Bid Invitation
Bid No. 27-005

TO BE CONSIDERED, BIDS MUST BE RECEIVED PRIOR TO THE DEADLINE
LATE BIDS WILL NOT BE ACCEPTED

The Board of Education for Douglas County School District 0001 (Omaha Public Schools) invites bids for:

OPS Refuse and Recycling Pickup and Disposal

RETURN TO:

Omaha Public Schools
District Operational Services
3215 Cuming St., Omaha, Nebraska 68131

IMPORTANT BID SUBMISSION INFORMATION & DEADLINES

Bid Number	27-005
Date of Issuance of Bid	November 2, 2026
Deadline for Submission of Questions	November 9, 2026
Bid Submission Deadline	December 2, 2026
Anticipated Bid Award & Board of Education Approval Timeline	January, 2026

Question Submission Box	specialedbidsqa@ops.org
Microsoft Teams Meeting Phone Number for Bid Opening	402-509-3892
Microsoft Team Conference ID for Bid Opening	822 839 541#
Address for in Person Bid Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

Bid 27-005

Refuse and Recycling Pickup and Disposal at Various Locations

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1.0 BID INVITATION

The Work called for in these Bid Documents includes the pickup, transport and proper disposal of Waste Materials and Recyclables (as those terms are defined in Section 2 for Waste Materials and Appendix C for Recyclables) for those District facilities listed on Appendix A, as such Appendix may be modified by the District from time to time during the term of the contract between the District and the successful Bidder (the "Services"). The bid is for an initial three (3) year term with two (2) successive one (1) year optional extension terms that can be exercised by the District at the District's option. Bids are to be completed on the Bid Proposal Form contained in the Bid Documents. A copy of the bid with original signatures by any person and/or entity who is authorized by the bidder to sign Bid Proposal Form (hereinafter a "Bidder"), with all required information, attachments and exhibits, and including a bid bond prepared and submitted as required in Section 4, are to be submitted to the District in accordance with the requirements of the Bid Documents.

2.0 CONTRACT SPECIFICATIONS

The requirements set forth in Sections 2.1 through 2.13 represent the minimum mandatory requirements that the selected Contractor must satisfy at all times during the Contract Term. Each Bidder's bid response must describe the Bidder's ability to meet or exceed each of the following requirements. Failure of a Bidder to adequately indicate in its bid response that it is capable of satisfying all of the requirements set forth in Sections 2.1 through 2.13 may result in disqualification of the Bidder's bid.

2.1 GENERAL

The Contractor's services under the Contract with Contractor for the initial three (3) year Term shall commence on August 1, 2027, and, unless sooner terminated as provided in the Contract Documents, shall end on July 31, 2030 ("Initial Term"). The District shall have the option to extend the Initial Term of the Contract for two (2) additional one (1) year Extension Terms (collectively the "Extension Terms" and individually an "Extension Term") with the first Extension Term to begin on August 1, 2030, and end on July 31, 2031, and the second Extension Term to begin on August 1, 2031, and end on July 31, 2032 (the Initial Term and each Extension Term the District elects are collectively referred to as the "Term" or "Contract Term"). Notice of the exercise of one or more of the optional Extension Terms by the District shall be given in writing prior to the end of the then-current Initial Term or Extension Term, as applicable. The District will determine in its discretion whether to exercise its options to extend the Contract Term for each optional Extension Term.

2.1.1 Waste Material and Recycling Containers. Contractor shall furnish both Waste Materials and recycling containers at each designated site shown on Appendix A and shall maintain and service both the Waste Materials and recycling containers in accordance with the requirements of the Contract Documents, including but not limited to regular Waste Materials and recycling pickups as specified in the Contract Documents, and maintaining such containers so that they are in good working order during the Contract Term. Waste Materials and Recycling

containers provided by Contractor at each designated site shall be 6-yards or 8-yards in size, as designated in Appendix A. See Section 2.9 for Waste Materials container requirements and Section 2.10 for recyclable container requirements.

2.1.2 Compactors. Contractor shall also provide to the District, at the cost set forth in the Contract Documents, compactors for those sites referenced for compactors on Appendix A, and shall maintain and service such compactors as required by the Contract Documents, including but not limited to regular Waste Materials pickups as specified in the Contract Documents, and maintaining such compactors so that they are in good working order during the Contract Term. The District will rent the compactors from the Contractor and one (1) compactor shall be placed at each location designated in Appendix A. Additional compactors may be added by the District at the rental cost set for in the Contract. Please see Section 2.12 for compactor requirements.

2.2 MATERIALS INCLUDED IN CONTRACT

During the Contract Term, Contractor shall be responsible for the pick-up, transport and proper disposal of all Waste Materials from District Facilities. As used in the Bid Documents, "Waste Materials" means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials (as defined herein) generated by District or at District's Service Address(es). Waste Materials includes “Special Waste”, such as industrial process wastes, asbestos-containing material, petroleum contaminated soils, treated/de-characterized wastes, and demolition debris, for which District shall complete a Special Waste Disposal sheet to be approved by Contractor in writing, provided, however, that District has no obligation to utilize Contractor to pick up or dispose of Special Waste. If the pickup and disposal of Special Waste is requested by the District, the District and Contractor will first execute a separate agreement for such work at rates to be negotiated. Waste Materials excludes, and District agrees not to deposit or permit the deposit for collection of: (i) any waste tires, (ii) radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous, regulated medical or hazardous waste, toxic substance or material, as defined by, characterized or listed under applicable federal, state, or local laws or regulations, (iii) any materials containing information protected by federal, state or local privacy and security laws or regulations, (iv) any other items or material prohibited by federal, state or local laws or regulations, or that could adversely affect the operation or useful life of the facility(ies) receiving District’s Waste Materials, or (v) Special Waste not approved in writing by Contractor (collectively, "Excluded Materials"). Title to and liability for Excluded Materials shall remain with District at all times. Title to District's Waste Materials is transferred to Contractor upon Contractor's receipt or collection unless otherwise provided in this Agreement or applicable law.

2.3 LABOR

All labor, equipment, transportation, and materials necessary for the pickup and disposal of Waste Materials from designated District Facilities, the pickup and transport of Recyclable commodities from the designated District Facilities to the recycling center, and the maintenance of all containers and compactors, shall be furnished by the Contractor.

2.4 DISPOSAL

The Contractor shall assume the responsibility of arranging the disposal of the Waste Materials and Recyclables, and the cost of disposal (such as landfill costs) shall be included in the Contract per pickup amount. There will be no separate or additional cost to the District for the disposal by the Contractor of the District's Waste Materials.

2.5 SCHEDULING OF WASTE MATERIALS PICKUP

The pickup of Waste Materials by Contractor shall be on a regular schedule determined by the District and approved by the Contractor, which approval will not be unreasonably withheld, provided, however, that the weekly number of pickups shown on for any District facility shall not be increased or decreased without the express written consent of the District. For the scheduled school year of each year of the Contract Term, except for school holiday periods (identified in Section 2.5.11 below), pickup schedules will be as follows:

2.5.1 Locations to receive one (1) pickup per week shall be scheduled for Saturday.

2.5.2 Locations to receive two (2) pickups per week shall be scheduled for Wednesday and Saturday.

2.5.3 Locations to receive three (3) pickups per week shall be scheduled for Tuesday, Thursday, and Saturday.

2.5.4 Locations to receive four (4) pickups per week shall be scheduled for Tuesday, Thursday, and Saturday, plus either Wednesday or Friday as determined by the District.

2.5.5 Locations to receive five (5) pickups per week shall be scheduled for Tuesday through Saturday.

2.5.6 Locations to receive six (6) pickups per week shall be scheduled for Monday through Saturday.

2.5.7 Locations with locked gate access to containers may need to be serviced on days other than those listed in Sections 2.5.1 through 2.5.6.

2.5.8 Pickups must be made between the hours of 12:01 a.m. and 6:00 p.m. Central Time. Pickups outside of these times shall only be made with prior permission of the District.

2.5.9 The District reserves the right to alter the above scheduling on a per-location basis as needs may arise, with the approval of Contractor, which will not be unreasonably withheld.

2.5.10 Pickups shall not be made prior to 12:01 a.m. or after 6:00 p.m. Pickups outside of these times shall only be made with prior permission of the District. Pickup times at individual locations shall be on a regular basis, within a three-hour period. The Contractor acknowledges that successful performance of this Agreement is dependent upon establishing and maintaining regular times for pickups at

individual locations. Pickup times at individual locations shall be on a regular basis and within a three-hour window period for each pickup, except where circumstances occur that affect service times such as weather conditions, equipment breakdowns, or other circumstances beyond Contractor's control that make timely pickup impossible. Nevertheless, when pick-up is so delayed, Contractor shall use reasonable efforts to comply with a three-hour window period for each pickup. Deviations from this schedule require notifications to the District by email or phone as soon as possible.

2.5.11 The pickups for holiday periods shall be as follows at all locations:

A. Thanksgiving Recess:

The normal schedule will be followed except that there will be no pickups on Thanksgiving Day or on the Friday following Thanksgiving. Pickups will be made on the Saturday following Thanksgiving.

B. Winter Recess (period including Christmas Day and New Year's Day):

The normal schedule will be followed through the last day of school prior to the start of Winter Recess, which is generally from mid/late-December to early January. All locations in Appendix A will receive pickups on Saturdays during the Winter Recess or as determined by the District. Those locations listed with a double asterisk (**) in Appendix A as having Year-Round Service will receive regular scheduled pickups during the Winter Recess.

C. Spring Recess:

The normal schedule will be followed through Saturday of the week before Spring Recess begins, which is generally in mid-March. All locations in Appendix A will receive one pickup during the Spring Recess on Saturday or as determined by the District. Those locations listed in the Appendix with a double asterisk (**) as having Year-Round Service will receive regularly scheduled pickups during the Spring Recess.

2.5.12 During the Summer Recess when regular school is not in session, for each year of the contract, there will be no regular pick-ups, except for those locations indicated with a double asterisk (**) in Appendix A as having Year-Round-Service, for which the Contractor shall pick up Waste Materials during the entire calendar year. The cost of such pickups shall be charged at the applicable "school year unit price," which shall be the unit cost per Waste Materials pick-up or per recycling pick-up stated on the Bid Proposal Form. Summer Recess is generally from late May through early August.

2.5.13 Summer school will be in session at designated facilities determined by the District. Summer school is generally scheduled from late May through early July. The cost of such pickups shall be charged at the applicable "school year unit price." Waste Materials and recycling pickups at the other buildings during the Summer Recess, while summer school is not in session, shall be requested only by the District and shall be charged per pickup at the applicable "school year unit prices."

2.5.14 Waste Materials and recycling pickup service shall be charged per pickup on the basis of the applicable “school year unit prices” if the District requests Contractor to pick up Waste Materials or recycling at school facilities after the end of the summer school session but before the beginning of the regular school session.

2.5.15 Any “on-call” or additional Waste Materials pickup and disposal or recycling services requested during the contract period shall be charged per pickup on the basis of the applicable “school year unit prices.”

2.5.16 Overflow Waste Materials that cannot be fit safely in containers, must be stored in bags in a ground location outside, but near, the Waste Materials container in order to be picked up by Contractor. Such Waste Materis that are properly bagged and stored must be picked up by Contractor at each District facility. Contractor shall charge the District an “Overage Charge” for pickup of any such bagged Waste Materials it picks up in the amount set forth in Contractor’s Bid proposal. Any invoice for such charges shall itemize the number of bags picked up and the total changes shown in the invoice for removal of those bags

2.5.17 During the Contract Term, the District reserves the right to discontinue or Waste Materials pickups due to the closing of a District facility, the sale of the facility or the suspension of the use of the facility for District purposes. In such an event, for each sold facility the pick-ups under this Contract will be discontinued permanently, and for a closed or unused District facility, pickups under this Contract will be suspended until the earlier to occur of the expiration or termination of this Contract, or until the Facility is again used by the District. for its purposes. The leasing of a facility to a third party and not which is not otherwise used by the District shall not obligate the lessee or occupant thereof to utilize Contractor to engaged the Contractor for Waste Material pick-up under this Agreement, In the event the pickup of Waste Material is discontinued or suspended due to any of such causes, the monthly amount to be paid to Contractor under the Contract shall be reduced by the amount determined by multiplying the number of scheduled pickups for such slod, closed or unused closed school during each such month times the “school year unit price” for pickups applicable to such month. Such reduction shall continue each successive month until the Contract expires or is terminated and will continue for each successive month while such is unused by the District or is closed.

2.5.18 During the Contract Term, the District reserves the right to add Waste Materials and recycling pickups at new locations due to the opening of school facilities. In such an event, for each additional building or new location, the monthly amount payable to the Contractor under the contract shall be increased in an amount consistent with the applicable “school year unit prices” and the service schedule for such new school facility as per the District.

2.5.19 The Contractor acknowledges that successful performance of this contract is dependent upon establishing and maintaining regular times for pickups at individual locations, as described in Section 2.4.

2.5.20 Regularly scheduled Waste Materials disposal service will begin one week prior to the start of the school year and end one week after the end of the school year as indicated by the school year calendar published annually by the District and available on the District website. The school year generally starts in approximately mid-August and generally ends in approximately mid/late-May.

2.5.21 Waste Materials remaining in the container after regular service requiring an additional trip shall be done at no charge to the District.

2.5.22 Requests for additional service or change of service will be relayed to the Contractor through members of the District's Environmental/Safety division only. Requests from school personnel should not be honored without verification from this division.

2.6 STATE AND LOCAL REGULATIONS

The Contractor agrees to comply with all state and local regulations governing all aspects of work related to the pickup and disposal of Waste Materials. This includes the use and operation of vehicles.

2.7 MISSED PICKUPS

In the event Contractor misses a scheduled pickup, Contractor will service the location on the next service day without additional charge. If the Contractor fails to provide service for the missed scheduled pickup, the District shall deduct from the Contractor's monthly billing for each such missed pickup an amount equal to the unit cost shown on the Contractor's Bid Proposal Form for a school year pickup of an equal-size container for the year in which the missed pickup occurred. A pickup will be considered "missed" when the container is not emptied by 6:00 p.m. Central Time on the scheduled day. Invoices shall indicate a credit for missed service equal to the amount listed on the Contract Documents for the container(s) size(s) at that location. Contractor shall not be charged for a missed pickup if such missed pickup is due solely to adverse road conditions, which would not permit the pickup, so long as the pickup is made as soon thereafter as road conditions permit. District shall be credited for the missed scheduled pickup if the container is not serviced until the next regularly scheduled pickup day.

2.8 SAME DAY SERVICE

If Contractor is notified before 10:00 am Central Time of the need for an additional Waste Materials pickup at any location, Contractor will empty that container prior to 6:00 pm Central Time that same day.

2.9 CONTAINERS

2.9.1 The Contractor shall furnish all containers for the storage of Waste Materials at the designated schools. Containers shall be either 6-cubic yards or 8-cubic yards in size, and shall be located at each the OPS facilities as indicated as set forth in Appendix A. There shall be no charge to the District for the use of the containers for the disposal of Waste Materials and Recyclables.

2.9.2 The Contractor will place the containers back in locations as designated by the District every time the container is serviced.

2.9.3 All containers shall be heavy metal construction with hinged covers and/or doors that permit complete cover of Waste Materials in the container.

2.9.4 The Contractor shall keep all containers clean, graffiti-free, and in good repair. Steam cleaning will be performed by the Contractor at such times as the District may deem necessary to keep containers in a clean and sanitary condition. The cost of cleaning shall be included in the total bid.

2.9.5 The District will not be held liable for acts of vandalism conducted against Contractor's equipment located on District property.

2.9.6 The Contractor is responsible for the pickup of additional Waste Materials placed near the Waste Materials container at the time of the regularly scheduled service (see Section 2.5.16).

2.9.7 Contractor will replace missing or broken lids within 10 days of notification to prevent the District from being in violation of the health code.

2.9.8 District will provide up to five (5) keys to Contractor during the Contract Term so that Contractor may have access to containers behind locked enclosures. The Contractor is responsible for taking possession of the District keys in the event of a personnel change. A cost will be established for additional keys and charged against the Contractor for each additional key supplied by the District. All keys shall be returned to the District at the end of the Contract Term.

2.9.9 In the event during the Contract Term the District requires that a container be added to an OPS facility, be replaced by a larger or smaller container, be removed from an OPS facility or relocated the same OPS facility, the Contractor may charge the District for such work in the amount set forth in the Contractor's bid proposal. There shall be no charge to the District for the initial placement of any containers at the beginning of the Contract Term, or the removal of all of the containers at the expiration or earlier termination of the Contract Term.

2.9.10 Contractor shall deliver, at Contractors cost, Recyclables to a material recycling facility. In the event that the materials recycling facility increases its processing costs for acceptance of Recyclables during the term of the Contract Term, the amount of such increase may be passed through to District by Contractor. Contractor will notify District in advance of any increase in such costs that Contractor intends to pass through to District, and will provide at that time written documentation from the recycling contractor verifying the increase, and the amount of the increase over such costs in effect immediately preceding the increase. In the event of any increase in such costs, the District may elect to discontinue the recycling of all Waste Materials, or may change the categories of Waste Materials that it will recycle. Any increase in such costs incurred by Contractor due to Contractor voluntarily changing material recycling facility shall be borne by Contractor and not passed onto the District. Contractor reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations

as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at District's Cost

2.10 RECYCLABLE COMMODITIES

2.10.1 Upon a 15-day notice by the District, the Contractor shall furnish and place at specified locations containers for the purpose of recycling a large quantity of materials, including but not limited to paper, cardboard, plastic milk containers, and aluminum. Recyclable containers shall be either 6-cubic yards or 8-cubic yards in size, as set forth in Appendix A.

2.10.2 Contractor shall pick up recyclable commodities from each location or as requested by the District. There may be a revised schedule for the pickup of recyclable commodities at school locations during Summer Recess.

2.10.3 Contractor shall deliver recyclable commodities to a recycling contractor designated by the District, or as agreed upon between the Contractor and the District.

2.10.4 The recycled commodities shall be delivered to the recycling contractor free from any source of contamination generated by the Waste Materials Contractor or its equipment.

2.10.5 Recycle commodities containers that become contaminated shall be serviced by Contractor and disposed of as Waste Materials and billed at the same rate for Waste Materials disposal.

2.10.6 The recycled commodities program shall continue for the duration of the Contract Term, including all extensions.

2.10.7 All of the terms and conditions applicable to Waste Materials containers established in 2.9 CONTAINERS of these Contract Specifications apply likewise to the containers used in the recycling program.

2.10.8 Recycled commodities must be able to be co-mingled in a single recycling container

2.10.9 If loads of the mixed Recyclables placed in Recyclables containers do not meet Contractor's specifications for acceptable Recyclables or are otherwise not properly segregated from the Waste Materials, Contractor shall have the right to reject the load in whole or in part. If the load is rejected, in whole or in part, the container will be picked-up and disposed of by Contractor as regular Waste Materials and District will be charged accordingly based on the charges set forth in this Agreement, plus the applicable Recyclables Contamination Fee set forth in Contractor's Bid proposal for each container having contaminated Recyclables.

2.11 ADDITIONAL RECYCLING PROGRAMS

2.11.1 Contractor is encouraged to notify the District of other recycling programs they support during the Contract Term.

2.11.2 If Contractor is currently involved with recycling programs in addition to the recyclable commodities listed, information about those programs may be submitted at the time of this bid as an attachment to the Bid Proposal Form.

2.12 COMPACTORS

2.12.1 Contractor will be responsible for the installation of compactors in certain specified locations listed in Appendix A as directed by the District.

2.12.2 Contractor will be responsible for maintaining the compactor and all component pieces of the compactor in good working order. The District will not pay for repairs caused by the negligence of the Contractor, vandalism, collision, or those caused through the normal operation of the equipment or those caused by ordinary wear and tear. The District shall be responsible only for the reasonable cost of repairs and/or required maintenance resulting from the negligent act or intentional misuse of the compactors by District's employees as an additional charge to the rental cost per unit for the compactors

2.12.3 All compactors will be restaurant grade with double-walled sides to prevent liquid leakage and a minimum of six (6) cubic yards in volume with a 3:1 compaction ratio. Bidders may attach information to their Bid Proposal Form regarding the compactors it will provide if awarded the bid.

2.12.4 Compactors must not leak liquid waste. Currently, one compactor will be placed at each location designated for a compactor in Appendix A. The District will rent the compactors from Contractor. Contractor will be responsible for maintaining the compactors in good condition and working order. Rental costs must be invoiced and shown separately. If not, such rental charges on the invoice will not be approved by the District.

2.12.5 District will work with the Contractor to secure electrical service to the preferred location of the compactor.

2.12.6 Each compactor location will receive a minimum of five (5) keys. One for each: Head engineer/custodian, head engineer back-up, night crew supervisor, night crew supervisor back-up, school office (reserve).

2.12.7 The monthly rental cost of furnishing each of the compactors for the buildings designated in this Agreement is set forth in Appendix A. In the event the District adds compactors to other buildings, the charges to the District shall be increased, as applicable, by the applicable monthly rental cost per compactor shown on Appendix A.

2.12.8 A reasonable cost for additional compactor keys will be established by agreement of the parties at the time of Bid award and prior to execution of the contract.

2.13 DAMAGE TO OWNER'S PROPERTY

2.13.1 Contractor shall be responsible for damage done to District property and buildings by Contractor personnel or equipment.

2.13.2 Repair to buildings or properties shall be pre-approved by District personnel and meet the District's construction standards.

2.13.3 Coordination of repair shall be with the District Environmental/Safety staff.

3.0 PROJECT DRAWINGS AND PROJECT SPECIFICATIONS

Attached to these specifications in Appendix A is a listing of locations to be serviced for Waste Materials and Recyclables collection and disposal. Along with each location is listed the minimum size container to be placed at that location and the number of Waste Materials and recyclables pickups per week that each location is to receive. Also listed are those locations that are to receive compactors. Appendix A also identifies locations that are designated as Year-Round pick-up locations. Appendix B is the Bid Form for completion by the bidder and Exhibit C is the definition of the term "Recyclables."

4.0 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

The Work called for in these Bid Documents includes the pickup, transport and proper disposal of Waste Materials and Recyclables (as those terms are defined in Section 2.2 for Waste Materials and Appendix C for Recyclables) for those District facilities listed on Appendix A, as such Appendix may be modified by the District from time to time during the term of the contract between the District and the successful Bidder (the "Services"). The bid is for an initial three (3) year term with two (2) successive one (1) year optional extension terms that can be exercised by the District at the District's option. Bids are to be completed on the Bid Proposal Form contained in the Bid Documents. A copy of the bid with original signatures by any person and/or entity who is authorized by the bidder to sign Bid Proposal Form (hereinafter a "Bidder"), with all required information, attachments and exhibits, and including a bid bond prepared and submitted as required in Section 4.2, are to be submitted to the District in accordance with the requirements of the Bid Documents.

4.1 GENERAL

The Bid Documents include Sections 1. through Section 4, Appendix A (District Facilities); Appendix B (Bid Proposal Form); and Appendix C (Recyclables Definition).

Bids must be prepared on the attached Bid Proposal Form with all required attachments and information provided and submitted to the address as specified on the Invitation to Bid. Bids must be submitted in a sealed opaque envelope or container with the bid name, bid number and the date and time of the deadline for submitting bids noted on the exterior of the envelope or container. Only one Bid Proposal Form may be submitted by a Bidder. Bids must also include the original bid bond and all attachments required by the Bid Documents. Email, facsimile or telephone bids will not be accepted. Any incomplete bid, any reservations, exceptions or qualifications to the bid not permitted under the Bid Documents or any bid not complying with the instructions in the Bid Documents may be rejected by the District.

Any bid received after the deadline for submission of bids will not be considered, will be rejected and will be returned to the Bidder unopened. The risk of delivery rests solely on the Bidder. The District will not be responsible for late bids. The time stamp on the District's clock, maintained at the District Operational Services offices, shall be the official clock utilized to determine the close of the time for the submission of bids.

4.2 BID BOND

An original certified check or cashier's check payable to the Board of Education or a satisfactory original Bid Bond executed by the Bidder and acceptable sureties in an amount equal to five percent (5%) of the total amount of the bid shall be submitted with each bid. If an original cashier's or certified check or an original signed Bid Bond as required by this Section is not received by the District by the bid submission deadline, the bid will not be considered. The Bid Bond, cashier's check, or certified check will be retained as liquidated damages in case the Bidder awarded the Contract fails to furnish the required Performance Bond, insurance certificate, or sign the Contract within ten (10) days after notification of award.

4.3 DISTRICT'S RIGHT

The District reserves the right to accept or reject any or all bids or any part thereof and to waive any and all technicalities and irregularities, and award the bid based on its determination of the best interests of the District.

4.4 BID QUESTIONS

Any questions or requests for interpretation of this Bid and the Bid Documents must be submitted in writing and shall be submitted by e-mail to the question submission email box by 2:00 p.m. CT on the date designated on the cover page as the deadline for submission of questions. Answers to questions will be provided to all Firms known to District to have requested the Bid Documents, without indicating which Firm submitted the question.

The District has established the following communications requirements to ensure a fair and equitable process for all potential respondents. The email address listed on the cover page for submission of questions is the sole authorized channel through which questions regarding this bid may be submitted and answered. Questions submitted in any other form, including by hard copy, facsimile, or telephone, or submitted to any email address other than the one indicated on the cover page, will not be answered by the District. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District regarding any aspect of this bid prior to the deadline for submission of proposals may result in the disqualification of the Firm.

4.5 BID SUBMITTAL

Bids must be completed and submitted on the unaltered Bid Proposal Form attached to these Bid Documents. DO NOT SUBMIT BIDS ON ANY OTHER FORM. DO NOT ALTER THE OPS BID PROPOSAL FORM OR ANY OPS BID DOCUMENTS IN ANY MANNER. If a new Bid Proposal Form is issued by OPS by an Addendum to the Bid Documents, the new Bid Proposal Form must be used for bid submission, and using an earlier version of the Bid Proposal Form may result in the bid being rejected. Unless specifically allowed in

the Bid Documents, only one Bid Proposal Form may be submitted by any Bidder. All required information requested in the Bid Proposal Form must be furnished, together with the Bid Bond. Bids must be signed by an authorized signatory for Bidder and initialed and dated where indicated. Bids are to be submitted to the location specified on the first page of these Bid Documents by the time and date indicated on that page. Bids are to be submitted in a sealed opaque envelope or container addressed as specified on the first page of these Bid Documents with the required notation on the exterior of the sealed envelope or container. Bids submitted in any other form, including telephone, email, and facsimile bids, or bids submitted to an address other than the one indicated in these Bid Documents will not be considered. Bids must be submitted to the locked bid box by 2:00 p.m. Central time on the due date specified on the first page of these Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be discarded unopened. OPS is not responsible for ANY late bids due to delay in delivery. The bid must be RECEIVED by the time and date indicated on the Bid Documents. Please allow enough time for delivery. The risk of delivery rests solely on the Bidder. Late bids will not be accepted.

4.6 OPENING OF BIDS OR PROPOSALS

Bids will be opened and read aloud in public at the Omaha Public Schools District Operational Services, 3215 Cuming St, Omaha, Nebraska 68131, immediately following the close of bidding.

4.7 BID TABULATIONS

Attendees at the public reading of proposals may take notes. Alternatively, a personal inspection of the bids may be made after an award has been made and the documents have been placed in the District's central files. In lieu of a personal inspection, the tabulation sheet for an awarded bid may be obtained by request through the Purchasing Division of the District. The request for the tabulation sheet must be emailed to bidtabs@ops.org and must include the bid number in the email subject line.

4.8 WITHDRAWAL AND RESUBMISSION OF BIDS

Prior to the bid submission deadline, any Bidder may withdraw its bid by hard-copy written notification to the District's Operational Service Office, 3215 Cuming St, Omaha, Nebraska 68131. The notice shall state on the exterior of the envelope the following: "Withdrawal of bid for OPS Refuse and Recycling Pickup and Disposal at Various Locations, (Bid No. 27-005)." A bid withdrawal must be made by a Bidder prior to 2:00 p.m. Central time on the bid due date. Email, facsimile, telephone or verbal withdrawals will NOT be accepted and will be rejected. A bid addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is resubmitted prior to the deadline for submission of bids. After the opening of bids, the bids shall remain open and subject to acceptance by the District for one hundred twenty (120) days following opening and may not be withdrawn or modified by the Bidder prior to the expiration of such one hundred twenty (120) day period.

4.9 POST-BID EVALUATIONS

Prior to the recommendation to the Board of Education for the award of the bid, the District will review the qualifications and credible experience of the low Bidder in performing the same or similar services to ensure that the Bidder meets the experience required by the District in the Bid Documents. The District reserves the right to contact bidders to request clarity on compliant bid submissions on issues other than price; to request demonstrations or interviews; or to ask any Bidder to provide references of companies that contracted with the Bidder for similar projects, including the following information: Company Name(s), Contact Name, Phone Number, and Email Address.

4.10 BID AWARD

OPS reserves the right to reject any or all bids or any part thereof and to waive any and all technicalities and irregularities. Following Board of Education approval, the awarded Bidder shall be notified by the District via email. When the Contract with the District is executed, the successful Bidder shall provide the District with an Insurance certificate, as specified in Section 2.14 and a Performance Bond in a form satisfactory to the District, with acceptable surety.

The District will award the bid to a single Bidder for all locations shown on the Bid Documents.

4.11 BIDDER REPRESENTATION

In submitting a proposal, the Bidder represents that it has read the Bid Documents, that its bid is submitted in accordance with the instructions therewith, that the Bidder is familiar with the local conditions that may affect the bid and the performance of the work by the successful Bidder, and that the Bidder has all required governmental licenses, permits, and permissions to perform type of work required by the Bid Documents.

4.12 COLLUSIVE ACTIONS

The Bidder's signature on the bid is the Bidder's guarantee that the Bidder's proposal and its contents have been prepared without collusion with other actual and potential eligible bidders and without any effort to preclude the District from obtaining the goods and services specified in the Bid Documents at the lowest competitive price.

4.13 BID AWARD AND CONTRACT

The OPS Board of Education must approve all bid awards and contracts of $50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets the first and third Monday of each month for approval of bids and purchases. Approval or award of a bid by OPS or its Board of Education does NOT constitute a contract between OPS and the Bidder and no contract shall be deemed created, nor shall OPS be deemed obligated in any manner to Bidder, until such time as an Agreement is signed by Contractor and OPS, or a Purchase Order is issued by OPS if no separate Contract is required. Following the Board of Education's approval of the bid award, the successful Bidder shall be notified by the District via email. OPS will either sign an Agreement with or issue an official Purchase Order to the successful Bidder which, together with the other Contract Documents incorporated therein, will constitute the Contract with OPS for the purchase of

the Services specified in the Agreement or Purchase Order and will incorporate by reference into the Agreement or Purchase Order the Contract Documents (defined in Section 2.1 below). If an Agreement is to be executed, OPS will submit to the successful Bidder after the bid award the Agreement form that will be utilized by the parties. The Contract will be executed within ten (10) days from the date it is presented to the successful Bidder(s) for signature. When the Agreement with the District is approved by the Board of Education, the successful Bidder shall provide the District with an Insurance certificate for the insurance coverages as specified in Section 5.13 and a Performance Bond for 100% of the Contract sum using a form of bond and a surety acceptable to the District.

5.0 GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions, along with the remainder of the Bid Documents, will become a part of the Contract between the successful Bidder and District. The term “Contractor” as used herein means the successful Bidder that contracts with the District to furnish the Services being bid. A written Agreement will be entered into with the successful Contractor for the Services the Contractor is to supply (referred to in the Bid Documents and the Contract Documents as the “Agreement.”) The Agreement between OPS and Contractor and the Purchase Order that may be issued shall both incorporate by reference all of the Bid Documents together the Contractor’s completed Bid Proposal Form. The “Contract Documents” forming the Contract between the District and Contractor shall consist of the Agreement between the District and the Contractor, the Bid Invitation (Section 1.0), the Contract Specifications (Section 2.0), the Project Drawings and (Project Specifications (Section 3.0), the Bid Submission Instructions and Requirements (Section 4.0), the General Terms and Conditions (Section 5.0), Appendix A (District Facilities); Appendix B (Contractor’s Bid Proposal Form), Appendix C (Recyclables Definition), the Contractor’s Performance Bond and any subsequent modifications to the Contract Documents. In the event of a conflict between Contractor’s Bid Proposal and the remainder of the documents constituting the Contract Documents, then the remainder of the Contract Documents shall control.

All Services and work to be performed by Contractor shall be provided and performed in a good and workmanlike manner and in conformance with the requirements of the Contract Documents.

5.1 CONTRACTOR'S RESPONSIBILITY

Prior to commencing work under the Contract, Contractor shall furnish to the District the performance bond and the insurance certificates required by the Contract Documents.

Contractor shall repair any damage to the property and grounds of the District caused by Contractor or any subcontractor of Contractor resulting from the negligence of Contractor or its employees, agents or subcontractors while performing its services under the Contract Documents.

Contractor and each subcontractor shall at all times enforce strict discipline and good order among employees and shall not employ any unfit person to perform the services under the Contract Documents, or anyone not skilled in the assigned work. The District strictly prohibits

the illegal use of drugs, alcohol consumption, and the possession of permitted and/or non-permitted firearms within the boundaries of the District's property.

5.2 CHANGES IN THE WORK

No change in the Services required shall be made unless pursuant to a written change order that is approved by the District. No claim for an increase in the amount to be paid to Contractor or any extension of time to perform the work shall be valid unless allowed by such approved change order.

5.3 LABOR PRACTICES

It shall be the Contractor's responsibility to prevent any labor disputes due to the Contractor's actions at the job site. In this regard, Contractor shall adhere to the following minimal guidelines to avoid labor disputes.

(1) Become familiar with labor practices in existence at the job site as established by the existing contractors and ensure that these practices are in place and enforced at all times during the performance of the work specified in the Contract Documents.

(2) Use experienced, established workers and contractors for any work pertinent to the transportation, loading, unloading, distribution, and installation of all equipment necessary or required for the performance of the work and services specified in the Contract Documents.

5.4 EMPLOYEE CONDUCT

There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of District property. Contractor and any subcontractor shall always enforce strict discipline and good order among employees and shall not employ on the work site any unfit person or anyone not skilled in the work assigned. Clothing shall not depict profane or vulgar images, words, or phrases unsuitable for students or staff. The District strictly prohibits the illegal possession or use of drugs, alcohol consumption, and the possession of permitted and/or non-permitted firearms within the boundaries of District property. These requirements shall be enforced by the Contractor.

5.5 WORKER VERIFICATION

The Contractor contracting with the District shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall contractually require all subcontractor(s) performing work under such contract to also register and utilize such electronic verification system. The Contractor awarded the contract, and all of such Contractor's subcontractor(s) shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Contract. Any person whom the electronic verification system determines is ineligible or

not authorized to work in the United States shall not be permitted by the Contractor or any subcontractor to perform services in Nebraska under such Contract. The Contractor shall provide such reasonable documentation as District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the contract with the District.

5.6 EMPLOYEE CLASSIFICATION

The Contractor agrees to abide by the provisions of Neb. Rev. Stat. 48-2901 to 48-2912, also known as the Employee Classification Act. In compliance with the Act, the Contractor shall submit to District upon execution of this contract and upon request, an affidavit attesting that (1) each individual performing services for the Contractor is properly classified under the Employee Classification Act, (2) the Contractor has completed a federal I-9 immigration form and has such form on file for each employee performing services, (3) the Contractor has complied with section 4-114, (4) the Contractor has no reasonable basis to believe that any individual performing services for such Contractor is an undocumented worker, and (5) as of the time of this contract, the Contractor is not barred from contracting with the state or any political subdivision pursuant to section 48-2912. The Contractor acknowledges that a violation of the Act is grounds for rescission of this contract by District. The Contractor further acknowledges that providing a false affidavit under section 48-2911 to District may subject the Contractor to the penalties of perjury and upon a second or subsequent violation the Contractor shall be barred from contracting with the state or any political subdivision for a period of three years after the date of discovery of the falsehood. The Contractor shall require any and all subcontractors who perform work pursuant to the Contract to provide a similar affidavit, which shall be made available to the District upon request.

5.7 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to the District that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to the District that person’s immigration status, alien number and a copy of their USCIS documentation upon request by the District.

5.8 CIVIL RIGHTS

The Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. The Contractor agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which District receives federal financial assistance from the Department; and hereby gives

assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract Documents.

5.9 PERFORMANCE BOND

The Contractor shall furnish within ten (10) days of the award of the Contract a performance bond for the full and faithful performance of the work and the furnishing of the equipment required by the Contract Documents in a sum equal to the full amount of the Contract price for the initial Term of the Contract and for the two Extension Terms, executed by a corporate bonding company licensed to transact such business in the State of Nebraska and acceptable to the District. The expense of such bond shall be borne by the Contractor. If at any time, in the judgment of the District, a surety on such a bond becomes unable to perform its commitments under such bond, or is otherwise unacceptable to the District, the Contractor shall furnish a substitute bond, with acceptable surety, within ten (10) calendar days after receipt of written notice to do so. There shall not be a lapse in any bond furnished by Contractor.

5.10 FEDERAL TAXES

Where Federal Statutes exempt the District from the payment of excise or manufacturer's taxes on materials or equipment, the Contractor shall exclude the amount of any applicable Federal Excise or manufacturer's taxes from its bid. The District will furnish the Contractor, on request by the Contractor, the necessary exemption certificates to aid the Contractor in the recovery of any such Federal taxes paid by the Contractor for materials and equipment built into structures of the project or support the Contractor's failure to pay such taxes, as the case may be.

5.11 NEBRASKA STATE AND CITY SALES TAX

The District is a tax-exempt governmental unit. Bidder shall exclude from its bid all State of Nebraska and Local Option Sales and Use Tax for any of the services to be performed hereunder or for any equipment provided by Contractor for the use by the District of Contractor's services. The Bidder shall be responsible for payment of State of Nebraska and Local Option Sales and Use Tax for any materials which are used or consumed by Contractor in performing the Work for the District.

5.12 PAYMENT

Commencing in September 2027 and on or before the fifth day of each month during the Term hereof, Contractor shall submit to the District its invoice for Services performed under the Contract during the prior month. Payment of amounts due on the invoice will be presented for approval at the second Board of Education meeting held during the month in which the invoice was received by the District (or the first meeting for those

months in which only one Board meeting is scheduled), in an amount determined to be due under the Contract for the Services performed by the Contractor as reflected in the invoice. All undisputed amounts due shall be paid not later than forty-five (45) days from the date the invoice is received by District or if the amount of the invoice is disputed, then sixty (60) days from the date that the dispute regarding the amount due is resolved. For the invoices submitted for Services performed during the school year as defined by the District calendar during the Contract Term, Contractor shall bill the District actual Services performed for that billing period, adjusted by additions and deletions of scheduled pickups and missed pickups. Unless such missed pickup has been cured in the manner and in the time provided in Section 3.7 hereof, or is not considered a missed pick-up due to being caused by a Force Majeure Condition as defined in Section 2.23 hereof, amounts shall be deducted from Contractor's monthly billing for each such missed pickup in the billing period in an amount equal to the unit cost shown in the Contract for a school year pickup of an equal size container for the school year in which the missed pickup occurred. Bagged Waste Materials or Recyclable materials left adjacent to and on the outside of the container will be collected with regularly scheduled service and will be billed as provided in Section 3.5.16 in the Contract Documents. Contractor's invoice shall break out the billed amount per building and/or building number so that District can attribute Waste Materials pickup and recycling costs to each building. Invoice errors are to be resolved before the payment of the submitted invoice. Rental cost for compactors provided by Contractor will be billed monthly and must be shown separately on any invoice for such rental charges sent to the District by Contactor. If not shown, the compactor rental charge for the month invoiced on that invoice will not be paid.

5.13 INSURANCE

The Contractor shall at all times during the Contract Term maintain such insurance as will protect themselves, any subcontractor, and the District, from claims arising from property damage liability, and from claims for damages because of bodily injury, including death, which may arise from and during the operations under and during the Term of this Contract, including all Extension Terms, whether such operations be by the contractor or by any subcontractor or anyone directly or indirectly employed by either of them. This insurance shall be written in accordance with the limits of liability specified in the Contract Documents as outlined as follows and shall be written on an occurrence basis only. This insurance shall be written in accordance with the limits of liability specified in the following paragraphs. District shall be an additional insured on all insurance policies provided by Contractor. Contractor must at all times maintain the following additional insurance coverages:

Employer's Liability
$500,000 per accident
$500,000 disease, policy limit
$500,000 disease, each employee
Statutory Coverage for the State of Nebraska or where the project is located
Waiver of Subrogation in favor of the District.

Each Contractor shall maintain at its own expense during the Term of the Contract, including any option periods elected by the District, Workers' Compensation Insurance coverage, in the statutory amount required by the State of Nebraska, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Nebraska. The Workers' Compensation policy shall be endorsed to waive subrogation as

to the District. In case any work is subcontracted, the Contractor shall require subcontractors similarly to provide such insurance covering the subcontractor's obligations to his employees. Each Contractor shall furnish the District with a certificate on or before the date the Agreement is signed, that such Contractor is covered by Worker's Compensation insurance for protection of their employees as required by law.

Commercial General Liability
Bodily injury and property damage liability:
$1,000,000 per occurrence
$2,000,000 general aggregate
$2,000,000 completed operations aggregate

$1,000,000 personal and advertising injury
Commercial General Liability Coverage must include the following:

(1) General Aggregate to apply on a per project basis.
(2) District shall be named as Additional Insured on a primary and non-contributory basis including completed operations.
(3) Contractor agrees to waive its rights of recovery against District. Waiver of Subrogation in favor of (District) shall be added to the policy.
(4) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting provisions or endorsements.
(5) Products and completed operations shall be maintained for duration of work and shall be further maintained for a minimum period of two (2) years after final acceptance and payment.

Automobile liability coverage insuring both bodily injury and property damage with limits of liability per occurrence of at least $1,000,000 combined single limit. This insurance shall cover owned, non-owned and hired vehicles. Automobile liability insurance must also include insurance covering liability for transportation of asbestos containing materials.

Umbrella/Excess policy with limits of at least $2,000,000. Policy shall provide liability coverage in excess of the specified Workers' Compensation, Employers Liability, Commercial General Liability and Auto Liability. Waiver of Subrogation in favor of the District shall be added to the policy. Policy limits shall apply on a per project basis.

All insurance required must be written by a company or companies licensed to transact such business either on an admitted or non-admitted basis in the State of Nebraska which are acceptable to the District. District shall be named as an additional insured on all such policies on a primary and non-contributory basis. All required policies of insurance and the certificates must provide for at least thirty (30) days written notice to District of any change in or cancellation of or termination of the coverage or coverages. All insurance policies to be furnished by Contractor shall provide "occurrence" based coverage for all claims and not "claims-made" coverage. Contractor shall maintain such liability insurance, including products and completed operations coverage, for a period of two (2) years after final acceptance of the work and shall provide District with certificates evidencing such coverage.

All projects where price quotes were solicited by bid or proposal must submit an individual insurance certificate noting all required coverages in place for that particular project prior to commencing any work on the project.

Evidence of such insurance coverage in effect shall be provided to District prior to the commencement of any work in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s). Contractor shall provide a copy of all required endorsements naming District as an additional insured and waiving subrogation against District and its agents, officers, board members and employees. Contractor shall give at least 30 days prior written notice to District of cancellation, expiration or substantial reduction in coverage. All insurance policies shall be endorsed to obligate the insurance company to give District written notice at least 10 days prior to cancellation or non-renewal

Failure of District to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence provided by Contractor shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

By requiring insurance under the Contract, District does not represent that the coverage and limits required will necessarily be adequate to protect the Contractor's interests. Such coverage and limits shall not be deemed or construed to be any limitation on the Contractor’s liability to District for any claim.

Contractor will require that any subcontractor performing Services under a subcontract with Contractor maintain the same insurance coverages required of the Contractor with the same endorsements waiving subrogation against District and its agents, officers, board members and employees.

In the event, at any time, Contractor fails to provide any of the insurance coverages as required herein, or in the event that such insurance is cancelled for any reason, District shall have the right, but not the obligation, to procure and maintain such insurance for and in the name of Contractor. Contractor shall pay for all such insurance so procured, and in the absence of such payment, the amount thereof may be deducted from any payments owed to Contractor by District.

The amount of any self-insured retentions under any policy of insurance must be approved by and be acceptable to District.

5.14 COMPLIANCE WITH LAW

The Contractor, in performance of the services and furnishing the equipment called for in the Contract Documents, will comply with all applicable governmental laws, ordinances, regulations, and codes.

5.15 DEFECTIVE EQUIPMENT

The District shall have the right to reject the use by Contractor of any equipment furnished by Contractor that is damaged, defective, is not useable for the purpose intended or that does not comply with the Contract Documents. The Contractor shall be responsible for all repairs and replacements due to any damaged, defective or non-complying equipment supplied by Contractor for the entire Term of the Contract, including Extension Terms of the Contract elected by the District.

5.16 PERMITS

The successful Contractor shall be responsible for securing all necessary governmental permits, licenses and permissions required to perform the work. Fees are not assessed against the District for permits issued by the Permits and Inspections Division, City of Omaha.

5.17 THE DISTRICT'S RIGHT TO DO WORK

In addition to the other remedies allowed District under this Contract or at law, if the Contractor should neglect to prosecute the work properly or fail to perform any provision of this Contract, the District, after seven (7) calendar days' written notice to the Contractor may, without prejudice to any other remedy it may have, and without declaring a Contract default, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

5.18 INDEMNIFICATION

Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless the District and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any act or omission of the Contractor or the Contractor's agents, contractors or employees; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; or (iii) any injury to persons or property or loss of life caused by Contractor or by Contractor's agents, contractors or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of the District, or its employees, agents, or other contractors. This indemnity shall survive the expiration or termination of the Contract between Contractor and the District.

5.19 DISTRICT'S RIGHT TO TERMINATE CONTRACT

The Contractor shall be in default and the Contract with Contractor may be terminated by the District should any one or more of the following conditions occur:

(1) The Contractor should be adjudged as bankrupt.

(2) The Contractor makes a general assignment for the benefit of creditors.

(3) A receiver is appointed to take over the Contractor's affairs.

(4) The Contractor fails to prosecute the work with due diligence and carry the work forward in accordance with the project schedule and time limits set forth in the Contract.

(5) The Contractor fails to promptly pay any subcontractor or suppliers without justification.

(6) The Contractor fails to perform or comply with one or more of the provisions of the Contract.

In such cases, the District may serve written notice on the Contractor and the Surety on Contractor's performance bond stating its intention to exercise one or more of the remedies set forth in Section 2.21 and the grounds upon which the District bases its right to exercise such remedy.

5.20 DISTRICT REMEDIES FOR DEFAULT

In the event the District serves written notice referred to in 5.20 on the Contractor and the surety on the Contractor's Performance bond, the District may, without prejudice to any other right or remedy, exercise one or more of the following remedies.

(1) Upon giving such notice, the District may terminate the Contractor's right to perform the contract, which termination shall take effect immediately, whereupon the surety shall have the right to take over and perform the contract and see to it that all the deficiencies of the Contractor are corrected with due diligence and that the Contract is properly performed to the end of the Contract Term, including any extensions elected by the District for the contract amount. As between the District and Contractor, the cost of correcting such deficiencies shall all be borne by the Surety.

(2) If the surety does not commence performance of the contract within five (5) calendar days after notice of termination the District may itself take over the performance of the contract, take possession of and use all containers and other equipment and appliances on the building sites and perform the contract to completion by such means as it shall deem best, either by its own personnel or by use of a substitute contractor or contractors. In the event of such termination, the Contractor shall not be entitled to any further payment under the contract. If the District takes over the contract with its own personnel or through a substitute contractor and if the cost of completing the contract, including compensation for any other losses, damages or expenses incurred by the District through the default of the Contractor, exceeds the Contractor's remaining unpaid contract amount, the Contractor and its surety shall pay the difference to the District.

(3) If the Surety takes over the performance of the contract, either upon termination of employment of the Contractor or upon instructions from the District to do so, the provisions of the Contract Documents shall govern in respect to work done by the Surety, the Surety being substituted for the Contractor as to such provisions including provisions as to payment for the work and the provisions of Sections 5.19 and 5.20 as to the right of the District to do the work itself, or take control of the work.

(4) Nothing stated herein shall be deemed to waive, release or limit the District's right to recover from the Contractor or the Surety of any other loss, damage or liability that District may have incurred as a result of the Contractor's or Surety's default.

5.21 TERMINATION FOR CONVENIENCE

At any time during the Term of the Contract, the District may terminate the Contract for its convenience and without cause by written notice to Contractor given at any time during the Term if the Contract, which notice shall specify the effective date of termination. In the event that the District elects to terminate this Contract without cause, the District will remain obligated to pay Contractor for the Contract price for all Work that has been completed and accepted by the District up to the effective date of such termination. Contractor shall promptly remove its containers and compactors from District property at Contractor's cost. Upon removal of all such containers and compactors, the parties shall be released of further obligation under the Contract except for those obligations that are to survive termination and the obligations of the parties.

5.22 FORCE MAJEURE

Except for the obligation of Contractor and District to make payments due hereunder, neither the Contractor or the District shall be in default for its failure to perform or delay in performance hereof caused by strikes, lock outs, labor disputes, riots, imposition of laws or governmental orders, fires or acts of God ("Force Majeure Condition"), and the affected party shall be excused from performance during the occurrence of such Force Majeure Condition; provided, that if the Force Majeure Conditions only affects a portion of the buildings being serviced by Contractor, then Contractor will continue to provide services to the unaffected Buildings and the charges to the District shall be adjusted accordingly, and provided further if the Force Majeure Conditions persist for more than ten (10) days, the District may terminate this Agreement for convenience as provided in Section 5.22 hereof and without further penalty or liability or may use a substitute contractor as provided herein. In the event that Contractor is unable to perform its obligations under this Agreement as to any District building because of a Force Majeure Condition for two consecutive required pickups, District may, without terminating this Agreement, arrange for pickups from such buildings by one or more substitute contractors for so long as Contractor is unable to provide such service and the cost of such pickup shall be deducted from any amounts due Contractor, rather than being treated as a missed pickup.

5.23 ASSIGNMENT

Contractor shall not assign this Agreement, or any part thereof or any right thereunder, to any other person or entity without the prior written approval of the District. This Agreement may not be transferred by operation of law. Assignment of the Agreement shall not relieve Contractor of its obligations under this Agreement.

5.24 SUBCONTRACTING

Contractor may not subcontract all or any portion of the work to be performed under this Agreement without the prior written consent of the District. If Contractor intends to utilize subcontractors for the performance of any Services under the Contract, OPS shall have the right to review any subcontractors that the Contractor intends to use for this Contract. Any approved subcontractor shall meet all requirements of the Contract. Subcontractors selected by the Contractor will be the direct responsibility of such Contractor and not OPS. The responsibility for coordinating and managing the activities of a subcontractor lies with the Contractor and not OPS.

5.25 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during a bid procedure will include the Bid Documents, the Bidder's bid and any other document submitted by a Bidder to OPS, Bidder questions and OPS responses, any Agreement between OPS and the successful Bidder, any purchase order issued to the successful Bidder by OPS, or any other public record in the possession of OPS regarding this bidding and contracting process, whether created before or after the Bid Documents were issued by OPS and whether created by OPS, the bidders, or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. § 712.05. It shall be the sole responsibility of Bidder (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Bidder to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Bidder agrees to defend OPS in any legal challenge to such requested redactions at Bidder's own expense. The failure of a Bidder to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Bidder to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Bidder's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.26 RECORD RETENTION REQUIREMENT (4 YEARS) AND ACCESS TO FILES

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to OPS for a period of at least four (4) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the OPS Board of Education or any authorized representative of OPS, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of federal or state government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, OPS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

5.27 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between OPS and Contractor and of the Contract Documents without regard to its conflicts of laws principles. The Contractor who enters into the Contract with OPS or accept a Purchase Order from OPS shall irrevocably consent and submit to the personal jurisdiction of the state and federal courts of Nebraska. Any action brought to enforce or interpret any provision of the Contract Documents shall be brought in the state or federal courts located in Douglas County, Nebraska. The Contractor hereby acknowledges and agrees that the state and federal courts located in Douglas County, Nebraska, are proper and convenient forums in which to litigate any matter pertaining to the Bid Documents and the Contract Documents

BID PROPOSAL FORM SIGNATURE PAGE
BID NO.: 27-005

FIRM NAME: _____

ADDRESS: _____

_____

EMAIL ADDRESS: _____

PHONE #: _____ FAX #: _____

By: _____

Bids must be signed to be valid.

PRINT NAME: _____

TITLE: _____

The Bid Proposal Form, with all required attachments, shall be submitted in an opaque sealed envelope or container with the information listed below marked on the outside of the envelope or container:

BID NO.: 27-005
Refuse Pickup and Disposal at Various Locations

not later than: **Tuesday, December 2, 2:00 PM (CT)**

APPENDIX A
WASTE MATERIALS AND RECYCLING SCHEDULE

School	Address	Refuse Container Size	Number Pickup/ Week	Recycle Container Size	Number Pickups/ Week
30th St. Warehouse	4224 N. 30th Street				
Adams	3420 N. 78th Street	6 yd.	3	8 yd.	1
Ashland Park Robbins	5050 S. 51st Street	Compactor	3	8 yd.	2
Bancroft	2724 Riverview Blvd	6 yd.	4	8 yd.	1
Beals	1720 S. 48th Street	8 yd.	3	8 yd.	1
Belle Ryan	1807 S. 60th Street	6 yd.	3	8 yd.	1
Belvedere	3775 Curtis Ave.	8 yd.	4	8 yd.	1
Benson High	5120 Maple St.	8 yd.	5	8 yd.	3
Benson High	5120 Maple St.	8 yd.	4		
Benson High	5120 Maple St.	8 yd.	1		
Benson West	6652 Maple St	8 yd.	3	8 yd.	1
Beveridge	1616 S. 120th St.	8 yd.	5	8 yd.	2
Blackburn	2606 Hamilton	8 yd.	2	6 yd.	1
Bluestem	5910 S. 42nd	8 yd.	4	8 yd.	1
Boyd	8314 Boyd St.	8 yd.	3	8 yd.	1
Bryan High	4700 Giles Rd.	Compactor	3	8 yd.	2
Bryan High	4700 Giles Rd.	8 yd.	4		
Bryan Middle	8210 S. 42nd St	8 yd.	5	8 yd.	On-call
Buffett	14101 Larimore Ave	8 yd.	5	8 yd.	1
Buena Vista	5616 L St.	Compactor	5	8 yd.	2
Burke	12200 Burke Blvd.	Compactor	4	8 yd.	2
Burke	12200 Burke Blvd.	8 yd.	4		
Career Center @ TAC**	3230 Burt	8 yd.	2		
Castelar	2316 S. 18th St	8 yd.	3	8 yd.	1
Catlin	12736 Marinda St.	6 yd.	1	8 yd.	On-call
Central High	124 N. 20th St	Compactor	5	8 yd.	3
Central Park	4906 N. 42nd St	8 yd.	4	8yd.	1
Chandler View	7800 S. 25th St.	8 yd.	3	8 yd.	1
Columbian	330 S. 127th St	6 yd.	2	6 yd.	On-call
Conestoga	2115 Burdette St.	8 yd.	2	8 yd.	2
Crestridge	818 Crestridge Rd.	8 yd.	3	8 yd.	1
Davis	8050 N. 129th Ave	8 yd.	4	8 yd.	1

Distribution**	4514 S. 67th St	8 yd.	2	8 yd.	1
Dodge	3520 Maplewood Blvd.	6 yd.	3	8 yd.	1
Druid Hill	4020 N. 30th St	6 yd.	4	6 yd.	1
Original Druid Hill (SSP)	3030 Spaulding	8 yd.	2	8 yd.	1
Dundee	310 N. 51st Ave	8 yd.	3	8 yd.	1
Early Learning Center Gateway**	5810 S. 42nd St	8 yd.	1	8 yd.	1
Early Learning Center Kennedy**	3200 N. 30th St.	8 yd.	2	8 yd.	On-call
Early Learning Center Skinner**	4201 N. 34th St	8 yd.	1		
Edison	2303 N. 97th St	8 yd.	3	8yd.	1
Edu Care Indian Hill**	3110 “W” St	8 yd.	2		
Edu Care Kellom**	2123 Paul St.	8 yd.	2	8 yd.	1
Field Club	3512 Walnut St.	8 yd.	4	8 yd.	1
Florence	7902 N. 36th St	8 yd.	2	8 yd.	1
Fontenelle	3905 N. 52nd St.	6 yd.	5	8 yd.	1
Forest Station	1010 Childs Road West	8 yd.	3	8 yd.	1
Franklin	3506 Franklin St.	8 yd.	3	8 yd.	1
Fullerton	4711 N. 138th St.	8 yd.	3	8 yd.	1
Gateway	5610 S. 42nd St.	Compactor	5	8 yd.	3
Gifford Park	717 N. 32nd St.	8 yd.	3	8 yd.	1
Gilder	3705 Chandler Rd.	6 yd.	4	8 yd.	On-call
Gomez Heritage	5101 S. 17th St.	8 yd.	3	6 yd.	2
Hale	6143 Whitmore St.	8 yd.	5	8 yd.	1
Harrison	5304 Hamilton St.	6 yd.	2	8 yd.	1
Hartman	5530 N. 66th St.	6 yd.	5	8 yd.	1
Highland	2625 Jefferson St.	8 yd.	4	8 yd.	1
Indian Hill	3121 “U” St.	8 yd.	5	8 yd.	2
J.P Lord**	4444 Marinda	8 yd.	1	6 yd.	On-call
Jackson	620 S. 31st St	8 yd.	2	8 yd.	1
Jefferson	4065 Vinton St.	6 yd.	5	8 yd.	1
Joslyn	11220 Blondo St.	6 yd.	3	8 yd.	1
Kellom	1311 N. 24nd St.	8 yd.	3	6 yd.	2
Kennedy	2906 N. 30th St.	8 yd.	3	8 yd.	1
King	3706 Maple St.	8 yd.	4	8 yd.	1
King Science Center Magnet	3720 Florence Blvd.	8 yd.	5	8 yd.	1
Lewis & Clark	6901 Burt St.	8 yd.	5	8yd.	2
Liberty	2021 St. Mary’s Ave	8 yd.	4	8 yd.	2
Lothrop	3300 N. 22nd St.	8 yd.	3	8 yd.	1
Marrs MS	5619 S. 19th St.	8 yd.	4	8 yd.	3

Masters	5505 N. 99th St.	8 yd.	2	8 yd.	1
McMillan	3802 Redick Ave.	Compactor	3	8 yd.	1
Miller Park	5625 N. 28th Ave	8 yd.	3	8 yd.	1
Minne Lusa	2728 Ida St.	8 yd.	3	8 yd.	1
Monroe	5105 Bedford Ave	8 yd.	5	8 yd.	1
Morton	4606 Terrace Dr.	8 yd.	5	8 yd.	2
Mount View	5322 N. 52nd St	Compactor	2	8 yd.	1
Norris	2235 S. 46th St.	8 yd.	5	8 yd.	2
North	4410 N. 36th St.	Compactor	3	8 yd.	2
North	4410 N. 36th St.	8 yd.	6		
Northwest	8204 Crown Point Ave.	Compactor	5	8 yd.	1
Northwest	8204 Crown Point Ave.	8 yd.	1		
Oak Valley	3109 Pedersen Dr.	8 yd.	2	8 yd.	1
Parrish Alternative	4315 Cuming St.	6 yd.	1	8 yd.	On-call
Pawnee	7310 S. 48th St.	8 yd.	3	8 yd.	1
Picotte	14506 Ohio St.	8 yd.	2	8 yd.	1
Pine	810 Pine St.	8 yd.	3	8 yd.	1
Pinewood	6717 N. 63rd St.	6 yd.	2	6 yd.	1
Ponca	11300 North Post Rd.	8 yd.	1	8 yd.	1
Prairie Wind	10908 Ellison Ave.	8 yd.	5	8 yd.	1
Rose Hill	5605 Corby St.	6 yd.	3	8 yd.	1
Saddlebrook	14850 Laurel Ave.	8 yd.	2	8 yd.	1
Saratoga (ILP)	2504 Meredith Ave.	8 yd.	1	8 yd.	1
Service Center**	4041 N. 72nd St	8 yd.	2	8 yd.	On-call
Sherman	5618 N. 14th Ave.	8 yd.	1	6 yd.	1
Skinner Magnet	4304 N. 33rd St.	Compactor	3	8 yd.	2
South	4519 S. 24th St.	Compactor	5	8 yd.	3
South	4519 S. 24th St.	6 yd.	1		
Springlake	4215 S. 20th St.	8 yd.	5	8 yd.	2
Springlake	4215 S. 20th St.	8 yd.	3		
Springville	7400 N. 60th St.	8 yd.	3	8 yd.	1
Standing bear	15860 Taylor St.	Compactor	3	8 yd.	1
Sunny Slope	10828 Old Maple Rd.	8 yd.	3	8 yd.	1
Transportation – North**	3833 N. 72nd St.	6 yd.	3	8 yd.	1
Transportation – South**	5402 L Street	6 yd.	3	8 yd.	1
T.A.C**	3215 Cuming St.	8 yd.	5	8 yd.	2
U.S Mills	4301 N. 30th St.	8 yd.	On-call	8 yd.	On-call
Wakonda	4845 Curtis Ave	8 yd.	5	8 yd.	1

Walnut Hill	4355 Charles St.	8 yd.	3	8 yd.	1
Washington	5519 Mayberry St.	8 yd.	2	8 yd.	1
Westview	15800 Summit Plaza	Compactor	5	8 yd.	2
Westview	15800 Summit Plaza	8 yd.	1		
Western Hills	6523 Western Ave.	8 yd.	3	8 yd.	1
Wilson Focus	5141 “F” St.	8 yd.	2	8 yd.	1
North Transition program	4839 N. 72nd St			8 yd.	On-call
South Transition program	4875 “F” St.	8 yd.	1	6 yd.	On-call

** Year-Round Service

BID PROPOSAL FORM
Refuse and Recycling Pickup and Disposal at Various Locations
BID NO.: 27-005

Proposal of _____, a [ ] corporation organized and existing under the laws of the State of _____; a [ ] limited liability company organized and existing under the laws of the State of _____; a [ ] partnership, organized and existing under the laws of the State of ___ _____ ; or an [ ] individual (check appropriate box).

TO: Omaha Public Schools
District Operational Services
3215 Cuming St,
Omaha, NE 68131

The undersigned, having familiarized itself with local conditions affecting the cost of the Services at the place where they are to be performed and with the Contract Documents hereby proposes and agrees to perform everything required to be performed, and to provide and furnish all labor, materials, tools, equipment and services necessary to perform and complete in a good and workmanlike manner all of the services required by the Contract Documents for Refuse and Recycling Pickup and Disposal at Various Locations all in strict accordance with the Contract Documents as prepared by the Douglas County School District 001 ("District") for the consideration hereinafter set forth.

In submitting this Bid Proposal Form, the undersigned certifies to the District that the Bidder is complying with, and will continue to comply with, all applicable Fair Labor Standards set forth in Chapter 73 of the Nebraska Revised Statutes.

The undersigned agrees that this bid cannot be withdrawn and can be accepted by the District for a period of one hundred twenty (120) days subsequent to the opening of bids without the consent of the Board of Education. The undersigned further acknowledges that the District reserves the right to accept or reject any or all bids and any part thereof and to waive any and all technicalities and irregularities.

The undersigned proposes to furnish all labor, equipment, and materials (required to be furnished by the Contractor) and complete all Services as described and required by the Contract Documents for the following amounts.

APPENDIX B
BID FOR ALL SCHOOLS AND OTHER DISTRICT FACILITIES LISTED IN APPENDIX A

Bid for School Years, 2027-2028; 2028-2029; and 2029-2030; optional Extension Terms for 2030-2031 and 2031-2032.

2027-28 School Year - August 1, 2027 – July 31, 2028

Unit Cost: Per Waste Materials Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container_____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost: Per Compactor Pickup/Monthly Rental Fee:

6 yd. compactor _____ DOLLARS $ _____

Monthly rental fee_____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycling Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container_____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycle Contamination Fee:

_____ DOLLARS$ _____
AMOUNT IN WORDS NUMBERS

2028-29 School Year – August 1, 2028 – July 31, 2029

Unit Cost: Per Waste Materials Pickup:

6 yd. container _____DOLLARS $ _____

8 yd. container _____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost: Per Compactor Pickup and Monthly Rental Fee:

6 yd. compactor _____DOLLARS $ _____

Monthly rental fee _____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycling Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container _____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycle Contamination Fee:

$ _____ DOLLARS $_____
AMOUNT IN WORDS NUMBERS

2029-30 School Year – August 1, 2029 – July 31, 2030

Unit Cost: Per Waste Materials Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container _____DOLLARS $_____
AMOUNT IN WORDS NUMBERS

Unit Cost: Per Compactor Pickup and Monthly Rental Fee:

6 yd. compactor _____DOLLARS $ _____

Monthly rental fee _____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycling Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container _____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycle Contamination Fee:

_____ DOLLARS $_____
AMOUNT IN WORDS NUMBERS

(OPTION YEAR 1) 2030-31 School Year – August 1, 2030 – July 31, 2031

Unit Cost: Per Waste Materials Pickup:

6 yd. container _____DOLLARS $ _____

8 yd. container_____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost: Per Compactor Pickup and Monthly Rental Fee:

6 yd. compactor _____DOLLARS $ _____

Monthly rental fee _____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycling Pickup:

6 yd. container_____ DOLLARS $ _____

8 yd. container _____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycle Contamination Fee:

_____ DOLLARS $_____
AMOUNT IN WORDS NUMBERS

(OPTION YEAR 2) 2031-32 School Year – August 1, 2031 – July 31, 2032

Unit Cost: Per Waste Materials Pickup:

6 yd. container _____DOLLARS $ _____

8 yd. container _____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost: Per Compactor Pickup and Monthly Rental Fee:

6 yd. compactor_____DOLLARS $ _____

Monthly rental fee_____DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycling Pickup:

6 yd. container _____ DOLLARS $ _____

8 yd. container _____ DOLLARS $ _____
AMOUNT IN WORDS NUMBERS

Unit Cost Per Recycle Contamination Fee:

_____DOLLARS $_____
AMOUNT IN WORDS NUMBERS

Rental costs for additional compactors added by District during the Contract Term shall be the same monthly rental in effect for that size compactor the Contract year in which such compactor was added and as such rental is modified for any subsequent Contract years if the compactor rental extends beyond the current Contract year. Please include any additional information regarding the compactors to be provided to the District in an attachment to this Bid Proposal.

MISCELLANEOUS COSTS:

Cost to move or relocate containers:

	Year 1	Year 2	Year 3	Year 4 (optional)	Year 5 (optional)
Delivery Fee:	_____	_____	_____	_____	_____
Removal Fee:	_____	_____	_____	_____	_____

Relocation Fee: _____ _____ _____ _____ _____

Overage Charges*: _____ _____ _____ _____ _____

*Proposed charge is total cost per facility ____ or per bag _____ (check appropriate line).

_____
Initials

_____
Date:

Attachments:

1. Bid Bond
2. Information regarding compactors (optional)

[Signature page follows]

APPENDIX C
RECYCLABLES DEFINITION

RECYCLABLES must be dry, loose (not bagged), un-shredded, empty, and include ONLY the following:

Aluminum cans	Newspaper
PET bottles with the symbol #1 – with screw tops only	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.)	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
PP plastic bottles and tubs with symbol # 5 - empty	Uncoated printing, writing and office paper
Steel and tin cans	Old corrugated containers/cardboard (uncoated)
Glass food and beverage containers* – brown, clear, or green	Magazines, glossy inserts and pamphlets

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Porcelain and ceramics	Mirrors, window or auto glass
Light bulbs	Coated cardboard
Soiled paper, including paper plates, cups and pizza boxes	Plastics not listed above including but not limited to those with symbols #3*, #4*, #6*, #7* and unnumbered plastics, including utensils
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, and paper cups
Any paper Recyclable materials or pieces of paper Recyclables less than 4” in size in any dimension	Propane tanks, batteries
Cartons*	Aseptic Containers*

*** Glass may not be accepted in all locations. Cartons, aseptic containers and other plastics may be allowed if approved in writing by Contractor.**