



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

INVITES BIDS ON:

Grand Pianos and Dollies

BID NUMBER: #22-083
BID DUE: July 01, 2022 at 2:00PM CST

Please include the bid number on all correspondence.

Submit email electronic replies to locked bid box: mussp@ops.org

**DISTRICT OPERATIONAL SERVICES**

PURCHASING DIVISION

3215 CUMING STREET

OMAHA, NE 68131-2024

PHONE – 531-299-9840

BID NUMBER: #22-083

DATE ISSUED: **June 03, 2022**DATE DUE: **July 01, 2022 at 2:00 PM CT**TITLE OF BID: **Grand Pianos and Dollies**

I. BID INVITATION: Douglas County School District (Omaha Public Schools) (“OPS”) invites qualified suppliers to submit bids for Grand Pianos and Dollies as specified in the Bid Documents (collectively referred to herein as “Products” and may be also referred to individually as a “Product”). Bids must be submitted in accordance with the requirements stated in these Bid Documents. The bid price quoted in the bid shall include a single price for the following Products and services: purchase of the Products, any assembly necessary to make the pianos playable and the dollies useable for their intended purposes, delivery to the OPS school locations specified in the Product Specifications, placement of the Product or Products within the designated music room as directed by OPS and removal from OPS property and proper disposal of all shipping boxes, containers, and other shipping materials, tuning, and the price shall also include all insurance costs, duties, surcharges, tariffs and brokerage costs. The Bid Documents include this Bid Invitation, the Bid Submission Instructions, the General Terms and Conditions, the Product Specifications and the bid form.

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

1. **Bid Preparation.** All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. **DO NOT SUBMIT BIDS ON ANY OTHER FORM.** Unless specifically allowed in the Bid Documents, only one bid form may be submitted by any bidder. All required blanks on the bid form must be completed and the final page of the bid form must be signed by an authorized representative of the bidder. All prices are to be rounded off to two decimal points. All prices should be quoted F.O.B. Omaha Public Schools delivery site in Omaha, Nebraska. The amount bid shall be the total cost to OPS for the Products or services specified, inclusive the services enumerated in the Bid Invitation, together with all insurance costs, duties, surcharges, tariffs and brokerage costs and no additional amount will be paid by OPS to the successful bidder for the Products or 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 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 clearly indicate the Product on which it is bidding, and shall supply a sample or descriptive data, to be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid. OPS reserves the right in its discretion to determine whether an alternate brand is acceptable. In the event the bid is for an item that requires a Safety Data Sheet (SDS), bidder shall include such SDS with bidder’s bid proposal. Bids that attempt to change, modify, or add additional terms and conditions to the Bid Documents by conditioning a bid response upon the acceptance by OPS of contract terms attached to a bid response or referencing in a bid response certain contract terms on a web site shall be considered non-complying bids by OPS and may be rejected by OPS.

2. **Bid Questions:** Any questions or requests for interpretation of these Bid Documents must be submitted in writing by e-mail to musspqa@ops.org by 2:00 p.m. CT on June 03, 2022. The communications requirements have been established by the District to ensure a fair and equitable process for all potential bidders.

The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this bid may result in the disqualification of the bidder as a potential Contractor. Answers to questions will be provided to all potential bidders known to OPS to have requested the Bid Documents, without indicating which potential bidder submitted the question.

3. Piano and Dolly Descriptions: Bidders will provide as an attachment to their bid proposal product data sheets with the accurate image of all the Products being bid by the bidder. The product data sheet will also include the product description and all available finishes. In addition, bidders will also furnish as an attachments to their bids the following product information:

- a. A .pdf formatted electronic version of the product data sheet. Product data sheets shall include an accurate image of the Product being bid. Technical data listed shall include manufacturer, model number, product description, technical specifications, dimensions and available finishes for each item being bid.
- b. An accurate image of each Product being bid, identifying the item using the manufacture's item number.

The Product Specifications in the Bid Documents identify the general style, type, character, and quality of the Product desired, and any Product which OPS, in reviewing the bidder's bid, determines in its sole discretion to be equal of the specified Product, considering quality, workmanship, materials, economy of operation and suitability for the purpose intended shall be acceptable. The Bidder is responsible to clearly and specifically indicate in its bid proposal the Product being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable OPS to determine if the Product offered meets the requirements of the solicitation. Detailed material and construction specifications must be included. Failure to furnish adequate data for evaluation purposes may result in the rejection of the bid.

4. Warranty: Bidders will include in an attachment to their bid a complete detailed copy of the manufacturer warranty for each Product included in the bidder's bid proposal. The warranty should include a description of the warranty coverage, the warranty duration, how warranty claims are reported and processed; the method for determining warranted manufacturing defects versus negligence, misuse or abuse; and an explanation of how the bidder or manufacturer handles replacements of defective or damaged items. If there are multiple warranties for different portions of a Product proposed by the bidder, all such warranties shall be described.

5. Bid Submission: All bids must be submitted to OPS by email to the following locked e-mail bid box address: mussp@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 Grand Pianos and Dollies, Bid 22-083."

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

6. 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 Document. Please allow enough time for delivery. The risk of delivery rests solely on the bidder. Bidders who wish to receive an electronic delivery

receipt for their email bid submission should select that message option on their end when sending the bid to the District's locked bid box. Late bids will not be accepted. The time stamp on the District's email shall be the official clock for determining when the time for submission of bids has closed.

7. **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 for Bid submissions, in accordance with this paragraph. A withdrawal may only be done by the bidder via an e-mail message to the same locked e-mail bid box where the bid was originally submitted, with the notation of the subject line stating "Withdrawal of bid for Grand Pianos and Dollies, Bid No. 22-083"; and, received by the OPS Purchasing Division prior to the date and time the bid is due. A hard copy, facsimile or telephone withdrawal request will not be honored. An e-mail bid addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. Bids may only be withdrawn by written e-mail notice received by OPS prior to 2:00 p.m. Central time on the due date. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of bids. All bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for 90 days after the bid due date and may not be withdrawn prior to the expiration of such 90-day period.

8. **Bid Opening:** Those submitting bids can attend the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States, Phone Conference ID: 685675657# so that bids can be opened in public immediately following the close of the time specified for submitting bids in the presence of the firms or representatives of the firms submitting bids.

9. **Bid Award:** OPS reserves the right to reject any or all bids or any part thereof and to waive any technicalities. The award of the Bid will not be based solely on price. Other factors to be considered for the award will include, but not be limited to, the sound, tone, key response of the piano, along with conformity to the Product Specifications listed in the Bid Documents. OPS reserves the right, after the bids are opened and prior to bid award, to conduct a physical inspection and/or demonstration of the Product being bid as a part of its evaluation of the Product. In the event OPS makes such a request, the bidder will arrange, at its cost, for inspection and demonstration of the Product by OPS representatives at an OPS facility or at a location within an 3 hour driving distance of the OPS Teacher Administrative Center at 3215 Cuming Street, Omaha, Nebraska. Such inspection and demonstration must be arranged within ten (10) calendar days from the request by OPS for the demonstration. If the demonstration is not timely arranged, the bidder's bid may not be considered. If awarded the bid for a Product item and the delivered Product fails to conform to the Product that was inspected and demonstrated, the Contractor furnishing that Product shall be required to immediately replace the non-conforming Product item with a replacement conforming to the sample and the contract requirements at no additional cost to OPS. 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 Contract Documents (defined in Article III General Terms and Condition, paragraph 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.

10. **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.

11. **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 and the successful bidder bid form, will become a part of the contract or purchase order between the successful bidder and OPS. The term "Contractor" as used herein, means the successful bidder that is issued a purchase order by OPS or who contracts with OPS to furnish the Products or services being bid.

1. **The Contract:** The contract or official purchase order of the OPS that is issued to the Contractor will constitute the contract with OPS for the purchase of the Products or services specified in the purchase order and will incorporate by reference the Bid Documents and Contractor's completed bid form (all of the foregoing documents, including the contract or purchase order, are collectively 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.

2. **Taxes:** OPS is exempt from state and city sales 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 may not be submitted to OPS until the Products furnished to OPS that are included in the invoice have been delivered and accepted by OPS at the delivery point. All invoices must be sent in duplicate to the Accounts Payable Division and shall contain the OPS purchase order number on the face of the invoice. Invoices must be 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.

5. **Insurance Requirements:** At any time Contractor is performing services on District property, Contractor will maintain the following insurance coverages:

Workers' Compensation – Nebraska Statutory Coverage

Employer's Liability Insurance with limits of:

\$500,000 per accident

\$500,000 disease, policy limit

\$500,000 disease, each employee

A Waiver of Subrogation endorsement in favor of the District shall be added.

Commercial General Liability Insurance.

Limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for both bodily injury and property damage. Coverage shall include completed operations, broad form property damage, and personal injury and advertising liability coverage. The District shall be named as an additional Insured on a Primary and Noncontributory basis including completed operations. A Waiver of Subrogation in favor of the District shall be added.

Automobile Liability Insurance

\$1,000,000 combined single limit for both bodily injury and property damage

Covers owned, non-owned and hired vehicles

The foregoing insurance can be provided by any combination of base and excess liability coverages and shall be primary and non-contributory. Liability coverages must be on an occurrence basis. The District shall be named as an additional insured on all liability policies. The policies shall be endorsed to provide that the District shall receive at least 30 days' prior notice of any non-renewal, cancellation, material modification, or any reduction in coverages or coverage amounts. The Firm will provide certificates to the District evidencing such coverages.

6. **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.

7. **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.

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 shall not be unreasonably withheld. 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. **Indemnity:** Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless OPS and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and

expenses) arising out of or in connection with: (i) any act or omission of Contractor or Contractor’s agents, contractors or employees; (ii) any default, breach, violation or non-performance by Contractor of the contract between the Contractor and OPS or (iii) any injury to persons or property or loss of life caused by Contractor or by Contractor’s agents, contractors or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of OPS, or its employees, agents, or contractors.

11. **Use of Tobacco Products:** There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of OPS property. This regulation shall be enforced by the Contractor.

12. **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. In such event, in addition to other remedies available to OPS, Contractors shall be liable to OPS for any additional amounts OPS must pay to obtain substitute Products from an alternate supplier.

IV. PRODUCT SPECIFICATIONS. The bidder awarded the contract will be expected to furnish the Products to OPS that comply with the following specifications:

1. **Products to be Furnished.** Contractor agrees that it will supply to OPS, if and when ordered from Contractor by OPS, all of the Products listed in Contractor’s bid response that were awarded to Contractor by OPS. The Products, as described under “Description/Specifications” column in the chart in Section 4 of the Product Specification portion of the Bid Documents will be procured by OPS through an OPS purchase order. Unless otherwise specified by OPS, the Products furnished by the successful bidder shall be new and unused and shall conform to the specifications in the Contract Documents. The Products will have all warranties and certifications required by the Contract Documents along with any warranties and certifications otherwise provided by the Contractor and manufacturer, which will be assigned to OPS at the time the equipment is furnished.

2. **Quantities and Pricing.** Contractor will furnish the Products awarded to Contractor by OPS at the time and in those quantities specified in the Contract Documents during the term of the contract with OPS. OPS shall have the right to order additional quantities of the same Products at the contract price during the term of the contract, including any extensions thereof; however, OPS does not guarantee that it will purchase any additional Products other than the amount of those items specified in Section 4 of these Product Specifications awarded to the Contractor. Additional Products may be purchased by OPS at the Contractor’s contract price for any orders for additional Products placed by OPS and Contractor during the Contract term beginning upon the execution by OPS of a contract with the Contractor or upon the issuance of the first purchase order to Contractor for any of the awarded Products if no contract is signed and ending at the close of business on July 31, 2022. Additional Products will be delivered and installed by Contractor in the manner required by the Contract Documents at the OPS location specified in the purchase order, unless OPS directs in its purchase order that some of the additional Products be delivered to OPS, but not installed.

3. **Assembly and Delivery.** The bidder will be responsible for delivering and assembly of the pianos and dollies it is supplying to one or more of the following locations as directed by OPS.

Piano Delivery and Assembly Estimated Start Dates

School Location	Address	Date
Buena Vista High School	5616 L St., Omaha, NE 68117	July 2022
Westview High School	15800 Summit Plaza, Bennington, NE 68007	July 2022
South High School	4519 S 24th St, Omaha, NE 68107	July 2022

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

Products are to be provided to OPS F.O.B. destination to Omaha Public School delivery site in Omaha, Nebraska. The price for the Products in the Contract Documents shall be the total cost to OPS for the specified Product and there shall be no additional charges for shipping, assembly, installation, removal and disposal of packing and shipping materials, insurance costs, duties, surcharges, tariffs and brokerage costs or any other additional charges. The specific delivery site will be stated in the purchase order. If not stated, then the delivery site shall be the OPS warehouse at 4515 South 68th Street, Omaha, Nebraska 68117. All deliveries must be made between the hours of 8:00 am and 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 purchase order or in Contractor's bid response, if indicated. The transportation, delivery, installation and refuse removal and disposal arrangements shall be the responsibility of the Contractor, at no additional cost to OPS. Contractor shall also have each piano professionally tuned by a qualified and experienced piano tuner at Contractor's cost as described in Section 6 of these Product Specifications. Items shall be delivered by Contractor directly to the school installation site at the time of installation. Delivery shall be made from the designated unloading location directly to the specified room and location in the school building. Elevators will not be available for moving products between floor levels. No OPS storage space is available prior to the delivery and installation date. Product installers will be required to utilize stairs for multi-floor access. The Contractor shall have complete responsibility for any loss or damage to the Products until they are fully assembled and delivered to the designated area and accepted in writing by approved OPS staff. Contractor shall be responsible at its cost for proper disposal of crating and packing materials from OPS premises. Crating and packing materials shall be removed from the Installation site immediately following completion of installation and must be properly and legally disposed of by the Contractor. Ownership of and title to all Products ordered by 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 after installation at the delivery point.

4. **Product Specifications and Quantities:** The Product specifications for the Products to be supplied to OPS are shown on the chart below. The quantities of Products also shown in the chart below refer to the number of all Grand Pianos and Dollies that OPS intends to acquire. The Contractor awarded the contract to supply one or more of the Products will be expected to supply those quantities of the Products that were awarded by OPS to the Contractor. Contractor shall also be required to perform any assembly necessary to make the pianos and dollies useable for their intended purposes, deliver the specified piano and the specified dolly for that piano to the designated OPS locations, place the piano within the designated music room as directed by OPS and remove from OPS property and properly dispose of all shipping boxes, containers, and other shipping materials and tune the piano.

[Product specifications chart begins on the next page]

PRODUCT ITEM	DESCRIPTION / SPECIFICATIONS	QUANTITIES PER SCHOOL		
		Buena Vista High School	Westview High School	South High School
5' Baby Grand w/Bench and Dolly				
	<p>5' 3" nominal by 1-inch Baby Grand Piano and Dolly Specifications:</p> <ul style="list-style-type: none"> - Minimum quality of Yamaha GC1 5'3" Baby Grand Piano or Kawai GL-20 - Polished Ebony finish - Grand Piano humidifier system and installation - Delivery to the final location - One (1) on-site tuning – to be completed within 30 days of delivery to final location - Assembly of dolly and mounting of dolly to piano - 10 Year Warranty - Polished Ebony Finished padded bench – 22.0" W x 13.0" D x 19.5" H, nominal by 1 inch - Grand Piano Dolly with 3 locking casters 	1	1	
6' Grand Piano w/Bench and Dolly				
	<p>6' nominal by 1-inch Grand Piano and Dolly Specifications:</p> <ul style="list-style-type: none"> - Minimum quality of Yamaha C3X 6' Grand Piano or Kawai GL-50 - Polished Ebony finish - Grand Piano humidifier system and installation - Delivery to the final location - One (1) on-site tuning – to be completed within 30 days of delivery to final location - Grand Piano Dolly with 3 locking casters - Assembly of dolly and mounting of dolly to piano - 10 Year Warranty - Polished Ebony Finished padded bench – 22.0" W x 13.0" D x 19.5" H, nominal by 1 inch 	1	1	1

5. **Installation:** The Contractor shall be solely responsible for repairing any damage to the OPS's buildings and other real or personal property caused by Contractor during the delivery and installation process. If any such damage occurs, it shall be first reported to the OPS contract administrator. Any repairs to the facility from such damage will be performed by an OPS designated construction contractor, but at Contractor's cost. The Products, when installed in the designated location by Contractor shall be free of dirt, dust, marks, dents, scratches, tape, packaging or other foreign substances. The installation shall be inspected by representatives of OPS and the Contractor for compliance with the contract requirements prior to final acceptance in writing by OPS. In the event any Product delivered by Contractor fails to conform to Product Specification in the Bid Documents, Contractor shall remove the Product and immediately replace the Product with an acceptable Product conforming to the Project Specifications at no additional cost to OPS.

6. **Tuning:** Contractor must, at its cost, tune all Grand Pianos supplied by Contractor, using a qualified and experienced piano tuner, and complete the tuning session within 30 business days after installation. The cost for the tuning session shall be included in the price of the Product.

7. **Risk of Loss:** Ownership of and title to all Products supplied by Contractor to OPS will not pass to OPS until it is installed at the designated school and accepted in writing by authorized OPS personnel. Title will pass to OPS free and clear of any adverse claim or encumbrance. All risk of loss or damage to any of the Products supplied by Contractor will remain with the Contractor until accepted by OPS after installation. Any loss or damage to any such Product occurring prior to such acceptance in writing by authorized OPS personnel will be replaced by Contractor at its cost.

8. **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, including any treated materials or fabric used in the construction or manufacture of this product 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.

**BID NO.: #22-083
Grand Pianos with Dollies**

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 and installation costs thereof hereby proposes and agrees to furnish the Products as listed in the Bid Document, as and when ordered by OPS, at the prices listed below, in strict compliance with the Bid Documents.

The undersigned further certifies that the firm is capable of performing the contract with OPS if awarded the bid and can meet the needs and requirements of OPS, that it understands the requirements of the Bid Documents and that other factors specified in the Bid Documents, in addition to the cost of 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 all technicalities.

PRODUCT ITEM	QUANTITY	MANUFACTURER AND MANUFACTURER ITEM NUMBER	PRICE PER UNIT
5' Baby Grand w/Bench and Dolly	2		
6' Grand Piano w/Bench and Dolly	3		

Attachments:

1. Product Data Sheets and technical information
2. Product images
3. Warranty Information

SIGNATURE PAGE

**BID NO: #22-083
Grand Pianos with Dollies**

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

CONTRACT NAME: _____

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

Acknowledge Receipt of Bid Addendums:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

**BID NO: 22-083
Grand Pianos with Dollies**

and e-mailed to:

BID LOCK BOX: **MUSSP@OPS.ORG**

DUE BY 2:00 PM (CT) on July 01, 2022

DOCS/2808448.2