered capacity for receipt and processing volumes identified (may be  
35 expressed as design throughput and hours of operation);  
36 3. Facility’s reserve storage capacity for in bound material to account for equipment  
37 breakdown or routine maintenance;  
38 4. Site traffic flow for adequate maneuvering, and dumping space, and the personnel to  
39 necessary to maintain order and quick unloading;

- 1           5.   Listing of equipment and processing technology that will be used to separate incoming  
2           material and minimize residual;
- 3           6.   Description of each step in the process, for each material listed and any others specified  
4           as recyclable by the bidder, from the time recyclable materials enter the facility until the  
5           time they exit the facility;
- 6           7.   Description of drop-off sites. The description must disclose if drop-off sites will differ  
7           from Article 4 of this contract (size and shape of containers), and may further describe  
8           any features or methods that will enhance the drop-off site;
- 9           8.   Quality to which the recyclable materials will be sorted. (e.g. Plastics sorted by resin  
10          type and color, etc.).
- 11          9.   If using a transfer station to transport mixed recyclables to a sorting facility in another  
12          market, a description of any processing that will happen locally and a description of the  
13          operation of the transfer station.
- 14   6.04   Drawings: Include with the Plan of Operation submitted, drawings of the proposed or existing  
15          Recyclable Materials Processing Center or the proposed or existing Transfer Station. These  
16          drawings shall be used to indicate where equipment will be placed in the facility and where the  
17          different activities will be conducted. It is not necessary that the drawings be drawn to exact scale;  
18          however, they should be an accurate representation of the bidder's intentions. Drawings shall  
19          indicate, at a minimum, a schematic flow diagram indicating the proposed method to receive solid  
20          waste and/or recyclable materials, transfer residual, separate, sort, process and market recyclable  
21          materials;
- 22   6.05   Personnel: A list, by shift, of all categories of personnel that will be employed to operate the facility.  
23          Such list may include supervisors, crew leaders, sorters, loader operators, forklift operators, truck  
24          drivers, equipment operators, maintenance workers, clerical staff, scale operators, and others. Such  
25          list shall indicate the number of each category of employee and the anticipated hours of work.
- 26   6.06   Bidders also must identify all subcontractors known at this time or identify the roles or tasks that  
27          will be performed by subcontractors who will be involved with performance of the Contract. The  
28          Contractor shall not enter into any additional subcontracts, leases, agreements or assignment of or  
29          pertaining to direct operations involving transportation and processing activities or any interest or  
30          right herein, either voluntarily or by operation of law, without prior written consent of the City.  
31          Such City consent shall not be unreasonably withheld.
- 32   6.07   Schedule: A schedule indicating the number of days required between award of the Contract and  
33          the ability to begin full performance of the contract. The schedule should start with the award of  
34          the contract and end when the operation can operate at full scale. All pertinent items shall be listed,  
35          some items to include are: ordering equipment, delivery of equipment, installation of equipment,  
36          operational check of equipment, advertising for employees, hiring of employees, training  
37          employees, contacts with potential locations for drop-off sites, agreements with potential locations  
38          for drop-off sites, actual operation of drop-offs and any other items that may be appropriate.
- 39   6.08   The Contractor will be required to receive all City delivered recyclable material beginning on  
40          January 2, 2021. Prior to start-up, at the Contractor's request, the City may redirect several loads  
41          of recyclable materials from the current processing contractor for testing purposes.
- 42   6.09   For each Bid Package alternative, a detailed "Plan of Operation" shall be submitted at the time of  
43          the bid proposal. Such detailed Plan of Operation shall, by this reference, become an integral part  
44          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.

6.10 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 7 – VIOLATIONS AND LIQUIDATED DAMAGES

7.01 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.

7.02 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 7.05 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.

7.03 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 Article 10 of these Special Provisions, 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.

7.04 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.

### 7.05 Individual Stipulated Liquidated Damages

A. Failure to follow the Plan of Operations as originally submitted to or modified and approved by the Public Works Director. .... \$1,000.00 per each incident

B. Knowingly disposing of unprocessed recyclable materials, whether obtained from the curbside program or through drop-off sites, and/or processed recyclable materials in a landfill, incinerator or other non-approved methods. .... \$2,000.00 per each incident

*Upon the third violation of this nature, at any time, the City may declare a material breach of the contract and declare the Contractor in default for nonperformance and require alternate performance by another contractor using the performance bond required herein.*

C. Speaking to the media regarding the City’s contract without obtaining prior written permission from the Public Works Director. .... \$2,000.00 per incident

D. Making public presentations or providing answers to the public that are contrary to agreed practice or contractual relationship with the City. .... \$500.00 per incident

- 1 E. Failure to submit reports and or documentation by the scheduled time. ....  
2 .....\$75.00 per each incident, per each day
- 3 F. Failure to be open for operation at those times as designated in the specifications. ....  
4 .....\$100.00 per hour
- 5 G. Failure to provide drivers with an accurate scale ticket..... \$200.00 per incident
- 6 H. Failure of scale.....  
7 The City shall use simple averages of historic data to estimate the gross and tare weights of  
8 each vehicle to determine the weight of material. As a liquidated damage for using estimated  
9 weights, the City will receive a 15% discount of the processing fee for all loads during the  
10 scale failure.
- 11 I. Short Term Facility Failure, not having adequate space available to receive  
12 material. .... \$100.00 per hour
- 13 J. Long Term Facility Failure, being unable to accept material for one day or more. ....  
14 ..... \$1,500.00 per day
- 15 K. Failure to clean up litter or debris from the exterior of the facility or dropped from the  
16 transport vehicle(s), at any location, within four (4) hours of oral, written or facsimile  
17 notification by the City. ....\$100.00 per each incident/per each day
- 18 L. Failure to follow any of the other outlined terms of this Contract.....  
19 ..... \$500.00 per each incident
- 20 M. Failure to allow trucks to unload within 25 minutes of scaling into the facility.....  
21 ..... \$250.00 per each incident
- 22 7.06 Failure to Commence Work
- 23 A. Failure to commence work on the established and mutually agreed upon date for collections  
24 under the Contract shall result in liquidated damages of \$25,000 per calendar day.
- 25 7.07 Violation Appeal Procedure
- 26 In the event that the Contractor disagrees that an act or omission has occurred or with the damages  
27 assessed for any act or omission, the Contractor shall have the right to appeal such to a higher  
28 authority. Such appeal shall be in writing within ten days of the notice of the decision appealed  
29 from, and be submitted to the following in the order listed: Quality Control Manager, Assistant  
30 Public Works Director – Environmental Services, Public Works Director, and the City Council.  
31 The decision of the City Council shall be final, subject to judicial appeal by petition in error.

1     **ARTICLE 8 – NOTIFICATION**

2     8.01     Official notification related to this contract shall be made in writing to the parties listed below:

3             For City:

For Contractor:

4             Omaha Public Works Director

5             Suite 601

6             1819 Farnam Street

7             Omaha, NE 68183

8     **ARTICLE 9 – BASIS AND METHOD OF PAYMENT**

9     9.01     Documentation

10            A.    At least on a monthly basis, the Contractor shall supply to the City with scale tickets for all  
11                   billable loads received. The scale tickets shall be as described in Article 3 of the Special  
12                   Provisions. The original scale tickets shall be either mailed or hand delivered to the Solid  
13                   Waste Management Office.

14            B.    Following each Recycling Composition Study, the Contractor shall supply to the City the  
15                   results of said study, following the form and content as agreed upon in the lawfully executed  
16                   Change Order that outlines the means and methods of conducting a Recycling Composition  
17                   Study. The Recycling Composition Study Report shall be imbedded in a Change Order and  
18                   lawfully executed.

19            C.    At the tenth day following the conclusion of each month, the Contractor shall provide to the  
20                   City via e-mail or some other electronic means, a spreadsheet in a commonly available file  
21                   format (e.g. Microsoft Excel) that:

22                1.   Records all scale tickets attributable to the City. Included on the spreadsheet should be  
23                   Ticket Number, Delivering Agent, Date Material Received, Time Material Received,  
24                   Truck Number, Gross Weight, Tare Weight, Net Weight, Type of Material Received, and  
25                   Origin of Material.

26                2.   Computes the Processing Fee, Recycling Stream Composition, Revenue Sharing, and  
27                   Cost Sharing, using the current and prevailing rates for all items, and further computes  
28                   the amount due either to the City or from the City to the Contractor.

29    9.02     Payment

30            A.    The Contractor shall be paid or shall pay the City as proscribed, monthly following receipt  
31                   of all documentation herein listed, satisfactory to the City.

32            B.    The Contractor shall be paid or shall pay, no later than thirty (30) working days after  
33                   submitting to the City all information required to make accurate payments each month.

34     **ARTICLE 10 – ADJUSTMENT OF BID PRICES**

35    10.01     Annually the Processing Fee and Drop-off Pull Charge shall be adjusted.

36            A.    Annually in February during the contract term, this contract shall be reviewed and the unit

price(s) for the per container pull charges from drop-off sites and the per ton processing fee shall be revised to the difference between the Midwest-Size Class B/C Consumer Price Index for Urban Wage Earners and Clerical Workers for July - December, 2019 and the Midwest-Size Class B/C Consumer Price Index for Urban Wage Earners and Clerical Workers for the most recent index period. The indices, obtained from the United States Department of Labor, Bureau of Labor Statistics, will be used in the formulas below to determine the Price Revision Factor. The same Price Revision Factor (PRF) will be applied to the container pull charge unit bid price, the processing fee unit price, the liquidated damages, and the Education and Outreach contribution.

$$\frac{\text{MWCPI for most recent July to December period}}{\text{MWCPI for July to December 2019}} = \text{Price Revision Factor}$$

$$\text{Price Revision Factor} \times \text{Original Unit Price} = \text{New Unit Price}$$

Where;

*MWCPI = Midwest-Size Class B/C CPI*

B. The Unit Price CPI Adjustments will take effect in March.

C. 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.

D. 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.

10.02 When adjustments are made by the Douglas County Board, to the Douglas County, Nebraska, contracted landfill Scale Rate for Municipal Residential - Municipal Solid Waste (MSW), the Market Price Indicator for Residual will be applied beginning the month following.

10.03 Market Price Indicators will be adjusted monthly, and take affect the month following.

## ARTICLE 11 – PUBLIC EDUCATION AND INFORMATION

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

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

- 1 11.03 The City is solely responsible for responding to the public's questions regarding the City's  
2 recycling program. This includes all direct communications as well as the creation and  
3 dissemination of education materials, advertising, and social media. The City does this in a holistic  
4 manner considering all aspects of Omaha's solid waste program and does it in consultation with all  
5 contractors of Omaha's solid waste program. The Contractor's public facing website, if not  
6 consistent with the messaging of the City, must have a clear and obvious link that residents of  
7 Omaha should follow to the City's website to obtain their information.
- 8 11.04 The Contractor will defer all direct public inquiries regarding the City's recycling program to the  
9 City, whether it is directing the public to the website, [www.omaharecycles.com](http://www.omaharecycles.com), or the solid waste  
10 hotline (402) 444-5238. Media inquiries shall be directed to the Public Works Director.
- 11 11.05 The Contractor shall make the Facility available for tours of an educational and promotional nature.  
12 Tours shall be scheduled and during regular business hours. Contractor may limit the group size  
13 and age for safety and make other reasonable limitations. Considering the audience of any tour,  
14 the contractor will present a message that is consistent with the messaging of the City.
- 15 11.06 In support of the City's public education efforts, payment will be made to the City by the Contractor  
16 in the amount of \$1.50 per ton of Recyclable Materials delivered to the processing facility, adjusted  
17 for contaminants according to the prevailing Recycling Stream Composition. The Contractor will  
18 be invoiced by the City following each calendar quarter for this payment in support of Public  
19 Education and Information.

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## **APPENDICES**

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**City of Omaha OPW 53624**

**APPENDIX A – 2018 & 2019 RECYCLING DATA,  
MONTH-BY-MONTH**

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2018	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
Non Glass Pulls														
75TH	70	62	71	69	64	65	65	67	61	77	71	68	810	67.50
FIRSTAR FIBER	37	31	35	35	35	32	34	38	37	37	34	34	419	34.92
ELKHORN	37	34	35	35	33	32	33	39	31	38	35	40	422	35.17
RIVER CITY	26	23	26	26	26	26	26	28	23	28	26	26	310	25.83
SALVATION ARMY	23	19	18	21	20	19	19	18	18	22	22	21	240	20.00
Total	193	169	185	186	178	174	177	190	170	202	188	189	2,201	183.42
Average	38.60	33.80	37.00	37.20	35.60	34.80	35.40	38.00	34.00	40.40	37.60	37.80	440.20	36.68
Glass Pulls‡														
75TH	16	16	18	18	16	16	17	16	16	18	18	18	203	16.92
FIRSTAR FIBER	8	8	9	9	8	8	9	8	6	10	9	9	101	8.42
ELKHORN	7	8	9	9	8	8	9	9	8	9	9	9	102	8.50
RIVER CITY	8	8	9	9	8	8	9	8	8	9	9	9	102	8.50
SALVATION ARMY	4	4	5	4	5	4	4	5	4	4	5	4	52	4.33
HY-VEE	4	4	5	4	5	4	6	3	4	5	4	4	52	4.33
FRESH THYME	5	4	4	4	5	4	6	3	4	5	4	5	53	4.42
BAKERS	2	1	1	1	2	1	2	4	4	5	6	8	37	3.08
Total	54	53	60	58	57	53	62	56	54	65	64	66	702	58.50
Average	6.75	6.63	7.50	7.25	7.13	6.63	7.75	7.00	6.75	8.13	8.00	8.25	87.75	7.31
Non Glass Drop-off Tons														
75TH	41.81	32.91	45.11	41.71	44.03	52.00	51.80	51.99	43.85	45.27	41.62	44.11	536.21	44.68
FIRSTAR FIBER	28.55	22.28	29.86	25.51	28.89	26.91	26.07	28.38	30.36	27.15	25.68	28.14	327.78	27.32
ELKHORN	15.44	10.82	14.32	15.01	15.24	16.45	19.26	16.58	13.99	15.38	15.85	19.28	187.62	15.64
RIVER CITY	22.01	12.14	18.56	18.39	21.97	24.74	17.53	19.45	14.53	16.21	14.04	17.05	216.62	18.05
SALVATION ARMY	11.40	9.68	11.80	13.68	14.41	15.21	14.14	13.40	11.88	13.97	13.25	12.07	154.89	12.91
Total	119.21	87.83	119.65	114.30	124.54	135.31	128.80	129.80	114.61	117.98	110.44	120.65	1,423.12	118.59
Average	23.84	17.57	23.93	22.86	24.91	27.06	25.76	25.96	22.92	23.60	22.09	24.13	284.62	23.72
Glass Drop-off Tons‡														
75TH	31.77	22.63	31.45	32.66	31.68	32.09	32.36	29.48	26.31	29.60	26.32	33.79	360.14	30.01
FIRSTAR FIBER	32.73	20.96	27.88	28.95	27.75	25.46	29.39	18.99	14.20	33.25	26.23	28.43	314.22	26.19
ELKHORN	7.69	8.32	7.64	9.15	8.86	8.68	9.50	10.09	7.83	6.75	8.28	9.14	101.93	8.49
RIVER CITY	12.65	8.83	14.79	13.88	12.77	13.42	14.98	12.41	14.62	14.27	14.24	12.92	159.78	13.32
SALVATION ARMY	10.85	10.63	15.01	10.02	15.56	11.72	7.72	10.52	9.32	9.25	12.29	11.29	134.18	11.18
HY-VEE	13.54	12.18	16.36	15.05	20.92	16.00	17.65	19.29	17.28	21.14	19.02	19.48	207.91	17.33
FRESH THYME	18.81	13.28	15.40	17.49	23.86	18.93	25.21	18.92	19.93	24.28	20.47	28.47	245.05	20.42
BAKERS	6.71	4.81	5.88	5.62	11.64	9.77	11.28	12.86	10.24	12.21	10.34	11.80	113.16	9.43
Total	134.75	101.64	134.41	132.82	153.04	136.07	148.09	132.56	119.73	150.75	137.19	155.32	1,636.37	136.36
Average	16.84	12.71	16.80	16.60	19.13	17.01	18.51	16.57	14.97	18.84	17.15	19.42	204.55	17.05
CURBSIDE TONS	1,228.27	948.94	1,118.40	1,069.35	1,289.08	1,176.41	1,142.79	1,185.10	1,045.54	1,241.89	1,235.76	1,219.30	13,900.83	1,158.40
CURBSIDE LOADS	399	300	320	307	308	282	307	302	286	341	322	305	3,779	314.92
WORKING DAYS	23	20	22	21	22	22	22	23	20	23	22	21	261	21.75
Curbside Ton Per Day	53	47	51	51	59	53	52	52	52	54	56	58	639	53.22
‡Data is provided regarding glass collection at drop-off sites even though glass collection at drop-off sites is excluded from this contract. Inclusion of glass information is for informational purposes only so that the bidders will understand the success of the existing drop-off sites and be prepared to provide adequate space for glass containers at drop-off sites.														

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2019	January	February	March	April	May	June	July	August	September	October	November	December	Total	Average
<b>Non Glass Pulls</b>														
75TH	65	53	67	72	81	72	71	69	67	60	69	74	820	68.33
FIRSTAR FIBER	33	27	33	37	35	25	35	36	37	31	33	34	396	33.00
ELKHORN	33	28	28	37	38	39	42	37	38	37	40	42	439	36.58
RIVER CITY	24	21	25	23	27	22	26	24	26	19	26	26	289	24.08
SALVATION ARMY	21	18	19	25	26	26	25	24	27	24	25	29	289	24.08
<b>Total</b>	176	147	172	194	207	184	199	190	195	171	193	205	2,233	186.08
<b>Average</b>	35.20	29.40	34.40	38.80	41.40	36.80	39.80	38.00	39.00	34.20	38.60	41.00	446.60	37.22
<b>Glass Pulls‡</b>														
75TH	12	14	12	18	18	14	16	18	18	15	13	16	184	15.33
FIRSTAR FIBER	8	9	8	9	9	8	9	9	9	9	7	9	103	8.58
ELKHORN	7	4	4	5	4	3	4	4	4	4	5	4	52	4.33
RIVER CITY	8	7	8	9	9	8	8	9	9	9	8	9	101	8.42
SALVATION ARMY	3	5	4	4	5	4	4	5	4	5	4	3	50	4.17
HY-VEE	5	3	4	5	4	4	6	6	8	8	8	9	70	5.83
FRESH THYME	4	4	4	5	4	4	5	6	8	8	7	9	68	5.67
SUPER SAVER						1	1	4	4	5	4	3	22	3.14
BAKERS	7	7	9	10	9	5	7	7	4	4	5	4	78	6.50
<b>Total</b>	54	53	53	65	62	51	60	68	68	67	61	66	728	61.98
<b>Average</b>	6.75	6.63	6.63	8.13	7.75	5.67	6.67	7.56	7.56	7.44	6.78	7.33	80.89	6.89
<b>Non Glass Drop-off Tons</b>														
75TH	36.00	30.37	51.51	47.94	58.44	48.91	49.24	44.28	40.25	39.18	45.10	48.02	539.24	44.94
FIRSTAR FIBER	26.86	18.92	30.80	35.04	29.17	28.20	32.04	35.00	31.80	30.21	32.73	28.12	358.89	29.91
ELKHORN	15.86	11.71	15.49	18.98	18.09	24.84	21.75	20.94	20.36	19.64	20.77	20.96	229.39	19.12
RIVER CITY	13.47	12.25	19.34	15.63	17.80	15.48	18.50	17.60	17.60	12.34	14.16	16.82	190.99	15.92
SALVATION ARMY	10.27	10.38	13.76	15.14	17.34	15.52	12.69	12.15	12.37	12.40	11.80	13.41	157.23	13.10
<b>Total</b>	102.46	83.63	130.90	132.73	140.84	132.95	134.22	129.97	122.38	113.77	124.56	127.33	1,475.74	122.98
<b>Average</b>	20.49	16.73	26.18	26.55	28.17	26.59	26.84	25.99	24.48	22.75	24.91	25.47	295.15	24.60
<b>Glass Drop-off Tons‡</b>														
75TH	22.83	22.74	32.25	35.59	33.10	27.50	31.87	27.29	29.00	26.05	26.41	32.21	346.84	28.90
FIRSTAR FIBER	23.67	22.01	25.59	27.79	24.18	22.36	26.07	20.87	22.23	20.43	18.55	22.32	276.07	23.01
ELKHORN	7.57	5.56	7.32	9.60	8.45	6.68	11.00	8.12	8.27	6.95	9.70	9.08	98.30	8.19
RIVER CITY	11.22	8.73	14.09	15.96	14.79	11.99	15.85	13.55	13.03	12.16	11.87	12.82	156.06	13.01
SALVATION ARMY	10.89	11.97	13.10	17.80	19.98	15.21	16.73	19.19	15.70	19.96	16.65	14.66	191.84	15.99
HY-VEE	26.21	15.07	19.92	26.17	17.92	20.61	26.64	24.24	20.12	23.08	23.08	27.50	270.56	22.55
FRESH THYME	22.55	17.69	23.54	29.50	24.24	25.51	27.79	25.76	22.41	23.36	26.53	30.14	299.02	24.92
SUPER SAVER						4.53	6.24	8.92	7.05	8.95	7.54	8.01	51.24	7.32
BAKERS	10.43	11.28	16.81	17.95	18.95	15.55	14.85	16.03	14.30	14.00	19.31	15.70	185.16	15.43
<b>Total</b>	135.37	115.05	152.62	180.36	161.61	149.94	177.04	163.97	152.11	154.94	159.64	172.44	1,875.09	159.31
<b>Average</b>	16.92	14.38	19.08	22.55	20.20	16.66	19.67	18.22	16.90	17.22	17.74	19.16	208.34	17.70
<b>CURBSIDE TONS</b>	1,113.83	883.56	1,040.84	1,124.55	1,105.03	878.40	1,095.37	1,044.53	862.86	937.88	977.31	1,330.12	12,394.28	1,032.86
<b>CURBSIDE LOADS</b>	333	276	284	318	284	210	283	275	225	258	265	335	3,346	278.83
<b>WORKING DAYS</b>	23	20	21	22	23	20	23	22	21	23	21	22	261	21.75
<b>Curbside Ton Per Day</b>	48	44	50	51	48	44	48	47	41	41	47	60	569	47.43

‡Data is provided regarding glass collection at drop-off sites even though glass collection at drop-off sites is excluded from this contract. Inclusion of glass information is for informational purposes only so that the bidders will understand the success of the existing drop-off sites and be prepared to provide adequate space for glass containers at drop-off sites.

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**City of Omaha OPW 53624**

**APPENDIX B – 2006-2019 SOLID WASTE DATA**

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	<b>Garbage</b>	<b>Recycle Incl Glass</b>	<b>Yardwaste</b>
<b>2006</b>	98,984.97	15,156.43	35,927.88
<b>2007</b>	99,163.58	16,459.16	34,175.52
<b>2008</b>	107,486.60	17,585.95	27,840.43
<b>2009</b>	101,874.28	16,511.24	30,769.90
<b>2010</b>	104,569.48	16,277.87	30,618.31
<b>2011</b>	127,100.54	16,267.95	7,432.98
<b>2012</b>	106,400.51	16,129.19	17,725.41
<b>2013</b>	108,566.19	16,795.15	21,108.85
<b>2014</b>	115,545.03	16,849.48	16,493.08
<b>2015</b>	134,824.65	17,103.91	5,661.82
<b>2016</b>	145,843.74	17,331.96	-
<b>2017</b>	132,890.30	17,043.53	12,285.36
<b>2018</b>	139,470.76	16,974.86	6,050.80
<b>2019</b>	145,329.43	15,745.10	704.93

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**City of Omaha OPW 53624**

**APPENDIX C – PILOT CART COLLECTION RAW  
DATA**

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	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week (pre cart)</b>	0	0	0	0	0
<b>Date</b>	10/31/2016	11/1/2016	11/2/2016	11/3/2016	11/4/2016
<b>Recycle</b>					
<b>Stops</b>	393	675	387	555	480
<b>Not Out</b>	138	204	143	298	149
<b>Tags</b>					
<b>Tons</b>	1.18	2.33	2.06	1.37	1.645
<b>Hours</b>					
<b>Participate</b>	255	471	244	257	331
<b>% Participating</b>	65%	70%	63%	46%	69%
<b>Time Per Stop</b>	-	-	-	-	-
<b>Weight Average</b>	9.25	9.89	16.89	10.66	9.94
<b>Week</b>	2	2	2	2	2
<b>Date</b>	11/14/2016	11/15/2016	11/16/2016	11/17/2016	11/18/2016
<b>Recycle</b>	Not Out is faulty Bad load. Landfilled				
<b>Stops</b>	393		393	547	481
<b>Not Out</b>	10		69	183	121
<b>Tags</b>				2	0
<b>Tons</b>	3.47		4.77	4.35	3.88
<b>Hours</b>	9		11	12	10
<b>Participate</b>	383		324	364	360
<b>% Participating</b>	97%		82%	67%	75%
<b>Time Per Stop</b>	1.41		2.04	1.98	1.67
<b>Weight Average</b>	18.12		29.44	23.90	21.56

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week</b>	4	4	4	4	4
<b>Date</b>	11/28/2016	11/29/2016	11/30/2016	12/1/2016	12/2/2016
<b>Recycle</b>					
<b>Stops</b>	393	681	395	544	484
<b>Not Out</b>	120	184	91	187	91
<b>Tags</b>	0	0	0	0	2
<b>Tons</b>	4.24	4.26	5.62	4.26	4.46
<b>Hours</b>	7	11	8.5	7.5	7.5
<b>Participate</b>	273	497	304	357	393
<b>% Participating</b>	69%	73%	77%	66%	81%
<b>Time Per Stop</b>	1.54	1.33	1.68	1.26	1.15
<b>Weight Average</b>	31.06	17.14	36.97	23.87	22.70
<b>Week</b>	6	6	6	6	6
<b>Date</b>	12/12/2016	12/13/2016	12/14/2016	12/15/2016	12/16/2016
<b>Recycle</b>					
<b>Stops</b>	393	682	400	544	480
<b>Not Out</b>	104	167	99	201	121
<b>Tags</b>	0	0	0	0	0
<b>Tons</b>	3.59	6.29	3.12	3.05	2.57
<b>Hours</b>	7	10	9.5	7	6
<b>Participate</b>	289	515	301	343	359
<b>% Participating</b>	74%	76%	75%	63%	75%
<b>Time Per Stop</b>	1.45	1.17	1.89	1.22	1.00
<b>Weight Average</b>	24.84	24.43	20.73	17.78	14.32

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week</b>	8	8	8	8	8
<b>Date</b>	12/26/2016	12/27/2016	12/28/2016	12/29/2016	12/30/2016
<b>Recycle</b>					
<b>Stops</b>	393	681	399	544	480
<b>Not Out</b>	150	192	123	172	102
<b>Tags</b>	0	1	0	0	0
<b>Tons</b>	3.41	6.07	4.22	4.49	4.45
<b>Hours</b>	6	11.5	8	9	7
<b>Participate</b>	243	489	276	372	378
<b>% Participating</b>	62%	72%	69%	68%	79%
<b>Time Per Stop</b>	1.48	1.41	1.74	1.45	1.11
<b>Weight Average</b>	28.07	24.83	30.58	24.14	23.54
<b>Week</b>	10	10	10	10	10
<b>Date</b>	1/9/2017	1/10/2017	1/11/2017	1/12/2017	1/13/2017
<b>Recycle</b>					
<b>Stops</b>	393	391	625	615	480
<b>Not Out</b>	101	111	169	235	106
<b>Tags</b>	0	0	0	0	0
<b>Tons</b>	4.04	3.34	2.78	5.03	3.96
<b>Hours</b>	4.4	10	11	8.5	7.5
<b>Participate</b>	292	280	456	380	374
<b>% Participating</b>	74%	72%	73%	62%	78%
<b>Time Per Stop</b>	0.90	2.14	1.45	1.34	1.20
<b>Weight Average</b>	27.67	23.86	12.19	26.47	21.18

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week</b>	12	12	12	12	12
<b>Date</b>	1/23/2016	1/24/2016	1/25/2016	1/26/2016	1/27/2016
<b>Recycle</b>					
<b>Stops</b>	393	684	117	550	329
<b>Not Out</b>	109	204	39	183	40
<b>Tags</b>	0	0	0	0	0
<b>Tons</b>	3.46	5.57	3.75	5.21	3.64
<b>Hours</b>	5	10	4.5	11	9.5
<b>Participate</b>	284	480	78	367	289
<b>% Participating</b>	72%	70%	67%	67%	88%
<b>Time Per Stop</b>	1.06	1.25	3.46	1.80	1.97
<b>Weight Average</b>	24.37	23.21	-	28.39	25.19
<b>Week</b>	14	14	14	14	14
<b>Date</b>	2/6/2017	2/7/2017	2/8/2017	2/9/2017	2/10/2017
<b>Recycle</b>					
<b>Stops</b>	394	681	403	539	485
<b>Not Out</b>	146	184	117	239	134
<b>Tags</b>	0	1	0	0	1
<b>Tons</b>	2.94	2.8	3.17	2.33	2.12
<b>Hours</b>	5	10	10	7	8
<b>Participate</b>	248	497	286	300	351
<b>% Participating</b>	63%	73%	71%	56%	72%
<b>Time Per Stop</b>	1.21	1.21	2.10	1.40	1.37
<b>Weight Average</b>	23.71	11.27	22.17	15.53	12.08



	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week</b>	16	16	16	16	16
<b>Date</b>	2/20/2017	2/21/2017	2/22/2017	2/23/2017	2/24/2017
<b>Recycle</b>					
<b>Stops</b>	394	681	402	544	427
<b>Not Out</b>	104	167	108	170	151
<b>Tags</b>	0	0	0	1	0
<b>Tons</b>	3.2	2.97	3.18	2.85	2.99
<b>Hours</b>	5	9	5	8	7
<b>Participate</b>	290	514	294	374	276
<b>% Participating</b>	74%	75%	73%	69%	65%
<b>Time Per Stop</b>	1.03	1.05	1.02	1.28	1.52
<b>Weight Average</b>	22.07	11.56	21.63	15.24	21.67
<b>Week</b>	18	18	18	18	18
<b>Date</b>	3/6/2017	3/7/2017	3/8/2017	3/9/2017	3/10/2017
<b>Recycle</b>					
<b>Stops</b>	394	680	402	544	480
<b>Not Out</b>	105	209	115	177	97
<b>Tags</b>	0	3	2	0	0
<b>Tons</b>	3.4	5.2	3.9	3.8	3.8
<b>Hours</b>	7.2	11.6	7	7.3	7.6
<b>Participate</b>	289	471	287	367	383
<b>% Participating</b>	73%	69%	71%	67%	80%
<b>Time Per Stop</b>	1.49	1.48	1.46	1.19	1.19
<b>Weight Average</b>	23.53	22.08	27.18	20.71	19.84

	Monday	Tuesday	Wednesday	Thursday	Friday
<b>Week</b>	20	20	20	20	20
<b>Date</b>	3/20/2017	3/21/2017	3/22/2017	3/23/2017	3/24/2017
<b>Recycle</b>					
<b>Stops</b>	394	681	400	543	480
<b>Not Out</b>	85	146	98	180	100
<b>Tags</b>	4	2	0	0	0
<b>Tons</b>	5.3	5.9	3.2	2.8	3.6
<b>Hours</b>	5.8	10.9	7.3	7.7	6
<b>Participate</b>	309	535	302	363	380
<b>% Participating</b>	78%	79%	76%	67%	79%
<b>Time Per Stop</b>	1.13	1.22	1.45	1.27	0.95
<b>Weight Average</b>	34.30	22.06	21.19	15.43	18.95
<b>Week</b>	22	22	22	22	22
<b>Date</b>	4/3/2017	4/4/2017	4/5/2017	4/6/2017	4/7/2017
<b>Recycle</b>					
<b>Stops</b>	394	681	399	544	479
<b>Not Out</b>	95	152	79	183	91
<b>Tags</b>	0	1	1	0	1
<b>Tons</b>	5.3	5.4	3.6	4.2	3.8
<b>Hours</b>	7.6	10	7.4	8.4	7.6
<b>Participate</b>	299	529	320	361	388
<b>% Participating</b>	76%	78%	80%	66%	81%
<b>Time Per Stop</b>	1.53	1.13	1.39	1.40	1.18
<b>Weight Average</b>	35.45	20.42	22.50	23.27	19.59

	Monday	Tuesday	Wednesday	Thursday	Friday
Week	24	24	24	24	24
Date	4/17/2017	4/18/2017	4/19/2017	4/20/2017	4/21/2017
	Not out is faulty due to cart collection				
Recycle					
Stops	394	681	399	544	480
Not Out	6	3	8	14	8
Tags	0	0	0	0	0
Tons	3.8	6.4	3.7	4.2	6.5
Hours	9	12.2	10.1	10	7.3
Participate	388	678	391	530	472
% Participating	98%	100%	98%	97%	98%
Time Per Stop	1.39	1.08	1.55	1.13	0.93
Weight Average	19.59	18.88	18.93	15.85	27.54
Week (post cart)	25	25	25	25	25
Date	5/1/2017	5/2/2017	5/3/2017	5/4/2017	5/5/2017
Recycle					
Stops	394	681	399	544	480
Not Out	187	249	151	272	163
Tags	0	0	0	0	0
Tons	1.4	2.1	1.8	1.2	1.5
Hours	9.4	8.2	8	7.6	6.1
Participate	207	432	248	272	317
% Participating	53%	63%	62%	50%	66%
Time Per Stop	2.72	1.14	1.94	1.68	1.15
Weight Average	13.53	9.72	14.52	8.82	9.46

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**City of Omaha OPW 53624**

**APPENDIX D – PILOT CART COLLECTION ANALYSIS**

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**City of Omaha OPW 53624**

**APPENDIX E – PILOT CART COLLECTION RESIDUE  
STUDY**

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Pre Cart Audit	DOC	Monday	Tuesday	Wednesday	Thursday	Friday
	Pre Cart Audit					
	DATE	10/31/2016	11/1/2016	11/2/2016	11/3/2016	11/4/2016
	Call Time	11:30 am	2:00pm	2:30pm	1:30pm	11:15am
	Load	2,360	4,660	4,120	2,740	3,290
	Sample	36	62	66	62	58
	Recyclables	32	59	60	54	55
	Waste	4	3	7	8	3
	Residual	4.1	2.6	6.5	8.6	2.9
	Percent	11%	4%	10%	14%	5%
	Households	390	675	388	544	477
	Households (WM)	393	675	387	555	480
	Set outs	255	471	244	257	331
	Participating	65%	70%	63%	46%	69%
	Setout Average	9.25	9.89	16.89	10.66	9.94
	Notes	Notes: No glass was heard during dumping and none observed. No packing peanuts were observed. No medical waste was observed. One large piece of rigid plastics (shelving) was observed. One cookie sheet was included in sample. Other residual included unknown plastic (gerber) containers {research found they are #7 layered #1 & #6}, plastic wrapped cardboard, driveway newspaper in plastic bag, styro egg cartons and a figurine. Bags of recyclables were opened and only the bag placed in residual. Residual would have been less if OCC and news were taken out of their wrappers.	Notes: A couple of glass bottles were observed. No packing peanuts, medical, scrap metal or large rigid plastic were observed. Other residual included cigarette packs with celophane still around, herbicide bottle and motor oil bottle, peanut butter with food residue. Normal plastic bags and a few unmarked plastics. Generally cleaner than Monday's. Found one letter about the pilot and a postcard.	Notes: No glass bottles, scrap metal or ridged plastics observed. One plastic bag of shredded material (counted as recycling). Besides plastic bags, notable residuals included hangars, plastic utensils, plastic disposable plate.	Notes: 1 wine bottle in sample, observed some broken glass. A half full of dry paint paint can was in sample (didn't include in waste, if included waste goes to 20%). Several unclean peanut butter jars. Chunks of packing styro. Plastic bags of course. Plastic eating utensils.	Notes: Maybe one or two glass bottles. Typical residual, basically all related to plastic... plastic bags, styrofoam egg cartons, candy wrappers, kids meal toys, hazardous waste bottles.

First Week Cart Audit	DOC	Monday	Tuesday	Wednesday	Thursday	Friday
	First Week Cart Audit (with exceptions)					
	DATE	11/14/2016	11/29/2016	11/16/2016	12/1/2016	12/2/2016
	Call Time	1:30 pm	4:20 pm	5:30 pm	12:45 pm	2:30 pm
	Load	6,940	13,240	9,540	8,520	8,920
	Load 2	3 block put on next day				
	Truck Number	103458				
	Driver Hours		11		7.5	7.5
	Sample	48	59	61	45	38
	Recyclables	41	54	50	39	35
	Waste	7	5	11	6	3
	Residual	7.0	5.4	10.7	5.8	2.4
	Percent	15%	9%	18%	13%	6%
	Households	390	675	388	544	477
	Households (WM)	395	681	416	544	484
	Set outs	385	497	347	357	393
	Participating	97%	73%	83%	66%	81%
	Setout Average	18.03	26.64	27.49	23.87	22.70
	Notes	Notes: We heard some bottles drop but didn't have any in sample. Window glass, packing tissue and streamer tissue that may have been a mummy costurme, a couple of candy container pumpkins, a kids speak n spell toy, a bubble machine and some yardwaste but not much.	During week one, no sample. Load sent to landfill due to YW contamination. Notes: Heard glass drop. Saw some bunches of leaves. One questionable bag that may have been poop.	Notes: Heard glass drop. A little bottle glass in sample. Wooden toy, straws, breast pad, CD,	Notes: Heard some glass bottles, a light bulb, No leaves observed, Odd non-recyclables included hair	Notes: Observed many larger plastic itesm (garden hose reel, garden edgins, plastic pallet like thing), some glass glass heard. While the residual percentage reports low observation indicates it should have been higher.

End Cart Audit	DOC	Monday	Tuesday	Wednesday	Thursday	Friday
	End of Cart Audit					
	DATE	4/3/2017	4/4/2017	4/5/2017	4/6/2017	4/7/2017
	Call Time	9:26 am	10:16 am	9:42 am	9:03 am	9:06 am
	Load	10,620	6,060	7,100	5,600	4,920
	Load 2		4,780	1,864	2,700	2,740
	Truck Number	103458				
	Driver Hours	7.6	10	7.4	8.4	7.6
	Sample	41	51	49	43	31
	Recyclables	36	41	46	36	28
	Waste	5	10	3	7	3
	Residual	4.4	9.1	2.7	6.9	3.0
	Percent	11%	18%	6%	16%	10%
	Households	390	675	388	544	477
	Households (WM)	394	681	399	544	479
	Set outs	299	529	320	361	388
	Participating	76%	78%	80%	66%	81%
	Setout Average	35.52	11.46	22.19	15.51	12.68
	Notes	Bottles. Noticable number of energy bags.	Lots of styro chunks. A number of big items including a hamper, a laundry spring bag, shower caddy. A number of glass bottles.	Noticable that there was less residual. Fewest number of glass bottles.		

Post Audit	DOC	Monday	Tuesday	Wednesday	Thursday	Friday
	End of Cart Audit					
	DATE	5/1/2017	5/2/2017	5/3/2017	5/4/2017	5/5/2017
	Call Time	8:17 am	11:10 am	10:00 am	9:38 am	9:59 am
	Load	2,880	4,240	3,500	3,000	3,080
	Load 2					
	Truck Number					
	Driver Hours	9	12.2	10.1	10	7.3
					baby truck	baby truck
	Sample	67	53	96	58	57
	Recyclables	57	51	92	54	53
	Waste	10	2	4	4	4
	Residual	8.5	1.8	3.3	4.3	4.2
	Percent	13%	3%	3%	7%	7%
	Households	390	675	388	544	477
	Households (WM)	394	681	399	544	479
	Set outs	187	249	151	272	163
	Participating	47%	37%	38%	50%	34%
	Setout Average	15.40	17.03	23.18	11.03	18.90
	Notes	Very wet from rain. Papers in paper bag were fairly dry. There were still glass bottles. There was no oversized plastics (shelving). Probably 800 pounds of water.	No glass noticed. Lots of paper bags of newspaper.	A couple of big plastic bags of recyclables. One energy bag in sample (put in garbage).	Two energy bags in sample. Plastic table cloth in sample. Observed a wicker basket in load. Bags from wine boxes in sample. Load wet from rain.	A few glass bottles. Generally this load seemed cleaner than Thursdays. One energy bag in sample and others observed.

**City of Omaha OPW 53624**

**APPENDIX F – SAMPLE REVENUE/COST SHARING  
COMPUTATION**

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							<b>Pounds</b>	<b>Tons</b>
<b>Example June in bound net weight, (total curbside and drop-off):</b>							2,022,700	1,011.35
			<b>May Index Pricing (all in Tons)</b>					
<b>Material</b>	<b>Composition</b>	<b>Applied Tons</b>	<b>Low</b>	<b>High</b>	<b>Average</b>	<b>Market Value</b>	<b>City Share</b>	<b>City Share</b>
OCC	12.0%	121.36	\$ 110.00	\$ 120.00	\$ 115.00	\$ 13,349.82	60%	\$ 8,009.89
RMP	60.0%	606.81	\$ 15.00	\$ 25.00	\$ 20.00	\$ 9,102.15	60%	\$ 5,461.29
PETE	5.0%	50.57	\$ 145.00	\$ 200.00	\$ 172.50	\$ 7,332.29	60%	\$ 4,399.37
HDPE	5.0%	50.57	\$ 760.00	\$ 800.00	\$ 780.00	\$ 38,431.30	60%	\$ 23,058.78
Aluminum	2.0%	20.23	\$ 800.00	\$ 840.00	\$ 820.00	\$ 16,181.60	60%	\$ 9,708.96
Steel	2.0%	20.23	\$ 90.00	\$ 110.00	\$ 100.00	\$ 1,820.43	60%	\$ 1,092.26
Other (aseptic, energy bag)	2.0%	20.23	\$ -	\$ -	\$ -	\$ -	60%	\$ -
Residual	12.0%	121.36	\$ (26.18)		\$ (26.18)	\$ (3,177.26)	50%	\$ (1,588.63)
	<b>100.0%</b>	<b>1,011.35</b>				<b>\$ 83,040.33</b>		<b>\$ 50,141.92</b>
<b>RecyclingMarkets.Net</b>								
<b>Prices as of first published price of May 2020, Midwest/Central, High Side</b>								
<b>Secondary Fiber Pricing</b>	<b>Low</b>	<b>High</b>	<b>Unit</b>					
OCC	\$ 110.00	\$ 120.00	Ton	PS 11 Corrugated Containers				
RMP	\$ 15.00	\$ 25.00	Ton	PS 54 Mixed Paper - MP				
<b>Secondary Materials Pricing</b>								
PETE	\$ 0.0725	\$ 0.10	Pound	Baled, c/lb, picked up				
HDPE	\$ 0.38	\$ 0.40	Pound	Baled, c/lb, picked up				
Aluminum	\$ 0.40	\$ 0.42	Pound	Sorted, Baled, c/lb, picked up				
Steel	\$ 90.00	\$ 110.00	Ton	Sorted, Densified, \$/Gross ton, dropped off at RC				

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