



**INVITATION TO PROPOSERS AND REQUEST FOR PROPOSALS FOR
REFUSE DISPOSAL AND RECYCLING**

**MPS Purchasing Department
Ms. Kelly Ostrand-Purchasing Agent
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The Millard Public School District will accept proposals for Refuse Disposal and Recycling until **May 13, 2025, at 10:00 a.m.** (Local Time) at the Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137.

Responses shall be submitted via sealed proposals in an envelope or other appropriate packaging and clearly marked and identified as a proposal in response to **RFP RDR.25**, to Ms. Kelly Ostrand, Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137. Each response shall include one original (marked as “original”) and one copy of the proposal.

The proposals will be evaluated as set forth herein and follow-up interviews may be scheduled as determined by the Millard Public School District. A recommendation to the Chief Financial Officer is tentatively scheduled for May 20, 2025, at 10:00 a.m. (Local Time).

Any questions or requests for clarification **MUST** be submitted in writing to Ms. Kelly Ostrand, Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137, and/or may be emailed directly to kdostrand@mpsomaha.org on or before May 2, 2025 at 4:00p.m. All written questions and written responses will be posted on the District’s website and communicated to all potential proposers of record, through the issuance of a written addendum.

MILLARD PUBLIC SCHOOL DISTRICT

REQUEST FOR PROPOSALS NO.: **RDR.25**

OPENING DATE AND TIME: **May 13, 2025, at 10:00 a.m.** (Local Time)

SECTION 1 – PURPOSE AND PROCEDURES

- 1.1 **Purpose.** The purpose of this Request for Proposal (RFP) is to enter into a Contract with a qualified Vendor to provide waste material disposal and recycling services to the Millard Public School District (“District”) as further described in this RFP. Proposers may submit a proposed Contract for consideration. If a proposed Contract is submitted with the proposal, the acceptance of a proposal is contingent upon approval of all terms and conditions of the proposed Contract by the District’s legal representatives.
- 1.2 **Procedures.** All sealed proposals must be received by **May 13, 2025, at 10:00 a.m.** (Local Time) at the Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137. All written responses shall be clearly marked and identified as a proposal in response to **RDR.25**. Responses must be submitted to Ms. Kelly Ostrand, Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137. Each response shall include one original (marked as “original”) and one copy of the proposal.
- 1.3 **Schedule of Events.** The following is a tentative schedule for the award of this RFP and for the Project. Proposers will be notified of any changes in the schedule through a written addendum. The District reserves the right to postpone the opening of the proposal; however, such postponement does not change the schedule unless changed by written addendum.

EVENT	DATE and TIME
RFP is posted and published	April 22, 2025, 10:00 a.m.
Deadline for written questions Email Questions to: Ms. Kelly Ostrand, kdostrand@mpsomaha.org	May 2, 2025, 4:00 p.m.
Issuance of addenda via email to proposers of record and posting on District’s website: mpsomaha.org	May 6, 2025, 10:00 a.m.
Proposal Due Date and Opening: Support Services Center 13906 F Street at 10:00 a.m. (Local Time)	May 13, 2025, 10:00 a.m.
Proposal Evaluation Period (generally 7 to 10 business days) followed by recommendation to the Chief Financial Officer	May 20, 2025, 10:00 a.m.
Formal Award/Execution of Contract	May 21, 2025
Project Start Date/Implementation of Contract	July 1, 2025
Project Final Completion Date/End of Contract Term	June 30, 2028

- 1.4 **Questions and Requests for Clarification.** Any questions or requests for clarification MUST be submitted in writing to Ms. Kelly Ostrand, Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137, and/or may be e-mailed directly to kdostrand@mpsomaha.org on or before May 2, 2025 at 4:00 p.m. All written questions and written responses will be posted on the District’s website and emailed to all potential proposers of record, through the issuance of a written addendum. Proposers are responsible for checking this website prior to proposal submission. Failure to acknowledge all addenda may result in rejection of your proposal as being non-responsive. Any verbal communications are unofficial and non-binding on the District. The District will not be bound by oral responses to any inquiries or by written responses other than the posted and e-mailed addenda to this RFP.

SECTION 2 – SCOPE OF THE WORK - SPECIFICATIONS

- 2.1 **Scope of Work.** Provide labor, materials, equipment and incidentals for waste material pickup and disposal and recycling in accordance with the specifications described herein. Vendor shall provide documentation of their capabilities to provide recycling collection. Both waste material collection services and the capabilities for a recycling program will be taken into consideration in awarding this Contract. The Vendor shall ensure that adequate containers are provided, and removal is scheduled in such a manner to ensure overflow and odor does not happen with refuse and recycling services. Current container sizes and pick-up frequencies are listed as Exhibit E and Exhibit F of this document. This District reserves the right to alter the quantity and size of container(s) and number of pick-ups per week on a per location basis, as conditions may change.

Waste Materials. Waste Materials means all non-hazardous solid waste, organic waste, and if applicable, Recyclable Materials generated by Millard Public Schools Refuse Disposal and Recycling or at Millard Public Schools Refuse Disposal and Recycling’s Service Address(es). Waste Materials excludes, and Millard Public Schools Refuse Disposal and Recycling 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 regulation, (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 Millard Public Schools Refuse Disposal and Recycling’s Waste Materials, or (v) Special Waste not approved in writing by Vendor (collectively, “Excluded Materials”). Title to and liability for Excluded Materials shall remain with Millard Public Schools Refuse Disposal and recycling at all times. Title to Millard Public Schools Refuse Disposal and Recycling’s Waste Material is transferred to Vendor upon Vendor’s receipt of collection unless otherwise provided in this Agreement or applicable law.

Recyclables: Materials currently are defined as “mixed materials” include “broken down” corrugated cardboard, box board, white and colored office paper, computer paper, copy paper, telephone books, paperback books and workbooks, newspapers and inserts, magazines and catalogs, manila file folders, manila envelopes, mail, plastics and aluminum. Currently “mixed

materials” is collected at the sites listed in the document as Exhibit F and consideration must be given for future collection at District locations on a demand basis.

- 2.1.1 **Length of Contract.** The Vendor, to whom the work hereinafter described or specified shall consider the term of this Contract to be for a one (1) year period starting on July 1, 2025, and running through June 30, 2026. There is an option to renew for two (2) additional, one (1) year Contracts. The renewal options will be for Contract year 2026-2027 and Contract year 2027-2028.

Either party can cancel the Contract, without reason, at the end of each Contract year. Cancellation must be in writing and received 90 days prior to the end of each Contract year. Silence from both parties will be considered as acceptance for another Contract year at the same terms and conditions as noted on the Fee or Cost Proposal form. The resulting Contract from this Proposal can be canceled by the District at any time for cause. This Contract with the option to renew is not to preclude Vendors from proposing the lowest possible price based on current economic conditions. Anticipated economic conditions that may affect the terms of this Contract must be taken into consideration when proposing the renewal options of this Contract.

- 2.1.2 **Scheduling of Pick-ups.** The pick-ups shall be on a regular schedule determined by the District. All pick-ups must be completed at all locations by 12:00 p.m. (noon) daily. The District reserves the right to alter the schedule on a per school basis as needs arise. The District will notify Vendor in writing via email by 2:30 p.m. of any changes or to schedule extra pick-ups if required. The following schools shall not be picked up before 5:00 a.m.: Black Elk, Disney, Hitchcock, Rohwer, Upchurch, Wheeler and Willowdale.

- A. Refuse Pick-up. Current container sizes and pick-up frequencies are listed in this document as Exhibit E for informational purposes only and may be subject to change based on need as determined by the District.
- B. Recycle Pick-up. Current “mixed materials” and pick-up frequencies are listed in this document as Exhibit F for informational purposes only and may be subject to change based on need as determined by the District.

- 2.1.3 **Holiday Schedules.** The pick-ups for all locations on holiday periods shall be as follows:

- C. Fall Recess (per published District calendar): The normal schedule will be followed through Friday of the week before the start of Fall Recess. All locations will receive one (1) pick-up during the Fall Recess on a date mutually acceptable to the District and the Vendor. If the District requires regularly scheduled pick-ups at additional buildings during the Fall recess period, the cost of such pick-ups shall be charged at the Contract unit price.
- D. Thanksgiving Recess (per published District calendar): The normal schedule will be followed except that there will be no pick-ups on either Thanksgiving Day or on the Friday following Thanksgiving Day. If the District requires regularly scheduled pick-ups at additional buildings during the Fall recess period, the cost of such pick-ups shall be charged at the Contract unit price.

- E. Winter Recess (per published District calendar): The normal schedule will be followed through Friday of the week before the start of the Winter Recess. All locations will receive one (1) pick-up during the Winter Recess on date(s) mutually acceptable to the District and the Vendor. Extra pick-ups may be requested on an on-call basis. If the District requires regularly scheduled pick-ups at additional buildings during the Fall recess period, the cost of such pick-ups shall be charged at the Contract unit price.
- F. Spring Recess (per published District calendar): The normal schedule will be followed through Friday of the week before the start of the Spring Recess. All locations will receive one (1) pick-up during the Spring Recess on date(s) mutually acceptable to the District and the Vendor. If the District requires regularly scheduled pick-ups at additional buildings during the Fall recess period, the cost of such pick-ups shall be charged at the Contract unit price.
- G. Summer Recess (per published District calendar): During summer recess when regular school is not in session, there will be no regular pick-ups except for the Don Stroh Administration Center (DSAC), Ron Witt Support Services Center (RWSSC) and the Support Services Center (SSC). If the District requires regularly scheduled pick-ups at additional buildings during the summer recess period, the cost of such pick-ups shall be charged at the Contract unit price.
- H. Other Holidays: There will be no scheduled pick-ups on Memorial Day and Labor Day.

2.1.4 **Missed Pick-ups.** In the event Vendor misses a scheduled pick-up of containers and/or compactor, the District shall deduct from Vendor's monthly billing for each missed pick-up, an amount equal to the unit cost shown on Vendor's Cost Proposal form for a school year pick-up of the equal size container for the year in which the missed pick-up occurred. **A pick-up will be considered missed when the container and/or compactor is not emptied by noon on the scheduled pick-up day.** If adverse weather conditions prevent the Vendor from making a pickup, it will not be considered missed as long as the pick is made soon after weather conditions permit. **Vendor shall be required to notify the District before 10:00 a.m. on days of adverse weather conditions in order to not be charged for a missed pick-up.**

During the term of this Agreement, the District reserves the right to discontinue refuse pick-ups due to closing of school facilities. In the event of a closed building, the monthly amount to be paid to the Vendor under the terms of this Contract shall be reduced, proportionally. This proportional reduction shall continue each month while the school or schools are closed.

The Vendor acknowledges that the successful performance of this Contract is dependent upon establishing and maintaining a regular pick-up schedule at each location. The two optional one (1) year extensions, referred to in 2.1.1, will be contingent upon successful performance of establishing and maintaining regular times for pick-ups at individual locations.

2.1.5 **Vendors Responsibility.** The Vendor shall furnish all containers for storage of waste materials and recyclables at the designated buildings. Containers shall be placed in locations as designated by the District. Vendor shall keep all containers in good repair. Vendor will replace containers as

needed due to wear and tear, including rusted out containers, and containers with broken lids. All containers shall be removed, and steam cleaned at least one (1) time prior to the start of each school year. Additional steam cleaning will be performed by the Vendor at such times as it may be deemed necessary by the District to keep containers in clean and sanitary condition. The Vendor shall repair or replace container by the end of the next business day after reported damaged and/or vandalized container. All containers shall be marked with signage stating that containers are for use by Millard Public Schools only. Any person or persons illegally dumping will be prosecuted under ordinance 28-515 and 28-521.

- 2.2 **Prices.** All pricing in the proposal must include any and all delivery and shipping charges. This includes all costs of disposal, including land fill costs. Proposals should also identify all installation and service charges and must identify all other applicable fees, charges, costs, such as interest, and any contingent future price increases. Any fees, charges, costs and increases that are not specifically identified in the proposal are expressly rejected by the District. All prices quoted in the proposal MUST remain firm for the entire Contract term. Purchases by the District are not subject to Federal Excise Tax or State and Local Sales Tax. The District will furnish Tax Exemption Certificates upon request.

Please note that price may not be the sole determinant for the award. All proposals will be evaluated based upon criteria formulated around best value for the District, which may include consideration of criteria, including but not limited to: pricing, performance references, financial information, the quality and reliability of the product or service; the availability of repair or replacement parts; economic efficiencies which may result from standardization; compatibility with end users' needs; timely delivery; and/or compliance with District policies and rules and with any applicable law. The Contract will be awarded to the lowest responsive and responsible proposer whose proposal best meets the requirements, specifications and Contract terms contained in the RFP as determined by the District.

- 2.3 **Fee or Cost Proposal Form.** If attached to this RFP, the proposer shall complete the Form in its entirety. All proposals shall state a total price and shall clearly describe the manner in which such price has been determined, e.g., lump sum, unit cost, price formula. All pricing shall include all of the costs and expenses associated with the goods and services provided pursuant to the specifications in this RFP and the Contract. Any costs and charges not identified in the Fee Proposal Form are specifically rejected by the District. A "Fee or Cost Proposal Form" is being requested in this RFP and attached hereto as Exhibit "B".
- 2.4 **Discounts and Incentives.** Proposers may offer prompt payment discounts and other discounts and incentives in their proposals and such items will be considered. However, they may not be used to determine the lowest price. The District reserves the right to accept or reject any such discounts and incentives.
- 2.5 **Alternatives and/or Exceptions Form.** All proposers shall review the provisions and qualifications set forth in this RFP and if included, the Contract attached to this RFP. Proposals shall be based upon all provisions set forth in the attached Contract and in this RFP. If, however, any proposer wishes to propose an alternative method for providing goods and/or services, such proposer may provide such alternative in its proposal as an alternative, which shall be identified as

an “Alternative,” on the form titled “ Alternatives and/or Exceptions Form” and is attached hereto as Exhibit “A.” The proposer should specify all advantages for the District to any proposed alternatives, including a brief explanation why the proposer believes that such alternative would be more beneficial for the District and any experience the proposer it has with such alternatives. Any alternative will be considered and evaluated as part of the overall proposal. Failure to submit an “Alternatives and/or Exceptions Form” demonstrates that the proposer is willing and able to perform all provisions in their entirety as written. If the District deems an Alternative unacceptable in its sole discretion, it will be deemed non-responsive and rejected and will not be considered by the District.

If included in this RFP, All proposers shall also review the attached Contract to identify any terms in the Contract to which the proposer has an objection. Such objections shall be identified as an “Exception,” on the form titled “Alternatives and/or Exceptions Form” and attached hereto as Exhibit “A.” The proposer shall set forth the basis of the objection. Any exception will be considered and evaluated as part of the overall proposal. Failure to submit an “Alternatives and/or Exceptions Form” demonstrates that the proposer is willing and able to perform all provisions in the attached Contract in their entirety as written. If the District deems an Exception unacceptable, it must be withdrawn or the proposal will be deemed non-responsive and rejected.

- 2.8 **Submitted Contract.** If a proposer submits a proposed Contract with a proposal, the terms and conditions in this RFP and any addenda to this RFP shall be incorporated into the Contract submitted. If there is a conflict between the proposed Contract and this RFP and any addenda to the RFP, the terms of the RFP and addenda shall control. The District’s acceptance of any proposal that is submitted with a proposed Contract is contingent upon the review and approval of the proposed Contract by the District’s legal representative.
- 2.10 **Use of Pre-Printed Proposal Forms.** If a proposer anticipates using its own Pre-Printed Proposal Forms and intends for any terms and conditions set forth in any such Pre-Printed forms to be included in any Contract with the District, those forms must be submitted with the proposal. If no form is submitted, all terms and conditions in any such Pre-Printed forms that are used subsequent to entering a Contract are rejected by the District. The District’s acceptance of any proposal that is submitted with a Pre-Printed Proposal Form with additional terms and conditions is contingent upon the review and approval of the terms and conditions on the Form by the District’s legal representative.
- 2.11 **Payment.** Commencing August 1, 2025 and on or before the 15th day of each month during the term hereof, Vendor shall submit to the District its statement for services performed hereunder for the prior month. Payment will be made to the Vendor within forty-five (45) days of invoice approval. Vendor’s invoice shall break out the billed amount by building and building number so that the District can attribute refuse pick-up and recycling cost to each building.

SECTION 3 – QUALIFICATIONS

- 3.1 **Qualifications.** Each of the following items must be answered and the responses provided will be included in the criteria used by the District in selecting the Vendor.

3.1.1. Name and principal address of the company submitting the proposal, including the name and address of any parent company or affiliate which will be performing any portion of the work under the Contract.

3.1.2. Provide a bank/financial institution reference.

3.1.3. List any and all ownership interests held by your firm, its officers, or any related business entities, in any firm that may serve as construction manager or as an engineer, consultant, contractor, proposer, Vendor, or supplier in any capacity for the projects for the District listed herein.

3.1.4 Provide description of Vendor's company, including:

A. Size of company

B. Number of trucks and drivers

C. Number of mechanics and support staff

D. Location of main office and Omaha office

E. Emergency phone contact for direct access to the after-hours manager responsible for District account.

3.2 **Professional Experience.** The following items must be provided by the proposers in their responses and will be included in the criteria used by the District in evaluating proposals and selecting the Vendor or Contractor.

3.2.1. General business experience.

a. Time in business either in present business association form or its predecessors. Provide name of the predecessors.

b. Description of the principal business activities or functions, i.e., construction, architectural, engineering, sales, project management, etc.

3.2.2. Identify any previous experience in providing services and/or goods to K-12 public school districts. Please include the name of the school district, identify the services and/or goods provided to the district, the year(s) the goods and/or services were provided and the names of any references.

3.2.3. Provide the names of the members of your employees, agents and/or other consultants who will be primarily providing services to the District and/or servicing the District's account and/or person who will be the primary contact for the District. The District desires to see a correlation between the proposer's experience and the individuals assigned to service the District.

3.3 **Insurance.** All proposers providing services to the District shall be required to procure proof of insurance with the coverage and coverage limits as set forth below:

General Liability –

Limits of at least:

\$1,000,000 Per Occurrence

\$2,000,000 General Aggregate

\$2,000,000 Products and Completed Operations Aggregate

\$1,000,000 Personal and Advertising Injury

- Coverage shall be provided by a standard form Commercial General Liability Policy, covering bodily injury, death, property damage including loss of use, and personal injury.
- General Aggregate to apply on a “Per-Project or Per-Transaction Basis.”
- Vendor shall add the District as an “Additional Insured.” Such additional insured shall be primary and non-contributory to any other insurance in force or carried by the District.
- Waiver of Subrogation in favor of the District shall be added to the Vendor’s policy.
- Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- If any scope of the transaction occurs near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Automobile Liability –

Limits of at least: \$1,000,000 CSL per Accident

- Coverage shall apply to all Owned, Hired, and Non-Owned Autos
- If any scope of the transaction occurs near a railroad track, the 50’ railroad right of way exclusion must be deleted.

Workers Compensation –

Limits: Statutory coverage for the state where the project is located.

Employers Liability limits: \$100,000 Each Accident

\$100,000 Disease – Per Person

\$500,000 Disease – Policy Limit

- Waiver of Subrogation in favor of the District.

Umbrella / Excess –

Limits of at least: \$1,000,000 Per Occurrence

- 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 included.
- Pollution liability of \$1,000,000 if Vendor is using an owned or sub-contracted non-public transfer station or owned land fill.

Certificate of Insurance

Evidence of such insurance coverage in effect shall be provided to the District in the form of an ACCORD Certificate of Insurance executed by a licensed representative of the participating insurer(s). The certificate must be on file in the District’s Purchasing Department prior to any transaction. If for any reason such required insurance is cancelled, non-renewed or terminated, it is the sole obligation of the Vendor to provide immediate written notice to the District’s Purchasing Department.

By requiring insurance under this Contract, the Millard Public School District does not represent that the coverage and limits required will necessarily be adequate to protect the Vendor's interest. Such coverage and limits shall not be deemed or construed to be any limitation on the Vendor's liabilities under any indemnification obligations provided to the District under this Contract.

- 3.4 **Indemnification of the District.** Vendor agrees to indemnify, defend and save District and its Affiliates harmless from and against any and all liability which District or its Affiliates may suffer, incur or pay as a result of any bodily injuries (including death), property damage or violation of law, to the extent caused by any negligent act or omission or willful misconduct of Vendor or its employees, which occurs (a) during the collection or transportation of District's Waste Materials, or (b) as a result of the disposal of District's Waste Materials in a facility owned by Vendor or an Affiliate, provided that Vendor's indemnification obligations will not apply to occurrences involving Excluded Materials.
- 3.5 **Employee Work Eligibility Verification.** Pursuant to Neb. Rev. Stat. § 4-114, all Vendors of the District are required and hereby agree to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. § 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. Vendors are further required and hereby agree to include this same provision in every Contract with any subcontractor which will be physically performing services within the State of Nebraska in conjunction with the Contract with the District.
- 3.5.1 Pursuant to Neb. Rev. Stat. § 4-108, if the Vendor or subcontractor of the Vendor is an individual or sole proprietorship, then the following rule also applies:
- A. The individual or sole proprietor must complete the United States Citizenship Attestation Form, available on the Nebraska Department of Administrative Services website at www.das.state.ne.us.
 - B. If the individual or sole proprietor indicates on such attestation form that he or she is a qualified alien, the individual or sole proprietor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the individual's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3.5.2 The Vendor agrees that lawful presence in the United States is required and the Vendor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

- 3.6 **Disqualification for Debarment.** All proposers must not appear on the federal debarment list. If the proposer appears on the list, the proposer will be disqualified as a responsible proposer and or from contracting with the District.

SECTION 4 – GENERAL TERMS AND CONDITIONS

- 4.1 **RFP Schedule and Deadline.** All deadlines provided in this RFP shall be strictly enforced and any proposals that fail to adhere to the deadlines will not be considered and may be returned or disposed of by the District. The time clock in the District department accepting the delivery of responses to this RFP will serve as the official record of the time and date that sealed responses are received and will be the sole factor in determining if responses are received in time to be considered. Mailed proposals must allow for transit time to ensure receipt by the deadline. The District may postpone the opening of proposals for its convenience; however, such postponement shall not change the schedule or alter the deadlines set forth in this RFP.
- 4.2 **Lost or Misdirected Proposals.** The District is not responsible or liable for lost or misdirected proposals including responses that are delivered to the wrong address or department and/or do not contain appropriate designations and/or that are received after the deadline provided in this RFP. Any proposal submitted after the time specified for receipt or any misdirected proposal received after the deadline will not be considered and may be returned or disposed of by the District.
- 4.3 **Withdrawal.** Proposers may withdraw their proposals at any time before the date and time proposals are opened. No proposal may be altered, amended or withdrawn after the specified time for opening of proposals. Proposals must remain valid for up to 45 days after opening to allow for proper evaluation, reference checks, and preparation of recommendations.
- 4.4 **Rejection of Proposals and Waiver.** The District reserves the right to reject any and all proposals, and to reject any proposals that are non-responsive or not responsive, and to waive technicalities and formalities.
- 4.5 **Costs Incurred to Prepare the Proposal.** The District shall not be responsible for any costs associated with the preparation of responses to this request or any other costs incurred by any proposer prior to the execution of a Contract.
- 4.6 **Clarification of Opened Proposals.** To extent permitted by law, subsequent to the opening of the sealed proposals, discussions may be conducted between the District and any responsible and responsive proposer that submits a proposal that is determined to be reasonably susceptible of being selected for award. The purpose of any discussion will be for the purpose of clarification to assure full understanding of and responsiveness to the requirements set forth herein. In conducting such discussions, the District shall not disclose any information derived from proposals submitted by competing proposers. All discussions shall be conducted by the District Representative receiving the proposals or his or her designee(s).

- 4.7 **Public Record and Confidential/Proprietary Information.** Proposers are advised that the complete contents of all opened proposals will become public record and nothing contained in the opened proposals will be deemed to be confidential. Proposals shall not include any information in the proposals that is proprietary in nature or that they would not want to be released to the public. Proposals should therefore contain sufficient information to be evaluated without reference to any confidential or proprietary information. The District reserves the right to use ideas from any of the proposals in negotiating the final Contract.
- 4.8 **Inclusion of Confidential/Proprietary Information in Proposal.** The Proposer agrees to protect, defend, indemnify, and hold harmless the Millard Public School District and its respective officials, employees, agents and representatives, against loss, claim, liability in tort or by statute imposed, charge, cost or expense, including without limitation, attorneys' fees which may be incurred in connection with, or in any manner of any damage or loss arising from the proposer's disclosure of confidential and proprietary information in an opened proposal.
- 4.9 **Non-collusion.** By submission of a proposal, the proposer certifies that its proposal has been arrived at independently and submitted without collusion with any other proposer and that the contents of the proposal has not been communicated, nor to the best of its knowledge and belief, by any one of its employees or agents, to any person not an employee or agent of the proposer or its surety on any bond furnished herewith, and will not be communicated to any person prior to the official opening of the proposal.
- 4.10 **Addenda, Amendments and Changes to this RFP.** Any amendments and changes to this RFP will be through issuance of written addenda which will be which will be posted on the District's website and e-mailed to all potential proposers of record. The District will not be bound by any oral responses to inquiries or any written responses other than through the posted and issued addenda. While the District will use its best efforts to e-mail addenda, all proposers are responsible for ensuring receipt of all addenda and for checking the District's website prior to proposal submission. Proposers shall be required to acknowledge receipt of all addenda. Failure to acknowledge all addenda may result in rejection of a proposal as being non-responsive.
- 4.11 **Attention to Detail.** Proposers are instructed to carefully read all terms, conditions and specifications set forth in this RFP and attached exhibits. Any forms included with this RFP must be completed in their entirety and used for the intended purpose. Proposers are not allowed to substitute other forms or methods and any such substitutions may be cause for the disqualification of the proposal. Any correction made to a proposal (white out or strike through) must be initialed by an authorized representative of the company submitting the proposal or the proposal may be rejected. Each proposer shall furnish all information requested in this RFP.

SECTION 5 – SPECIAL TERMS AND CONDITIONS

- 5.1 **Non-Assignment.** The Vendor whose proposal is selected may not assign or otherwise transfer its duties under the Contract to others without the prior written consent of District.
- 5.2 **No Waiver of Contract Defenses.** The Vendor whose proposal is selected shall not request the

District to enter into any agreement in which the District waives any defenses available to District for the Vendor's breach or non-performance of the Contract and the parties stipulate and agree that the District expressly reserves the right to assert any and all Contract defenses.

- 5.3 **Termination for Lack of Funding.** The Contract entered into between the District and the Vendor shall be subject to an annual appropriation by the Millard Public Schools Board of Education. In the event that the funds necessary for the continuation of the Contract are not approved for expenditure in any year, the Contract will terminate on the last day of the fiscal year in which funding was approved without penalty to the District.
- 5.4 **Additional or Contrary Terms and Conditions.** Unless otherwise agreed to in writing by an authorized District representative, any terms and conditions contained in any contract documents that are submitted in response to this RFP which are in addition to or contrary to those set forth in this RFP or the District's attached Contract are hereby rejected. The District does not agree or assent to any terms and conditions on any submitted Pre-Printed Proposal Forms that are in addition to or in conflict with this RFP and any addenda, or to the attached Contract unless otherwise agreed to in writing by an authorized District representative.
- 5.5 **Compliance with Civil Rights, Equal Opportunity Employment and Nondiscrimination Laws and with District Policies and Rules.** The selected Vendor shall comply with all applicable Federal, State and local laws regarding civil rights and equal opportunity in employment. The Nebraska Fair Employment Act prohibits the District's contractors, Vendors and their subcontractors from discriminating against any employee or applicant for employment, with respect to hiring, tenure, terms, conditions and privileges of employment because of race, color, religion, sex, disability or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Act, and a breach of this provision shall be regarded as a material breach of the Contract. The Vendor further agrees to comply with all District policies and rules relating to prohibited conduct while on District property including but not limited to ~~wearing of Security Badges~~, harassment, discrimination and the prohibited use of alcohol and tobacco on District property.
- 5.6 **Estimated Quantities.** Quantities of any goods that are listed in this RFP or the quantities listed in other Contract documents are based on the District's best estimates made in good faith. The actual quantities required or ordered may vary from the estimated quantities and are not guaranteed.
- 5.7 **Installation of Equipment.** Unless otherwise agreed to, the Vendor shall provide and pay for all material, labor, tools, transportation, and handling necessary for the furnishing, delivery, assembly of, and installation of any equipment on District property related to the Contract. The Vendor shall complete inspection before, during, and after installation of equipment. The Vendor will be responsible for any damage to the District's premises as the result of equipment installation and shall repair and restore any area so damaged to its original condition in a time frame designated by the District. The Vendor will keep the premises and areas in which work is performed free from accumulated waste, tools, installation equipment, machinery, and surplus materials. The Vendor will remove all shipping and installation related trash from the premises. The District shall bear no risk of loss or damage during the period of transportation and installation, or during the

entire time any equipment is in the possession of District except when loss or damage is due to fault or negligence of the District. If damage or loss occurs to the installed equipment caused by the District's negligence, the Vendor will submit an invoice and a written damage evaluation to the District. If the damaged equipment can be repaired, the Vendor will invoice the District at the Vendor's lowest current price for parts and labor. If the equipment needs to be replaced, the District will negotiate with the Vendor to arrive at the depreciated value of the replacement equipment. District warrants that District's property is sufficient to bear the weight of Vendor's equipment and vehicles and agrees that Vendor shall not be responsible for any damage to District's pavement or any other surface resulting from the equipment or weight of the equipment.

- 5.8 **Nonperforming Equipment.** In the event that any installed device exhibits a tendency toward continuous breakdown or produces poor quality output for a period of one (1) consecutive week, the District reserves the right to require the Vendor to replace the device with a substitute that is acceptable to the District at no cost to the District.
- 5.9 **Force Majeure.** Neither Party shall be in default for its failure to perform or delay in performance caused by events beyond its reasonable control, including, but not limited to, imposition of laws or governmental orders, fires, acts of God, and inability to obtain equipment, and the affected party shall be excused from performance during the occurrence of such events; provided, that if the force majeure circumstances persist for more than thirty (30) days, the other Party may terminate this Contract without further penalty or liability.

EXHIBITS AND ATTACHMENTS

- A- Alternatives and Exceptions Form
- B - Fee or Cost Proposal Form 3 pages
- C - Signature Page
- D - Response Checklist
- E- Refuse Container List
- F- Recycle container List

EXHIBIT A Alternatives and Exceptions Form

RDR.25

INSTRUCTIONS: Proposer shall clearly identify any portion of the stated requirements within these documents that the Vendor either; a) proposes alternative products, services or methods, or b) takes specific exception to the requirements stated herein. In each case, Vendor shall provide the section number and paragraph number relating to the proposed alternative or exception. The District shall consider all Alternatives and Exceptions. However, if the District in its sole discretion decides not to accept the proposed alternative or exception, then it must be withdrawn and the section or paragraph number must be agreed to as specified or the proposal will be deemed non-responsive.

Section _____
Exception or Alternative:

Paragraph No. _____

EXHIBIT B Fee or Cost Proposal Form - RDR.25
Contract Year 2025-2026: July 1, 2025, through June 30, 2026

I acknowledge receipt of addenda _____ through _____ and have included the provisions in my Proposal. I have examined the RFP and other related documents, and I am familiar with the specifications and requirements contained therein.

TOTAL COST PER PICK-UP: TO INCLUDE PICK-UP, DISPOSAL AND CONTAINER RENT

WASTE MATERIAL: 2 cubic yard container \$ _____

4 cubic yard container \$ _____

6 cubic yard container \$ _____

8 cubic yard container \$ _____

OVERAGE: Per yard \$ _____

COMPACTOR: 6 cubic yard compactor cost per pick-up \$ _____

6 cubic yard compactor lease cost per month \$ _____

17 cubic yard compactor cost per pick-up \$ _____

17 cubic yard compactor lease cost per month \$ _____

PERMANENT ROLL OFF CONTAINER: 30 Yard 40 Yard
 On-Call Price per Haul \$ _____ \$ _____

TEMPORARY ROLL OFF CONTAINER: 20 Yard 30 Yard 40 Yard
 Total cost for On-Call Price per Haul \$ _____ \$ _____ \$ _____

THE DISTRICT RESERVES THE RIGHT TO AWARD REFUSE COLLECTION, ONLY.

RECYCLE MATERIALS:

2 cubic yard recycle container service \$ _____

8 cubic yard recycle container service \$ _____

Contamination Charge per Yard \$ _____

EXHIBIT B Fee or Cost Proposal Form - RDR.25
Contract Year 2026-2027: July 1, 2026, through June 30, 2027

I acknowledge receipt of addenda _____ through _____ and have included the provisions in my Proposal. I have examined the RFP and other related documents, and I am familiar with the specifications and requirements contained therein.

TOTAL COST PER PICK-UP: TO INCLUDE PICK-UP, DISPOSAL AND CONTAINER RENT

WASTE MATERIAL: 2 cubic yard container \$ _____

4 cubic yard container \$ _____

6 cubic yard container \$ _____

8 cubic yard container \$ _____

OVERAGE: Per yard \$ _____

COMPACTOR: 6 cubic yard compactor cost per pick-up \$ _____

6 cubic yard compactor lease cost per month \$ _____

17 cubic yard compactor cost per pick-up \$ _____

17 cubic yard compactor lease cost per month \$ _____

PERMANENT ROLL OFF CONTAINER:	30 Yard	40 Yard
On-Call Price per Haul	\$ _____	\$ _____

TEMPORARY ROLL OFF CONTAINER:	20 Yard	30 Yard	40 Yard
Total cost for On-Call Price per Haul	\$ _____	\$ _____	\$ _____

THE DISTRICT RESERVES THE RIGHT TO AWARD REFUSE COLLECTION, ONLY.

RECYCLE MATERIALS:

2 cubic yard recycle container service \$ _____

8 cubic yard recycle container service \$ _____

Contamination Charge per Yard \$ _____

EXHIBIT B Fee or Cost Proposal Form - RDR.25
Contract Year 2027-2028: July 1, 2027, through June 30, 2028

I acknowledge receipt of addenda _____ through _____ and have included the provisions in my Proposal. I have examined the RFP and other related documents, and I am familiar with the specifications and requirements contained therein.

TOTAL COST PER PICK-UP: TO INCLUDE PICK-UP, DISPOSAL AND CONTAINER RENT

WASTE MATERIAL: 2 cubic yard container \$ _____

4 cubic yard container \$ _____

6 cubic yard container \$ _____

8 cubic yard container \$ _____

OVERAGE: Per yard \$ _____

COMPACTOR: 6 cubic yard compactor cost per pick-up \$ _____

6 cubic yard compactor lease cost per month \$ _____

17 cubic yard compactor cost per pick-up \$ _____

17 cubic yard compactor lease cost per month \$ _____

PERMANENT ROLL OFF CONTAINER: 30 Yard 40 Yard

On-Call Price per Haul \$ _____ \$ _____

TEMPORARY ROLL OFF CONTAINER: 20 Yard 30 Yard 40 Yard

Total cost for On-Call Price per Haul \$ _____ \$ _____ \$ _____

THE DISTRICT RESERVES THE RIGHT TO AWARD REFUSE COLLECTION, ONLY.

RECYCLE MATERIALS:

2 cubic yard recycle container service \$ _____

8 cubic yard recycle container service \$ _____

Contamination Charge per Yard \$ _____

EXHIBIT C Signature Page

RDR.25

The undersigned, having carefully examined the specifications, all addenda thereto and other Contract documents, and having carefully examined the site(s) of work and become familiar with all local conditions including labor affecting the cost thereof, and having familiarized themselves with federal, state and local laws, ordinances, rules and regulations affecting performance of the work, do hereby propose to furnish all labor, mechanics, superintendents, tools, materials, equipment and transportation services necessary to perform and complete the following work and work incidental thereto in a workmanlike manner, as described in said specifications and other Contract documents.

The undersigned Vendor is complying with and will continue to comply with Fair Labor Standards as Defined in Section 73-104 R.S., Nebraska Statutes, in pursuit of all business, including execution of our Proposal, been based upon the provisions of the RFP contained herein.

Respectfully submitted,

Signature of Vendor:

a) If an individual doing business as:

b) If a partnership

(Member of Firm)

c) If a corporation

(Member of Firm)

(Name of Corporation)

ATTEST:

(Officer) (Title)

Federal I.D. #

Business address:

Phone number:

“CERTIFICATE”

A corporate Vendor, 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 Vendor.

(Name of Corporation)

EXHIBIT D Response Checklist

RDR.25

Each proposal shall be submitted sealed in an envelope or other appropriate packaging and clearly marked and identified as a proposal in response to **RDR.25**, to Ms. Kelly Ostrand, Millard Public Schools Support Services Center, 13906 F Street, Omaha, Nebraska 68137. Each proposal shall include one original (marked as “original”) and one copy of the proposal. The following items and/or documents must be included with the proposal to be considered a complete response:

1. A Cover Sheet
2. Fee or Cost Proposal Form
3. Listing of all Qualifications requested in Paragraph 3.1*
4. Listing of all Professional Experience requested in Paragraph 3.2*
5. Copy of current ACCORD Certificate of Insurance
6. Signature Page
7. Alternatives and Exceptions Form (only if proposing an alternative or exception to the provisions in this RFP and/or Attached Contract)
8. All items and/or documents requested in the “Scope of the Work” **

Each proposer is responsible for furnishing all information requested in this RFP. The District reserves the right to reject any and all proposals, and to reject any proposals that are non-responsive, and to waive technicalities and formalities.

Exhibit E Refuse Containers RDR.25

Elementary School Sites	Address	Container	Pick Up Days
Abbott	1313 N. 156th Street	6 Cubic Yard	MWTHF
Ackerman	5110 S. 156th Street	6 Cubic Yard	MTWTHF
Aldrich	506 N. 162nd Avenue	8 Cubic Yard	MWF
Black Elk	6708 S. 161st Avenue	8 Cubic Yard	MTWTHF
Bryan	5010 S. 144th Street	8 Cubic Yard	MWF
Cather	3030 S. 139th Plaza	6 Cubic Yard	MWF
Cody	3320 S. 127th Street	6 Cubic Yard	MWF
Cottonwood	615 Piedmont Drive	8 Cubic Yard	MTWTHF
Disney	5717 S. 112th Street	6 Cubic Yard	MWTHF
Ezra	14111 Blondo Street	6 Cubic Yard	MTWTHF
Harvey Oaks	15228 Shirley Street	6 Cubic Yard	MTWTHF
Hitchcock	5809 S. 104th Street	6 Cubic Yard	M TH
Holling Heights	6565 S. 136th Street	6 Cubic Yard	MTWTHF
Montclair	2405 S. 138th Street	6 Cubic Yard	MTWTHF
Morton	1805 S. 160th Street	8 Cubic Yard	MTWTHF
Neihardt	15130 Drexel Street	6 Cubic Yard	MTWTHF
Norris	12424 Weir Street	8 Cubic Yard	MWF
Reagan	4440 S.198th Avenue	8 Cubic Yard	MTWTHF
Reeder	19202 Chandler Street	8 Cubic Yard	MTWTHF
Rockwell	6370 S. 140th Avenue	6 Cubic Yard	MTWTHF
Rohwer	17701 F Street	6 Cubic Yard	MTWTHF
Sandoz	5959 Oak Hills Drive	8 Cubic Yard	MWF
Upchurch	8686 S. 165th Street	8 Cubic Yard	MTWTHF
Wheeler	6707 S. 178th Street	8 Cubic Yard	MWF
Willowdale	16901 P Street	8 Cubic Yard	MWF
Middle School Sites	Address	Container	Pick Up Days
Andersen MS	15404 Adams Street	8 Cubic Yard	MTWTHF
Beadle MS	18201 Jefferson Street	8 Cubic Yard	MTWTHF
Central MS (N)	12801 L Street	8 Cubic Yard	MTWTHF
Central MS (S)	12801 L Street	6 Cubic Yard	MTWTHF
Kiewit MS	15650 Howard Street	8 Cubic Yard	MTWTHF
North MS	2828 S. 139th Plaza	6 Cubic Yard	MTWTHF
North MS	2828 S. 139th Plaza	2 Cubic Yard	MWF
Russell MS	5304 S. 172 Street	8 Cubic Yard	MTWTHF
High School Sites	Address	Container	Pick Up Days
Keith Lutz Horizon High	5300 George B. Lake Pkwy	8 Cubic Yard	TF
North High	1010 S. 144th Street	4 Cubic Yard	W
North High – Southwest by Door 17	1010 S. 144th Street	6 Cubic Yard Compactor	MWF
North High - North End	1010 S. 144th Street	8 Cubic Yard	MTWTHF
North High - North End	1010 S. 144th Street	8 Cubic Yard	MTWTHF
South High	14905 Q Street	8 Cubic Yard	MTWTHF
South High	14905 Q Street	17 Cubic Yard Compactor	T
West High (N)	5710 S. 176th Avenue	6 Cubic Yard	W
West High (S)	5710 S. 176th Avenue	6 Cubic Yard	TTH
West High	5710 S. 176th Avenue	17 Cubic Yard Compactor	F
Support Building Sites	Address	Container	Pick Up Days
DSAC	5606 S. 147th Street	2 Cubic Yard	MWF
RWSSC	13737 Industrial Road	30 Cubic Yard Roll-off	Call basis
RWSSC	13737 Industrial Road	8 Cubic Yard	TF
RWSSC -Grounds	13737 Industrial Road	40 Cubic Yard Roll-off	Call basis
RWSSC Grounds	13737 Industrial Road	8 Cubic Yard	Call basis
RWSSC- Grounds	13737 Industrial Road	4 Cubic Yard	Call basis
RWSSC – Food Pantry	13737 Industrial Road	4 Cubic Yard	Call basis
SSC	13906 F Street	30 Cubic Yard Roll-off	Call basis
SSC	13906 F Street	6 Cubic Yard	T

EXHIBIT F Recycle Containers RDR.25

Elementary School Sites	Address	Container	Pick up Days
Abbott	1313 N. 156th Street	8 Cubic Yard	Every other Thursday
Ackerman	5110 S. 156th Street	8 Cubic Yard	Every Thursday
Aldrich	506 N. 162nd Avenue	8 Cubic Yard	Every other Thursday
Black Elk	6708 S. 161st Avenue	8 Cubic Yard	Every other Friday
Bryan	5010 S. 144th Street	8 Cubic Yard	Every other Friday
Cather	3030 S. 139th Plaza	8 Cubic Yard	Every other Thursday
Cody	3320 S. 127 Street	8 Cubic Yard	Every other Thursday
Cottonwood	615 Piedmont Drive	8 Cubic Yard	Every other Thursday
Disney	5717 S. 112th Street	8 Cubic Yard	Every other Thursday
Ezra	14111 Blondo Street	8 Cubic Yard	Every other Thursday
Harvey Oaks	15228 Shirley Street	2 Cubic Yard	Every Thursday
Hitchcock	5809 S. 104th Street	8 Cubic Yard	Every other Thursday
Holling Heights	6565 S. 136th Street	8 Cubic Yard	Every other Thursday
Montclair	2405 S. 138th Street	8 Cubic Yard	Every Thursday
Morton	1805 S. 160th Street	2 Cubic Yard	Every Thursday
Neihardt	15130 Drexel Street	8 Cubic Yard	Every other Thursday
Norris	12424 Weir Street	8 Cubic Yard	Every other Thursday
Reagan	4440 S.198th Avenue	8 Cubic Yard	Every other Monday
Reeder	19202 Chandler Street	8 Cubic Yard	Every other Friday
Rockwell	6370 S. 140 Avenue	8 Cubic Yard	Every Friday
Rohwer	17701 F Street	8 Cubic Yard	Every other Monday
Sandoz	5959 Oak Hills Drive	8 Cubic Yard	Every Friday
Upchurch	8686 S. 165th Street	8 Cubic Yard	Every Friday
Wheeler	6707 S. 178th Street	8 Cubic Yard	Every other Monday
Willowdale	16901 P Street	8 Cubic Yard	Every other Monday
Middle School Sites	Address	Container	Pick up Days
Andersen MS	15404 Adams Street	8 Cubic Yard	Every Tuesday/Friday
Beadle MS	1820 Jefferson Street	8 Cubic Yard	Every Monday
Central MS	12801 L Street	8 Cubic Yard	Every Wednesday
Kiewit MS	15650 Howard Street	8 Cubic Yard	Every Tuesday
North MS	2828 S. 139th Plaza	8 Cubic Yard	Every Wednesday
Russell MS	5304 S. 172 Street	8 Cubic Yard	Every Monday
High School Sites	Address	Container	Pick up Days
Keith Lutz Horizon High	5300 George B. Lake Parkway	8 Cubic Yard	Every other Thursday
North High (N)	1010 S. 144 Street	8 Cubic Yard	Every Thursday
South High	14905 Q Street	8 Cubic Yard	Every Wednesday/Friday
West High	5710 S. 176 Avenue	8 Cubic Yard	Every Monday
Support Building Sites	Address	Container	Pick up Days
RWSSC	13737 Industrial Road	2 Cubic Yard	Every other Friday
SSC	13906 F Street	8 Cubic Yard	Every Thursday