CITY OF OMAHA PUBLIC WORKS DEPARTMENT CONTRACT DOCUMENTS AND SPECIAL PROVISIONS

For

OPW 53641

Yardwaste Collection Spring and Fall

Bid Package A – Yardwaste Collections

- (1) Alternate 1 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit
- (2) Alternate 2 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit
- (3) Alternate 3 8 to 12 Week Yardwaste (Spring and Fall), No Limit

Bid Package B – Yardwaste Collection Contractor Defined

- (1) Alternate 1 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit
- (2) Alternate 2 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit
- (3) Alternate 3 8 to 12 Week Yardwaste (Spring and Fall), No Limit

Bids received until	11:00 a.m. (lo	cal tim	ne), July 31, 20	<u>19</u>
Contract Award	, 20	0	rdinance No.	
Contractor:			_	

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INVITATION TO BID

3 **RECEIPT OF BIDS**

Sealed bids for the performance of the **City of Omaha OPW 53641**, **Yardwaste Collection Spring and Fall** will be received for the City of Omaha by the City Clerk.

Bids will be received at the office of the City Clerk, LC-1, Omaha/Douglas Civic
Center, 1819 Farnam Street, Omaha, Nebraska 68183, until 11:00 a.m. (local
time), Wednesday, July 31, 2019, and shortly thereafter the bids will be opened
publicly and read out loud.

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GENERAL DESCRIPTION OF WORK

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15 The City of Omaha is seeking a Contractor for the curbside collection of residential Yardwaste and delivery 16 of collected Yardwaste to the City specified composting facility. The contract shall include the furnishing 17 of labor, facilities, materials, equipment, and services for completion of the work. This project will be bid 18 as a required Bid Package A, and an optional Bid Package B. Under required Bid Package A - Yardwaste 19 Collections there are three alternatives: Alternate 1 - 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag 20 Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, and Alternate 3 – 8 to 12 21 Week Yardwaste (Spring and Fall), No Limit. Costs for all three alternatives must be included with the 22 bid. The bidder may elect to submit optional Bid Package B - Yardwaste Collection Contractor Defined 23 also with three alternatives: Alternate 1 - 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit, 24 Alternate 2 - 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, and Alternate 3 - 8 to 12 Week 25 Yardwaste (Spring and Fall), No Limit. 26

27 **TYPE OF BID**

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

31 **DOCUMENT EXAMINATION AND PROCUREMENTS** 32

- 33 The Bidding Documents may be examined at the following location:
- 3435 Public Works Department
- 36 Omaha/Douglas Civic Center, 6th Floor
- 37 1819 Farnam Street
- 38 Omaha, Nebraska 68183
- 39
- 40 The bidding documents may be obtained by download on the Douglas County/City of Omaha Purchasing
- 41 Department website: <u>http://www.douglascountypurchasing.org/</u> at a cost of \$20. A compact disk containing
- 42 the bidding documents may be obtained from the issuing office at a cost of \$50.
- 43
- 44 The compact disc and Douglas County/City of Omaha Purchasing Department website download both
- 45 include PDF files of Drawings, PDF files of the Specifications and a PDF copy of the reference documents
- 46 defined in the Supplementary Conditions, if any.
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- 48 Electronic resources for bidding purposes, including maps, can be found at
- 49 <u>https://www.dogis.org/swcollection2021</u> Userid: swcollection Password: 2021contract

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BID SECURITY

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

CONTRACT SECURITY

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

10 PRE-BID CONFERENCE

No pre-bid conference will be held as described in Instructions to Bidders Article 6.

14 CONTRACT TIME

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

18 QUALIFICATION OF BIDDERS

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

22 OWNER'S RIGHT TO REJECT BIDS

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

END OF SECTION

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1 **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
 4 Instructions to Bidders have the meanings indicated below:
- 5 A. *Bidder* The individual or entity who submits a Bid directly to Owner, as distinct from a sub-6 bidder, who submits a Bid to a Bidder.
- B. *Contractor* The individual or entity with which Owner has contracted for performance of the Work.
- 9 C. *Owner* The entity with which Contractor has contracted regarding the Work, pursuant to the 10 terms of the Contract. For purposes of these Bidding and Contract Documents, Owner shall 11 mean The City of Omaha.
- 12D. Issuing Office The office from which the Bidding Documents are to be issued and where the13bidding procedures are to be administered. See Document Examination and Procurements in14Invitation 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.
- 20G. Contract Documents Those items so designated in the Agreement, and which together21comprise 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.
- Unless stated otherwise in the Contract Documents, words or phrases that have a well-known
 technical or solid waste collections industry or trade meaning are used in the Contract Documents
 with such recognized meaning.
- **30 ARTICLE 2 COPIES OF BIDDING DOCUMENTS**
- 2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office on compact disc
 32 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:

18

		Title Electronic Filename	
		7 53641 Yardwaste Collection Spring and Fall kly - JK07052019.docxOPW 53641 Yardwaste Collection Spring and Fall Weekly - JK07052019.docx.pdf	
1 2 3	2.03 Owner, in making copies of Bidding Documents available on the above terms, do so only fo purpose of obtaining Bids for the Work and do not authorize or confer a license or grant for other use.		
4	ARTI	CLE 3 – QUALIFICATIONS OF BIDDERS	
5 6	3.01	Bidders shall be qualified to perform the Work contained in the Contract. To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit at a minimum the following information:	
7 8		A. Evidence of Bidder's authority to do business in the State of Nebraska or covenant to obtain such qualification prior to award of the Contract.	
9		B. Number and quality of equipment available for use during the Work.	
10		C. List of key personnel, and proposed role on project.	
11 12	3.02	Bidders must complete and include with the Bid a Certificate of Compliance Form which is included as Exhibit "B" of the Bid Form.	
13 14	3.03	A Bidder's failure to submit required qualification information with their bid will disqualify Bidder from receiving an award of the Contract.	
15 16	3.04	No requirement in this Article 3 to submit information will prevent the right of Owner to seek additional pertinent information regarding Bidder's qualifications.	
17 18	3.05	Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.	
19	ARTI	CLE 4 – NOT USED	
20	ARTICLE 5 – Bidder's Representations		
21	5.01	It is the responsibility of each Bidder before submitting a Bid to:	
22 23 24		A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents (including documents identified in Paragraph 2.02. above);	
25 26 27 28 29		B. visit the Site, conduct a thorough, alert visual examination of the Site, and become familiar with and satisfy itself as to the general, local, and conditions that may affect cost, progress, and performance of the Work. Site visit may be conducted without notification to Owner but may be scheduled with Owner by contacting: James Kee, Quality Control Manager (James.Kee@cityofomaha.org);	
30 31		C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance or furnishing of the Work;	
32 33 34		D. consider 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; and the Site-related figures or maps identified in the Bidding	

1 2 3 4		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 Bidder; and (3) Bidder's safety precautions and programs;
5 6 7 8 9	E.	agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
10 11	F.	become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;
12 13 14	G.	promptly give Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Owner is acceptable to Bidder;
15 16 17	Η.	determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and,
18 19 20 21 22 23 24	I.	agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents. When conflicts, errors, ambiguities or discrepancies have not been resolved, Bidder shall include in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost. Such greater cost shall be included in the Bid.

25 **ARTICLE 6 – PRE-BID CONFERENCE**

26 6.01 A pre-bid meeting will not be held for this contract.

27 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 July 23, 2019 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.
- 34 Address questions to:
- 36 James Kee, Quality Control Manager
- 37 5600 S. 10th Street

- 38 Omaha, NE 68107-3501
- 39 Email Address: James.Kee@cityofomaha.org
- 40 Fax Number: (402) 444-3904
- 41 7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents as
 42 deemed advisable by Owner. Answers to questions received by the deadline in Paragraph 7.01 will
 43 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 July 26, 2019.
 No Addenda shall be issued following July 26, 2019.

3 ARTICLE 8 – BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of
 the lowest cost of Bid Package A Yardwaste Collections Total Cost Extension, but in no case be
 less than Ten Thousand Dollars (\$10,000.00) and in the form of a certified check, an official bank
 check, cashier's check drawn on a national bank or a bank chartered under the laws of the State of
 Nebraska, payable to the City; or a duly executed Bid bond in such amount (on the form included
 in the Bidding Documents) issued by a duly licensed corporate surety meeting the following
 requirements:
- A. All bonds shall be in the form prescribed by the Contract except as provided otherwise by 11 12 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 13 Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the 14 Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A 15 bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that 16 individual's authority to bind the surety. The evidence of authority shall show that it is 17 effective on the date the agent or attorney-in-fact signed the accompanying bond 18
- 19B. Contractor shall obtain the required bonds from surety companies that are duly licensed or20authorized in the jurisdiction in which the Project is located to issue bonds in the required21amounts.
- C. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- D. If Contractor has failed to obtain a required bond, Owner may exercise Owner's right to termination.
- E. Upon request, Owner shall provide a copy of the Performance, Payment, and Guarantee bond
 to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or
 materials used in the performance of the Work.
- 33 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Agreement, furnished the required contract 34 security, and met the other conditions of the Notice of Award, whereupon the Bid security will be 35 36 released. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security and certificates of insurance within 14 calendar days after the Notice of 37 Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid 38 39 security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if 40 Bidder defaults in the manner stated in this subsection.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the
 award may be retained by Owner until the Effective Date of the Agreement or 91 days after the Bid
 opening, whereupon Bid security furnished by such Bidders will be released.

1 **ARTICLE 9 – CONTRACT TIMES**

9.01 The Contractor should be prepared to commence collection operations on or before January 1,
2021. Initial contract term shall conclude on December 31, 2025 or five years after commencement
if commenced prior to January 1, 2021. One subsequent five (5) year extension may be exercised
upon the sole discretion of the Owner. Refer to Article 3 Paragraph 3.01 of the Special Provisions
for further details.

7 ARTICLE 10 – VIOLATIONS AND LIQUIDATED DAMAGES

8 10.01 Provisions for violations and liquidated damages, are set forth in the Agreement and defined in
 9 Article 7 of the Special Provisions.

10 ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11 11.01 The Contract for the Work, as awarded, will be on the basis of services and equipment specified or 12 described in the Bidding Documents without consideration during the bidding and Contract award 13 process of possible substitute or "or-equal" items. In cases in which the Contract allows the 14 CONTRACTOR to request that Owner authorize the use of a substitute or "or-equal" service or 15 item of equipment, application for such acceptance may not be made to and will not be considered 16 by Owner until after the Effective Date of the Contract.
- 17 11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the
 18 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
 20 approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

21 ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 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.
- 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.
- 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.

3 **ARTICLE 13 – PREPARATION OF BID**

- 4 13.01 The Bid Form is included with the Bidding Documents.
- 5A.All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures6or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be7indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item8listed therein.
- 9B.Bidders must provide a bid price for every line item contained within the Bid Form. Bidders10must bid on all three (3) individual Bid Alternatives under Bid Package A Yardwaste11Collections . No exceptions shall be made for Bidder's failure to provide a bid on all line12items.
- 13 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.
- 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.
- 23 13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.
- 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.
- 27 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 an Economic Equity and Inclusion Plan which
 addresses the Contractor's plan to collaborate and partner with the City of Omaha to create a culture
 of economic inclusivity on the project. An Economic Equity and Inclusion Plan Template outlining
 the requirement of the plan is included as Exhibit "B" of this section. Following the template

1 provided as Exhibit "B" include the date, company name, and City Project Number, followed by 2 the Contractors plan to implement each of the elements expressed in quantifiable terms including 3 metrics for monitoring compliance, and include the required dated signatures for the Contractor's Economic Equity and Inclusion Plan Administrator and Project Manager at the end of the 4 5 Document. If a Bidder has submitted An Economic Equity and Inclusion Plan under OPW 53407 Omaha Solid Waste Collections Contract 2021-2030, that submittal may be referenced for this bid. 6 7 The complete Economic Equity and Inclusion Plan, or certificate of approved plan from the City 8 of Omaha Human Rights and Relations Department shall be attached to the Bid Form as Exhibit 9 "D". If the Economic Equity and Inclusion Plan or certificate of approved plan is not attached to 10 the Bid Form, the City may consider the Bid nonresponsive.

13.12 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.

14 **ARTICLE 14 – BASIS OF BID**

- 15 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 Alternative in the Bid Form.
- 18B.The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will19be the product of the "Estimated Quantity" (which Owner or its representative has set forth in20the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The21total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used22by Owner for Bid comparison purposes. The final quantities and Contract Price will be23determined 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.
- 27 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.
- 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 "Yardwaste
 Collection Spring and Fall BID ENCLOSED." A mailed Bid shall be addressed to:
- 37 Office of the City Clerk
- 38 Omaha/Douglas Civic Center
- 39 1819 Farnam Street, Suite LC-1
- 40 Omaha, NE 68183

- 1 15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the 2 correct location or in the designated manner, will not be accepted and will be returned to the Bidder 3 unopened.
- 4 15.04 Bidder acknowledges that the entirety of the Bidding Documents is incorporated into the Bid, even
 5 though such Bidding Documents are not physically included with the Bid returned by Bidder to
 6 Owner.
- 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.

10 **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.
- 15 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.
- 18 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.

23 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.
- 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,
 irregularities, minor defects, or technical errors as may be deemed best for the interests of the City.
- All bid documents submitted to the City may be subject to a public records request. If a bidder wishes to assert that certain bid documents are exempted from disclosure as public records, the bidder shall separately enclose and mark such documents as confidential, and provide a statement citing the factual and statutory basis for nondisclosure. In the event of a public records request for such bid documents labeled confidential, the City will advise the bidder as to its determination of disclosure or nondisclosure.

1 ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

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

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

- 7 19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, 8 nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner 9 finds, after reasonable inquiry and evaluation, to not be responsive. If Bidder purports to add terms 10 or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the 11 Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities 12 13 not involving price, time, or substantial changes in the Work. Discrepancies between words and figures will be resolved in favor of the words. Bidders have the right to appeal any rejection decision 14 15 to Owner.
- 16 19.02 Any or all bids will be rejected if Owner has reason to believe that collusion exists among the
 Bidders.
- 18 19.03 Owner reserves the right to waive immaterial irregularities in the Bids. Owner reserves the right to
 19 request oral presentations from Bidders determined to be in compliance with the requirements and
 20 use the information derived from the oral presentations, if any, in the evaluation. Any expenses
 21 incurred by the Bidder in order to make oral presentations will be borne by the Bidder.
- 22 19.04 Evaluation of Bids
- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed
 requirements, and such alternates, unit prices, and other data, as may be requested in the Bid
 Form or prior to the Notice of Award.
- B. Bids will be evaluated to determine the lowest Bidder based on the Total Annual Estimated
 Contract Price, when combined as a complete Yardwaste services package. Note this cost will
 be a reflection of the Bid Alternative which have been selected by the Owner and may not
 represent the lowest cost Bid Alternative to the Owner.
 - 1. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. The Lowest and Best Bid will be determined by examining the results of paragraph 19.04 B, 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:
- 381.Bidder's demonstrated commitment to maintain sufficient resources and equipment to39provide timely and high quality customer service throughout the term of the agreement,40and particularly during peak volume periods. Level of commitment to be supported by41Resource Allocation Plan and Bidder's qualifications and reputation in municipalities and42environments similar to Owner's.

30

31

- 12.Bidder's financial ability to deliver the service requirements detailed herein and2demonstrated past performance on similar municipal agreements. Note that Bidder must3disclose any municipal residential contracts that have been terminated for cause in the4last five years; failure to do so will be cause for the City to consider rejection of bid.
- 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.
- 8 19.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, 9 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 10 Documents to Owner's satisfaction. Upon request, the Bidder shall furnish to Owner additional 11 proof of qualifications, as reasonably requested, which shall be submitted within 7 calendar days 12 13 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 14 15 information requested under Article 19.06.
- 16 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.
- 18 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 Alternative included as part of the Bidding
 Documents.
- 24 **ARTICLE 20 BONDS AND INSURANCE**
- 25 20.01 When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied
 26 by required bonds and insurance documentation.
- A. Performance, Payment, and Guarantee Bond
- 28 Bidder shall furnish and maintain a Performance, Payment and Guarantee bond, during 1. 29 each year of the agreement, in an amount at least equal to one (1) year of the Contract 30 Price plus the annual Consumer Price Index adjustment for that year, as security for the 31 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 32 33 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 34 Contract. Bidder shall also furnish such other bonds as are required by other specific 35 provisions of the Contract. 36
- 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

1 2 3		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.
4 5 6		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.
7 8 9 10 11 12		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.
13 14		5. If Bidder has failed to obtain a required bond, Owner may exercise Owner's right to termination.
15 16 17		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.
18	18 ARTICLE 21 – SIGNING OF AGREEMENT	
19 20 21 22 23 24 25 26 27	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.
28	21.02	Owner may annul the Notice of Award of contract if:
29		A. Successful Bidder fails to execute the Agreement and/or submit the required bonds and

- 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.
- 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.

37 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.
- 40A.Owner will furnish the successful Bidder with the PURCHASING AGENT APPOINTMENT41AND 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
- 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.

9 ARTICLE 23 – OMAHA HUMAN RIGHTS AND RELATIONS DEPARTMENT CONTRACT COMPLIANCE 10 FORM

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

16 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.

21 ARTICLE 25 – NONDISCRIMINATION IN EMPLOYMENT

- 22 25.01 All contracts hereafter entered into by the Owner shall incorporate an equal employment
 23 opportunity clause, which shall read as follows:
- A. During the performance of this contract, the Contractor agrees as follows:
- 25 1. The Contractor shall not discriminate against any employee or applicant for employment 26 because of race, religion, color, marital status, sex, age, sexual orientation, gender identity, disability or national origin. The Contractor shall ensure that applicants are 27 28 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, 29 the word "treated" shall mean and include, without limitation, the following: recruited, 30 31 whether by advertising or by other means; compensated; selected for training, including 32 apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and 33 terminated. The Contractor agrees to and shall post in conspicuous places, available to 34 employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause. 35
- The Contractor shall, in all solicitations or advertisements for employees placed by or on
 behalf of the Contractor, state that all qualified applicants will receive consideration for
 employment without regard to race, religion, color, sex, sexual orientation, gender
 identity, or national origin, age, disability.
- 403.The Contractor shall send to each representative of workers with which he has a collective41bargaining agreement or other contract or understanding a notice advising the labor union

1 2 3		or workers' representative of the Contractor's commitments under the equal employment opportunity clause of the Owner and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4 5 6 7 8 9 10 11	4.	The Contractor shall furnish to the human rights and relations director all federal forms containing the information and reports required by the federal government for federal contracts under federal rules and regulations, including the information required by sections 10-192 to 10-194, inclusive, and shall permit reasonable access to his records. Records accessible to the human rights and relations director shall be those which are related to paragraphs (1) through (7) 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.
12 13 14 15 16 17 18 19 20	5.	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 (1) through (7) 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.
21 22 23 24 25 26 27	6.	The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the Contractor in the same form and to the same extent as required by the federal government for federal contracts under federal rules and regulations. Such compliance reports shall be filed with the human rights and relations director. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractors.
28 29 30	7.	The Contractor shall include the provisions of paragraphs (1) through (7) of this section, "equal employment opportunity clause," and section 10-193 in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
31 32	ARTICLE 26 – the Governoi	EMPLOYMENT UNDER PUBLIC CONTRACTS, LEGISLATIVE BILL 403, APPROVED BY R April 8, 2009
33 34 35 36 37 38 39 40	to detern the State of the w Respons federal p agency	ful Bidder is required and hereby agrees to use a federal immigration verifications system mine the work eligibility status of new employees physically performing services within e of Nebraska. A federal immigration verification system means the electronic verification rork authorization program authorized by the Illegal Immigration Reform and Immigrant biblity Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent program designated by the United States Department of Homeland Security or other federal authorized to verify the work eligibility status of a newly hired employee. If Successful s 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.

6 **ARTICLE 27 – EMPLOYEE CLASSIFICATION ACT PROVISION**

7 27.01 Successful Bidder and Subcontractors who perform services pursuant to this Contract shall submit 8 to Owner an affidavit, included as Attachment A-2 to the Agreement, attesting that (1) each 9 individual performing services for such Successful Bidder is properly classified under the Nebraska 10 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, 11 (3) such Successful Bidder has complied with Nebraska Rev. Stat. Section 4-114 (Federal 12 Immigration Verification System), (4) such Successful Bidder has no reasonable basis to believe 13 that any individual performing services for such Successful Bidder is an undocumented worker, 14 15 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 16 provisions of the Act. A violation of the Act by Successful Bidder is grounds for rescission of the 17 Contract by Owner. A copy of the form Affidavit for Employee Classification Act is attached to 18 19 the Agreement.

20 ARTICLE 28 – NOT USED

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21 **ARTICLE 29 – RESOURCE ALLOCATION PLAN**

- 22 29.01 Each Bidder must submit a Resource Allocation Plan with their Bid (see Exhibit "E" of the Bid
 23 Form) that can provide satisfactory evidence that the Bidder has adequate knowledge to the extent
 24 and scope of the Contract. Bids submitted without a complete "Resource Allocation Plan" will be
 25 rejected. A Resource Allocation Plan must be submitted for each Required Bid Alternate, and if a
 26 bid is submitted for Optional Bid B, each alternate under Bid B.
- 27 The Resource Allocation Plan shall include at minimum the following:
- 28 A. Physical Facilities
- Each Bidder shall identify or propose physical facilities required to complete the scope of work defined herein. Include at a minimum details as to location, size of parcel, size and layout of buildings (i.e. administrative, maintenance, garage, etc.), fueling facilities, truck wash facilities, access to and onsite utilities, exterior features (i.e. # of parking spots, paved or graveled, etc.), and other facilities and features as deemed appropriate..
- 34 B. Rolling Stock / Fleet
- 351.Each Bidder shall provide a detailed plan identifying type and quantity of equipment to36be utilized to complete the scope of work defined in these Bidding Documents. Included37shall be all diagrams and plans to sufficiently detail the Bidder's plan for marking the38Bidder's Fleet as required by these Bidding Documents and defined in the Special39Provisions.
- 402.At a minimum, and in addition to Paragraph 29.01.B.1, the Bidder shall provide the
number of Collection Trucks required to execute the work as defined in the Special
Provisions.

1	C.	Personnel / Staffing
2 3 4 5 6 7 8 9 10		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.
11 12 13		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.
14 15 16 17 18		3. At a minimum and in addition to Paragraphs 29.01.C.1 and 2, the Bidder shall provide the number of drivers, helpers, customer service and any additional staff required to execute the collection of Yardwaste. Staffing detailed shall also include fleet maintenance and service technicians in addition to collections, administrative, and management staff.
19	D.	Subcontractors
20 21 22 23		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.
24 25 26		2. At a minimum and in addition to Paragraph 29.01.D.1, the Bidder shall provide the number of staff and equipment each subcontractor, if any, will be required to provide to execute the collection of Yardwaste.
27 28		3. In no case shall subcontracted services represent more than 15% of the total contracted services unless otherwise approved in writing by the Owner.
29	ARTICLE	30 – NOT USED
30	ARTICLE	31 – PLAN OF OPERATION
31	31.01 Eac	h Bidder must submit a Plan of Operation as part of their hid (see Exhibit "E" to the Bid Form)

31.01 Each Bidder must submit a Plan of Operation as part of their bid (see Exhibit "F" to the Bid Form)
 32 that fits the requirements of Article 5 of the Special Provisions.

1		END OF SECTION
2		ATTACHMENTS TO THIS SECTION
3 4	1.	Exhibit "A" – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form

5 **2.** Exhibit "B" – Economic Equity and Inclusion Plan Template

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

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

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

- [] Tier I Emerging Small Business
- [] Tier II Emerging Small Business

[] Tier I Small Business[] Tier II Small Business

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

Identified Scope	Comments/ Notes
NO RESERVE	

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

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

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EXHIBIT "B"

COVER PAGE

MUST INCLUDE AT LEAST: COMPANY NAME

Economic Equity and Inclusion Plan City of Omaha

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

(DATE)

I. Mission

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

II. Background

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

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

III. Procedures

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

IV. Administration

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

V. Compliance

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

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

Instructions

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

Areas of Focus

- 1. Small and Emerging Small Business Participation
 - a. List the current Certified Tier I/II SEB subcontractors in your project(s), including a detail description of the scope of work performed?
 - i. PLEASE PROVIDE THE FOLLOWING FOR EACH SEB
 - 1. SEB's name
 - 2. Tier I or Tier II
 - 3. ESB or SB
 - 4. Services the SEB provides
 - 5. SEB Contact name and phone number
 - b. What efforts your firm is taking to promote and educate SEB's on upcoming subcontracting opportunities and how to do business with the firm.

i. EXAMPLE

- 1. How will you contact certified Tier I/II SEB firms that have the necessary expertise required for a project's scope?
- 2. If mutual interest exists, what are the additional steps you will use to help prepare the SEB firm to qualify for the project proposal?
- 3. Are you recommending small businesses to be certified by the City?
- 4. What networking events are you providing or attending to meet new certified SEB firms?
- 2. Workforce Opportunities for working-age students and adults
 - a. What efforts will your firm take to hire from the Omaha?
 - b. What positions are you currently searching for?
 - *i.* EXAMPLES
 - 1. Driver Residential
 - 2. Garbage Collector
 - 3. Refuse collector
 - c. Where does your firm advertise its open positions?
 - *i.* EXAMPLES

- 1. NEWorks
- 2. Indeed.com
- 3. LinkedIn
- 4. Heartland Workforce Solutions
- 5. AIM/Career Link
- d. What efforts does your firm take to advertise positions, workforce and networking opportunities with partner organizations?

i. EXAMPLES

- 1. ACEC (American Consulting Engineers Council) Nebraska
- 2. NSPE (National Society of Professional Engineers) Nebraska
- 3. AIA (American Institute of Architects) Nebraska
- 4. NSBE (National Society of Black Engineers) National
- 5. SPHPE (Society of Hispanic Professional Engineers) National
- 6. SWE (Society of Women Engineers) National
- 7. SAME (Society of American Military Engineers) National
- 8. SMPS (Society for Marketing Professional Services) National
- *e*. What efforts is your firm taking to assist re-entry citizens who would like to specialize in your industry?

i. EXAMPLES

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

3. Youth Engagement

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

i. EXAMPLES

- 1. YouTurn Omaha
- 2. Girls Inc.
- 3. Girl Scouts Spirit of Nebraska
- 4. Urban League
- 5. MathCounts
- 6. Project Harmony
- 7. Dusk to Dawn UNMC program
- 8. Nebraska Children's Home Society
- 9. NESPE Education Foundation

- 10. NorthStar Foundation
- 11. Omaha Healthy Kids Alliance
- 12. Omaha Public Schools
- 13. TeamMates Mentoring Program
- b. Describe ways your firm will provide educational opportunities for community projects.
 - *i.* EXAMPLES
 - 1. Internship Night
 - 2. Resume reviewing
 - 3. Job Shadowing
- c. Describe how your firm will encourage the development of future leaders in your respective industries.

i. EXAMPLES

- 1. Field Trips
- 2. Industry Talk Sessions
- 3. School Visits
- d. Provide a list of applicable outreach career events.
- e. Provide and describe mentorship opportunities for which your firm will commit funding or employee resources.

Signature Plan Administrator Name and Position Firm's name Address: Phone number: Administrator's email Date

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1	BID FORM
2	
3	PROJECT IDENTIFICATION: City of Omaha – OPW 53641, Yardwaste Collection Spring
4	and Fall
5	
6	Bid Submission by:
7	
8	TABLE OF CONTENTS
9	Page
10	ARTICLE 1 – Bid Recipient
11	ARTICLE 2 – Bidder's Acknowledgements
12	ARTICLE 3 – Bidder's Representations
13	ARTICLE 4 – Bidder's Certification
14	ARTICLE 5 – Basis of Bid
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17	ARTICLE 8 – Address For Communications
18	ARTICLE 9 – Defined Terms
19	ARTICLE 10 – Bid Submittal
20	

1 **ARTICLE 1 – BID RECIPIENT**

- 2 1.01 This Bid is submitted to:
- 3 City of Omaha, Nebraska4 Omaha/Douglas Civic Center
- 5 1819 Farnam Street, Omaha, Nebraska, 68131
- 6 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.

11 **ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

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

18 **ARTICLE 3 – BIDDER'S REPRESENTATIONS**

- 19 3.01 In submitting this Bid, Bidder represents that:
- 20A.Bidder has examined and carefully studied the Bidding Documents, and any data and21reference items identified in the Bidding Documents, and hereby acknowledges receipt of22the 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.
- 26 C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect
 27 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 Siterelated 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

1 2		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.
3 4 5 6 7	E.	Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
8 9 10	F.	Bidder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Owner is acceptable to Bidder.
11 12 13 14 15 16	G.	Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Bidding Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Owner as described in Instructions To Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.
17 18	H.	The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
19 20 21 22	I.	The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
23	ARTICLE 4	– Bidder's Certification
24		er certifies that:
		er certifies that: This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
24 25 26	4.01 Bidde	This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any
24 25 26 27 28	4.01 Bidde A.	This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false
24 25 26 27 28 29	4.01 Bidde A. B.	This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
24 25 26 27 28 29 30 31	4.01 Bidde A. B. C. D.	This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing
24 25 26 27 28 29 30 31 32 33	4.01 Bidde A. B. C. D.	This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
24 25 26 27 28 29 30 31 32 33 34 35 36 37	4.01 Bidda A. B. C. D.	 This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D: 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process; 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open

1	Е. В	idder has completed and attached the following:
2	1.	Exhibit "A" – Small & Emerging Small Business Program Participation Disclosure Form.
3 4	2.	Exhibit "B" – Required Bidder's Qualification Statement in the form of executed "Certificate of Compliance" Form.
5	3.	Exhibit "C" – Responsible Contractor Compliance Form (RC-1).
6 7 8	4.	Exhibit "D" – Economic Equity and Inclusion Plan (<u>If a Bidder has submitted An</u> <u>Economic Equity and Inclusion Plan under OPW 53407 Omaha Solid Waste Collections</u> <u>Contract 2021-2030</u> , that submittal may be referenced for this bid.)
9	5.	Exhibit "E" – Resource Allocation Plan
10	6.	Exhibit "F" – Plan of Operation
11	7.	Exhibit "G" – Bid Security
12	8.	Exhibit "H" – Certificate of Surety.

1	ARTICLE 5 – BASIS OF BID
2 3	5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):
4	BID PACKAGE SUMMARY
5 6	FOR Bid Package A – Yardwaste Collections Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit (cost from Line Item 3 on Page 7 of the Bid Form);
7	DOLLARS
8	and CENTS FOR YEAR 1 (\$)
9 10 11	FOR Bid Package A – Yardwaste Collections Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit (cost from Line Item 3 on Page 8 of the Bid Form);
12	DOLLARS
13	and CENTS FOR YEAR 1 (\$)
14 15 16	FOR Bid Package A – Yardwaste Collections Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit (cost from Line Item 3 on Page 9 of the Bid Form);
17	DOLLARS
18	and CENTS FOR YEAR 1 (\$)
19 20 21	FOR OPTIONAL Bid Package B – Yardwaste Collection Contractor Defined Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit (cost from Line Item 3 on Page 11 of the Bid Form);
22	DOLLARS
23	and CENTS FOR YEAR 1 (\$)
24 25	FOR OPTIONAL Bid Package B – Yardwaste Collection Contractor Defined Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit (cost from Line Item 3 on Page 12 of the Bid Form);
26	DOLLARS
27	and CENTS FOR YEAR 1 (\$)
28 29 30	FOR OPTIONAL Bid Package B – Yardwaste Collection Contractor Defined Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit (cost from Line Item 3 on Page 13 of the Bid Form);
31	DOLLARS
32	and CENTS FOR YEAR 1 (\$)
33 34 35	Note: Compensation for years after year one shall be as adjusted by the Contract Documents.
36 37 38	5.02 The Total Extended Price Bid Proposals on the following pages itemizes the unit quantities. Unit prices and extensions shall be completed by Bidder

BID PACKAGE A – YARDWASTE COLLECTIONS ALTERNATE 1 – 8 TO 12 WEEK YARDWASTE (SPRING AND FALL), 10 BAG LIMIT

3 **INSTRUCTIONS:**

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

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

14

1

2

<u>Unit Price Bid Proposal</u>

15	_		
16	LI	NE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER H	<u>RU 1</u>
17			DOLLARS
18	and	d CENTS PER RU (\$)(1)
19			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
20	Not	<u>ES:</u>	
21	1.	Line Item 1: Separate collection of Yardwaste from all approved Residential Units	
22		the City specified Yardwaste Composting Facility. Note this is for the collection of	
23		Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be	
24 25		4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – D	ecember).
26		Citywide Price Bid Proposal	
27	LI	NE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITY	WIDE
28	\$	Must match line item (1) Per RU (1) x 150,000 RUs	
29			
30		Equals Total Citywide Weekly Estimated Contract Price \$. (2)
31	Not	<u>'ES:</u>	
32	1.	Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid I	Proposal.
33		Total Extended Price Bid Proposal	
34		Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Lim	it
35	LI	NE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 1	
36		\$ Der WEEK (2) y 12 collections per voor	
30 37		\$ Per WEEK (2) x 12 collections per year Must match line item (2)	
38		Equals Total Maximum Annual Estimated Contract Price \$. (3)
39			
40	<u>Not</u>		
41		Bold number in parentheses, such as (2), refers to the bid item on the Citywide Cost	*
42	۷.	Compensation for years after year one shall be as adjusted by the Contract Document	18.

1	BID PACKAGE A – YARDWASTE COLLECTIONS ALTERNATE 2 – 8 TO 12 WEEK				
2 3	YARDWASTE (SPRING AND FALL), 20 BAG LIMIT 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					
8	Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential				
9	Unit (RU) basis as RU is defined in the Special Provisions of this bid package. The UNIT PRICE shall				
10	include all costs, including material, necessary to complete the work. Failure to provide a UNIT PRICE				
11	will be cause for rejection of the bid. Bidder shall also provide a TOTAL EXTENDED PRICE				
12	representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED				
13	PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.				
14	<u>Unit Price Bid Proposal</u>				
15					
16	LINE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ¹				
17	DOLLARS				
18	and CENTS PER RU (\$)(1)				
19					
20	NOTES:				
21	1. Line Item 1: Separate collection of Yardwaste from all approved Residential Units and delivered to				
22	the City specified Yardwaste Composting Facility. Note this is for the collection of twenty (20) bags				
23	per Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be divided				
24 25	between 4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – December).				
23 26	<u>Citywide Price Bid Proposal</u>				
27	LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITYWIDE				
28					
29	Must match line item (1)				
30	Equals Total Maximum Citywide Weekly Estimated Contract Price \$ (2)				
31	NOTES:				
32	2. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Proposal.				
33					
34	Total Extended Price Bid Proposal				
35	Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit				
36	LINE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2				
37	\$ Per WEEK (2) x 12 collections per year Must match line item (2)				
38	Must match line item (2)				
39	Equals Total Maximum Annual Estimated Contract Price \$ (3)				
40	NOTES:				
41	1. Bold number in parentheses, such as (2), refers to the bid item on the Citywide Price Bid Proposal.				
42	2. Compensation for years after year one shall be as adjusted by the Contract Documents				

1	BID PACKAGE A – YARDWASTE COLLECTIONS ALTERNATE 3 – 8 TO 12 WEEK
2	YARDWASTE (SPRING AND FALL), NO LIMIT
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	
8	Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential
9	Unit (RU) basis as RU is defined in the Special Provisions of this bid package. The UNIT PRICE shall
10	include all costs, including material, necessary to complete the work. Failure to provide a UNIT PRICE
11	will be cause for rejection of the bid. Bidder shall also provide a TOTAL EXTENDED PRICE
12	representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED
13	PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.
14	Unit Price Bid Proposal
15	
16	LINE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ¹
17	DOLLARS
18	and CENTS PER RU (\$)(1)
19	
20	NOTES:
21	1. Line Item 1: Separate collection of Yardwaste from all approved Residential Units and delivered to
22	the City specified Yardwaste Composting Facility. Note this is for the collection of unlimited bags per
23	Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be divided between
24	4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – December).
25	
26	<u>Citywide Price Bid Proposal</u>
27	LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITYWIDE
28	Per RU (1) x 150,000 RUs Must match line item (1)
29	Must match line item (1) = 1 T + 1 M = C' + 1 M + 1 + P + i + 1 C + (P + 1) + 0 (2)
30	Equals Total Maximum Citywide Weekly Estimated Contract Price \$ (2)
31	NOTES:
32	3. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Proposal.
33	Total Extended Price Bid Proposal
34	Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit
υ.	
35	LINE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 3
36	\$ Per WEEK (2) x 12 collections per year Must match line item (2)
37	Must match line item (2)
38	Equals Total Maximum Annual Estimated Contract Price \$ (3)
39	NOTES:
40	1. Bold number in parentheses, such as (2), refers to the bid item on the Citywide Price Bid Proposal.
41	2. Compensation for years after year one shall be as adjusted by the Contract Documents.
42	

OPTIONAL BID PACKAGE B – YARDWASTE COLLECTION CONTRACTOR DEFINED ALTERNATE 1 – 8 TO 12 WEEK YARDWASTE (SPRING AND FALL), 10 BAG LIMIT

3 **INSTRUCTIONS:**

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

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

14 15

<u>Unit Price Bid Proposal</u>

16	LINE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ¹
17	DOLLARS
18	and CENTS PER RU (\$)(1)
19	
20	NOTES:
21	1. Line Item 1: Separate collection of Yardwaste from all approved Residential Units and delivered to
22	the City specified Yardwaste Composting Facility. Note this is for the collection of ten (10) bags per
23	Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be divided between
24	4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – December).
25	
26	<u>Citywide Price Bid Proposal</u>
27	LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITYWIDE
28	\$Per RU (1) x 150,000 RUs Must match line item (1)
29	
30	Equals Total Maximum Citywide Weekly Estimated Contract Price \$ (2)
31	NOTES:
32	1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Proposal.
33	Total Extended Price Bid Proposal
34	Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit
35	LINE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 1
36	\$ Per WEEK (2) x 12 collections per year Must match line item (2)
37	
38	Equals Total Maximum Annual Estimated Contract Price \$ (3)
39	
40	NOTES:
41	1. Bold number in parentheses, such as (2), refers to the bid item on the Citywide Cost Bid Proposal.
42	2. Compensation for years after year one shall be as adjusted by the Contract Documents.

1 2	OPTIONAL BID PACKAGE B – YARDWASTE COLLECTION CONTRACTOR DEFINED ALTERNATE 2 – 8 TO 12 WEEK YARDWASTE (SPRING AND FALL), 20 BAG LIMIT
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	
8	Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential
9	Unit (RU) basis as RU is defined in the Special Provisions of this bid package. The UNIT PRICE shall include all costs, including material, necessary to complete the work. Failure to provide a UNIT PRICE
10 11	will be cause for rejection of the bid. Bidder shall also provide a TOTAL EXTENDED PRICE
12	representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED
13	PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.
14	Unit Price Bid Proposal
15	
16	LINE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ¹
17	DOLLARS
18	and CENTS PER RU (\$)(1)
19	
20	NOTES:
21	1. Line Item 1: Separate collection of Yardwaste from all approved Residential Units and delivered to
22	the City specified Yardwaste Composting Facility. Note this is for the collection of twenty (20) bags
23	per Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be divided
24 25	between 4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – December).
26	Citywide Price Bid Proposal
27	LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITYWIDE
28	\$Per RU (1) x 150,000 RUs Must match line item (1)
29	Must match line item (1) = 1 T + 1 M = C + 1 T + 1
30	Equals Total Maximum Citywide Weekly Estimated Contract Price \$ (2)
31	NOTES:
32	1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Proposal.
33	<u>Total Extended Price Bid Proposal</u>
34	Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit
35	LINE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 2
36	\$Per WEEK (2) x 12 collections per year Must match line item (2)
37 38	Must match line item (2) Equals Total Maximum Annual Estimated Contract Price \$ (3)
38 39	Notes:
39 40	1. Bold number in parentheses, such as (2), refers to the bid item on the Citywide Price Bid Proposal.

41 **2.** Compensation for years after year one shall be as adjusted by the Contract Documents

1	OPTIONAL BID PACKAGE B – YARDWASTE COLLECTION CONTRACTOR DEFINED
2	ALTERNATE 3 – 8 TO 12 WEEK YARDWASTE (SPRING AND FALL), NO LIMIT
3 4	<u>INSTRUCTIONS:</u> UNIT PRICES and TOTAL EXTENDED PRICES provided must be written out (in text form) and followed
4 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	the Did puckage miled out in its entirely.
8	Bidder shall provide a UNIT PRICE for each line item described herein on a per collection and Residential
9	Unit (RU) basis as RU is defined in the Special Provisions of this bid package. The UNIT PRICE shall
10	include all costs, including material, necessary to complete the work. Failure to provide a UNIT PRICE
11	will be cause for rejection of the bid. Bidder shall also provide a TOTAL EXTENDED PRICE
12	representative of an annual cost to complete each task identified. Calculating TOTAL EXTENDED
13	PRICES shall be accomplished by using the information provided in the Special Provisions for total RUs.
14	Unit Price Bid Proposal
15	
16	LINE ITEM 1: BID PRICE FOR WEEKLY YARDWASTE COLLECTION PER RU ¹
17	DOLLARS
18	and CENTS PER RU (\$)(1)
19	
20	NOTES:
21	1. Line Item 1: Separate collection of Yardwaste from all approved Residential Units and delivered to
22	the City specified Yardwaste Composting Facility. Note this is for the collection of unlimited bags per
23	Residential Unit each week for not less than 8 weeks but no more than 12 weeks to be divided between
24	4 to 6 weeks in the Spring (April – June) and 4 to 6 weeks in the Fall (September – December).
25	
26	<u>Citywide Price Bid Proposal</u>
27	LINE ITEM 2: BID PRICE FOR WEEKLY YARDWASTE COLLECTION CITYWIDE
28	\$ Per RU (1) x 150,000 RUs
29	Must match line item (1) E-grade T-stal Manimum Citarride Washley Estimated Construct Price (2)
30	Equals Total Maximum Citywide Weekly Estimated Contract Price \$ (2)
31	NOTES:
32	1. Bold number in parentheses, such as (1), refers to the bid item on the Unit Cost Bid Proposal.
33	<u>Total Extended Price Bid Proposal</u>
34	Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit
35	LINE ITEM 3: TOTAL EXTENDED PRICE BID FOR ALTERNATE 3
36	<pre>\$ Per WEEK (2) x 12 collections per year</pre>
37	Must match line item (2)
38	Equals Total Maximum Annual Estimated Contract Price \$ (3)
39	NOTES:
40	1. Bold number in parentheses, such as (2), refers to the bid item on the Citywide Price Bid Proposal.
4.1	

41 **2.** Compensation for years after year one shall be as adjusted by the Contract Documents.

1 2 3	5.03	Bidder understands that the quantities called for in the Total Extended Price Bid Proposals are subject to increase or decrease, and hereby proposes to perform all quantity of Work, as increased or decreased, in accordance with the Special Provisions at the unit price bid.				
4 5	5.04	Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Special Provisions.				
6	ARTI	CLE 6 – TIME OF COMPLETION				
7 8	6.01	6.01 Bidder agrees that the Work will begin on or before, if mutually agreed upon, the date indicated in the Agreement and Special Provisions.				
9 10	6.02	Bidder accepts the provisions of the Agreement as to liquidated damages, in the event of failure to complete the Work within the times specified in the Agreement and Special Provisions.				
11	ARTI	CLE 7 – ATTACHMENTS TO THIS BID				
12	7.01	The following documents are submitted with and made a condition of this Bid:				
13		A. Exhibit "A" - Small & Emerging Small Business Program Participation Disclosure Form.				
14		B. Exhibit "B" - Certificate of Compliance Form.				
15		C. Exhibit "C" - Responsible Contractor Compliance Form (RC-1).				
16 17 18		D. Exhibit "D" – Economic Equity and Inclusion Plan (<u>If a Bidder has submitted An Economic Equity and Inclusion Plan under OPW 53407 Omaha Solid Waste Collections Contract 2021-2030, that submittal may be referenced for this bid.</u>)				
19		E. Exhibit "E" – Resource Allocation Plan				
20		F. Exhibit "F" – Plan of Operations				
21		G. Exhibit "G" – Bid Security				
22		H. Exhibit "H" – Certificate of Surety				
23 24 25	7.02	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 the Instruction to Bidders.				
26	ARTI	CLE 8 – Address For Communications				
27	8.01	Communications concerning this Bid shall be addressed to the address of Bidder indicated below:				
28		A				
29						
30						
31	ARTI	CLE 9 – Defined Terms				
32 33	9.01	The terms used in this Bid with initial capital letters have the meanings stated in Instructions to Bidders, and the Special Provisions.				

1 ARTICLE 10 – BID SUBMITTAL

2	10.01 This Bid is su	ubmitted on the	of	, 20	_ by the entity named bel	ow.
3						
4	If Bidder is:					
5						
6	An Individual					
7						
8	Ву				(SEA	AL)
9	By	(Individual's na	ume)			
10						
11	doing business as					
12						
13	Business address:					
14						
15						
16	<u>A Partnership</u>					
17	-					
18	By				(SEA	AL)
19		(Firm name)			· · · · · · · · · · · · · · · · · · ·	
20						
21		(General partne	er)			_
22	Business address:	_				
23						

A Corporation		
Ву		(SEAL)
	(Corporation name)	
	(State of incorporation)	
Ву		(SEAL)
	(Name of person authorized to sign)	、
	(Title)	
	(Corporate Seal)	
Attest		
	(Secretary)	
Business address:		

Ву		(SEAL)
	(Name)	
	(Address)	
Зу		(SEAL)
	(Name)	
	(Address)	
	()	

20 corporation that is a party to the joint venture should be in the manner indicated above.

1		END OF SECTION
2		ATTACHMENTS TO THIS SECTION
3 4	1.	Exhibit "A" – City of Omaha Small & Emerging Small Business Program Participation Disclosure Form
5	2.	Exhibit "B" – Certificate of Compliance Form
6	3.	Exhibit "C" – Responsible Contractor Compliance Form (RC-1)
7	4.	Exhibit "D" – Economic Equity and Inclusion Plan
8	5.	Exhibit "E" - Resource Allocation Plan as defined in the Instructions to Bidders Transmittal
9	6.	Exhibit "F" - Plan of Operations as defined in the Special Provisions Transmittal
10	7.	Exhibit "G" – Bid Security as defined in the Instructions to Bidders Transmittal
11	8.	Exhibit "H" - Certificate of Surety as defined in the Instructions to Bidders



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.:

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

EXHIBIT C

Responsible Contractor Compliance Form RC-1



Regulations:

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

 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. <u>Filing this Report (please initial in the boxes below):</u>

- □ 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.

EXHIBIT D

ECONOMIC EQUITY AND INCLUSION PLAN

(Contractor to attach completed plan or certificate of approval in place of this flysheet) Template Provided as Exhibit B to the Instructions to Bidders. If a Bidder has submitted An Economic Equity and Inclusion Plan under OPW 53407 Omaha Solid Waste Collections Contract 2021-2030, that submittal may be referenced for this bid.

EXHIBIT E

RESOURCE ALLOCATION PLAN TRANSMITTAL FORM

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

Date:

Transmitted here is the Resource Allocation Plan for the Yardwaste Collection Spring and Fall 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.)

EXHIBIT F

PLAN OF OPERATIONS TRANSMITTAL FORM

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

Date:

Transmitted here is the Plan of Operation for Yardwaste Collection Spring and Fall for the Bidder identified below.

Submitted by:

Name of Corporation

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

EXHIBIT G

BID SECURITY TRANSMITTAL FORM

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

Date:

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

\$_____

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

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

EXHIBIT H

CERTIFICATE OF SURETY

If awarded the Contract, our Surety will be

	(N	ame 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 Ad	dress and Telephone No.:	

1		AGREEMENT	
2			
3 4	THIS	AGREEMENT is by and between the City of Omaha, herein after called Owner, and	
5	hereina	after called Contractor. Owner and Contractor hereby agree as follows:	
6	ARTI	CLE 1 – WORK	
7 8	1.01	Contractor shall complete all Work as specified or indicated in the Contract Documents for the project identified herein.	
9	9 ARTICLE 2 – THE PROJECT		
10 11 12 13 14 15 16 17 18 19 20	2.01	The Project, of which the Work under the Contract Documents is a part, is generally described as follows: City of Omaha OPW 53641, Yardwaste Collection Spring and Fall, The City of Omaha is seeking a contractor for the curbside collection of residential Yardwaste. This project will be bid in three alternatives: Bid Package A – Yardwaste Collections , Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, and Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit. Costs for all three alternatives must be included with the bid. An optional Bid Package B – Yardwaste (Spring and Fall), 10 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit. Costs for all three alternatives must be included with the bid. An optional Bid Package B – Yardwaste (Spring and Fall), 10 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit, and Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit, may be submitted. More than one optional Bid Package B may be submitted if the bidder chooses.	
21	ARTI	CLE 3 – CONTRACT TIMES	
22	3.01	Time of the Essence	
23		A. All times and dates stated in the Contract Documents are of the essence of the Contract.	
24	3.02	Contract Times: Dates	
25		A. A Notice to Proceed is expected to be delivered on or after October 1, 2019.	
26 27 28 29 30		B. The contractor should be prepared to commence collection operations on or before January 1, 2021. Initial contract term shall conclude on December 31, 2025 or five years after commencement if commenced prior to January 1, 2021. One subsequent five (5)-year extension may be exercised upon the sole discretion of the Owner. Refer to Article 3 Paragraph 3.01 of the Special Provisions for further details.	
31	3.03	Liquidated Damages	
32 33 34 35 36 37 38 39		A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not started within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not started and completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that liquidated damages for delay (but not as a penalty) shall be governed by Article 7 of the Special Provisions.	

1 ARTICLE 4 – CONTRACT PRICE

- 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 Alternative Selected for

Award:

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Total of all Extended Prices from selected Bid	
Package A Work carried forward from BID	¢
FORM (subject to final adjustment based on	\$
actual quantities)	
Total of all Extended Prices from selected Bid	
Package B Work carried forward from BID	Φ.
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
 - A. Contractor shall submit Applications for Payment in accordance with Article 9 of the Special Provisions. Applications for Payment will be processed by Owner as provided in the Special Provisions.
- 18 5.02 Progress Payments; Deductions
- 19A.Owner shall make progress payments on account of the Contract Price on the basis of20Contractor's Applications for Payment monthly or as agreed to by the Owner during21performance of the Work as provided in the Special Provisions, provided that such22Applications for Payment have been submitted in a timely manner and otherwise meet the23requirements of the Contract.
 - B. Owner may deduct Liquidated Damages from payment due in accordance with Article 7 of the Special Provisions.
- 26 5.03 Year One (1) Contract Payments
- A. Owner, depending on contract commencement date, anticipates that yardwaste collection services for the first year may exceed the City's budgeted amount, because the budgeting process occurs prior to the execution of this Contract. If Owner and Contractor agree to

AGREEMENT-2

commence services prior to January 1, 2021, then payment for remuneration earned by Contractor, in excess of the City's budgeted amount, will be deferred. Deferred amounts will earn interest at the rate of Prime + 0.5% per annum, commencing on the first of the month following the date of the invoice for which the remuneration was earned, until such time that the deferred amounts have been paid. At no time should the interest rate exceed 7.75%.

7 ARTICLE 6 – CONTRACTOR'S REPRESENTATIONS

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- 8 6.01 In order to induce Owner to enter into this Contract, Contractor makes the following
 9 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.
- 18D.Contractor has considered the information known to Contractor itself; information19commonly known to Contractors doing business in the locality of the Site; information and20observations obtained from visits to the Site; the Contract Documents; and the Site-related21reports and drawings identified in the Contract Documents, with respect to the effect of such22information, observations, and documents on (1) the cost, progress, and performance of the23Work; (2) the means, methods, techniques, sequences, and procedures of construction to be24employed 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.
- 29 Contractor has given Owner written notice of all conflicts, errors, ambiguities, or F. 30 discrepancies that Contractor has discovered in the Contract Documents, and the written 31 resolution thereof by Owner through issued addendum or addenda which is acceptable to 32 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. 33 34 When said conflicts, etc., have not been resolved through interpretation or clarification by 35 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 36 37 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.
- 40 H. Contractor's entry into this Contract constitutes an incontrovertible representation by
 41 Contractor that without exception all prices in the Agreement are premised upon performing
 42 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,

1 2 3 4	other than bona fide employees working solely for Contractor, any fee, commiss percentage, brokerage fee, gifts or any other consideration contingent upon or resulting fi the award or making of this Contract. For breach or violation of this statement, warrant covenant, Owner shall have the right to annul this Contract without liability.	rom
5	ARTICLE 7 – CONTRACT DOCUMENTS	
6	7.01 Contents	
7	A. The Contract Documents consist of the following:	
8	1. This Agreement (pages <u>1</u> to <u>10</u> , inclusive).	
9 10	 Performance, Payment, and Guarantee bond (pages <u>17</u> to <u>18</u>, inclusive) (Attachn A-3 to this Agreement). 	lent
11	3. Special Provisions as listed in the table of contents of the Bid Documents.	
12	4. Addenda (numbers <u>to</u> , inclusive).	
13	5. Attachments to this agreement (A-1 on page $\underline{13}$, and A-2 on page $\underline{15}$).	
14 15	 Documentation submitted by Contractor prior to Notice of Award (pages to to inclusive). 	
16	7. Exhibits to this Agreement (enumerated as follows):	
17	a. Contractor's Plan of Operations submitted with Bid (pages to, inclusi	ve).
18 19	8. The following which may be delivered or issued on or after the Effective Date of Contract and are not attached hereto:	the
20	a. Notice to Proceed.	
21	b. Work Change Directives.	
22	c. Change Orders.	
23 24	B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except expressly noted otherwise above).	as
25	C. There are no Contract Documents other than those listed above in this Article 7.	
26 27	D. The Contract Documents may only be amended, modified, or supplemented as mutu agreed upon in writing between the Contractor and Owner.	ally
28	ARTICLE 8 – MISCELLANEOUS	
29	8.01 Terms	
30 31	A. Terms used in this Agreement will have the meanings stated in the Instruction to Bide and the Special Provisions.	lers
32	8.02 Assignment of Contract	
33 34 35 36 37 38	A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party herete any rights under or interests in the Contract will be binding on another party hereto with the written consent of the party sought to be bound; and, specifically but without limitat money that may become due and money that is due may not be assigned without s consent (except to the extent that the effect of this restriction may be limited by law), unless specifically stated to the contrary in any written consent to an assignment,	iout ion, uch and

1 2		assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
3	8.03	Successors and Assigns
4 5 6		A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
7	8.04	Severability
8 9 10 11 12 13		A. Any provision or part of the Contract Documents held, by any court of competent jurisdiction, to be void or unenforceable shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
14	8.05	Contractor's Certifications
15 16 17		A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.05:
18 19 20		 "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
21 22 23 24		 "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
25 26 27		3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
28 29 30		"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
31	8.06	Access to Work
32 33 34		A. Owner, its officers, employees, agents and representatives, at all times shall have access to the Work whenever it is in preparation or progress, and Contractor shall provide proper facilities for such access and inspection by them.
35	8.07	Indemnification
36 37 38 39 40 41 42 43 44		A. The Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless the City, its officers, directors and employees (collectively, City) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, to the extent caused by the Contractor's negligent performance of services under this Agreement and that of its subcontractors or anyone for whom the Contractor is legally liable. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Contractor, its officers, directors, employees and subcontractors (collectively, Contractor) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs in connection with the Project, to the extent caused by the City's negligent acts or the negligent

negligence. 4 8.08 **Unemployment Compensation Fund Payment** 5 A. Contractor shall pay to the Unemployment Compensation Fund of the State of Nebraska, unemployment contributions and interest due under the laws of the State of Nebraska on 6 7 wages paid to individuals employed in the performance of this Contract, and shall submit to 8 Owner a written clearance from the Commissioner of Labor of the State of Nebraska 9 certifying that all payment due of contributions and interest which may have arisen under 10 this Contract have been paid by Contractor, or its Subcontractor, to the State of Nebraska Unemployment Compensation Fund. Payment of the final three percent (3%) of the total 11 amount of the Contract shall be withheld until this provision has been complied with as 12 required by Section 48-657 R.R.S. 1943, as amended. 13 14 Contractor shall submit, when requested, evidence satisfactory to Owner that all payrolls, B. 15 material bills, and other indebtedness pertaining to the aforesaid work have been paid. 8.09 16 Discrimination 17 A. Contractor shall not, in the performance of this Contract, discriminate or permit 18 discrimination against any person because of race, color, creed, religion, sex, marital status, 19 sexual orientation, gender identity, national origin, age, or disability in violation of Federal or State Statutes or Local Ordinances, and further Contractor shall comply with Article V 20 of Chapter 10 of the Omaha Municipal Code pertaining to Civil Rights and Human 21 22 Relations. 23 During the performance of this Contract, the Contractor agrees as follows: 1. 24 The Contractor shall not discriminate against any employee or applicant for a. 25 employment because of race, religion, color, marital status, sex, age, sexual orientation, gender identity, disability or national origin. The Contractor shall ensure that 26 applicants are employed and that employees are treated during employment without 27 28 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, 29 the following: recruited, whether by advertising or by other means; compensated; 30 31 selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated. The Contractor agrees to and shall 32 33 post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this 34 35 nondiscrimination clause. 36 b. The Contractor shall, in all solicitations or advertisements for employees placed by or 37 on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender 38 identity, or national origin, age, disability. 39 40 c. The Contractor shall send to each representative of workers with which he has a 41 collective bargaining agreement or other Contract or understanding a notice advising 42 the labor union or workers' representative of the Contractor's commitments under the 43 equal employment opportunity clause of the Owner and shall post copies of the notice 44 in conspicuous places available to employees and applicants for employment. 45 The Contractor shall furnish to the human rights and relations director all federal forms d. containing the information and reports required by the federal government for federal 46

acts of anyone for whom the City is legally liable. Neither the City nor the Contractor shall

be obligated to indemnify the other party in any matter whatsoever for the other party's own

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1 2 3 4 5 6 7			contracts under federal rules and regulations, including the information required by sections 10-192 to 10-194 of the Omaha Municipal Code (OMC), inclusive, and shall 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.
8 9 10 11 12 13 14 15 16			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.
17 18 19 20 21 22 23			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.
24 25 26 27		-	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.
28	8.10	Employmen	nt Under Public Contracts, LB 403, Approved by the Governor April 8, 2009
29 30 31 32 33 34 35 36 37		deter withi verif Refo Prog Hom of a	tractor is required and hereby agrees to use a federal immigration verification system to rmine the work eligibility status of new employees physically performing services in the State of Nebraska. A federal immigration verification system means the electronic fication of the work authorization program authorized by the Illegal Immigration rm and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify ram, or an equivalent federal program designated by the United States Department of reland Security or other federal agency authorized to verify the work eligibility status newly hired employee. If Contractor is an individual or sole proprietorship, the wing applies:
38 39			ontractor must complete the United States Citizenship Attestation Form, available on e Department of Administration Services website at <u>www.das.state.ne.us</u> ;
40 41 42 43		ag to	Contractor indicates on such attestation form that it is a qualified alien, Contractor grees to provide the US Citizenship and Immigration Services documentation required verify Contractor's lawful presence in the United States using the Systematic Alien erification for Entitlements (SAVE) Program; and,
44 45 46		an	ontractor understands and agrees that lawful presence in the United States is required ad Contractor may be disqualified or the Contract terminated if such lawful presence annot be verified as required by Neb. Rev. Stat. §4-108.

1 8.11 Payment of Workman's Compensation 2 Contractor shall procure a policy, or policies, or insurance which shall guarantee payment 3 of compensation according to the Workmen's Compensation Laws of Nebraska for all 4 workmen injured in the scope of employment; and further agrees to keep said policy, or 5 policies, in full force and effect throughout the terms of this Contract. In addition, all other 6 insurance in any way required of Contractor shall be procured by Contractor and kept in 7 force by Contractor throughout the term of this Contract. Certificate or certificates of 8 insurance, or copies of policies, if required by any Department of the City of Omaha, shall 9 be filed by Contractor with the Public Works Department of the City of Omaha. 10 8.12 **Financial Interest in City Contracts** 11 Pursuant to Section 8.05 of the Home Rule Charter of the City of Omaha, no elected official Α. 12 or any officer or employee of the City shall have a financial interest, direct or indirect, in 13 any City contract. A violation of that section with the knowledge of Contractor, in addition 14 to constituting employee malfeasance, shall be cause for Owner to unilaterally terminate or 15 void this Agreement. 16 8.13 Payment of Employee and Mechanics Claims 17 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 18 19 for the payment of material and equipment rental which is actually used or rented in the 20 performance of the Contract. 21 8.14 **Employee Classification Act Provision** 22 Contractor and each Subcontractor who performs construction or delivery services pursuant A. 23 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 24 Classification Act, 2010 LB 563 ("Act"), (2) such Contractor has completed Federal I-9 25 Immigration Form and has such form on file for each employee performing services, (3) 26 such Contractor has complied with Nebraska Rev. Stat. Section 4-114 (Federal Immigration 27 28 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 29 of the time of the contract, such Contractor is not barred from contracting with the State or 30 31 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. 32 33 A copy of the form Affidavit For Employee Classification Act is provided in Attachment 34 A-2. 35 8.15 **Contract Amendments** 36 The parties hereto acknowledge that, as of the date of the execution of this Agreement, 37 Section 10-142 of the Omaha Municipal Code provides as follows: Any amendment to 38 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 39 40 more, or (b) by seventy-five thousand dollars (\$75,000) or more, shall be approved by the 41 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 42 43 purchase amendments will be split to avoid advance approval of the City Council.

1 8.16 Contractor's Insurance

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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 Inj	ury
Each Person	\$1,000,000
Each Occurrence	\$5,000,000
Aggregate Products and Completed Operations	\$5,000,000

5

Property Dat	ımage	
Each Occurrence	\$500,000	
Aggregate	\$1,000,000	

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- 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.
- 10 Severability 8.17
- A. If any provision contained in this Agreement is held illegal, invalid, or unenforceable, the 11 enforceability of the remaining provisions will not be impaired. 12

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One 1 2 counterpart each has been delivered to Owner, Contractor, and Engineer. All portions of the Contract Documents have been signed, initialed or identified by Owner and Contractor or identified by Engineer on 3 4 their behalf. This Agreement will be effective on , 20 (which is the Effective Date 5 6 of the Contract). CONTRACTOR: **OWNER:** 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 END OF SECTION

2		ATTACHMENTS TO THIS SECTION
3	1.	Attachment A-1 – Equipment Assessment Certification
4	2.	Attachment A-2 – Affidavit for Employee Classification Act
5	3.	Attachment A-3 – Performance, Payment, and Guarantee Bond

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 Statues 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).

	A(n)				
Contractor's Name		(Specify	: Corporation, Part	nership, or Indivi	dual)
By: (Title, specify: President, Partner, or Own					
(Title, specify: President, Partner, or Own	er)				
Attest:					
Attest:Secretary (if corporation)					
STATE OF NEBRASKA)					
) SS.					
COUNTY OF DOUGLAS)	1				
being first duly sworn on oath depose and say			u secretary, respecti		
a;	that they have	read the f	oregoing Certificate	, know its conten	ts, and the same a
true.	-				
SUBSCRIBED and sworn to before me this _	day			_A.D. 20	
		My C	Commission Expires		
Notary Public					
1.010					

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

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 Yardwaste Collection Spring and Fall also referred to as Project No **OPW 53641** which Contract is made a part hereof by reference thereto the same as though fully set forth herein:

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

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

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

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

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

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

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

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

SIGNED AND SEALED THIS	_ day of, 20
IN PRESENCE OF:	
	By:
Name*	
	Title:
Address	
COUNTERSIGNED:	(Attach Corporate Resolution of Principal Authorizing Execution)
Resident Agent*	
Company Name	Surety
	By:
Address	Attorney in Fact
City State Zip	
APPROVED AS TO FORM:	*Instruction: Type names of persons under each signature.

City Attorney

1	SPECIAL PROVISIONS
2	FOR
3	YARDWASTE COLLECTION SPRING AND FALL
4	WHICH INCLUDES
5	BID PACKAGE A – YARDWASTE COLLECTIONS ;
6	OPTIONAL BID PACKAGE B – YARDWASTE COLLECTION CONTRACTOR DEFINED
7	
8	
9	TABLE OF CONTENTS
10	
11	
12	ARTICLE 1 – PURPOSE AND SCOPE
13	ARTICLE 2 – DEFINITIONS
14	ARTICLE 3 – GENERAL SOLID WASTE COLLECTION PROVISIONS 10
15	ARTICLE 4 – HEALTH AND SAFETY PLAN
16	ARTICLE 5 – PLAN OF OPERATION
17	ARTICLE 6 – CONTRACT COMPLIANCE AND REPORTING
18	ARTICLE 7 – VIOLATIONS AND LIQUIDATED DAMAGES
19	ARTICLE 8 – NOTIFICATION
20	ARTICLE 9 – BASIS AND METHOD OF PAYMENT
21	ARTICLE 10 – ANNUAL ADJUSTMENT OF BID PRICES
22	

1 **ARTICLE 1 – PURPOSE AND SCOPE**

By Nebraska State Statute section 13-2020 (4), the City of Omaha (hereafter called City) is responsible for the collection of Solid Waste which includes Garbage, Yardwaste, and Recyclables from residential households within its City limits. This will include not only curbside collection but also collection from approved alleys and house side for residents requiring Special Collections. To fulfill this state law requirement the City has received bids under OPW 53407—Omaha Solid Waste Collections Contract 2021-2030, hereinafter OPW53407.

- 8 To supplement the collection of yardwaste during the peak seasons of the year, the City is issuing this 9 request for bid.
- Yardwaste collection for this contract will be from either curbside or the designated alleys were solid waste
 collection is provided. This contract does not provide for collection of yardwaste up near the home, referred
 to in OPW 53407 as Special Collection.
- 13 1.01 Required Bid Package A Yardwaste Collections Yardwaste Collection Spring and Fall, 8 to 12 weeks
 14 total, on Day of Collection:
- 15 A. Bid Packet General Description

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- Peak season yardwaste collection will be provided to all residential units for a minimum of four (4) and up to six (6) weeks in the spring, and a minimum of four (4) and up to six (6) weeks in the fall. Thus annually giving a minimum total of eight (8) weeks of collection and a maximum total of twelve (12) weeks of collection.
- 20 2. Collection will occur during the two Seasonal Collection Periods as defined.
- 3. The contractor should not expect that the four (4) to six (6) week collection periods will be sequential weeks.
- 234. From each residential unit that is serviced, and each week of collection, the Contractor24shall collect the designated quantity of properly prepared yardwaste bags. The quantity25shall be set by the Bid Alternate selected, either B, C, or D, that follows.
 - 5. Yardwaste will only be collected by paper yardwaste bags as defined. The contractor shall not collect material placed in: plastic bags of any type, homeowner provided ridged containers (trash cans), or bundles of brush.
- 296.Yardwaste will be collected each week of the spring and fall collection period, following30the same day of collection schedule as contract OPW 53407—Omaha Solid Waste31Collections Contract 2021-2030. This includes following the same schedule of holidays.
- 32 The Contractor shall be responsible for the collection, transportation, and delivery of 7. 33 Yardwaste from residential households within the incorporated city limits. 34 Transportation and delivery will be to the City's designated facility for composting. It is the intent of this contract that the Contractor shall supply all buildings, land, labor, 35 36 equipment, materials and supplies necessary to safely collect, transport, and deliver 37 Yardwaste to the City's designated composting facility. The Contractor will be required 38 to maintain a rolling fleet as they describe in their submitted Plan of Operation, for the 39 duration of the contract.
- 408. As part of this Contract, the City shall require the Contractor to maintain equipment in a
manner that will ensure a waste collection infrastructure to complete the work described.

1	B. Bid Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit
2 3 4	1. In this Alternate, up to 10 bags of properly prepared yardwaste will be collected each week, from each defined residential unit, during the spring and fall peak seasons as established.
5 6	2. The contractor shall follow all other points in the General Description as provided in the preceding Item A.
7	C. Bid Alternate 2 – 8 to 12 Week Yardwaste (Spring and Fall), 20 Bag Limit
8 9 10	1. In this Alternate, up to 20 bags of properly prepared yardwaste will be collected each week, from each defined residential unit, during the spring and fall peak seasons as established.
11 12	2. The contractor shall follow all other points in the General Description as provided in the preceding Item A.
13	D. Bid Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit
14 15 16 17 18	1. In this Alternate, an unlimited number bags of properly prepared yardwaste will be collected each week, from each defined residential unit, during the spring and fall peak seasons as established. Unlimited is only referring to the quantity of material that could be reasonably generated by and from each individual property. In general terms, "unlimited" has a maximum limit per week of 100 yardwaste bags.
19 20	2. The contractor shall follow all other points in the General Description as provided in the preceding Item A.
20	18
20 21 22	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule:
21	1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on
21 22 23 24 25 26 27	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule: A. Under Bid Package B, the contractor may write a plan of operation to provide yardwaste collection for the spring and fall collection periods, using a means and method that would provide adequate yardwaste collection service but vary in one or more ways from Bid Package A. Possible variations could be collection on days other than the routine day of collection, dividing the city into alternative zones of collection, collect using alternative
21 22 23 24 25 26 27 28 29	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule: A. Under Bid Package B, the contractor may write a plan of operation to provide yardwaste collection for the spring and fall collection periods, using a means and method that would provide adequate yardwaste collection service but vary in one or more ways from Bid Package A. Possible variations could be collection on days other than the routine day of collection, dividing the city into alternative zones of collection, collect using alternative methods or equipment. B. Minimum requirement is that all residential units are offered the same number of collection
21 22 23 24 25 26 27 28 29 30 31 32	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule: A. Under Bid Package B, the contractor may write a plan of operation to provide yardwaste collection for the spring and fall collection periods, using a means and method that would provide adequate yardwaste collection service but vary in one or more ways from Bid Package A. Possible variations could be collection on days other than the routine day of collection, dividing the city into alternative zones of collection, collect using alternative methods or equipment. B. Minimum requirement is that all residential units are offered the same number of collection days during the spring and fall collection periods. C. The Plan of Operation must fully describe the means, methods, and schedule for collection. All details of the plan must be complete for it to be reviewed and a determination made for
21 22 23 24 25 26 27 28 29 30 31 32 33	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule: A. Under Bid Package B, the contractor may write a plan of operation to provide yardwaste collection for the spring and fall collection periods, using a means and method that would provide adequate yardwaste collection service but vary in one or more ways from Bid Package A. Possible variations could be collection on days other than the routine day of collection, dividing the city into alternative zones of collection, collect using alternative methods or equipment. B. Minimum requirement is that all residential units are offered the same number of collection days during the spring and fall collection periods. C. The Plan of Operation must fully describe the means, methods, and schedule for collection. All details of the plan must be complete for it to be reviewed and a determination made for the Lowest and Best, bid for the City.
21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36	 1.02 Optional Bid Package B – Yardwaste Collection Contractor Defined, 8 to 12 weeks total, on alternative collection schedule: A. Under Bid Package B, the contractor may write a plan of operation to provide yardwaste collection for the spring and fall collection periods, using a means and method that would provide adequate yardwaste collection service but vary in one or more ways from Bid Package A. Possible variations could be collection on days other than the routine day of collection, dividing the city into alternative zones of collection, collect using alternative methods or equipment. B. Minimum requirement is that all residential units are offered the same number of collection days during the spring and fall collection periods. C. The Plan of Operation must fully describe the means, methods, and schedule for collection. All details of the plan must be complete for it to be reviewed and a determination made for the Lowest and Best, bid for the City. D. Bid Alternate 1 – 8 to 12 Week Yardwaste (Spring and Fall), 10 Bag Limit 1. In this Alternate, up to 10 bags of properly prepared yardwaste will be collected each week, from each defined residential unit, during the spring and fall peak seasons as

- 1 1. In this Alternate, up to 20 bags of properly prepared vardwaste will be collected each 2 week, from each defined residential unit, during the spring and fall peak seasons as 3 established. 4 2. The contractor shall follow all other points in the General Description as provided in the 5 preceding Item A through C. 6 F. Bid Alternate 3 – 8 to 12 Week Yardwaste (Spring and Fall), No Limit 7 1. In this Alternate, an unlimited number bags of properly prepared yardwaste will be collected each week, from each defined residential unit, during the spring and fall peak 8 seasons as established. Unlimited is only referring to the quantity of material that could 9 10 be reasonably generated by and from each individual property. In general terms, "unlimited" has a maximum limit per week of 100 yardwaste bags. 11 12 The contractor shall follow all other points in the General Description as provided in the 2. 13 preceding Item A through C. 14
- 15 **ARTICLE 2 DEFINITIONS**
- NOTE: Not all definitions provided pertain directly to the contract for Yardwaste Collection Spring and
 Fall. Definitions provided should be used in development of Optional Bid Package B.
- 18 2.01 <u>Alternative Fuel</u> Vehicles using fuels that provide a comparative environmental benefit at the point of use in contrast to the emissions of existing gas/diesel technologies. Alternative fuels for purposes of this contract shall include, compressed natural gas (CNG), hydrogen, bio-diesel, bio alcohols (methanol, ethanol, and butanol), propane, electricity, and other biomass sources.
 22 Acceptable blends of bio-diesel include blends of B20 or above.
- 2.02 <u>Alternative Workweek</u> Under Optional Bid Package B, the contractor may propose an alternative workweek within the Plan of Operation submitted, different than the "workweek" defined here. The starting day of the workweek may be defined in the Plan of Operation, and the workweek must be seven (7) consecutive days.
- 27 2.03 <u>Approved Alley</u> Any alley determined by the City to be in substantial compliance with the following minimum standards:
- 29 A. Four (4) inches of one and one-half $(1\frac{1}{2})$ inch crushed rock graded surface or equivalent.
- 30 B. Ten (10) feet nominal width clearance.
- 31 C. Proper drainage.
- 32 D. Thirteen (13) foot overhead clearance.
- E. Sufficient width at intersection with street or other alley to provide safe turning radius. Where turning radius at the intersection of two (2) alleys is insufficient, the alleys may be required to be collected as two (2) dead end alleys or one (1) straight through alley and one (1) dead end alley.
- 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.
- 40 2.05 <u>Bidder</u> Any legal entity who submits a bid for consideration to become the Contractor.

- 1 2.06 <u>City</u> Shall mean the City of Omaha, a municipal corporation of the State of Nebraska.
- 2 2.07 <u>Collection Services</u> The Contractor shall pickup and remove properly prepared materials as defined here and in these Special Provisions:
 - A. Residence Fitting one of these categories 1) single family detached home; 2) one half of a duplex; and 3) townhouse homes where a common wall separate three or more units. There shall be collection of Solid Waste from Residential Units, at the Base Level of Service as selected from the Bid Alternatives.
- 8 B. Apartment Building All buildings with separate, individual living quarters for three (3) or
 9 four (4) family apartment units. There shall be no collection of any Solid Waste from
 10 apartment buildings other than those as defined in the immediately preceding sentence.
- 11C.Approved Group Dwelling Unit Collection of Solid Waste from group dwelling units will12occur only where there has been granted, following application, a special collection permit13for such group dwelling unit. The permit will be granted only where it is established that14conditions set by the city have been met. All buildings as defined herein that shall receive15two (2) times the Base Level of Service (carts) as selected from the Bid Alternatives.16Collection for approved Group Dwelling Units does not include Yardwaste.
- 17 D. Commercial Establishment - All property not built or intended for habitation. Commercial 18 Establishment shall also mean commercial businesses, industrial establishments, schools, hospitals, city facilities, charitable institutions, hotels, motels and apartment buildings with 19 20 greater than four (4) units which have not been designated as an approved group dwelling 21 unit or as designated by the Public Works Director. There shall be no collection of any 22 business related Solid Waste from commercial establishments. -At the direction of the Public 23 Works Director or the Director's designee, commercial establishments that have a properly 24 zoned associated residential space may receive Garbage and Recyclable collection for Solid 25 Waste resulting from the residential occupancy. Collection for approved dwellings within a commercial building does not include Yardwaste. 26
- E. Vacant Lots All property without a structure intended for habitation. There shall be no collection of Solid Waste from vacant lots.
- 2.08 <u>Collection Cart</u> 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.
- 2.09 <u>Contract</u> Shall mean the document entitled "Contract" and all contents of the bid package
 executed by the parties for the Yardwaste Collection Spring and Fall, 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."
- 2.10 <u>Contractor</u> Shall mean the successful bidder who is awarded this Contract for Yardwaste
 39 Collection Spring and Fall
- 40 2.11 <u>Excluded Locations</u> Additionally defined locations where the services of this contract for
 41 Yardwaste Collection Spring and Fall are not performed.
 - A. Yardwaste will not be collected under this contract from locations here defined as:

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1		1. Apartment Buildings
2		2. Approved Group Dwelling Units
3		3. Mobile homes or mobile home parks
4		4. Commercial Establishments
5		5. Vacant Lots
6 7		B. Further, there will be no yardwaste collection under this contract from locations fitting these descriptions
8 9		1. Parsonage or other single family residence that is part of a larger parcel that itself does not receive service under this contract or under OPW 53407.
10 11		2. Any parcel deemed not to qualify for collection under this contract by the Public Works Director.
12 13 14 15 16 17 18 19 20 21	2.12	Garbage – General Solid Waste generated as a result of residential activity including the organic waste and residue of animal, fruit or vegetable matter arising from or attending the household preparations of meats, fish, fowl, fruits and vegetables; and may include paper, plastic, tin cans, bottles, glass containers, rags, ashes, waste from household repairs, sawdust, paper sacks, boxes, packing materials and similar materials. Garbage shall also include pet wastes that are contained double bagged and included with properly prepared Garbage. Garbage does not include recyclable materials in a proper container, nor these special wastes including, automotive batteries, tires, white goods, sewage, dirt, Yardwaste (if separately collected), liquids in containers, explosive materials, flammable liquids, compressed gas cylinder, or dead animals. Excluded material shall also include any landfill prohibited material as defined by the State of Nebraska.
22 23	2.13	<u>Group Dwelling Unit (GDU)</u> – Boarding houses, firehouses or apartment buildings which have separate, individual, living quarters for five (5) or more family units.
24 25 26 27 28	2.14	<u>Holidays</u> – The OPW 53407 contract observes these holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. For the OPW 53407 contract, observed holidays means that collection is delayed, not eliminated, placing the regular Friday collection on Saturday. This contract for Yardwaste Collection Spring and Fall will observe any holidays that are within the Spring or Fall collection period.
29 30 31	2.15	$\underline{Landfill}$ – A facility with a valid permit issued by the State of Nebraska to accept non-hazardous Solid Waste. For the purposes of this Contract, the term Landfill shall mean Pheasant Point Landfill at 216 th Street and Highway 36.
32	2.16	Large Cart – Shall refer to a collection cart as defined with a capacity between 90 and 100 gallons.
33 34 35	2.17	Local Manager – A local, authorized managing agent for the Contractor upon whom all notices may be served from the City of Omaha for the term of the contract and any extensions. This person shall be named at least sixty (60) days prior to the start-up of this Contract.
36 37 38	2.18	<u>Material</u> – Refers to the items specifically covered by each individual contract and is specified to the contract, both in this contract for Yardwaste Collection Spring and Fall and in contract OPW 53407.
39 40	2.19	<u>Missed Collections</u> – Service that is incomplete due to inclement weather or Contractor error. See also Service Deficiencies.

- 2.20 <u>Public Agency</u> Any governmental body or organization directed by elected officials organized and operating in the State of Nebraska.
- 3 2.21 <u>Public Works Director</u> The Chief Executive Officer of the City of Omaha's Public Works
 4 Department or the Director's authorized representative. The Public Works Director or the
 5 Director's designee is the City's sole negotiator regarding all matters pertaining to this Contract.
- 6 2.22 <u>Reasonably Accessible</u> Shall mean that the properly prepared yardwaste material is available for
 7 the contractor to perform the work of collecting said material. To the best of the resident's ability,
 8 the material will be within five (5) feet of the curb or alley where collection service is provided. In
 9 some cases, due to terrain or volume of material the distance from the curb or alley may be greater.
- 2.23 <u>Residential Unit</u> 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.
- 15 2.24 <u>Seasonal Yardwaste Collection Periods</u> —
- A. Spring The spring collection period will occur each year of the contract between the first
 Monday in April and the last Friday in June.
- B. Fall The fall collection period will occur each year of the contract between the last
 Monday of September and the second Friday of December.
- 20 2.25 <u>Sector</u> The term "sector" as used in this contract shall mean the area scheduled for pickup in any one day, For example, Sector 1 means Monday, Sector 2 means Tuesday, etc. (See Appendix A for geographical outline).
- 23 2.26 <u>Semi-Automated</u> 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.
- 2.27 <u>Service Address</u> The address where service is being performed or being denied. This may be of
 27 any type: Residence, Apartment Building, Group Dwelling Unit, or Commercial Property.
- 28 2.28 2.28 Service Deficiencies including, but not limited to, missed or partial collections, failure to provide
 29 residents with written notification regarding refused collections, uncorrected littering or spillage, and Collection Carts not properly returned to the original set out location.
- 31 2.29 <u>Service Location</u> Standard collection: Collection shall take place within (5) feet of a curb,
 32 apparent traveled way, or approved alley. Where it is impracticable due to the physical conditions
 33 of a site for material to be placed within five (5) feet as specified, the Contractor must collect where
 34 practicable as determined by the Public Works Director. Material must be reasonably accessible.
- 35 2.30 <u>Small Cart</u> Shall refer to a collection cart as defined with a capacity between 40 and 50 gallons.
- 36 2.31 <u>Solid Waste</u> The term Solid Waste as used in this contract shall mean the entire waste stream of approved materials covered by the City's Garbage, Yardwaste, or Recyclables collection contracts.

- 2.32 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.
- 4 2.33 <u>Solid Waste Management</u> A system of administering the collection, source separation, storage,
 5 transfer, transportation and the processing, treatment or disposal of Solid Wastes. Solid Waste
 6 Management is utilized to manage fiscal and environmental costs.
- 2.34 <u>Solid Waste Management Office</u> 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.
- 2.35 <u>Special Collection</u> Does not apply under this contract for Yardwaste Collection Spring and Fall.
 Under contract OPW 53407, Special Collection applies to households where all occupants shall
 qualify by age (at least 70) or physician approved medical need, and having registered and received
 approval from the City.
- 2.36 <u>Sticker</u> Does not apply under this contract for Yardwaste Collection Spring and Fall. Under contract OPW 53407, it applies to any adhesive tag or some mechanism to mark a bag or bundle of Yardwaste for which the resident has paid a fee for its collection. This is material in excess of the Base Level of Service established by the contract. The sticker covers the cost for the additional work required by the contractor. The cost of disposing the excess material is covered by the City.
- 19 2.37 <u>Townhouse</u> A Residential Unit having a common wall with or abutting one or more adjacent
 20 dwelling units in a townhouse structure, with its own front and rear access to the outside, and neither
 21 above nor below any other dwelling unit.
- 22 2.38 <u>Transfer Station</u> A Solid Waste facility at which one or more Solid Waste streams is moved
 23 from one vehicle or container to another generally of larger capacity and able to move material
 24 more economically.
- 25 2.39 <u>Vendor</u> The term Vendor shall mean any local shop or store where the City of Omaha residents may purchase goods. Vendors include but are not limited to grocery stores, home improvement stores, gas stations, etc.
- 28 2.40 Workweek For Bid Package A, the work week must conform to this scenario. A six-day
 Workweek. Days 1-5 are typically Monday through Friday 6 a.m. to 7 p.m. The sixth day typically
 is on Saturday 6 a.m. to noon to complete any missed collections. For holidays or missed
 collections during the six-day Workweek, collection of all days of the Workweek following the
 holiday or missed collection shall shift one day. For a Holiday or missed collection occurring on a
 Monday, Monday collections shall be made on Tuesday and Friday collections made on Saturday.
 Missed collections will then be on Sunday.
- 2.41 <u>Yardwaste</u> 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.
- 39 2.42 <u>Yardwaste Composting Facility</u> Facility which accepts Yardwaste material for composting other than placement in a Landfill. For purposes of this contract, the Yardwaste Composting

1 2		Facility shall mean the OmaGro Facility located at 15705 Harlan Lewis Road, Bellevue, Nebraska. This is part of the Papillion Creek Water Resource Recovery Facility.
3 4	2.43	<u>Yardwaste Paper Bags</u> — The commonly available 30-gallon paper yardwaste bags, sold for the purpose of collecting lawn, leaf, and garden debris for composting.
5	ARTI	CLE 3 – GENERAL SOLID WASTE COLLECTION PROVISIONS
6	3.01	Startup and Term
7 8 9 10 11 12		A. This Contract and all provisions shall be in effect for a five (5) year term commencing January 1, 2021 and through December 31, 2025. With mutual agreement by the City and Contractor, the contract may commence early. The contract may be extended, upon the same terms and conditions, for one (1) additional five (5) year term 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.
13	3.02	Parties to Contract
14 15 16 17 18		A. Contractor must identify, in the Plan of Operation and Resource Allocation Plan, 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.
19 20 21 22		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.
23	3.03	Frequency of Collection
24 25 26 27 28 29 30		A. During the Seasonal Yardwaste Collection periods, the Contractor shall collect and remove yardwaste for the number of weeks requested by the City. The Contractor shall collect all yardwaste which has been properly prepared and placed at the designated collection point. The Contractor shall haul the collected material to the City designated composting facility. Holidays which fall during a Workweek will cause the pickup schedule to be delayed one day. Procedures for handling Holidays which fall during a Workweek.
31 32 33 34		B. At least 90 days prior to the first possible collection day of the Spring and Fall collection periods, the City shall notify the contractor; 1) the day in which collection for the period should commence, 2) the number of weeks yardwaste should be collected, and 3) the specific weeks within the period when yardwaste will be collected.
35	3.04	Hours of Collection
36 37 38 39 40 41		A. Normal hours of operation for collecting Solid Waste shall be as defined by Workweek. The Omaha Municipal Code requires residents to place their Solid Waste at the designated collection location by 6:00 a.m.; however, this does not mean that the Contractor may make any collections prior to 6:00 a.m. If the Contractor needs additional hours outside normal hours of operation to collect any or all the materials, notification shall be given to the City before 2:00 p.m. on the day affected. The Contractor shall notify the City when the daily

1 2			collections of each material have been completed, to assist the City in identifying, in a timely manner, areas that may have been missed.
3 4 5 6 7 8			In the event that extremely inclement weather delays collection by the Contractor such that collections must be made after the normal hours of operation, or on Saturdays and/or Sundays as necessary, the Contractor shall notify the City of such conditions according to the Inclement Weather Procedure. If the Public Works Director agrees that the weather is such that it may be affecting collections, the liquidated damages for failure to complete collections during normal hours of operation may be waived.
9 10			Adverse weather conditions, except as defined in the Inclement Weather Procedure section, shall not be considered reason for not collecting Solid Waste.
11	3.05	Days o	f Collection
12 13 14 15 16 17 18 19 20 21 22 23 24			The Contractor shall be required to follow the workweek as included in OPW 53407, or in the case of Optional Bid Package B, the Alternative Workweek as defined in the Plan of Operation as submitted with the bid. The Workweek shall follow the Sectors Map in Appendix A to these Special Provisions and as available online. A more detailed set of sector maps will be provided to the Contractor upon Contract award. Although unlikely, the contractor for OPW 53407 may request changes to the sectors map. Requests for changes require the approval the Public Works Director. In which case, the contractor for Yardwaste Collection Spring and Fall shall follow the sector maps as amended. The decision to allow a change in a collection sector will be made following consultation and in concert with all affected contractors; which shall include processing contractor(s) and the contractor for Yardwaste Collection Spring and Fall. Upon approval, the City will be responsible for notifying each affected residential unit and Group Dwelling Unit regarding the change in collection shall be borne by the
25			Contractor of OPW 53407.
25 26	3.06		Contractor of OPW 53407.
	3.06	Holida A.	Contractor of OPW 53407.
26 27	3.06 3.07	Holida A.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended
26 27 28		Holida A. Inclem A.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern.
26 27 28 29 30 31 32 33		Holida A. Inclem A. B.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern. ent Weather Procedure The Contractor has the responsibility for monitoring weather conditions and may delay or cancel service at their sole discretion. The Local Manager shall contact the City between 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such conditions exist or can be reasonably expected to exist, on any day that meets the criteria for
26 27 28 29 30 31 32 33 34 35 36		Holida A. Inclem A. B.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern. ent Weather Procedure The Contractor has the responsibility for monitoring weather conditions and may delay or cancel service at their sole discretion. The Local Manager shall contact the City between 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such conditions exist or can be reasonably expected to exist, on any day that meets the criteria for a delay or cancellation event. The City shall approve a delay or cancellation event based on the Contractor-provided information and determination and the City shall not unreasonably withhold said approval.
26 27 28 29 30 31 32 33 34 35 36 37		Holida A. Inclem A. B.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern. ent Weather Procedure The Contractor has the responsibility for monitoring weather conditions and may delay or cancel service at their sole discretion. The Local Manager shall contact the City between 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such conditions exist or can be reasonably expected to exist, on any day that meets the criteria for a delay or cancellation event. The City shall approve a delay or cancellation event based on the Contractor-provided information and determination and the City shall not unreasonably withhold said approval. The City will make notification to the media and any affected Contractor(s). Official inclement weather contacts for the City are:
26 27 28 29 30 31 32 33 34 35 36 37 38		Holida A. Inclem A. B. C.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern. ent Weather Procedure The Contractor has the responsibility for monitoring weather conditions and may delay or cancel service at their sole discretion. The Local Manager shall contact the City between 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such conditions exist or can be reasonably expected to exist, on any day that meets the criteria for a delay or cancellation event. The City shall approve a delay or cancellation event based on the Contractor-provided information and determination and the City shall not unreasonably withhold said approval. The City will make notification to the media and any affected Contractor(s). Official inclement weather contacts for the City are: Manager – Environmental Quality Control Division
26 27 28 29 30 31 32 33 34 35 36 37 38 39		Holida A. Inclem A. B. C. 1.	Contractor of OPW 53407. ys When a Holiday, as defined herein, falls during a Workweek, collection will be suspended for that day and collection procedures defined herein by Workweek shall govern. ent Weather Procedure The Contractor has the responsibility for monitoring weather conditions and may delay or cancel service at their sole discretion. The Local Manager shall contact the City between 5:00 a.m. and 5:30 a.m., or as soon as the Local Manager becomes aware that such conditions exist or can be reasonably expected to exist, on any day that meets the criteria for a delay or cancellation event. The City shall approve a delay or cancellation event based on the Contractor-provided information and determination and the City shall not unreasonably withhold said approval. The City will make notification to the media and any affected Contractor(s). Official inclement weather contacts for the City are: Manager – Environmental Quality Control Division Assistant Director Public Works – Environmental Services

1 2		Processing Facility(s)). As such, collection could be delayed or cancelled due to a request from another contractor or organization.
3 4 5		E. In the event that collection service is delayed or cancelled, the Contractor shall take all reasonable measures to return the collections to the normal schedule within one (1) Workweek of the event.
6	3.08	Construction Access
7 8 9 10 11 12		A. The Contractor shall not be permitted to discontinue services because streets or alleys are closed due to construction or for other reasons. The Public Works Department will make every effort to ensure access is provided for collection from Residential Units that have access limited due to construction. If access cannot be provided, the Public Works Department will work to provide alternative locations for Collection Services from these Residential Units.
13	3.09	Quantities
14 15 16 17 18 19 20 21 22		A. Within OPW53407, the City estimated that there is a current potential for 150,000 approved collection locations, as herein defined, for Garbage, Yardwaste and recyclable materials. That number of collection locations may increase or decrease, depending on City annexations or other factors. The actual number of collections made in any week may be more or less. The City of Omaha does not exercise flow control over Solid Waste collections and disposal. Currently, separation of recyclable materials is not mandatory; Yardwaste is the only material where segregation may be required during the Yardwaste Season each year. Residents are not required to make their Solid Waste available for collection by the City Contractor.
23		1. Solid Waste Tonnage
24 25 26 27 28		a. The previous 5-year average (2013-2017) for Solid Waste in tons per year is: Garbage
29 30 31		b. Appendix E contains yardwaste collection data from 2000 through 2010. This was the last period when season long, citywide separate yardwaste was completed by the City's contractor at the time.
32 33 34 35		c. This information is provided to aid the Contractor and there is no guarantee implied or expressed related to the total amount or the component parts. These amounts could increase or decrease depending on annexation and many other factors within or outside the control of the City.
36	3.10	Collection Service Points
37 38		A. The quantity of service points will be harmonized in this contract from data obtained from the distribution of carts in OPW53407.
39		B. House Count
40 41		1. The base house count for purposes of this bid will be 150,000 approved collection points. This number is based on the current number of service points at the time of bid issuance

1 2 3	and accounts for anticipated infill and new build additions prior to January 1, 2021. The house count is subject to increase or decrease during the term of the contract and does not represent a guaranteed number of residential households for collection.
4 5 6 7 8 9 10	2. The City will work with the contractor for OPW53407 following their Collection Cart assembly and deployment (A&D), and will update the house count number and type with an address validation list that will be generated by the Contractor and mutually agreed upon by the City. That validated house count will be used for purposes of compensation for this contract for Yardwaste Collection Spring and Fall. Remuneration for services rendered prior to finalization will be adjusted up or down, as necessary, to the start of collection services.
11	C. Adjustments
12 13	1. Adjustment will continue to be made during the life of the contract to maintain harmony between OPW53407 and this contract for Yardwaste Collection Spring and Fall.
14 15 16 17 18 19 20 21 22 23 24	2. Using OPW53407 as a guide, in general, the house count shall not be adjusted for individual demolitions or new constructions. However, annually by March 1, the Contractor for OPW53407, as part of their annual report shall provide an updated house count to the City which accounts for additions or deletions. The City, at its sole discretion, may independently audit the Contractor count within a reasonable time period but in no circumstance beyond the current calendar year. Mutually agreed upon adjustments to the baseline will be formalized by contract change order and made effective on January 1 of that calendar year. Service point quantities applied to OPW53407 will likewise be applied to this contract for Yardwaste Collection Spring and Fall. Remuneration for services rendered prior to finalization will be adjusted up or down, as necessary, to January 1 of that calendar year.
25	D. Annexations
26 27 28 29 30 31 32 33	1. In the event the City extends its corporate boundaries during the life of the Contract, the Public Works Director will designate to which sector the newly annexed area will be added. The Public Works director will notify the Contractor to begin collection services on the first regularly scheduled day after annexation is effective. The City shall work with proposed areas for annexation that have private streets to obtain a waiver before the first day of collection and it shall be the duty of the City to obtain the waiver and provide to the Contractor. It shall be the duty of the Contractor to respond to the future growth of the City and to have the necessary increased facilities available upon demand.
34 35 36	2. The house count for annexations will be obtained from the provisions provided in OPW53407. With such adjustments formalized by contract change order, and all future payments will reflect the addition by annexation.
37	E. Special Collection Customers
38 39 40	1. OPW53407 provides for additional services for households were all occupants are either at least age 70 or have a doctor verified need. Special collection services will not be provided as part of this contract for Yardwaste Collection Spring and Fall.
41	F. Garbage Service for Group Dwelling Units
42 43 44 45 46	1. OPW53407 provides for collection from boarding houses, fire stations and apartment buildings that contain five (5) or more individual units. These Group Dwelling Units register in advance to receive solid waste collection services from the City. Collection from Group Dwelling Units will not be provided as part of this contract for Yardwaste Collection Spring and Fall.

1	3.11	Location of Residential Collections
2		A. Curb/Alley Residential Collection
3 4 5 6 7 8 9		 Any Residential Unit Solid Waste to be collected by the Contractor should generally be placed within five (5) feet of the curb or approved alley. Where it is impractical to have the Yardwaste placed within five (5) feet of the curb or approved alley, due to the physical conditions of the site, the Contractor shall collect from the nearest practical location as determined by the Public Works Director. Should the Contractor fail to make the collection due to an unreasonable claim that materials were placed too far from the curb; the City may collect such materials and assess liquidated damages as prescribed herein.
10 11 12		2. Under Bid Package A, on the regularly scheduled pickup day, the Contractor shall be required to collect properly prepared Yardwaste. Under Bid Package B, the schedule may vary as proposed in the submitted Plan of Operation.
13 14 15 16 17 18 19 20		3. The Contractor shall not access alleys unless they are approved by the City, and shall not access streets unless they are open as public rights-of-way. A map illustrating approved alleys is included in Appendix C. Most of the approved alleys are marginal for access or passage. These alleys are identified as "restricted alleys" on the Alley Collection List. Collection from these alleys is extremely difficult when attempted with full-size trucks and the Contractor shall use trucks that are appropriately sized for collection of materials in the "restricted alleys". Requests from the Contractor to close alleys to Solid Waste Collection due to minimum clearances will NOT be approved solely on this basis.
21 22 23 24 25 26		4. There are some collections that must be made using private streets and roads. The City shall obtain a release from the owner(s) of such private streets and roads and provide to Contractor prior to starting collections. An example release is included in Appendix D. The Contractor shall accept the release form provided in Appendix D, or provide a copy of their proposed release with the bid for review by the City Law Department. An overly restrictive release will not be approved and may be cause for rejection of the bid.
27	3.12	Facilities
28 29 30 31 32 33		A. The Contractor shall provide garages, shops, and yards for their equipment adequate and sufficient to provide all weather, year round operation. The Contractor's buildings, shops, garages, and yards shall be located within twenty-five (25) miles of the City's current city center which is 72 nd 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).
34 35 36 37 38 39 40 41 42 43		B. All vehicles, conveyances, containers, docks, shops, yards, and all other equipment of whatever nature, which is used by the Contractor, shall be kept in good repair and maintained in a sanitary condition. The Contractor's yards shall include adequate wash racks and docks with water and sewer provisions for the purpose of flushing, cleaning and sanitizing the equipment used for collection and hauling of Solid Waste. All equipment used for the hauling of Solid Waste shall be thoroughly cleaned both inside and outside at least once each week so as to present a clean appearance. Equipment should be sprayed with deodorizing material acceptable to the Public Works Director, as necessary, and at a reasonable frequency to be effective. City may inspect vehicles at any reasonable time to determine compliance with these requirements.

1 3.13 Staffing

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- 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.
- 6 The Contractor shall have a receptionist/dispatcher (one or more people) on duty to answer B. 7 telephone calls throughout the day between the hours of 6:00 a.m. and 7:00 p.m. on regularly 8 scheduled collection days and from 6:00 a.m. until Noon on Saturday (Sundays in weeks 9 with Friday residents collected on Saturday). If for any reason there are delayed collections, 10 a receptionist/dispatcher shall be on duty as long as there are personnel on the street available to pick up material. This receptionist/dispatcher shall receive calls from the citizens, if 11 received, in a courteous and polite manner, and the Contractor shall log and resolve all issues 12 13 in an expeditious manner. Appropriate equipment in good working order with adequate 14 supplies shall be readily accessible to the receptionist/dispatcher at all times that they are on 15 duty.
- C. Collection crew(s) shall be on duty, from 6:00 a.m. until noon on Saturday (Sundays in weeks when Friday residents are collected on Saturday), to respond to all residents that have unresolved incomplete collections reported to the Contractor prior to 10:00 a.m. on that day.
 - 1. If an optional Bid Package B is selected that uses an alternative workweek, appropriate workweek and work hours are assumed to respond to reported missed collections.
 - D. To facilitate communication between the Contractor and the City, all Contractor route supervisors, field managers and damage claim personnel shall carry a handheld mobile means of communication (ex. cellular telephone) during operating hours. The City shall be supplied with the necessary information and equipment to permit reliable one-to-one contact with each of the above specified Contractor staff.
- E. Contractor's employees, who come into contact with the public, shall be required to wear a clean uniform (minimum of a shirt or blouse) bearing the Contractor's name. Additionally, employees who normally and regularly come into direct contact with the public shall bear some means of individual identification such as a nametag or identification card. Employees driving the Contractor's vehicles shall at all times possess and carry a proper vehicle operator's license, valid in the State of Nebraska, and appropriate to the vehicle.
- F. The City may request the suspension or removal of any employee of the Contractor who is grossly negligent or discourteous in the performance of his or her duties or who materially violates any provisions hereof. Failure of the Contractor to suspend or remove such individual(s) from working on the City Contract, or from adequately explaining why such action was not taken, shall subject the Contractor to Liquidated Damages for Failure to Follow Plan of Operation for each day, or portion thereof, the employee continues to be assigned to the City contract(s).
- 39 3.14 Service Limits
- 40 A. Service limits by residential unit type is provided below:
- 41 1. Residential Unit
- 42 a. Depending on the Bid Alternative selected, for each Residential Unit, the contractor
 43 shall collect either 10, 20, or an unlimited quantity of properly prepared yardwaste
 44 bags.

1		2.	Group Dwelling Unit
2 3			a. Group Dwelling Units are excluded from collection in this contract for Yardwaste Collection Spring and Fall.
4	3.15	Rolling S	tock (Fleet) Requirements
5 6 7 8 9 10		and add Co ser	e Contractor shall have on hand during the seasonal collection periods of the contract, d in good working order such vehicles and equipment as shall permit the Contractor to equately and efficiently perform the contractual duties specified in this Contract. The ontractor shall also have available reserve vehicles and equipment that can be put into rvice within two hours of any breakdown or which can be utilized as necessary to commodate high volume peaks.
11 12			e City does not expect the equipment provided for this contract to be designated for use clusively for this contract or for the City of Omaha.
13 14 15 16		Sy	ellection vehicles used in service of this Contract will be equipped with Global Positioning stem (GPS) capability and in truck computer technology for data collection that meets the eds of a modern waste collection fleet. GPS and collection service point data shall be real ne and will be made available to the City in real time.
17		1.	General Fleet Requirements – Condition
18 19 20 21			a. Each vehicle shall be fully serviceable with no known defects, no broken parts, no fluid leaks, and have all manufacturer installed safety equipment and devices fully functional. No vehicles shall discharge visible emissions (smoke) in violation of Chapter 39 of Nebraska Department of Environmental Quality (NDEQ) Title 129.
22 23 24 25 26 27 28 29			b. All vehicles shall operate in compliance with all applicable federal, state, and local regulations and requirements. Vehicles shall be manufactured and maintained to conform to U.S. Department of Transportation (DOT) standards and be able to pass a DOT random inspection, the daily operator DOT inspection, and have records maintained verifying the inspection results. All vehicles will be maintained by a service schedule to ensure they are fully functional and that downtime is minimal. Such maintenance records shall be available for inspection by the City at reasonable times.
30 31 32			c. Upon request, the Contractor shall supply to the City copies of the annual vehicle inspection report prepared in accordance with 49 CFR 396 or subsequent regulation, for specific vehicles or the entire fleet under this Contract.
33		2.	General Fleet Requirements – Type and Fuel
34 35 36 37 38 39			a. The equipment shall be essentially a standard product of a reputable manufacturer, such that continuing service and delivery of spare parts may be assured. The component parts of the unit need not be a product of the same manufacturer. The body shall be properly matched to the chassis, such that when fully loaded, the axle loading shall fall within the maximum load limit per axle as prescribed by State Law and Municipal Code.
40 41 42			b. While the City encourages the use of alternative fuels, the City makes no requirements as to the fuel type of the collection vehicles used in this contract for Yardwaste Collection Spring and Fall.

1 2 3 4 5 6 7 8 9 10 11 12 13		c. Trucks used for the collection of any material shall meet the size and weight requirements set forth in Omaha Municipal Code Chapter 36, Article VII (ordinance 36-251) except total width which will be allowed up to ten (10) feet to account for automated arm position during periods of travel. Trucks shall also meet all federal and state requirements for use on highways. Should any City, state, or federal regulation for size and weight not be met by trucks proposed, the Contractor must state so in writing clearly and request authorization or a waiver from the City, state, and/or federal agency for exemption and pay any and all penalties associated with failure to comply with said regulations. Bodies shall further be capable of being unloaded by dumping or other mechanical means without the use of any other equipment not part of the vehicle. Each truck shall be equipped with a reliable means of communicating with the route supervisor, dispatcher, or receptionist, at any point within the County, or to the designated composting facility.
14 15 16 17 18 19 20 21 22 23 24		d. All vehicles shall have shovels, brooms, brushes, and dustpans on board to be used by the collection personnel for cleaning up spilled material. Collection personnel are required to clean up materials spilled or dropped in the collection process. The Contractor shall also have available, on short notice, the ability to clean up oil and fluid spills by using absorbent material and odorous spills by spraying a deodorizing liquid or granules on the spill. Such hazardous or offensive spills shall be responded to within 2 hours . When the City forwards a spillage complaint to the Contractor, the Contractor shall notify the City Solid Waste Management Office immediately after the resolution of the complaint. Failure to provide timely notification of complaint resolution may constitute a separate complaint for purposes of determining liquidated damages.
25	3.	General Fleet Requirements – Appearance and Markings
26 27		a. Collection vehicles may use the standard fleet truck number markings used within the company as a whole.
28 29 30		b. Using magnetic placards or other appropriate means, all instances of the company's phone number must be covered over with the Solid Waste Management Office telephone number (402-444-5238).
31 32 33		c. The Contractor's telephone number or any telephone number other than the telephone number of the City's Solid Waste Management Office shall not be displayed anywhere on the vehicle.
34	4.	General Fleet Requirements – Inspections
35 36 37 38 39 40 41 42 43		a. The City shall have the right to direct any vehicle used in the performance of this Contract to undergo a DOT safety inspection at a qualified vehicle inspection service. If the vehicle passes such inspection, the City shall pay the inspection costs. If the vehicle fails to pass inspection, the vehicle shall not be allowed for use in the performance of this Contract until the firm making the initial inspection determines that the vehicle now passes inspection. In the latter case, all costs associated with the initial inspection, the repairs and the re-inspection(s) shall be the responsibility of the Contractor.

1 3.16 Material Rejection Procedure

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- A. The Contractor should not collect or remove any 1) unapproved materials, or 2) approved materials placed in anything other than paper yardwaste bags weighing forty (40) pounds or less each. The Contractor shall advise the City, via entry into a common database used by the City and Contractor, the service address affected by any refusal to collect materials. The Contractor shall also tag the rejected material with a physical written or printed tag to indicate to the resident that the material was rejected for collection which includes an explanation of the problem or reason for rejection of collection. However, such written notice must be made at the time of initial collection refusal. The Contractor may not later issue a written notice but instead, where practical, must collect any materials for which proper notification was not initially provided. Improperly completed notifications are those that do not contain the complete address of the offending location, the date, truck number, time of day, and indication of collection from curb, alley or special location and an explanation of the problem or reason for rejection of collection.
- B. A daily summary report which lists the date, truck number, address, time of pickup, and reason for rejection of the material must be posted to a unified database or supplied electronically to the Solid Waste Management Office by 8:00 a.m. on the day following the rejection. Each of the Contractor's route supervisors shall be required to carry a functional digital camera during work hours to help document rejected collections. Whenever possible, a digital photo shall be provided electronically to the City where such photo can substantiate the circumstances for rejecting collections.
- 22 3.17 Missed or Incomplete Collections
- 23 The Contractor shall receive notification of missed or incomplete collections from the City A. 24 between the hours of 6:00 a.m. and 8:00 p.m. Monday through Friday and from 6:00 a.m. 25 until 12:00 a.m. on Saturday. If notified of an incomplete collection or other problem by 26 4:00 p.m. on a collection day, the Contractor shall resolve the problem within 3 hours of 27 transmission of the complaint, that same day. If reported after 4:00 p.m., the problem shall 28 be resolved by 10:00 a.m. on the following day, however, the Contractor shall respond that same day to significant litter or spillage reported between 4:00 p.m. and 7:00 p.m., to the 29 30 reasonable satisfaction of the City. Additionally, supervisors and/or miss crew(s) shall be 31 on duty, from 7:00 a.m. until noon on Saturday (Sundays in weeks with Friday residents 32 collected on Saturday), to respond to all unresolved incomplete collections that have 33 reported to the Contractor collections by 10 a.m.
- B. If an optional Bid Package B is selected that uses an alternative workweek, appropriate
 workweek and work hours are assumed to respond to reported missed collections.
- 36 3.18 Location of Composting Facilities
- A. Yardwaste, shall be delivered to the City's OmaGro facility currently located at the Papillion
 Creek Wastewater Treatment Plant, 15705 Harlan Lewis Road, Bellevue, Nebraska or any
 other City-selected facility assumed to be within a 25-mile radius of 72nd and Dodge Streets.
 The City of Omaha shall pay all appropriate tipping fees due to the city-specified processing
 facility.

42 ARTICLE 4 – HEALTH AND SAFETY PLAN

43 4.01 Each Contractor shall maintain a Health and Safety Plan that demonstrates satisfactory evidence
 44 the Contractor has adequate knowledge of the risks associated with curbside collection of Solid

1 2 3 4		this C such o	e. Such detailed Health and Safety Plan shall, by this reference, become an integral part of ontract. The Public Works Director shall approve any changes in the submitted plan before changes are instituted. The Health and Safety Plan shall be evaluated and modified at a num every five (5) years throughout the term of the Contract.
5	4.02	The H	lealth and Safety Plan shall include at minimum the following:
6		А.	Applicable Regulations and Laws
7 8		1	. The Bidder's Health and Safety plan shall demonstrate adequate knowledge of all applicable OSHA, State, and local laws and regulations.
9		В.	Risk Assessment
10 11 12		1	. A risk assessment that identifies potential hazards for each aspect of work required to service the contract with specific detail to localized conditions which may affect the work (i.e. inclement weather conditions).
13		C.	Required Training and Equipment
14 15 16 17		1	. The Bidder shall identify periodic safety training of appropriate staff to ensure employees are reasonably aware and prepared for risks associate with the work described herein. In addition, Bidder shall identify and list all appropriate safety equipment and personnel protective equipment for each task required to service the contract.
18		D.	Response Procedures
19 20 21 22 23 24 25		1	. Bidder shall identify the locations of and routes to the nearest hospital or emergency care center for all proposed facilities required to service the contract. In addition, Bidder shall identify procedures for health emergencies which shall include at a minimum, contacts and instructions for contacting proper local authorities depending on the nature of the emergency, and contacts and instructions for notifying the City. Bidder shall also identify procedures for correcting any work practices deemed to be unsafe by either the City, reported by City residents, or identified by Bidder personnel.
26	ARTI	CLE 5 -	- PLAN OF OPERATION
27 28 29 30	5.01	the bio of this	ach Bid Package alternative, a detailed "Plan of Operation" shall be submitted at the time of d proposal. Such detailed Plan of Operation shall, by this reference, become an integral part contract. The Public Works Director shall approve any changes in the submitted plan before changes are instituted. Bids submitted without a complete "Plan of Operation" will be rejected.
31	5.02	Such	detailed plan shall include at a minimum:
32		А.	the number of collection routes for each collection day
33		В.	size, colors, number and type of trucks used,
34		C.	number of collection persons assigned to each type of truck,
35 36		D.	approximate number of 'drive-byes' and/or collections each truck, and each type of truck if more than one, is expected to make each day,
37		E.	number of supervisors assigned and the number of trucks they will be supervising each day,
38		F.	number of spare vehicles available to replace out-of-service collection vehicles,

1 2		G.	method of communication between the collection vehicles and the Contractor's management office,
3		Н.	specific contingency plans for inclement weather,
4		I.	criteria for adding trucks and personnel due to annexations,
5		J.	a proposed means of sharing a web- or cloud-based unified data base with the City,
6		К.	a proposed means of sharing GPS, real-time, route collection information with the City,
7		L.	details for handling damage claims, and
8		М.	other pertinent information as it may relate to the efficient performance of this Contract.
9 10 11 12	5.03	and re provid	ighout the term of this Contract and any extension, the Contractor shall be required to notify equest permission of the City in advance of any changes in the Plan of Operation. Failure to de advance notice of changes shall be subject to liquidated damages for failing to follow the of Operation.
13	ARTI	CLE 6	- CONTRACT COMPLIANCE AND REPORTING
14	6.01	Repor	t Purpose
15 16		А.	Reports are intended to compile recorded data into useful forms of information that can be used by both the City and Contractor to, among other things:
17 18		1	. Evaluate Contractor performance of duties set forth herein and monitor compliance with contract requirements,
19		2	E. Evaluate customer service,
20		3	. Determine and establish payment amounts,
21		4	. Track program participation and set out rates,
22		5	Determine needs for adjustment to programs, and
23		6	5. Other agreed upon purposes.
24	6.02	Repor	t Format and Contents
25 26 27 28 29 30 31 32		A.	Records shall be maintained in forms and by methods that facilitate flexible use of data contained in them by both the City and Contractor. In support of this mutual benefit, City and Contractor will review and finalize formats prior to contract initiation and will endeavor to incorporate current industry best practices at the outset. The Contractor represents that it will have relevant experience and examples to share with the City as part of this process. Please note that the City reserves right to review and to require changes to reporting formats at any time. At City's request, Contractor shall use standardized reporting forms provided by City.
33	6.03	Comp	laint Reports
34 35 36 37 38 39		А.	The Contractor shall receive all resident reported complaints from the City electronically, via a City-supplied electronic database or other web- or cloud-based system as mutually agreed upon. All complaints regarding incomplete collections that are forwarded to the Contractor shall be resolved within 3 hours of transmission of the complaint(s). In the case of a complaint transmitted to the Contractor after 4:00 p.m. on a collection day, resolution shall be made by 10:00 a.m. the next day. However, the Contractor shall respond that same

1 2		day to significant litter or spillage reported between 4:00 p.m. and 7:00 p.m., to the reasonable satisfaction of the City.
3 4 5 6 7 8 9		B. A daily summary report in electronic format which lists the address, date, truck number, time of notification, and time/date of resolution of the complaint must be posted to a unified database or otherwise made available to the Solid Waste Management Office by 8:00 a.m. on the workday following the resolution of such complaint. The Daily Report of Complaints shall include all information reported to the Contractor as well as collection crew number involved, a copy of any photographic documentation and any other pertinent information that may substantiate the Contractor's resolution of the complaint.
10	6.04	Damage Claim Reports
11 12 13 14 15 16 17 18 19 20 21 22		A. The Contractor shall provide to the City each week, in an electronic format, an updated list of all damage claims that are currently unresolved and those that were resolved since the last report. The report shall state citizen's name, address, and telephone number, nature of damage claim, estimated cost to repair or rectify damage and the status of the damage claim. Damage claims on the report for more than two (2) weeks shall include a reason why the claim has not been resolved. This includes all damage claims, received directly by the Contractor and reported by the City to the Contractor. The Contractor shall make repairs or replacement within two (2) weeks of receiving a valid damage claim regarding Collection Carts. All other damage claims must be resolved within 4 weeks from initial notification to the Contractor that such claim exists. Resolution means that the Contractor has communicated with the resident and has either established a mutually accepted settlement and timeline or clearly denied responsibility for the damage claim.
23	6.05	Electronic Reports
		1
24 25 26 27 28 29 30 31 32 33		A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service.
25 26 27 28 29 30 31 32	6.06	A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on"
25 26 27 28 29 30 31 32 33	6.06	A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service.
25 26 27 28 29 30 31 32 33 34	6.06	 A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service. Daily Report A. Report to include these entries into the shared database each day: 1. Number of collection vehicles in service
25 26 27 28 29 30 31 32 33 34 35 36 37	6.06	 A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service. Daily Report A. Report to include these entries into the shared database each day: Number of collection vehicles in service Number of drivers available to work
25 26 27 28 29 30 31 32 33 34 35 36 37 38	6.06	 A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service. Daily Report A. Report to include these entries into the shared database each day: Number of collection vehicles in service Number of drivers available to work
25 26 27 28 29 30 31 32 33 34 35 36 37	6.06	 A. The Contractor MUST submit all required reports and documentation to the City of Omaha utilizing a database provided to the Contractor by the City of Omaha or as otherwise mutually agreed upon. The database will be either a web enabled database or a database developed using conventional software, such as MS Access. Both the City of Omaha and the Contractor will use the database to share information. At a minimum the database will track daily complaints, damage claims, rejected collections, missed collections flagged for collection, resolutions of complaints and damage claims, special collection customers, and approved GDUs. The database will also generate the required complaint reports, and the damage claim reports. The Contractor must supply their own high speed, "always on" Internet service. Daily Report A. Report to include these entries into the shared database each day: Number of collection vehicles in service Number of drivers available to work

1 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.
- 5 7.02 The parties acknowledge that damages which the parties might reasonably anticipate from a breach 6 of this Contract are difficult to ascertain because of their indefiniteness or uncertainty. Therefore, 7 the parties agree that liquidated damages, as detailed in Article 7 of these Special Provisions, should 8 be paid by Contractor to the City as liquidated damages for the said breach. The parties 9 acknowledge that such liquidated damages are a reasonable estimate of the damages which would 10 probably be caused by a breach, and are reasonably proportionate to the damages actually caused 11 by the breach.
- 12 7.03 The City may assess liquidated damages in lieu of other remedies available to the City for breach 13 of this Contract or violation of City Code. The assessment of liquidated damages shall not by itself 14 constitute a termination of this Contract, unless the separate procedures for termination are 15 followed. Failure to impose liquidated damages for lack of performance shall not constitute a 16 waiver of the City's other rights and/or remedies, including but not limited to those under either 17 the Agreement or the City Code or those associated with Contractor non-performance.
- 18 7.04 Failure to Commence Work
 - A. Failure to commence work on the established and mutually agreed upon date for collections under the Contract shall result in liquidated damages of \$25,000 per calendar day.

21 7.05 Logged Complaints

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- A. Overall performance on this Contract shall be measured by the monthly number of City documented violation events. The City will maintain a monthly log that will be updated and shared with the Contractor via the shared database. Violation events will include valid complaints from residents and negative observations of Contractor performance made by the City. The City shall screen complaints from residents and act in good faith to exclude any invalid, frivolous, or unreasonable complaints from the log. Acts or omissions that may be counted in enforcing this portion of the Liquidated Damages are as follows:
- Incomplete collection of properly prepared Solid Waste from any service address defined herein.
 - 2. Failure to resolve, to the reasonable satisfaction of the City, an incomplete collection or valid complaint within the time requirements specified herein.
 - 3. Failure by Contractor to make available to the Solid Waste Management Office a report of unresolved complaints by 8:00 a.m. the next morning OR failure to provide dispositions for each complaint.
- Failure by Contractor to provide proper written notification to the resident, at the time of
 initial collection, specifying the reason containers or items were not accepted. Written
 notification may be provided by in cab recording of appropriate information to a database
 accessible to both the city and contractor with the required information. In such case of
 using a database, an "oops" tag shall be left with a phone number for more information.
- 41 5. Failure to make available to the Solid Waste Management Office, the summary report of 42 information regarding residents notified of materials not collected, by 8:00 a.m. the

1 2 3		following day. Record(s) of notification that are not properly completed (no address or incomplete address, no truck number or other items left blank) will for this section be considered to have NOT been issued.
4		6. Causing or allowing Solid Waste to become litter.
5 6		7. Failure to reach a resolution on reported damage claims within five (5) weeks of being notified that such damage claim exists.
7		8. Failure to promptly cleanup spills.
8		9. Employees acting in an unsafe or discourteous manner.
9		10. Collection personnel not wearing safety vests, shirts, or other appropriate safety clothing.
10		11. Drivers failing to follow traffic regulations or unnecessarily blocking traffic.
11 12 13 14 15		B. Should the number of violation events exceed 1,000 in a Seasonal Yardwaste Collection Period (Spring, or Fall), the City may consider the Contractor in breach of the Contract and deduct from payments due or to become due the Contractor, liquidated damages in the amount \$1,000 per collection day in that Seasonal Yardwaste Collection Period. In illustration:
16 17 18 19 20 21		 Five (5) weeks of seasonal yardwaste collection are requested by the City in the Spring of 2021. Complaints exceed the benchmark of 1,000 during this Spring Seasonal Yardwaste Collection Period. Five (5) weeks of collection, times five (5) days of collection each week, would equal 25 service days. Liquidated damages due would be \$25,000 and would be subtracted from payment made to Contractor for the services rendered.
22	7.06	Individual Stipulated Liquidated Damages
23 24		A. In addition to being included in the monthly tally above, the City may assess liquidated damages in the amount of \$150 per incident for the following:
25 26		1. Situations where the City corrects an incomplete collection, after the Contractor's failure to act within the timeframes specified in the Contract.
27 28		2. Failure to promptly cleanup spills (respond within two hours) and/or to report to City response activities.
29 30		3. Failure to request and obtain permission from City for collecting outside of the hours specified in the Contract.
31 32		4. Failure to complete route-wide day of collections by 7:00 PM, unless prior approval is granted by City.
33	7.07	Major Violations
34 35 36 37 38		A. For the following major acts or omissions, except as allowed by the Director, each shall be considered a breach of the Contract for failing to follow the Plan of Operation. For the purpose of computing damages under the provision of this Section, it is agreed that the City may deduct from payments due or to become due the Contractor, liquidated damages in the amount \$1,000 per occurrence per day.
_		1. Comingling of types of Solid Waste when required to be separate by Contract.
39		1. Commigning of types of solid waste when required to be separate by Contract.

1 2		a. Delivery of Garbage to the recycling facility or any location other than the specified Landfill.
3 4		b. Delivery of separately collected Recyclable Materials to any landfill or any location other than the designated processing center.
5 6 7		c. Delivery of Yardwaste to the Landfill or recycling facility when separately collected and required by Contract to be delivered to the City-designated Yardwaste compost facility.
8 9		3. Collection of material(s) not allowed, including but not limited to; white goods, liquids, and tires; OR collection of material(s) in a manner not specified herein.
10 11 12		 Failure to follow the Plan of Operation as submitted to and approved by the Public Works Director; including, but not limited to, not having the specified number of drivers or trucks in service.
13 14 15 16 17		5. Operation of a collection vehicle above the maximum gross vehicle weight permitted by applicable State of Nebraska statutes. Liquidated damages may be assessed for each vehicle that exceeds the maximum gross weight by more than 1000 pounds. Proof of such violation will be the weight summaries received from the disposal and/or processing locations.
18 19 20		6. Failure to have required equipment on trucks for cleaning up spilled material (shovels, brooms, brushes and etc.), or failure to have Contract-required signage posted on collection trucks.
21 22		B. Assessment of such liquidated damages does not prevent the City from collecting other liquidated damages that may apply under this Contract.
23		C. Repeat violations may be cause for termination of the Contract.
24	7.08	Violation Appeal Procedure
25 26 27 28 29 30 31	ARTI	In the event that the Contractor disagrees that an act or omission has occurred or with the damages assessed for any act or omission, the Contractor shall have the right to appeal such to a higher authority. Such appeal shall be in writing within ten days of the notice of the decision appealed from, and be submitted to the following in the order listed: Quality Control Manager, Assistant Public Works Director – Environmental Services, Public Works Director, and the City Council. The decision of the City Council shall be final, subject to judicial appeal by petition in error. CLE 8 – NOTIFICATION
32	8.01	Official notification related to this contract shall be made in writing to the parties listed below:
33		For City: For Contractor:
34		Omaha Public Works Director
35		Suite 601
36		1819 Farnam Street
37		Omaha, NE 68183

1 ARTICLE 9 – BASIS AND METHOD OF PAYMENT

- 2 9.01 Payment
- A. The Contractor shall be paid monthly an amount that is equivalent to the summation of the unit bid price multiplied by the actual number of approved Residential Unit collection locations. Payment shall be included similarly for any month in which Spring or Fall Cleanup services are provided.
 - B. The Contractor must submit an invoice and all required supporting documentation (hard copies, not electronic) to the City's Solid Waste Management Office detailing the billing units (including acknowledgment of the number and type of liquidated damages and deductions for the Education and Information program sent to the Contractor by the City), current unit bid prices, and the amount due for each month's services. The Contractor shall be paid no later than thirty (30) working days after submitting to the City all information required to make accurate payments each month.
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15 ARTICLE 10 – ANNUAL ADJUSTMENT OF BID PRICES

16 10.01 The unit prices disclosed on each Bid Proposal will be adjusted annually to reflect the change in
17 the cost of living. No fuel surcharges will be allowed under this Contract. The annual rate
18 adjustment will apply to all unit prices in the Contract. The annual rate adjustment will be
19 predicated on the year-over-year change in the U.S. Bureau of Labor's Consumer Price Index-W
20 (CPI-U), Garbage and Trash. The annual rate adjustment may be adjusted upward or downward,
21 on April 1 of each year, following the first full year of the Contract, based on the following formula:

22	Existing unit price(s)
22	$1 - \left(\frac{CPI_{i+1} - CPI_i}{CPI_i}\right)$

23 24 25		Where,
26 27 28		CPI _{i+1} = Consumer Price Index-U, Garbage and Trash, for March of the calendar year of the adjustment CPI _i = Consumer Price Index-U, Garbage and Trash, for March of the previous calendar year
29 30 31	10.02	For purposes of calculating an adjustment, the base rate for the adjustment shall be the unit price in effect on the contract implementation date, in the calendar year preceding the year the adjustment is made.
32 33 34 35	10.03	As soon as possible after the monthly CPI data for March is published, the Contractor shall send to the Public Works Director a rate adjustment statement providing the relevant data, the calculated percentage increase or decrease, and a revised Price Schedule Form reflecting the increases or decreases.
36 37	10.04	Adjustments to the Unit Prices shall be made only in units of one cent (0.01). Fractions less than one cent (0.01) will not be rounded up or down to the nearest whole cent.
38 39 40	10.05	In any year the total adjustment shall not exceed four percent (4%). If the calculated amount exceeds 4%, the dollar amount in excess of 4% for Bid Package A Services only, may be carried forward and included in a future annual adjustment so long as 1) the future annual adjustment does

not exceed 4% and 2) the Contract or Contract extensions are still in effect. Any amount carried
 forward at the end of the base Contract term or any exercised extension will not be due to
 Contractor. An example adjustment of bid prices can be found in Appendix F to these Special
 Provisions.

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

APPENDICES

City of Omaha OPW 53641 APPENDIX A – DAY OF COLLECTIONS MAP

Wall map removed

City of Omaha OPW 53641 APPENDIX B – NOT USED

City of Omaha OPW 53641 APPENDIX C – APPROVED ALLEYS MAP

Wall map removed

City of Omaha OPW 53641

APPENDIX D – EXAMPLE PRIVATE DRIVE RELEASE

Appendix D – Proposed Release for Using Private Streets

HOLD HARMLESS AGREEMENT

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

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

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

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

Signed this _____ day of _____, 20___.

WITNESS: _____

City of Omaha OPW 53641

APPENDIX E – YARDWASTE DATA, 2000-2010

APPENDIX E – YARDWASTE DATA, 2000-2010

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
April	4,070.13	6,588.74	3,421.05	4,921.21	5,271.54	5,478.00	5,099.75	3,999.35	-	-	1,225.57
Мау	5,892.28	5,314.31	5,517.53	6,699.78	5,409.45	5,196.00	5,756.24	5,359.07	5,097.84	5,953.32	5,501.83
June	3,772.97	3,784.32	3,600.81	4,025.75	5,031.26	4,483.00	3,569.64	4,013.17	4,636.40	4,210.37	5,106.90
July	3,765.67	2,994.83	2,234.50	3,275.62	4,546.88	2,359.00	2,578.62	2,259.59	4,626.22	3,758.93	4,240.18
August	3,706.59	2,826.63	3,379.57	2,399.89	3,819.48	3,583.00	3,828.05	4,428.31	2,315.32	3,007.24	3,238.04
September	2,420.46	2,790.19	2,948.01	2,698.40	2,818.84	3,000.00	3,794.49	3,027.58	2,498.69	3,609.33	3,435.82
October	4,868.45	4,121.24	3,550.17	4,467.58	3,755.57	3,801.00	4,286.36	4,110.80	3,266.15	5,747.85	3,748.10
November	3,569.00	6,265.76	7,804.76	5,736.77	6,532.17	7,112.00	6,878.52	6,977.65	5,015.25	4,482.86	4,121.87
December	120.15		4.36	851.58	266.25	378.00	136.21		384.56	-	-
	32,185.70	34,686.02	32,460.76	35,076.58	37,451.44	35,390.00	35,927.88	34,175.52	27,840.43	30,769.90	30,618.31
Housecount	116,803	120,570	121,090	121,181	121,428	121,428	121,428	122,000	126,683	129,199	129,199
Est lbs/HH	551	575	536	579	617	583	592	560	440	476	474
April-June	13,735.38	15,687.37	12,539.39	15,646.74	15,712.25	15,157.00	14,425.63	13,371.59	9,734.24	10,163.69	11,834.30
Sept-Nov	10,857.91	13,177.19	14,302.94	12,902.75	13,106.58	13,913.00	14,959.37	14,116.03	10,780.09	13,840.04	11,305.79
Est lbs/HH											
April-June	235.19	260.22	207.11	258.24	258.79	249.65	237.60	219.21	153.68	157.33	183.19
Sept-Nov	185.92	218.58	236.24	212.95	215.87	229.16	246.39	231.41	170.19	214.24	175.01
	Partial month tons to landfill										

Full month tons to landfill

No separate collection

City of Omaha OPW 53641 APPENDIX F – EXAMPLE CPI ADJUSTMENT

							Appe	ndix F							
Sc	ources	of Cons	umer Pr	ice Inde	ex - All l	Jrban C	onsume	ers - Gar	bage a	nd Trasł	Collect	tion in l	J.S. City	Avera	ge
			Basis f	or Adju	sting Co	ollection	n Payme	ent Afte	r First 1	2 Mont	hs of Co	ontract			
Series Id:			CUUR0000	SEHG02											
Not Seaso	nally Adju	sted													
Area:			U.S. city a	verage											
ltem:			Garbage a	nd trash co	ollection										
Base Peric	od:		Dec. 1983	= 100											
Years:			2008 - 2018												
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF 1	HALF 2
2008	356.9	358.1	358.6	359.6	361.5	363.2	366.0	369.0	369.7	371.2	371.6	371.1	364.7	359.6	369.8
2009	371.8	372.5	373.2	375.4	375.6	376.6	377.5	377.9	378.3	379.6	379.2	379.2	376.4	374.2	378.6
2010	380.0	382.5	383.4	383.6	383.4	383.7	383.8	385.0	385.9	385.9	387.2	387.9	384.4	382.8	386.0
2011	389.7	391.9	391.9	392.8	395.5	395.3	395.7	396.6	397.0	397.1	398.9	398.7	395.1	392.8	397.3
2012	398.9	400.4	401.7	400.9	401.1	402.8	406.2	406.8	407.6	409.5	410.2	410.4	404.7	401.0	408.5
2013	411.1	411.8	412.3	413.7	414.5	414.8	416.5	417.8	418.4	419.7	421.4	422.2	416.2	413.0	419.3
2014	422.4	422.5	423.4	425.4	425.2	425.9	426.6	426.8	427.3	428.0	427.8	428.2	425.8	424.2	427.4
2015	427.7	429.2	429.2	429.8	431.2	430.8	431.2	433.0	433.8	434.8	436.4	437.0	432.0	429.7	434.4
2016	437.2	438.3	437.7	437.7	438.3	437.9	438.6	439.4	439.7	440.3	443.3	444.7	439.4	437.8	441.0
2017	446.3	447.7	447.0	447.1	447.3	448.0	448.3	448.7	449.0	452.2	453.8	453.6	449.1	447.2	450.9

				Appendix F					
Ex	ample Adjusti	ment to Unit Price	es After First 12-m	onths of Contract - Hy	pothetica	Contract St	art January	1, 2008	
	(A)	(B)	(D)			(E)			
Contract Year	CPI Index Amount March	Change in Previous Year from Year Before $(CPI_{i+1} - CPI_i)$	Unit Cost Adjustment Factor $1 - \left(\frac{CPI_{i+1} - CPI_i}{CPI_i}\right)$	Unit Price Calculated with Adjustment Factor (Assume Starting Unit Price of \$100.00) $\frac{Exhisting Unit Price}{1 - \left(\frac{CPI_{i+1} - CPI_i}{CPI_i}\right)}$	% Unit Price Adjustment by Dollar Amount Increase (Max 4%)	Unit Price Increase Limited to 4% maximum Increase		Final Unit Price Adjustment	
2008	358.55	-	-	\$ 100.00	-	\$ 100.00		\$ 100.00	
2009	373.24	14.69	0.959	\$ 104.27	4.3%	\$ 4.17		\$ 104.17	
2010	383.36	10.12	0.973	\$ 107.18	2.8%	\$ 2.90	\$ 0.11	\$ 107.18	
2011	391.86	8.49	0.978	\$ 109.61	2.3%	\$ 2.43		\$ 109.60	
2012	401.69	9.84	0.975	\$ 112.43	2.6%	\$ 2.82		\$ 112.43	
2013	412.31	10.61	0.974	\$ 115.48	2.7%	\$ 3.05		\$ 115.48	
2014	423.41	11.11	0.973	\$ 118.68	2.8%	\$ 3.20		\$ 118.67	
2015	429.24	5.82	0.986	\$ 120.33	1.4%	\$ 1.65		\$ 120.33	
2016	437.70	8.46	0.980	\$ 122.75	2.0%	\$ 2.42		\$ 122.75	
2017	446.99	9.29	0.979	\$ 125.41	2.2%	\$ 2.66		\$ 125.41	

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