

Bid Invitation
for
ELEMENTARY MUSICAL INSTRUMENTS
Bid No. 26-005

TO BE CONSIDERED, BIDS MUST BE RECEIVED PRIOR TO THE
BID SUBMISSION DEADLINE

LATE BIDS WILL NOT BE ACCEPTED

The Board of Education
for
Douglas County School District 0001 (Omaha Public Schools)
Invites Bids on: Elementary Musical Instruments

SUBMIT COMPLETED BID TO: muins@ops.org

Important Bid Submission Information and Deadlines:

Bid Title and Bid Number:	Elementary Music Instruments 26-005
Date of Issuance of Bid:	August 08, 2025
Deadline for Submission of Questions:	August 14, 2025
Deadline for Submission of Bid Proposals:	September 08, 2025
Estimated Timeline for Evaluation of Bids:	September 2025
Estimated Timeline for Bid Award and Board of Education Approval:	September 2025

Question Submission Box Email Address:	muinsqa@ops.org
Bid Submission Box Email Address:	muins@ops.org
Microsoft Teams Meeting Phone Number for Bid Opening.	1 402-509-3892
Microsoft Team Conference ID for Bid Opening:	978 865 894#
Address for In-Person Bid Opening:	Omaha Public Schools -TAC 3215 Cuming St, Omaha NE 68131

Bid 26-005
ELEMENTARY MUSICAL INSTRUMENTS

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1.0 BID INVITATION

Douglas County School District 0001 ("Omaha Public Schools") ("OPS") invites qualified suppliers to submit bids to furnish OPS with Elementary Musical Instruments (collectively referred to herein as "Products" and may also be referred to individually as a "Product") that comply with the Product Specifications and Minimum Product Requirements stated in the Bid Documents (as defined below). The bid price quoted in the bid shall include a single price per item for each item being bid. Bids must be completed and submitted in accordance with the requirements stated in these Bid Documents. For purposes of this Bid, the term "Bid Documents" include the following documents: Bid Invitation, the Product Specifications, the Minimum Product Requirements, Bid Submission Instructions and Requirements, the General Terms and Conditions, and the Bid Form with Signature Page. The Bid Documents are not complete unless all of these documents are included. Bidders should review all the Bid Documents carefully before submitting a bid proposal since these Bid Documents, along with other documents that are referred to in the Bid Documents, will be incorporated into and will become a part of any Purchase Order or Contract (as hereinafter defined) between OPS and a successful bidder for the Products.

2.0 PRODUCT SPECIFICATIONS

The bidder awarded the Contract will be expected to furnish the awarded Products to OPS that comply with the following Product Specifications in this Section 2.0, with the Minimum Product Requirements in Section 3.0 and with the successful bidder's bid for those Products. The term "Contractor" as used in the Bid Documents, means the bidder that is awarded the bid and that contracts with OPS to supply the Product or Products.

2.1 PRODUCTS TO BE FURNISHED

Contractor agrees that it will supply to OPS, upon the execution of an Agreement with OPS, or the issuance by OPS of one or more Purchase Orders or both, with the Products listed in Contractor's bid response that were awarded by OPS to Contractor and in the quantities requested by OPS. The Purchase Orders shall specify the quantities of Products ordered by OPS and the specific dates and location or locations for delivery of the Products to OPS. All Products provided by Contractor shall be new, unused, undamaged, in the original packaging and free of defects. The Products provided by Contractor shall have all warranties and certifications required by the Bid Documents or otherwise provided by the Contractor and manufacturer. Any manufacturer's warranty will be assigned to OPS at the time the warranted Product is delivered to OPS and accepted by OPS. Contractor's bid price per Product shall be the total amount to be paid by OPS for the Product or Products to be supplied, including the cost of the Product, all warranties, delivery of the Product to the designated OPS facility, installation if required by OPS, and shall also include the cost of providing all insurance coverage, duties, tariffs, licenses, and brokerage charges necessary to complete delivery to OPS.

2.2 PRODUCT QUANTITIES

Listed in the Minimum Product Requirements in Section 3.0 of the Bid Documents are the specific Product or Products being bid, Minimum Product Specifications, and the estimated quantities for the Products to be acquired by OPS. The Product quantities in Section 3.0 refer to an estimate of the quantity of each Product that OPS reasonably expects to acquire. The Contractor will be reasonably expected to supply those quantities of Products that were awarded by OPS to Contractor.

2.3 ORDERING AND DELIVERY

Delivery may be made to OPS only after an Agreement with Contractor is approved and executed by OPS and/or a valid Purchase Order has been issued by OPS. In the event that multiple orders of a Product are provided for in an Agreement, a valid Purchase Order will need to be issued for each order. Each of the Products ordered by OPS will be delivered directly to the individual location

specified in the Agreement or specified by OPS in the Purchase Order for the Product with the initial order being delivered on the date specified in the Agreement or Purchase Order, but if not specified, then no later than 60 days after the execution of the Agreement by OPS or issuance by OPS of the Purchase Order. All bid prices are to be quoted F.O.B. at the specified OPS delivery site in Omaha, Nebraska. No additional shipping charges will be allowed. The specific delivery site will be stated in the Agreement or 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 2:30 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 Agreement or Purchase Order. Products shall not be left on a loading dock, but should be delivered in person to an authorized OPS representative. Ownership of all Products shipped to OPS passes to OPS at the time delivered and accepted by authorized OPS staff at the specified delivery point.

2.4 RISK OF LOSS AND DAMAGE

Title to any Products supplied by Contractor to OPS will not pass to OPS until it is delivered at the designated OPS facility and accepted in writing by authorized OPS personnel. Title to a Product will pass to OPS, free and clear of any adverse claim or encumbrance, upon acceptance of that Product by OPS. All risk of loss or damage to any Product supplied by Contractor will remain with the Contractor until accepted in writing by an authorized OPS representative after delivery to OPS. Any Product supplied by Contractor that is lost, stolen, or damaged prior to such acceptance in writing by authorized OPS personnel will be promptly replaced by Contractor at its cost.

2.5 SUBSTITUTE PRODUCTS

In the event that at the time OPS orders any Product that Contractor has agreed to supply, the Product specified in the Contract or Purchase Order has been discontinued, the features of the Product that Contractor agreed to furnish have been changed or eliminated, or the Product is no longer available to Contractor for any reason, Contractor shall so advise OPS and shall propose a substitute Product that is reasonably acceptable to OPS and that meets or exceeds all of the specifications in the Contract Documents for the type of Product ordered by OPS. Once approved by OPS, such Product shall be furnished to OPS by Contractor at a price that is the lesser of the price provided in the Contract Documents for the Product that it replaces or the price quoted by the Contractor publicly for the replacement Product. The term "Contract Documents" as used herein and in the other Bid Documents, is defined in the General Terms and Conditions at Section 5.1 hereof.

2.7 PRODUCT OBSOLECENSE

It is understood that improved or enhanced Products may supersede and replace existing Products or existing Product may be no longer manufactured. In the event any of the Products specified in the Contract Documents are discontinued by the manufacturer, becomes obsolete or a more current version or model of a Product becomes available, the Contractor will furnish to OPS the most recent version or model of the Product that equals or exceeds the specifications stated in the Contract Documents and has at least the same features and functionality as the Product that is no longer available, at a price no greater than the price that Contractor was obligated to sell the Product that was replaced or superseded.

3.0 MINIMUM PRODUCT REQUIREMENTS

3.1 PRODUCTS DESCRIPTIONS AND MINIMUM SPECIFICATIONS

The Products to be provided by Contractor must comply with at least the following minimum specifications in the table below. The Products to be furnished must be, at the time of delivery to OPS, new and unused, free from defects, undamaged and in good working order and condition. These Bid Documents seek bids on multiple types of Products. The minimum specifications for each Product being bid are set forth below.

3.2 PRODUCT TABLE

OPS PRODUCT CODE	PRODUCT NAME	MINIMUM PRODUCT SPECIFICATIONS	ESTIMATED QUANTITY *
EI12	Snare Drum	• 14" x 6.5" size • Black Color with Transparent Lacquer Finish • All Maple 6-ply shell. • 45-Degree Bearing Edge. • 2.3mm Triple-Flanged Super Hoop. • SR017 Snare Strainer. • Minimum Standard: Model: PEA-PMX1465S or equivalent	33
EI13	Crash Cymbals-Pair	• 14" Diameter • Medium Weight • Set of 2 • Include leather straps • Minimum Standard: Model: ZIL-ILH14BP or equivalent	55 sets
EI13A	Leather Cymbal Straps-Pair	• Made from premium genuine leather • Provides dependable grip • Minimum Standard: Manufacture Model Zildjian Leather Cymbal Straps P0750 or equivalent	55 sets
EI14	Tambourine	• 10" Headless Double Row • Wooden Frame • Nickel silver plated steel jingles in 2 rows. • Color: Brown • Minimum Standard: Model: MEI-TA2AB or equivalent	49
EI15	Triangles	• 6" size • Solid brass • Includes Metal beater • Wooden holder with braided nylon cord • Minimum Standard: MEI-TRI15B or equivalent	51
EI16	Trap Table	• 18" x 24" top • Double Braced Stand • Height range of 31"- 48" • Foldable for storage. • Padded top to minimize sound • Minimum Standard: Model: PEA-PTT1824W or equivalent	58

EI17	Cello Endpin Anchors	• 2" wide woven strap • Adjustable from 16 to 32 inches • D-ring at one end • Heavy-duty hard rubber cup anchor to fit endpin. • Minimum Standard: Model: XerosVcl or equivalent	800
EI18	Pinky Helpers	• Fits all sizes of violin and viola bows • Flexible construction • Minimum Standard: Pinkyhold or equivalent	8000

*These quantities are an estimate of what is reasonably expected to be ordered, but are not a guaranteed minimum or maximum amount. The quantities actually acquired by the District may be more or less than the estimated amount.

4.0 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

4.1 GENERAL

To be considered, bids must be submitted in accordance with the bid instructions set forth in these Bid Documents. Failure to comply with the requirements of these bid instructions may result in the rejection of the bidder's bid proposal.

4.2 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. If a new bid form is issued by OPS by an Addendum to the Bid Documents, the new bid form must be used for bid submission, and using an earlier version of the bid form may result in the bid being rejected. 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 required Products, including any related services enumerated in the Bid Documents required to be provided as a part of furnishing the Products, and shall also include all insurance costs, delivery costs, duties, surcharges, tariffs and brokerage costs. No additional amount will be paid by OPS to the Contractor for the Product delivered to OPS at the delivery point specified or for any related services. Unless multiple prices are requested by OPS to include prices for an Initial Term and potential Extension Terms, no bidder will be allowed to offer more than one price on each Product and the price shall be for the quantity specified in the bid form and for additional Products if the Bid Documents allow OPS to purchase additional quantities of the Products. If the bidder submits more than one price on any Product when not permitted by OPS, all prices for that Product will be rejected. Even though a particular manufacturer's name or brand may be 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. For 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 the bid may be rejected by OPS.

4.3 BID QUESTIONS

Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to the question submission box at the email address included on the cover page of the Bid Documents, by 2:00 p.m. CT on or before the deadline for submission of questions. Both the question submission box email address and the deadline are listed on the cover page. Answers to questions will be posted on the OPS website and provided to all potential bidders known to OPS to have requested the Bid Documents, without indicating which Bidder submitted the question.

The communications requirements have been established by OPS to ensure a fair and equitable process for all potential respondents. The email address listed on the cover page for questions is the only authorized location and representative of OPS who can respond to questions regarding this bid. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated above will not be answered by OPS. Any attempt to communicate with or contact any Board Member, employee, or consultant of OPS in any manner having to do with any aspect of this bid may result in the disqualification of the Bidder and its bid.

4.4 BID SUBMISSION

All bids must be submitted to OPS by email to the locked e-mail bid box address listed on the cover page. All submitted bids must comply with the following requirements:

- 4.4.1 The bid must be submitted in a pdf format.
- 4.4.2 The bid must be attached to and submitted by email with the bid title and bid number included in the subject line of the transmitting email.
- 4.4.3 All Product description and specification documents, warranty documents, safety data sheets and any other documents to be submitted with the bid proposal as may be required in Sections 2.0 and 3.0 of these Bid Documents must be submitted in pdf format and included with the bid proposal as attachments to the bid proposal. A list of required attachments is included in the Bid Form.
- 4.4.4 Bidder must include all required signatures of authorized representatives of the bidder, including on any certificates included as bid attachments.

Bids submitted in any other form, including telephone, hard copy and facsimile bids, along with bids submitted to an email address other than the one indicated in these Bid Documents will NOT be considered. OPS will not accept links to shared files in any proposal. The time stamp on the OPS's email will be the official clock utilized to determine the time for the close of submissions. E-mail bids must be submitted to the locked e-mail bid box not later than 2:00 p.m. Central Time, on the due date specified in the Bid Documents for submission of bids.

4.5 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 deleted unopened from the OPS' e-mail bid box. 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 or considered.

4.6 BID WITHDRAWALS AND RESUBMISSIONS

Withdrawal of a bid may be made by a bidder any time prior to 2:00 p.m. Central time on the bid 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 of the

message stating "Withdrawal of Bid" including the Bid number and title. The withdrawal email must be received by the OPS Purchasing Division prior to the date and time of the bid submission deadline. An attempted withdrawal in any other form, including 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. 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.

4.7 BID OPENING

Bids will be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 immediately following the bid submission deadline stated on the Bid Document cover page. Those submitting bids can attend in person or remotely join the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States. The Phone Conference ID is listed on the RFP cover page. If attending in person, please arrive at the security desk at least 10 minutes prior to the 2:00 PM Central deadline.

4.8 BID TABULATION

Notes may be taken at the public reading of the bids at the specified time and date of the opening, or a personal inspection may be made of the bids after award has been made and documents are placed in central files in the Purchasing Division offices. In lieu of a visit, 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.

4.9 BID REVIEW

Following the bid opening, OPS may contact bidders to request clarity on compliant bid submissions, on issues other than price, or to request Product information, Product samples, Product reviews, demonstrations, or interviews.

4.10 BID AWARD

OPS reserves the right to reject any or all bids or any part thereof and to waive any and all technicalities and irregularities. 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 all bid awards and contracts of \$50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets the first and third Monday of each month for approval of bids and purchases. Approval or award of a bid by OPS or its Board of Education does NOT constitute a contract between OPS and the bidder and no contract shall be deemed created, nor shall OPS be deemed obligated in any manner to bidder, until such time as an Agreement is signed by Contractor and OPS, or a Purchase Order is issued by OPS if no separate Contract is required. OPS will either sign an Agreement with or issue an official Purchase Order to the successful bidder which, together with the other Contract Documents incorporated therein, will constitute the Contract with OPS for the purchase of the Product or Products specified in the Agreement or Purchase Order and will incorporate by reference into the Agreement or Purchase Order the Contract Documents (defined in the General Terms and Conditions, in Section 5.1 below). If an Agreement is to be executed, OPS will submit to the successful bidder after the bid award the Agreement form that will be utilized by the parties.

4.11 EQUAL OR EQUIVALENT PRODUCTS

When the Product Specifications in the Bid Documents identify the general style, type, character, and quality of the Product desired and/or state that the Product proposed must be the “equal” or “equivalent” of the Product referenced in the Product Specifications, OPS shall have the right, in reviewing the Products proposed in the bidder’s bid, to determine in its sole discretion, whether the proposed Product is the equal or equivalent of the Product specified, considering the requirements of the specific Product Specification, and the quality of workmanship, materials, economy of operation and suitability for the purpose intended.

4.12 SAMPLES MAY BE REQUIRED AFTER BID OPENING

OPS reserves the right to request samples of Products after the bids are opened and before the bid is awarded. OPS will notify the bidder in writing of its request for samples. The bidder will generally be allowed ten (10) calendar days from the date requested to provide samples identified in the OPS request, but OPS may specify a longer or shorter time in its request. OPS may ask for one or multiple samples. The samples shall be provided at no cost to OPS and shall be delivered to OPS at the bidder’s cost. Delivery of samples shall be the responsibility of the bidder. If samples are requested and not timely received, OPS may disregard the bidder’s bid for that Product or may decide to reject the bidder’s bid altogether. All risk of timely delivery of samples belongs with the bidder. The samples shall be the exact and true representation of the Products being bid, including all materials and components used. The shipping container for the samples must be tagged or labeled on the exterior with the name of the bidder, the OPS bid number, and the OPS Classification Codes (if supplied by OPS). Each individual sample Product shall also be clearly tagged or labeled with full and complete company name of the bidder as included in the signature page of the bidder’s bid. In case the Product ultimately awarded to the successful bidder by OPS fails to conform to the sample provided, the Contractor furnishing that item shall be required to immediately replace the non-conforming Product with a replacement conforming to the sample and to the Contract Document requirements at no additional cost to OPS. OPS reserves the right to review or test samples to ensure they meet their specific requirements and to assess suitability for purpose. Samples shall be delivered to the following address:

Omaha Public Schools
Bid 26-005
Purchasing Department
3215 Cuming St.
Omaha, NE 68131-2024

Catalogs illustrating the items may be considered in some cases when samples are not available. Samples will not be returned by OPS and will be discarded. OPS reserves the right to request additional Product samples if it deems necessary.

4.13 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.

5.0 GENERAL TERMS AND CONDITIONS

The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the Agreement or Purchase Order between the successful bidder and OPS. The term "Contractor" as used in the Contract Documents, 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.

5.1 THE AGREEMENT OR PURCHASE ORDERS

A written Agreement, and, for any Products involving multiple orders, an official Purchase Order, will be issued to the successful Contractor for the Products and services the Contractor is to supply (referred to in the Bid Documents and the Contract Documents as the "Agreement" and "Purchase Order"). The Agreement between OPS and Contractor and any Purchase Order will both incorporate by reference all of the Bid Documents together the Contractor's completed Bid Form (the Agreement or Purchase Order, together with the Bid Documents and Contractor's completed Bid Form are collectively the "Contract Documents"). Such Contract Documents will altogether and collectively constitute the "Contract" between OPS and the Contractor for the purchase of the Products and services specified in the Contract Documents. In the event of a conflict between the terms of the Contractor's completed bid form and the remainder of the Contract Documents, the remainder of the Contract Documents shall control.

OPS may enter into an Agreement with Contractor for the Products and in addition, may issue one or more Purchase Orders in addition to executing an Agreement for the purpose of allocating the Products among its schools, provide delivery locations and allocate the cost of the Products allocated among the various schools in OPS, or, if permitted by the Contract Documents, to place orders for additional Products following the order or orders for the purchase of the quantity of Products specified in the Contract Documents. The initial Purchase Order or Orders for the Products will be placed within 30 days after the bid is awarded to Contractor. Each such Purchase Order will also incorporate by reference all of the Contract Documents. If the Products are to be delivered to multiple locations, separate Purchase Orders will be issued for each OPS location where products are to be shipped, with the facility address and the quantities to be shipped to such location stated in each Purchase Order.

5.2 TAXES

OPS is exempt from state and city sales and use taxes and no sales or use 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.

5.3 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 Nonprocurement 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.

5.4 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 by email to the Accounts Payable Division at acctspayable@ops.org and shall contain the OPS

Purchase Order number on the face of the invoice. Invoices must be approved and processed ten (10) workdays prior to the next Board date where approval is requested 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.

5.5 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.

5.6 EMPLOYEE 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 five (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.

5.7 NO ASSIGNMENT

Contractor awarded the Contract or issued the Purchase Order shall not assign the same 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.

5.8 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 Contractor will be the direct responsibility of such Contractor and not OPS. The responsibility for coordinating and managing the activities of a subcontractor lies with the Contractor and not OPS.

5.9 PUBLIC RECORDS

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

5.10 TERMINATION OF CONTRACT

In the event that the Contractor executes a Contract with OPS, or is issued a Purchase Order, and 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. 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. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract. Should the cost of completing the performance of the Contract, together with such damages and expenses incurred by OPS through the default of the Contractor, at that time exceed unpaid balance of the Contract price, the Contractor shall pay the difference to OPS upon demand by OPS, and in addition OPS may recover any other damages as OPS is entitled to recover for Contractor's breach of the Contract. The remedies of OPS for such default by the or under the Contract Documents shall survive the termination or expiration of the Contract.

5.11 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.

5.12 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION:

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

BID FORM

BID NO.: # 26-005

Elementary Instrumental

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 in the Bid Documents and the delivery and any installation costs thereof hereby proposes and agrees to furnish the Products as listed and described in Section 2.0, Product Specifications and 3.0, Minimum Product Requirements of the Bid Documents, as and when ordered by OPS, at the prices listed below, in strict compliance with the Bid Documents.

The undersigned further certifies that the bidder 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 its 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 or all technicalities and irregularities.

OPS Product Code	Manufacturer Name	Model Number	Estimated Quantity	Price per Unit	Lead Time for Product Delivery
EI12			33		
EI13			55 sets		
EI13A			55 sets		
EI14			49		
EI15			51		

EI16			58		
EI17			800		
EI18			8000		

Attachments:

1. Product Description and Specifications
2. Warranty Information
3. Safety Data Sheets
4. Lead time for Product delivery

[Signature page follows]

SIGNATURE PAGE

BID NO: # 26-005

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

Please note below which contract the pricing above is based upon.

Acknowledge Receipt of Bid Addendum:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

BID NO: # 26-005

Elementary Instrumental

and e-mailed to:

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

DUE BY 2:00 PM (CT) on September 08, 2025