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

INVITES BIDS ON:

Forklift and Reach Lift

BID NO.: 24-068

Mandatory Pre-Bid Meeting: Thursday, May 30, 2024 at 10:00 a.m. at
OPS Distribution and Supply Center located at 4515 South 68th Street, Omaha 68117

BID DUE: Thursday, June 27, 2024 at 2:00 PM CST

Please include the bid number on all correspondence.

Submit email electronic replies to locked bid box:
transportationengineequipmentbid@ops.org
I. **BID INVITATION:** Douglas County School District (Omaha Public Schools) ("OPS") invites qualified suppliers to submit bids on one new Forklift and one new Reach Lift (referred to herein as the "Products") 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, all required attachments included 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 in Omaha, Nebraska. The amount bid shall be the total cost to OPS for the Product or services specified, and no additional amount will be paid by OPS to the successful bidder for the Product and services 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 Documents 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 for the proposed substitute, to be attached to the original copy of the bid where applicable. If the bidder fails to submit the above information or if OPS determines that the proposed substitute Product is not acceptable, the bid may be rejected by OPS. 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 transportationengineequipmentbidQA@ops.org by at 2:00 p.m. CT on Thursday, June 6, 2024. OPS will not respond to questions received after this date and time. The communications requirements have been established by OPS 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 OPS who can respond to questions regarding this bid. Any attempt to communicate or contact any Board Member, employee, or consultant of OPS 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: transportationengineequipbid@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 bid must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: “Bid for Forklift and Reach Lift, Bid Number 24-068.”
   c. The bid must have the following attachments submitted with the bid:
      i. Manufacturer’s specifications for the Product proposed by the bidder;
      ii. List of variances from Minimum Specifications (if any); and
      iii. Manufacturer’s warranty information for the Product.

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

4. **Variance from Minimum Specifications:** The Product Specification portion of the Bid Documents contains the minimum specifications for the Product. If the Product that is proposed to be furnished by a bidder varies from these minimum specifications, then the Product proposed must meet or exceed the requirements of the minimum specifications. OPS reserves the right to determine equivalence in evaluating any variance in the Product proposed by a bidder in its bid proposal and whether the proposed Product either meets or exceeds the minimum specifications. If OPS determines that the Product proposed by a bidder is not the equivalent or does not exceed the minimum specifications, that bid will be rejected. Bidders shall include with their bid response attachments detailing the specifications of the proposed Product and listing any variances from the minimum specifications.

5. **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 returned unopened to the bidder. 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 Documents. 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 OPS email system shall be the official clock for determining when the time for submission of bids has closed.

6. **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 bid withdrawal may only be done by the bidder by a written notice to OPS sent 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 of the email message stating “Withdrawal of Bid for Forklift and Reach Lift, Bid Number 24-068” and actually received by the OPS Purchasing Division prior to the date and time the bid is due. A hard copy, facsimile, telephone or oral 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 actually received by OPS prior to 2:00 p.m. Central time on the bid 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 90 days after the bid due date and may not be withdrawn prior to the expiration of such 90-day period.

7. **Bid Opening:** Those submitting bids may attend the bid opening by accessing Microsoft Teams meeting by dialing +1-402-509-3892, within the United States, Phone Meeting Conference ID: 410 112 13# Bids will be opened in public at the Omaha Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska, 68131 immediately following the close of the time specified for submitting bids. Bidders may also attend the bid opening in person.
8. **Bid Award:** OPS reserves the right to reject any or all bids or any part thereof and to waive any technicalities. This is an all or nothing bid. After bid opening and evaluation of the bids submitted, a recommendation will be made to the Board of Education as to the bidder that the administrative staff is recommending to the Board for award of the Bid. 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 or issue an official purchase order to the successful bidder which will 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 documents constituting the Contract Documents (as defined in Section III.1. below). 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 which must be signed and returned to OPS within ten (10) days after receipt.

9. **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.

10. **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 issued by OPS to Contractor will constitute the “Contract” with OPS for the purchase of the Product(s) and/or service(s) specified in the Contract (references to the “Contract” will be deemed to include a purchase order when Products are ordered exclusively by purchase order without a separate Contract). The Bid Documents and Contractor’s completed bid form are incorporated into the Contract by reference (all of the foregoing documents together with the executed Contract are collectively referred to in the General Terms and Conditions, the Product Specifications and the Contract as the “Contract Documents”). In the event of a conflict between the terms of the Contractor’s bid and the other Contract Documents, the terms and conditions of the other Contract Documents 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 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 approved and processed at least ten (10) workdays prior to the next Board date where approval will be requested for payment. Payments are generally issued the Tuesday following the Board meeting where payment is approved. The Board generally meets 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. **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 OPS 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 OPS that person’s immigration status, alien number and a copy of their USCIS documentation upon request by OPS.

8. **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 OPS may withhold in its sole discretion. If approved, the assignee must be able to deliver the Product for the Contractor’s bid price and pursuant to the terms of the Contract. No interest of Contractor in the Contract shall be transferred by operation of law.
9. **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.

10. **Termination of Contract:** In the event that the Contractor awarded the contract or is issued a purchase order fails or refuses to perform such contract or purchase order 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 or purchase order, and may enter into a contract with another vendor for the same Product or service. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract. Any additional costs incurred by OPS in obtaining such Products or services from a substitute contractor, shall be paid by Contractor to OPS, in addition to any other damages that OPS may have suffered due to such default.

11. **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 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, State of 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 or the Contract.

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

1. **Products to be Furnished.** Upon execution of a contract with OPS, Contractor agrees that it will supply to OPS, if and when ordered from Contractor by OPS, the Products listed in Contractor’s bid response that were awarded by OPS. The Products furnished by the successful bidder shall be new and unused, free of defects, and shall conform to the specifications in the Bid Documents and in the Contractor’s bid response. The Products will have all warranties required by the Bid Documents or otherwise provided by the Contractor and manufacturer, which manufacturer’s warranty will be assigned to OPS at the time the Products are furnished. Contractor’s price per Product shall be the total amount to be paid by OPS for each Product and any other product to be supplied with the Product, including all warranties, shipping of the Product and any related products to the delivery location, and shall also include the cost of providing all insurance coverage, duties, tariffs and brokerage charges necessary to complete delivery to OPS.

2. **Quantities and Pricing.** Contractor will furnish Products as specified in the Bid Documents pursuant to its Contract with OPS. Pricing for the Product will be furnished at the Contractor’s bid price for all orders placed by OPS during the period of 90 days after the bid has been awarded.

3. **Delivery:** The Products to be ordered by OPS will be delivered directly to the individual location specified by OPS and within a delivery time specified by OPS from the date of order and shall be unloaded and placed by Contractor in the location specified by OPS. Contractor is to include care and maintenance materials for the Product when the Products are delivered. Delivery may be made to OPS only after a valid purchase order has been issued by OPS for the Product ordered by OPS. The Contractor’s bid price for the Product shall be F.O.B. Omaha Public Schools delivery site in Omaha, Nebraska, which price must include all shipping charges to the delivery site. No additional shipping charges will be allowed. The delivery site shall be the OPS Transportation facility at 3833 N 72nd St, Omaha, NE 68134. 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. Contact Environmental at 531-299-0180 for further directions.

5. **Minimum Specifications.** The Products to be provided by Contractor must comply with the following minimum specifications. If Contractor proposes a Product in the Contractor’s bid response that varies from the minimum specifications, the Product Contractor provides must meet or exceed the Product minimum specifications stated below and must be the same Product as Contractor proposed in its bid response. The furnished Product must be new and unused. The following are the OPS minimum specifications for the Products:

**Forklift Minimum Specifications**

1. 4-wheel sit down electric truck.
2. Minimum capacity of 3,000 lbs.
3. Maximum height of 78”.
4. Minimum 3-stage mast, approximately 177” of lift height.
5. Side shifter.
6. Drive-in overhead guard.
10. Foot operated horn.
11. 36-volt battery.
12. 3 phase charger.
13. Must be able to operate in 10’-2” wide aisle.
14. Must be year 2024 or newer.
Reach Life Specifications

1. Traction Control
2. Power Source battery
3. Wheelbase—minimal 63”
4. Travel speed minimum 7 mph
5. Capacity minimum 3000 lbs
6. Overhead guard fork carriage width
7. Load height 212 in.
8. Load center 24.0 in.
10. Drive-in overhead guard to drive into racks for picking up and storing.
11. Attachment 31 in SSCrg + 42 in Forks
12. Must be year 2024 or newer.
BID NO.: 24-068
Forklift and Reach Lift

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 Products specified and the delivery costs thereof hereby proposes and agrees to furnish the Products listed below, as and when ordered by OPS, at the prices listed below, in strict compliance with the Bid Documents. Vendor must be able to service this unit either on site or within a 50 mile radius from the location that product will be permanently located.

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 ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) 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 and all technicalities or irregularities.

<table>
<thead>
<tr>
<th>PRODUCT ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
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<tbody>
<tr>
<td>2024 or Newer Sit-Down Forklift</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>2024 or Newer Standup Reach Lift</td>
<td>1</td>
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Attachments:
(i)  Manufacturer’s specifications for the Product;
(ii) List of variances from Minimum Specifications (if any); and
(iii) Manufacturer’s warranty information for the Product.

[Signature page follows]
SIGNATURE PAGE

BID NO: 24-068

COMPANY NAME: __________________________________________

ADDRESS: ________________________________________________

CITY/STATE/ZIP: __________________________________________

TELEPHONE: ___________________________ FAX: ___________________________

E-MAIL: ____________________________________________________

SIGNATURE: _____________________________________________

Bids must be signed to be valid.

PRINTED NAME: __________________________________________

TITLE: _____________________________________________________

DATE: _____________________________________________________

Acknowledge Receipt of Bid Addendum:

No.________________ Date____________________
No.________________ Date____________________
No.________________ Date____________________

BID NO.: 24-068
Forklift and Reach Lift

and e-mailed to:

BID LOCK BOX: transportationengineequipbid@ops.org

BY 2:00 PM (CT) on Thursday, June 27, 2024.