



THE BOARD OF EDUCATION FOR THE SCHOOL DISTRICT OF OMAHA

INVITES BIDS ON:
ANNUAL ORDER MUSIC TEXTBOOKS

BID NUMBER: #186
DATE BID DUE: JULY 13, 2022 2:00PM CST

Please include the bid number on all correspondence.
Email electronic replies locked bid box: mussp@ops.org

Omaha Public Schools
Purchasing Division
3215 Cuming Street
Omaha, NE 68131-2024



DISTRICT OPERATIONAL SERVICES
PURCHASING DIVISION
3215 CUMING STREET
OMAHA, NE 68131-2024

REQUEST FOR QUOTE
(This is NOT an order)

BID NUMBER: #186

DATE ISSUED: June 14, 2022

TITLE OF BID: Music Textbook Annual Order

DATE DUE: July 13, 2022 at 2:00 PM CT

Email Bid Response to Locked Email Mailbox: mussp@ops.org

Bid Submission: All request for quotes, including signature page, must be submitted to OPS by email to the following locked e-mail bid box address: mussp@ops.org. Request for quote submitted to any other email address will be rejected. All electronically submitted request for quote must comply with the following requirements:

- a. The signature page must be submitted in a PDF format to the locked email box.
- b. The request for quote form must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "Annual Order Bid for Music Textbook Bid 186."
- c. The request for quote form must be submitted in the original format Microsoft Excel 97-2003 Worksheet xls.

E-mail request for quotes must be submitted to the locked e-mail bid box by the time and date specified on the bid documents. The time stamp on the District's email will be the official clock utilized to determine the time for the close of bidding.

BID SIGNATURE PAGE SUBMISSION: Must be submitted to OPS by email to the following locked e-mail bid box address: mussp@ops.org.

Request for Quote Requirements:

- All prices shall be firm and not subject to change or revocation for 180 days after the receipt of the purchase order of the products as noted in the original bid.
- 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 products specified, and no additional amount will be paid by OPS to the successful bidder for the product delivered to OPS at the delivery point specified.
- OPS reserves the right in its discretion to determine whether an alternate brand is acceptable.
- The undersigned agrees to deliver the item or items per specifications at the quoted price within 120 days of receiving the Purchase Order.
- No substitutions or alternates are allowed, bid according to bid specifications ONLY.
- The signature page must be signed by an authorized representative of the bidder.
- **Delivery of product must be completed by 45 days from issuance of purchase order.**

Instructions for Electronic Bid Response:

- All request for quotes must be completed and submitted on the unaltered OPS bid form. Do **not** change the document from xls to .xlsx. Request for quote must be in original format Microsoft Excel 97-2003 Worksheet.
- Do **not** lock the spreadsheet or remove macros. Do **not** add rows or columns.
- Special notations such as case size or case pack, unit of measure, color, size, description, must be noted in the **Comments Column** only.
- Supplier must list brand or the manufacture number in the *comment's* column and the supplier item number in the *Vndr Item Id* column of the request for quote response.

SIGNATURE PAGE

ANNUAL ORDER MUSIC TEXTBOOKS

BID NUMBER: #186

DATE BID DUE: July 13, 2022, 2:00PM CST

Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to musspsqa@ops.org by 2:00 p.m. CT on June 20, 2022.

SHIPMENT DELIVERY ADDRESS:

Omaha Public Schools Distribution Center
4515 S 68th Street
Omaha NE 68117-1008

Delivery of product must be completed within 45 days from issuance of purchased order.

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

State Contract or Cooperative Purchasing Agreement Number: _____

Please note which contract the pricing above is based upon.

BID INVITATION AND GENERAL BID CONDITIONS
Omaha Public Schools
Purchasing Division
Omaha, Nebraska

BID INVITATION: Omaha Public Schools (OPS) invites you to submit bids on those items specified in the Bid Documents. Bids must be submitted in accordance with the requirements stated in the Bid Documents. The Bid Documents include this Bid Invitation and General Bid Conditions, any product and service specifications included with the Bid Invitation and General Bid Conditions and the bid form.

BID INSTRUCTIONS: All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. 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. The amount bid shall be the total cost to OPS for the products or services specified, and no additional amount will be paid by OPS to the successful bidder for the product or service. No bidder will be allowed to offer more than two prices on each item. If said bidder should submit more than two prices on any item, all prices for that item will be rejected. Even though a particular manufacturer's name or brand is specified in the Bid Documents, bids will be considered on other brands of equal or better quality, unless the bid clearly indicates that a particular brand or model (NO SUBSTITUTE) is required. On all bids on which an alternate brand or model 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. Material Safety Data Sheets for any equipment or materials bid, including any consumables, must be included with bidder's bid proposal, as applicable. Bids that attempt to change, modify or add additional terms and conditions to the Bid Documents by conditioning a bid response on the acceptance by the 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.

BID QUESTIONS: Any **general** questions relative to bidding procedures may be directed to the Director of Purchasing in the District Operational Services office, (531) 299-0229. Questions about a **specific** bid should be directed to the person (buyer) listed on the bid or the provided email lock box.

BID SUBMISSION: All bids must be submitted to OPS in a sealed, opaque envelope, unless the Bid Documents specifically allow submission by email, in which event either e-mailed or sealed bids may be submitted. Facsimile and telephone bids will NOT be accepted. For sealed bids, the bid name, bid number, date and time of submission of bids shall be noted on the envelope containing the bid **and on any outer packaging**. Please write your company name on the return envelope. Sealed bids must be submitted to the following location:

Omaha Public Schools
Department of District Operational Services
Purchasing Division
3215 Cuming Street
Omaha, NE 68131-2024

If the e-mail option is allowed in the Bid Documents, e-mail bids may be submitted to the provided locked e-mail bid box by the time and date specified on the bid document. The District Operational Services office is located on the ground level at the East entrance of the OPS Teacher Administrative Center at 3215 Cuming Street. The District Operational Services office hours are from 8:00 a.m. to 4:30 p.m. Central time, during the school year. Summer hours are 7:30 a.m. to 4:00 p.m. Central time. The District Operational Services office is closed on the week-ends and during holidays recognized by OPS.

BID SUBMISSION DEADLINE: Bids are due at 2:00 p.m. Central time on the due date. 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 received by U.S. Mail or any other method of delivery. Regardless of how bids are submitted, the bid must be received by the time and date indicated on the bid document. Please allow enough time for delivery by any method. The risk of delivery rests on the bidder. The time clock maintained by the OPS District Operational Services Department shall be the official clock for determining when the time for submission of bids has closed.

BID CORRECTIONS AND WITHDRAWALS: Correction of a bid may be made by a bidder prior to 2:00 p.m. Central time on the due date. A correction to a bid must be done by the bidder by a hard copy written sealed addendum form or, if e-mail bids are permitted in the Bid Documents, via the 'sealed' locked buyer's e-mail box and actually received by the OPS Purchasing Division prior to the date and time the bid is due. A FACSIMILE addendum is NOT acceptable and will be rejected. Bids may only be withdrawn by written notice received by OPS prior to 2:00 p.m. Central time on the due date. All bids submitted 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.

BID AWARD: OPS reserves the right to accept or reject any or all bids or any part thereof and to waive any technicalities. 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. The official purchase order of the OPS that is issued to the successful bidder will constitute the contract with OPS for the purchase of the product or service specified in the purchase order and will incorporate by reference this Bid Invitation and General Bid Conditions. In the event of a conflict between the terms of the Bid Instructions and General Conditions and the remainder of the purchase order, the remainder of the purchase order shall control. 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.

COLLUSIVE BIDDING: The bidder's submission of its bid response is the bidders 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.

SAMPLES: OPS reserves the right to request samples before the bid is awarded. Delivery of samples and return of samples shall be the responsibility of the bidder. Samples consumed for evaluation in small quantities shall be provided at no cost. If samples are requested and not received, a bid may not be considered. Catalogs illustrating the items are considered in some cases when samples are not available.

BID TABULATIONS: Bid tabulations are available for review, by appointment, in the Purchasing Division. 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 check payable to Douglas County School District 0001. You may include your request for a bid tabulation copy with your bid response or you may call the buyer to make your request. The buyer will notify you regarding the cost of the bid tabulation, once it is known.

TAXES: OPS is exempt from state and city sale taxes and no sales taxes shall be included in the bid. The OPS tax-exempt number is 05-0597767. OPS will provide the successful bidder 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.

DELIVERY: Delivery may be made to OPS only after a valid purchase order has been issued by OPS. In the event that the multiple orders of a product are specified, a valid purchase order will need to be issued for each order. All bids are to be quoted F.O.B. Omaha Public Schools delivery site in Omaha, Nebraska. No additional shipping charges will be allowed. The specific delivery site is stated in the Bid Documents. If not stated, then the delivery site shall be the OPS warehouse at 4515 South 68th Street, Omaha, Nebraska 68117. All deliveries must be made between the hours of 8:00 am and 3:30 pm Central time on those days when OPS is open for the conduct of business. Delivery completion time required must be filled in on the bid sheet if required. Bidder must adhere to the delivery date or dates in order to remain on the approved list of suppliers for OPS. Delivery date specifications are a significant factor in the bid evaluation. Ownership of all equipment and materials shipped to OPS passes to OPS at the time delivered and accepted by OPS at the delivery point. All risk of loss to any materials and equipment will remain with the contractor awarded the contract until accepted by OPS at the delivery point.

INVOICES: Invoices will not be submitted to OPS until the materials and equipment furnished to OPS that are included in the invoice have been delivered and accepted by OPS at the delivery point. All invoices must be sent in duplicate to the Accounts Payable Division and shall contain the OPS purchase order number on the face of the invoice. Invoices must be approved and processed 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.

COMPLIANCE WITH THE LAW: The contractor awarded the contract 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.

CIVIL RIGHTS: The successful bidder agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to the title, to the end that, in accordance with Title VI of that Act and Regulation, 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 successful bidder will take any measures necessary to effectuate this agreement. The successful bidder further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

PRODUCTS FURNISHED: Unless otherwise specified by OPS all products and materials furnished by the successful bidder shall be new and unused, and shall conform to the specifications in the bid documents and in the contractor's bid response. Other than warranties of title to the equipment to be provided, Contractor is providing no warranties regarding the equipment, in that Contractor is a supplier and not a manufacturer of the equipment. The equipment will have all manufacturer's warranties required by the Bid Documents or otherwise provided by the Manufacturer, which will be assigned to OPS at the time the equipment is furnished

SAFETY DATA SHEETS: Awarded OPS vendors, manufacturers, distributors, or suppliers furnishing the district with any chemical substance, product, mixture, preparation or material requiring a safety data sheet (SDS) as stated in 29CFR 1910.1200 or under the GHS, are required to submit at least one hard copy of each product 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.

EMPLOYMENT ELIGIBILITY: If the Bid Documents require 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

NO ASSIGNMENT: Contractor awarded the contract shall not assign the contract in whole or in part to any other person or entity without the prior written consent of OPS, which shall not be unreasonably withheld, nor shall any interest of Contractor in the contract be transferred by operation of law.

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.

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