

**DOUGLAS COUNTY
REQUEST FOR BID AND BID SHEET
ON: CITY OF OMAHA 72 Inch Self-Propelled Mower**

RETURN BIDS TO:
CITY CLERK
 1819 Farnam Street
 LC-1 Omaha-Douglas Civic Center
 Omaha, NE 68183

Published: July 31, 2019

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**BID BOND OR CERTIFIED CHECK REQUIRED IN THE AMOUNT 5%
 IF THE TOTAL AMOUNT FOR THE ITEM OFFERED IS \$20,000 OR MORE.
 BID BOND OR CERTIFIED CHECK SHALL BE MADE PAYABLE TO
 "CITY OF OMAHA"**

NOT AN ORDER

Bid Opening Time & Date: 11:00 a.m. CST on Wednesday, August 14, 2019

IMPORTANT

1. Bid must be in the office of the CITY CLERK, 1819 Farnam Street, LC-1, OMAHA-DOUGLAS CIVIC CENTER, Omaha, NE 68183 by the opening date and time indicated in a sealed envelope marked:
BID ON: CITY OF OMAHA 72 Inch Self-Propelled Mower
2. As evidence of good faith a bid bond or certified check must be submitted with bid.
Bid bond or certified check shall be made payable to "City of Omaha"
FAILURE TO DO SO IS CAUSE FOR REJECTION.
- 3 The City of Omaha is tax exempt. Tax exempt certificates will be provided upon request

- 4 Right is reserved to accept or reject any or all bids in their entirety and the bidders shall have the right to appeal any decision to the Omaha City Council.
- 5 When submitting bid on items listed, bidder may on a separate sheet, make suggestions covering reduction in costs wherever this is possible through redesign, change of material or utilization of standard items or quantity change.
- 6 Bid tabulation are available on the Dougals County Purchasing website:
www.douglascountypurchasing.org. **DO NOT CALL FOR THIS INFORMATION.**

Bid your lowest price, best delivery and terms, F.O.B. delivery point on the item(s) listed below:

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
2 each	72 Inch Self-Propelled, Zero-Turn Mower per attached specifications Make: _____ Model: _____	TOTAL BID: \$ _____	\$ _____ (5% Bid Bond is to be based upon this amount, if over \$20,000.00)

Questions regarding this bid should be sent via email to bidquestions@douglascounty-ne.gov. Vendor must include the bid title in the subject line.

The deadline to submit questions on this bid is 11:00 a.m. on the Thursday before the bid opening date. Answers to questions will be posted via an addendum no later than the Friday before bid opening at www.douglascountypurchasing.org.

(PLEASE PRINT LEGIBLY OR TYPE)

Payment Terms _____ %	Firm:		Incorporated In:
Delivery (or completion) _____ calendar days following award	Name:		Signature:
	Title:	Phone:	Fax:
	Address:		
	Street/P.O. Box	City	State Zip
Email Address:			

**DOUGLAS COUNTY
REQUEST FOR BID**

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BID CLAUSES - TERMS AND CONDITIONS

REQUIREMENTS FOR BID BOND: The surety company issuing the bid bond should be licensed by the State of Nebraska and listed on the current edition of Circular 570 of the United States Department of the Treasury. A certified check, an official bank check, or cashier's checks drawn on a national bank or a bank chartered under the laws of the state, payable to the City of Omaha, or lawful money of the United States, or a United States Government Bond (negotiable) are acceptable substitutes for bond requirements. **LETTERS OF CREDIT AND COMPANY CHECKS ARE NOT ACCEPTABLE SUBSTITUTES FOR A BID BOND AND WOULD BE CAUSE FOR REJECTION OF BID.** If a bidder submits more than one bid, only one bid bond is required; however, the 5% bid bond must be calculated using the highest bid amount of all submitted bids.

Vendor Restrictions: From the date the bid is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential consultants/vendors/contractors and individuals employed by the City of Omaha (City) is restricted to only written communication with the person designated as the point of contact for this bid. Once a contractor is preliminarily selected, that contractor is restricted from communicating with City employees with the exception of employees designated to negotiate, discuss or finalize a contract. **Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.**

Conflict of Interest: Pursuant to Section 8.05 of the Home Rule Charter and all state and local rules, CONTRACTOR assures City of Omaha (CITY) that no elected Official or any officer or CITY employee shall have a financial interest, direct or indirect, in any CITY agreement. In the performance of this agreement, CONTRACTOR will avoid all conflicts of interests or appearances of conflict of interest. CONTRACTOR will report any conflict of interest immediately to the CITY. CONTRACTOR did not and will not provide any money or other benefit of any kind to any CITY employee in the procuring of, facilitation of, and execution of or during the duration of this Agreement.

Drug Free Policy: CONTRACTOR assures City of Omaha that CONTRACTOR has established and maintains a drug free workplace policy.

Unavailability of Funding: Due to possible future reductions including but not limited City of Omaha (CITY), State and/or Federal appropriations, the CITY cannot guarantee the continued availability of funding for this Agreement, notwithstanding the consideration stated in this Agreement. In the event funds to finance this Agreement become unavailable either in full or in part due to such reduction in appropriations, the CITY may terminate the Agreement or reduce the consideration upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The CITY shall be the final authority as to the availability of funds. The effective date of such Agreement termination or reduction in consideration shall be specified in the notice as the date of service of the notice or the actual effective date of the CITY, State and/or Federal funding reduction, whichever is later. Provided, that reduction shall not apply to payments made for services satisfactorily completed prior to the effective date. In the event of a reduction of consideration, Contractor may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to CITY.

PAYMENT TERMS: Net 30 payment terms shall apply to all invoices billed to the City of Omaha. Payment of invoice amount will occur within 30 days following receipt of invoice or receipt of goods/services, whichever is later.

Exceptions to Specifications: Any and all deviations will be so noted on the attached "Exceptions to Specifications" sheet.

FEDERAL DEBARMENT OR SUSPENSION

Has bidder or its principals been debarred or suspended from Federal contracts?

_____ YES _____ NO (*failure to provide a response may be cause for rejection of bid*)

Bidder certifies by submission of this bid that neither it nor its principals are presently debarred or suspended from participation in Federal contracts. If during the term of the agreement the awarded bidder or any person engaged in performing this agreement becomes debarred or suspended such Party shall notify the City of Omaha immediately.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

**DOUGLAS COUNTY
REQUEST FOR BID**

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BID CLAUSES - TERMS AND CONDITIONS

INSURANCE: Each bidder must provide a Certificate of Insurance with their bid documents which details their current levels of coverage.

FOLLOWING AWARD OF CONTRACT: For City projects where the scope of work will be less than \$200,000.00, it is required that the awarded contractor provide a Certificate of Insurance meeting or exceeding the following levels of insurance: (1) adequate workers' compensation (statutory); (2) commercial general liability in an amount not less than **\$250,000** for any person for any number of claims arising out of a single occurrence and not less than **\$500,000** for all claims arising out of a single occurrence; and (3) property damage insurance in an amount not less than **\$500,000**; and naming CITY OF OMAHA as an additional insured, except for Workers' Compensation policies/certificates, for the term of the agreement. **Certificates of Insurance are required before service begins.**

FOLLOWING AWARD OF CONTRACT: For City projects where the scope of work will exceed \$200,000.00, it is required that the awarded contractor provide a Certificate of Insurance meeting or exceeding the following levels of insurance: (1) adequate workers' compensation (statutory); (2) commercial general liability in an amount not less than **\$1,000,000** for any person for any number of claims arising out of a single occurrence and not less than **\$5,000,000** for all claims arising out of a single occurrence; and (3) property damage insurance in an amount not less than **\$500,000**; and naming CITY OF OMAHA as an additional insured, except for Workers' Compensation policies/certificates, for the term of the agreement. **Certificates of Insurance are required before service begins.**

INDEPENDENT VENDOR: Both parties understand and agree that (vendor) is an independent vendor under the provisions of this Agreement and not employed by or otherwise affiliated with Douglas County (COUNTY) or the City of Omaha (CITY). Employees of vendor (if any) are not employees of COUNTY/CITY.

Each Party shall pay all wages, salaries and other amounts due its employees and shall be responsible for all reports, obligations, and payments pertaining to social security taxation, income tax withholding, workers' compensation, unemployment compensation, group insurance coverage, collective bargaining agreements or any other such similar matters.

Both parties understand and agree that vendor is solely responsible for acquiring and maintaining, for the term of this Agreement, adequate general and special liability insurance, including but not limited to workers' compensation insurance, sufficient to protect vendor's ability to complete performance under this Agreement.

Neither Party shall have any authority to bind the other by or with any contract or agreement, nor to impose any liability upon the other. All acts and contracts of each shall be in its own name and not in the name of the other.

FLEET DEFECTS: A fleet defect is defined as the failure of identical items covered by the warranty and occurring in the warranty period in a proportion of the vehicles delivered under this contract. For deliveries of 10 to 60 vehicles, the proportion shall be 20 percent. For deliveries of under 10 vehicles, the proportion shall be 50 percent.

Scope of warranty provisions: The manufacturer shall correct a fleet defect by providing parts and labor free of cost to the buyer. After correcting the defect, the manufacturer shall promptly undertake and complete a work program reasonably designed to prevent the occurrence of the same defect in all other vehicles purchased under this contract. The work program shall include inspection and/or correction of the potential of defective parts in all of the vehicles. The warranty on items determined to be fleet defects shall be extended for the time and/or miles of the original warranty. This extended warranty shall begin on the date a fleet defect was determined to exist or on the repair/replacement date for corrected items.

DESCRIPTIVE LITERATURE: Two (2) copies of full descriptive literature on each item bid are required with the bid.

PURCHASE OF ADDITIONAL UNITS: Bidders must provide a date for the below statement.

The purchase of additional units by the City of Omaha or Douglas County under this contract award shall be held firm through the following date: ____/____/____.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

**DOUGLAS COUNTY
REQUEST FOR BID**

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BID CLAUSES - TERMS AND CONDITIONS

Form CC-1: All bidders awarded a City contract in the amount of \$10,000 or more must comply with the Contract Compliance Ordinance by having a current Contract Compliance Report (Form CC-1) on file with the Human Rights & Relations Department. This report shall be in effect for 24 months from the date received by the Human Rights & Relations Department. Any questions regarding the Contract Compliance Ordinance should be directed to the Human Rights & Relations Department at (402) 444-5055.

Bidders are encouraged to use the following weblink to determine if they have a current Form CC-1 on file (search by company name): <https://humanrights.cityofomaha.org/cc-1-search>

Equal Employment Opportunity: In accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122, the Contractor agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant.

New Employee Work Eligibility Status (Neb. Rev. Stat. §4-108-114)

The Contractor is required and hereby agrees 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.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us .
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

SIGN ALL COPIES

Firm _____
By _____
Title _____

CONTINUATION SHEET

Responsible Contractor Compliance Form RC-1



1. Regulation:

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

1. That all contractors who submit a bid to City of Omaha shall designate a representative who on behalf of the Contractor, shall fill out completely a Responsible Contractor Compliance Form (RC-1). **An incomplete or unsigned RC-1 form will make your bid null and void.**

2. Filing this Report (please initial in the boxes below):

Contractor agrees that Contractor will not knowingly employ or hire an employee not lawfully authorized to perform employment in the United States and that the Contractor and all sub-contractors shall use E-Verify to determine work eligibility.

Contractor agrees that Contractor will not knowingly violate Nebraska's Misclassification of Employee law (Neb. Rev. Stat. Section 48-2901 et seq.).

Contractor agrees that Contractor will not knowingly violate Nebraska's Fair Labor Standards Law (Neb. Rev. Stat. Section 73-104 et seq.).

Contractor has not been convicted of any tax violations (local, State and Federal) within the last three years from the date this bid is submitted.

Contractor has not, upon final determination by the Occupational Safety and Health Administration, been convicted of a criminal, repeat, or willful violation of the Occupational Safety and Health Act (OSHA) or been convicted of 3 (three) separate "serious" OSHA violations within the past three (3) years.

Contractor agrees to make a good faith effort to ensure all subcontractors employed on this project comply with the provisions of the Responsible Contractor Compliance Form RC-1.

Signature

Date

By signing, I verify on behalf of the Contractor that the information above is true and correct. Filing false information carries a penalty of up to a \$500 fine or six months in jail. In addition, the contractor and sub-contractors can be subject to immediate disqualification and prohibited from any future City of Omaha contract for a period of 10 years.

EMPLOYEE CLASSIFICATION ACT:

Each contractor who performs construction or delivery service pursuant to this contract shall submit with their bid submission an affidavit attesting that (1) each individual performing services for such contractor is properly classified under the Nebraska Employee Classification Act, 2010 LB 563 ("the Act"); (2) such contractor has completed a Federal I-9 Immigration form and has such form on file for each employee performing services; (3) such contractor has complied with Neb. Rev. Stat. Section 4-114 (Federal Immigration Verification System--E-Verify); (4) such contractor has no reasonable basis to believe that any individual performing services for such contractor is an undocumented worker; and (5) as of the time of the contract, such contractor is not barred from contracting with the state or any political subdivision pursuant to the Act. The contractor shall follow the provisions of the Act. A violation of the Act by a contractor is grounds for rescission of the contract by City of Omaha/Douglas County.

CONTRACTOR shall follow the provisions of the Employee Classification Act (Act). A violation of the Act will be a material breach and, in addition to any other remedies, be grounds for immediate contract rescission. If CONTRACTOR is performing construction or providing delivery service, CONTRACTOR shall submit an affidavit that complies with the Act. CONTRACTOR will also ensure that all subcontractors performing services for Contractor will also complete affidavits that comply with the Act. **Contractor may submit the affidavit(s) with their bid submission. In all circumstances, Contractor shall provide the affidavits before work or services are undertaken pursuant to this Agreement.**

Following award, if CONTRACTOR changes or adds additional subcontractors, CONTRACTOR shall ensure that the subcontractor provides an Employee Classification Act affidavit to Douglas County Purchasing Department before that subcontractor begins work or services.

All Employee Classification Act affidavits shall be sent to: Douglas County Purchasing Agent, 1819 Farnam Street, Room 902, Omaha NE 68183.

FAIR LABOR STANDARDS:

CONTRACTOR agrees to maintain FAIR LABOR STANDARDS as defined in Neb. Rev Stat § 73-104. CONTRACTOR has filed with Douglas County (City/County Purchasing) a statement that it is complying with and will continue to comply with, fair labor standards as provided in Neb. Rev. Stat. §§73-102 & 73-104. In addition, CONTRACTOR assures County that it will continue to comply with statutory fair labor standards throughout its performance under this contract.

**AFFIDAVIT FOR EMPLOYEE CLASSIFICATION ACT & FAIR LABOR
STANDARDS**

I, _____, being first duly sworn under oath, state and
depose as follows:

1. I am competent to testify to, and have personal knowledge of, the matters stated in
this affidavit.

2. I am (a contractor) or (the authorized agent of the contractor) for
_____ Company, (hereinafter "Contractor"). I attest to the
following: (a) each individual performing services for Contractor is properly classified under
the Nebraska Employee Classification Act, ("the Act"), (b) Contractor has completed a federal I-
9 immigration form and has such form on file for each employee performing services, (c)
Contractor has complied with Neb. Rev. Stat. §4-114 (use of federal immigration verification
system), (d) Contractor has no reasonable basis to believe that any individual performing
services for Contractor is an undocumented worker, (e) as of the time of the contract, Contractor
is not barred from contracting with the state or any political subdivision pursuant to the Act, and
(f) Contractor is complying with and will continue to comply with, fair labor standards as
provided in Neb.Rev.Stat. §§73-102 & 73-104, as applicable and as amended hereinafter.
Contractor will also ensure that all subcontractors execute affidavits in compliance with the Act.

FURTHER AFFIANT SAYETH NAUGHT.

Affiant (Contractor)

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20____.

Notary Public

**SPECIFICATIONS FOR 72" SELF PROPELLED
ZERO-TURN MOWER**

ADDITIONAL EQUIPMENT

1. 72" SIDE DISCHARGE DECK WITH ANTI-SCALP ROLLERS
2. MINIMUM 25 HORSEPOWER WATER COOLED FUEL INJECTED KAWASAKI MOTOR
3. REMOTE MOUNTED HYDRAULIC COOLER
4. FACTORY APPROVED R.O.P.S.
5. TWO YEAR FULL PARTS AND LABOR WARRANTY
6. WARRANTY REPAIRS OVER THREE DAYS DEALER TO SUPPLY SIMILAR UNIT TO USE FREE OF CHARGE
7. SUCCESSFUL VENDOR TO SUPPLY PER MACHINE
 - A. TWO PRINTED OPERATORS MANUALS
 - B. TWO PRINTED PARTS MANUALS
 - C. ONE TECH MANUAL
8. ONE SPARE WHEEL AND TIRE ASSEMBLY FOR EACH SIZE OF WHEEL PER MACHINE
9. UNITS ARE TO BE NEWEST AND LATEST MODEL
10. BID MUST INCLUDE ALL SETUP AND DELIVERY FEES.
11. UNITS TO BE DELIVERED TO:
PARKS MAINTENANCE BLDG
1523 SOUTH 24TH ST.
OMAHA, NE 68108

EXCEPTIONS TO SPECIFICATIONS

Check One

_____ The equipment offered meets all specifications as set forth in the bid.

_____ The equipment offered meets all specifications with the following exceptions:
(Use separate attached sheet if more room is needed.)

Failure to list exceptions may be cause for equipment to be rejected at time of delivery.

Name (print) _____

Signed _____

Title _____