



THE BOARD OF EDUCATION FOR  
DOUGLAS COUNTY SCHOOL DISTRICT 0001  
(OMAHA PUBLIC SCHOOLS)

***INVITES BIDS ON:***

Mowers and Related Equipment

**BID NUMBER: 23-009**  
**BID DUE: Friday, October 7, 2022 at 2:00 PM CST**

Please include the bid number on all correspondence.

**Submit email electronic replies to locked bid box: [transportationbids@ops.org](mailto:transportationbids@ops.org)**

**DISTRICT OPERATIONAL SERVICES**

**PURCHASING DIVISION**  
3215 CUMING STREET  
OMAHA, NE 68131-2024  
PHONE – 531-299-9840

BID NUMBER: 23-009

DATE ISSUED: **August 24, 2022**DATE DUE: **Friday, October 7, 2022 at 2:00 PM CT**TITLE OF BID: **Mowers and Related Equipment**

**I. BID INVITATION:** Douglas County School District (Omaha Public Schools) (“OPS”) invites qualified suppliers to submit bids on Mowers and Related Equipment as specified in the Bid Documents. Bids must be submitted in accordance with the requirements stated in these Bid Documents. The Bid Documents include this Bid Invitation, the Bid Submission Instructions, the General Terms and Conditions, the Product Specifications, and the bid form.

**II. BID SUBMISSION INSTRUCTIONS:** To be considered, bids must be submitted in accordance with these bid instructions:

1. **Bid Preparation.** All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. **DO NOT SUBMIT BIDS ON ANY OTHER FORM.** Unless specifically allowed in the Bid Documents, only one bid form may be submitted by any bidder. All required blanks on the bid form must be completed and the final page of the bid form must be signed by an authorized representative of the bidder. All prices are to be rounded off to two decimal points. All prices should be quoted F.O.B. Omaha Public Schools delivery site or sites in Omaha, Nebraska. The amount bid shall be the total cost to OPS for the Products or services specified, and no additional amount will be paid by OPS to the successful bidder for the Product or service delivered to OPS at the delivery point specified. No bidder will be allowed to offer more than one price on each item and the price shall be for the quantity specified in the Bid form. If the bidder submits more than one price on any item, all prices for that item will be rejected. Even though a particular manufacturer’s name or brand is specified in the Bid Documents, bids will be considered on other brands of equal or better quality, unless the bid clearly indicates that a particular brand or product (NO SUBSTITUTE) is required. On all bids on which an alternate brand or Product is allowed to be proposed by a bidder, the bidder shall indicate clearly the product on which it is bidding, and shall supply a sample or descriptive data, to be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid. OPS reserves the right in its discretion to determine whether an alternate brand is acceptable. In the event the bid is for an item that requires a Safety Data Sheet (SDS), bidder shall include such SDS with bidder’s bid proposal. Bids that attempt to change, modify or add additional terms and conditions to the Bid Documents by conditioning a bid response upon the acceptance by OPS of contract terms attached to a bid response or referencing in a bid response certain contract terms on a web site shall be considered non-complying bids by OPS and may be rejected by OPS.

2. **Bid Questions:** Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to [transportationBidsQA@ops.org](mailto:transportationBidsQA@ops.org) by 2:00 p.m. CT on September 9, 2022. The communications requirements have been established by the District to ensure a fair and equitable process for all potential bidders. The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this bid may result in the disqualification of the bidder as a potential Contractor. Answers to questions will be provided to all potential bidders known to OPS to have requested the Bid documents, without indicating which potential bidder submitted the question.

3. **Bid Submission:** All bids must be submitted to OPS by email to the following locked e-mail bid box address: transportationbids@ops.org. Bids submitted to any other email address will be rejected. All electronically submitted bids must comply with the following requirements:

- a. The bid must be submitted in a pdf format.
- b. The anticipated delivery time for each of the Products being bid, measured from the date of the issuance of the purchase order, must be provided as an attachment to the bid.
- c. Detailed Product specifications for each Product being bid must be provided as an attachment to the bid.
- d. Warranty information for each Product being bid must be provided as an attachment to the bid.
- b. The bid must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "Bid Number: 23-009 for Mowers and Related Equipment."

Hard copy, facsimile and telephone bids will NOT be accepted. E-mail bids must be submitted to the locked e-mail bid box by the time and date specified on the bid documents. The time stamp on the District's email will be the official clock utilized to determine the time for the close of bidding.

4. **Bid Submission Deadline:** Bids are due at 2:00 p.m. Central time on the due date specified in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be rejected. OPS is not responsible for ANY late bids due to failure or delay in e-mail delivery. The bid must be received by the time and date indicated on the bid document. Please allow enough time for delivery. The risk of delivery rests solely on the bidder. Late bids will not be accepted. The time stamp on the District's email shall be the official clock for determining when the time for submission of bids has closed. If requested, a confirmation of receipt of the email bid submission will be provided to the bidder prior to bid opening.

5. **Bid Withdrawals and Resubmissions:** Withdrawal of a bid may be made by a bidder prior to 2:00 p.m. Central time on the due date. A withdrawal may only be done by the bidder via an e-mail message to the same locked e-mail bid box where the bid was originally submitted, with the notation of the subject line stating "Withdrawal of Bid for Mowers and Related Equipment, Bid No.23-009"; and actually received by the OPS Purchasing Division prior to the date and time the bid is due. A hard copy, facsimile or telephone withdrawal request will not be honored. An e-mail bid addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. Bids may only be withdrawn by written e-mail notice received by OPS prior to 2:00 p.m. Central time on the due date. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of bids. All bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for 120 days after the bid due date and may not be withdrawn prior to the expiration of such 120-day period.

6. **Bid Opening:** Those submitting bids will be provided with a link to a Microsoft Teams meeting so that bids can be opened in public immediately following the close of the time specified for submitting bids in the presence of the firms or representatives of the firms submitting bids.

7. **Bid Award:** OPS reserves the right to reject any or all bids or any part thereof and to waive any or all technicalities or irregularities. OPS reserves the right to make multiple awards to bidders for some of the Products specified, or may award the bid to one bidder for all Products. The OPS Board of Education must approve any 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. OPS will either sign a contract with the successful bidder or issue an official purchase order to the successful bidder, which will then constitute the contract with OPS for the purchase of the Product or Products specified in the contract or purchase order and will incorporate by reference the Bid Documents 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 official purchase order is issued to the successful bidder or a contract is signed by OPS, as applicable. If the Bid Documents specify that a contract will be entered into with the successful bidder, OPS will submit to the successful bidder after the bid award the contract form that will be utilized by the parties. The bid prices of the successful bidder will remain in effect for all orders for those Products awarded to the successful bidder if the

order is placed by OPS with the successful bidder within one hundred twenty (120) days after the bid award, even if the Product is delivered by the successful bidder after the end of the 120-day period.

8. **Collusive Bidding:** The bidder's submission of its bid response is the bidder's representation and guarantee to OPS that the prices quoted have been arrived at without collusion with any other eligible bidders and without an attempt to preclude OPS from obtaining the lowest possible competitive price, influencing the prices quoted by any other eligible bidder or discouraging other potential bidders from bidding.

9. **Bid Tabulations:** Bid tabulations are available for review, by appointment, in the Purchasing Division offices. Copies of the bid tabulations are available. The cost for a bid tabulation copy is \$5.00 for any tabulation up to 20 pages in length. There is an additional charge of \$.25 for each page in excess of 20 pages. Make checks payable to Douglas County School District 0001. Bidders may include a request for a bid tabulation copy with its bid response or may contact the OPS buyer to make a request. The buyer will notify the bidder regarding the cost of the bid tabulation, once it is known.

**III. GENERAL TERMS AND CONDITIONS.** The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the contract or purchase order between the successful bidder and OPS. The term "Contractor" as used herein, means the successful bidder that is issued a purchase order by OPS or who contracts with OPS to furnish the Products or services being bid.

1. **The Contract:** The contract or official purchase order of the OPS that is issued to the Contractor will constitute the contract with OPS for the purchase of the Product or services specified in the contract or purchase order and will incorporate by reference the Bid Documents. In the event of a conflict between the terms of the Bid Documents and the remainder of the purchase order, the remainder of the contract or purchase order shall control.

2. **Taxes:** OPS is exempt from state and city sale taxes and no sales taxes shall be included in the bid or collected from OPS. The OPS tax-exempt number is 05-0597767. OPS will provide the Contractor with its tax-exempt form upon request. Where Federal statutes exempt OPS from the payment of excise or manufacturer's taxes on materials or equipment, bidders shall exclude the amount of any Federal excise or manufacturer's taxes from its bid.

3. **Compliance with the Law:** Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes in the performance of the contract. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Products and services. Contractor represents that it is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (See 45 CFR part 76.) as the same may be amended from time to time.

4. **Invoices:** Invoices will not be submitted to OPS until the Products furnished to OPS that are included in the invoice have been delivered and accepted by OPS at the delivery point. All invoices must be sent in duplicate to the Accounts Payable Division and shall contain the OPS purchase order number on the face of the invoice. Invoices must be received by the District in sufficient time to allow at least 10 working days for approval and processing by the District prior to the Board date where approval is requested by Contractor for payment. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.

5. **Civil Rights:** 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. 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 OPS receives federal financial assistance from the Department; and hereby gives assurance that the Institution will immediately take any measures necessary to effectuate this Agreement. Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Contractor agrees not to discriminate in its employment practices, and will render services under this Agreement 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 with the Contractor.

6. **Employment Eligibility:** If the Contract with OPS requires physical performance of services in the State of Nebraska, as determined under Nebraska law, the Contractor awarded the contract 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. Contractor shall contractually require all subcontractors 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 subcontractors 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 Contractor nor any subcontractor to perform services in Nebraska under such contract. Contractor shall provide such reasonable documentation as OPS 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 these provisions will constitute a default under any contract awarded by OPS.

7. **No Assignment:** Contractor awarded the contract shall not assign the contract in whole or in part to any other person or entity without the prior written consent of OPS, which shall not be unreasonably withheld. No interest of Contractor in the contract shall be transferred by operation of law.

8. **Subcontracting:** 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 approved 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.

9. **Termination of Contract:** In the event that the Contractor awarded the contract fails or refuses to perform such contract according to its terms, or in the event such Contractor otherwise defaults in the performance thereof, OPS may, in addition to all other rights that it may have at law or equity, terminate such contract, and may enter into a contract with another vendor for the same product or service.

10. **Governing Law:** The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between OPS and Contractor, without regard to its conflicts of laws principles. Any action brought to enforce any provision of the Contract or otherwise concerning its formation or related to the same shall be brought in the appropriate courts of the State of Nebraska.

**IV. PRODUCT SPECIFICATIONS.** The Contractor will be expected to furnish the Products to OPS that comply with the following specifications:

1. **Products to be Furnished.** Contractor agrees that it will supply to OPS, upon execution of a contract with OPS or issuance of a purchase order, all of the Products listed in Contractor's bid response that were awarded to Contractor by OPS. The Products awarded to Contractor will be procured by OPS through an

OPS purchase order. Unless otherwise specified by OPS, the Products furnished by the Contractor shall be new and unused, in original packaging and shall conform to the specifications in the Bid Documents and in the Contractor's bid response that are a part of the Contract Documents. The Products will have all warranties required by the Contract Documents or otherwise provided by the Contractor and manufacturer, which manufacturer's warranty will be assigned to OPS at the time the Product is furnished.

2. **Quantities and Pricing.** The quantities of Products to be provided by Contractor are shown in the Contract Documents. Contractor agrees to furnish those Products awarded to Contractor by OPS in those quantities specified in the Contract Documents at the times specified by OPS. Contractor's price per item shall be the total amount to be paid by OPS for the Product item. Included the price for each Product shall be the cost of the Product purchased by OPS, transportation of the Product to the designated delivery site, any assembly to make the Product useable, removal from OPS property and disposal of all packaging, crates, containers and other packing materials, and shall also include the cost of providing all insurance coverage, duties, tariffs, brokerage charges and all costs for training OPS personnel in the use and operation of the Product, if training is required by the Product Specifications. Pricing for the awarded Products stated in the Contract Documents will remain in effect for all orders placed by OPS during the for 120 days period from award date. Orders for Products placed by OPS on or before the end of such 120-day period and which are not delivered to OPS prior to the expiration of the 90 day period, shall nevertheless be provided by Contractor at the Contract price and all terms and conditions of the Contract Documents shall apply to such order or orders. The Products will be delivered on or before the delivery date specified in Contractor's bid response.

3. **Delivery.** All Products ordered by OPS will be delivered directly to the individual location or locations specified by OPS within a delivery time from the date of the order. At the time of delivery, Contractor must provide a bill of sale transferring title to the Product to OPS free and clear of any encumbrance and include care and maintenance materials for each Product delivered. Delivery may be made to OPS only after a valid purchase order has been issued by OPS. In the event that the multiple orders of a Product are specified, a valid purchase order will need to be issued for each order. All bids are to be quoted F.O.B. Omaha Public Schools delivery site or sites in Omaha, Nebraska. No additional shipping charges will be allowed. The specific delivery sites will be stated in the purchase order. If not stated, then the delivery site shall be the OPS warehouse at 4515 South 68th Street, Omaha, Nebraska 68117. All deliveries must be made between the hours of 8:00 am and 3:30 pm Central time on those days when OPS is open for the conduct of business. Contractor must adhere to any delivery date specified in the purchase order or in Contractor's bid response, if indicated. Ownership of all Products shipped to OPS passes to OPS at the time delivered and accepted by OPS at the delivery point. All risk of loss to any Products will remain with the Contractor until accepted by OPS at the delivery point.

4. **Safety Data Sheets:** Contractor shall furnish OPS with at least one hard copy of safety data sheets (SDS) as stated in 29CFR 1910.1200 or under the GHS, for each product, chemical substance, mixture, preparation or material requiring a SDS directly to Environmental, 4041 N. 72nd Street, Omaha, NE 68134. Electronic submittals are also acceptable – send to [safetydatasheets@ops.org](mailto:safetydatasheets@ops.org). Contact Environmental at 531-299-0180 for further directions.

5. **Product Specifications:** The Products to be supplied to OPS must meet or exceed the following Product specifications:

**Compact Utility Tractor**

- Air conditioned and heated cab
- Adjustable seat for weight and height
- Turn signals and flashing warning lights
- Taillights for road transport
- Slow moving vehicle (SMV) sign for road transport
- Power steering
- 4-wheel drive
- Minimum 60 hp diesel engine
- Dual rear selected control valves

- Liquid cooled engine
- Hydrostatic transmission with power shuttle
- Draw bar and 3-point hitch
- Mechanical rear differential lock
- Lawn turf tires
- Wheel weights
- Repair manual
- Warranty

**Wing Grooming Mower Flex** (to accompany to the Compact Utility Tractor)

- Type: Flex-wing rear discharge
- Cutting width 12 ft.
- Minimum blades overlap 1 inch
- Drive type Gear box over v-belt
- Cutting height adjustment
- Anti-scalp wheels
- Tractor horsepower: 30-80 hp
- Tractor PTO speed minimum 540 rpm
- Hitch: Drawbar
- Hitch adjustments self-leveling, multi-position
- Warranty: Minimum 2-year blade spindle
- Warranty: 4-year gear box

**Large Front mower Tractor with Four-wheel drive:**

- Diesel engine, Commercial grade mower
- Three-cylinder engine
- Minimum 37 HP
- Hydrostatic 4-wheel drive
- Integrated cab with air conditioning and heat
- Wiper blade
- Lights
- Alternator 95 amp
- 72" front mower deck
- 72" snow blade
- 12 v battery
- Hydraulic lift and angle
- Four-wheel drive
- Side or rear discharge
- Minimum 24 month-warranty
- Repair manual

**Medium Tractor with four-wheel drive:**

- Diesel powered engine
- Three-cylinder
- Minimum 24 HP engine
- Four-wheel drive
- 12v battery
- 54" mower deck
- 54" snow blade
- Hydraulic lift and angle (to angle snow blade)
- Side or rear discharge

- Minimum 24 month-warranty
- Repair manual

**Small Tractor two-wheel drive mower:**

- Two Cylinder engine riding tractor with electronic fuel injection (EFI) Riding tractor with
- Minimum 24 HP engine
- Two-wheel drive
- Unleaded Gasoline
- 12v battery
- Power steering
- Hydraulic lift
- Hydrostatic transaxle
- 48" mower deck
- 48" snow blade
- Angle kit (angles the snow blade)
- Chains for rear tires
- Weights to weigh down the tractor to avoid losing control on ice
- Side or rear discharge
- Minimum 24 month-warranty
- Repair manual



## BID NO.: 23-009 Mowers and Related Equipment

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  
 Purchasing Division  
 3215 Cuming Street  
 Omaha, Nebraska 68131-2024

The undersigned, having familiarized itself with conditions affecting the cost of furnishing the Mowers and Related Equipment specified and the delivery costs thereof hereby proposes and agrees to furnish the Mowers and Related Equipment listed below, as and when ordered by OPS, at the prices listed below, in strict compliance with the Bid Documents.

The undersigned further certifies that the firm is capable of performing the contract with OPS if awarded the bid and can meet the needs and requirements of OPS, that it understands the requirements of the bid documents and that other factors specified in the bid documents, in addition to the cost of the Products, may be considered in determining the successful bid or bids. The undersigned further acknowledges that once the bid is opened, it shall remain open and subject to acceptance by the OPS for one hundred twenty (120) days and may not be withdrawn or modified prior to the expiration of such one hundred twenty (120) day period. The undersigned further acknowledges that OPS reserves the right to reject any or all bids and any part thereof and to waive any or all technicalities and irregularities.

PRODUCT ITEM DESCRIPTION	MANUFACTURER AND MODEL NUMBER	QTY	UOM	UNIT PRICE	EXTENDED PRICE
Compact Utility Tractor		1			
		1			
Wing Grooming Mower Flex					
Large Front Tractor Mower with Four-wheel Drive		1			
Medium Four-Wheel Drive Tractor Mowers		14			
Small Two-Wheel Drive Tractor Mower		17			

**Attachments:**

1. Delivery time for Products being bid.
2. Product Specifications.
3. Warranty information.

# SIGNATURE PAGE

**BID NO.: 23-009**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*Bids must be signed to be valid.*

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

CONTRACT NAME: \_\_\_\_\_

*Please note below which contact the pricing above is based upon.*

Acknowledge Receipt of Bid Addendum:

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**BID NO.: 23-009**

## **Mowers and Related Equipment**

and e-mailed to:

BID LOCK BOX: **transportationbids@ops.org**

**(CT) on October 7, 2022 at 2:00 PM CST**