



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

INVITES BIDS ON:

EARLY CHILDHOOD CLASSROOM MATERIALS

BID NUMBER: #24-031

BID DUE: March 22, 2024 at 2:00PM CST

Please include the bid number on all correspondence.

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

**DISTRICT OPERATIONAL SERVICES****PURCHASING DIVISION**

3215 CUMING STREET

OMAHA, NE 68131-2024

PHONE – 531-299-0229

BID NUMBER: **#24-031**DATE ISSUED: **February 23, 2024**DATE DUE: **March 22, 2024 at 2:00 PM CT**
MATERIALSTITLE OF BID: **EARLY CHILDHOOD CLASSROOM**

I. BID INVITATION: Douglas County School District (Omaha Public Schools) ("OPS") invites qualified suppliers to submit bids to furnish OPS with **Early Childhood ("EC") Classroom Materials** (collectively referred to herein as "Products" and may be also referred to individually as a "Product") that comply with the Product Specifications in the Bid Documents. The bid price quoted in the bid shall include a single per item price for each item being bid. Bids must be submitted in accordance with the requirements stated in these Bid Documents. The Bid Documents include this Bid Invitation, the Bid Submission Instructions, the General Terms and Conditions, the Product Specifications and the Bid form.

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

1. **Bid Preparation.** All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. **DO NOT SUBMIT BIDS ON ANY OTHER FORM.** Unless specifically allowed in the Bid Documents, only one bid form may be submitted by any bidder. All required blanks on the bid form must be completed 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 Documents, together with all insurance costs, delivery costs duties, surcharges, tariffs and brokerage costs and no additional amount will be paid by OPS to the successful bidder for the Product or service 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 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.

2. **Bid Questions:** Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to **lockbidsqa@ops.org** by 2:00 p.m. CT on March, 6 2024. The communications requirements have been established by OPS to ensure a fair and equitable process for all potential bidders. The email address listed above for questions is the only authorized location and representative of OPS who can respond to questions regarding this bid. Any attempt to communicate or contact any Board Member, employee, or consultant of OPS on any manner having to do with any aspect of this bid may result in the disqualification of the bidder as a potential Contractor. Answers to questions will be provided to all potential bidders known to OPS to have requested the Bid Documents, without indicating which potential bidder submitted the question.
3. **Bid Submission:** All bids must be submitted to OPS by email to the following locked e-mail bid box address: **lockbids@ops.org**. All 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 attached for Bid No. 24-031 EARLY CHILDHOOD CLASSROOM MATERIALS."
 - c. As an attachment to the bid proposal, Bidders must include a .pdf formatted document with detailed Product specifications for each item being bid to OPS. Specifications should include Product manufacturer, Product item number and a photo or photos detailing the Product.
 - d. Bidder must include the executed Certification (Exhibit A) with their bid.

Bids submitted in any other form, including hard copy, facsimile and telephone bids, along with bids submitted to an email address other than the one indicated in these Bid Documents 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.

4. **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' mailbox. 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. The time stamp on the OPS's email shall be the official clock for determining when the time for submission of bids has closed.
5. **Bid Withdrawals and Resubmissions:** Withdrawal of a bid may be made by a bidder 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 stating "Withdrawal of Bid No. 24-031, EARLY CHILDHOOD CLASSROOM MATERIALS"; and actually, received by the OPS Purchasing Division prior to the date and time 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.
6. **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: 914 574 34# so that bids can be opened in public at the OPS Teacher Administrative Center, 3215 Cuming Street,

Omaha, Nebraska, immediately following the close of the time specified for submitting bids and in the presence of the firms or representatives of the firms submitting bids who elect to attend the bid opening.

7. **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 a contract is signed by Contractor and OPS. 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 into the contract or purchase order the Contract Documents (defined in Article III General Terms and Condition, paragraph 1 below). OPS will submit to the successful bidder after the bid award the contract form that will be utilized by the parties.
8. **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.
9. **Bid Tabulations:** Bid tabulations are available for review, by appointment, in the Purchasing Division offices. Copies of the bid tabulations are available. The cost for a bid tabulation copy is \$5.00 for any tabulation up to 20 pages in length. There is an additional charge of \$.25 for each page in excess of 20 pages. Make checks payable to Douglas County School District 0001. Bidders may include a request for a bid tabulation copy with its bid response or may contact the OPS buyer to make a request. The buyer will notify the bidder regarding the cost of the bid tabulation once it is known.

III. GENERAL TERMS AND CONDITIONS. The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the contract or purchase order between the successful bidder and OPS. The term "Contractor" as used herein, means the successful bidder that is issued a purchase order by OPS or who contracts with OPS to furnish the Products or services being bid.

1. **The Contract or Purchase Orders:** The contract or official purchase order of OPS that is issued to the Contractor will constitute the contract with OPS for the purchase of the Products or services specified in the contract or 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 complete 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 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.
3. **Compliance with the Law:** Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes in the performance of the contract. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Products

and services. Contractor represents that it is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (See 45 CFR part 76.) as the same may be amended from time to time.

4. **Invoices:** Invoices will not be submitted to OPS until the Products 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 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. **Civil Rights:** Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Contractor agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which OPS receives federal financial assistance from the Department; and hereby gives assurance that the Institution will immediately take any measures necessary to effectuate this Agreement. Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Contractor.
6. **Employment Eligibility:** If the Contract with OPS requires physical performance of services in the State of Nebraska, as determined under Nebraska law, the Contractor awarded the contract shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall contractually require all subcontractors performing work under such contract to also register and utilize such electronic verification system. The Contractor awarded the contract and all of such Contractor's subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by Contractor nor any subcontractor to perform services in Nebraska under such contract. Contractor shall provide such reasonable documentation as OPS may request from time to time during the performance of the contract and for 5 years thereafter documenting compliance with the provisions of this

Section. Failure to comply with these provisions will constitute a default under any contract awarded by OPS.

7. **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.
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 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.
9. **Termination of Contract:** In the event that the Contractor awarded the contract or is issued a purchase order fails or refuses to perform such contract or purchase order according to its terms, or in the event such Contractor otherwise defaults in the performance thereof, OPS may, in addition to all other rights that it may have at law or equity, terminate such contract or purchase order, and may enter into a contract with another vendor for the same product or service. 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.
10. **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.
11. **Requirements Relating to Federal Awards:** The following requirements must be met by Contractor, and where applicable, by subcontractors, in connection with the performance of the Contract with the District as required for any contracts involving a Federal award. This contract is being funded through a Federal award.
 - a. By submitting a proposal and entering into a contract with the District, Contractor represents that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - b. If the amount of the Contract between the District and the Contractor is \$100,000 or more, Contractor shall file a certification (see Exhibit A to the Bid Documents). In the certification, recipients of each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the District.

- c. If the Contract between the District and the Contractor is in excess of the amount of \$150,000 Contractor will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the District, the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
12. **Governing Law, Jurisdiction and Forum Selection.** The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between OPS and Contractor and of the Contract Documents without regard to its conflicts of laws principles. The Contractor who enters into the Contract with the District 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 or the Contract.

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, upon the issuance of OPS purchase orders and on or before July 31, 2024, at the facility specified in the purchase orders, with all of the Products listed in Contractor's bid response that were awarded by OPS. All Products provided shall be undamaged at delivery and shall be new and unused. Contractor agrees that it will supply to OPS, upon the issuance of OPS purchase orders and on or before the specified delivery dates at each facility specified in the purchase orders, with all of the Products listed in Contractor's bid response that were awarded by OPS and are reflected in the purchase order. The Products provided by Contractor shall have all warranties and certifications required by the Bid Documents or otherwise provided by the Contractor and manufacturer, which manufacturer's warranty will be assigned to OPS at the time the warranted Product is furnished. Contractor's price per Product shall be the total amount to be paid by OPS for the Product and any other Product to be supplied. Including the cost of the Product and other specified products purchased by OPS with the Product, all warranties, transportation of the Product and related products to the delivery location and shall also include the cost of providing all insurance coverage, duties, tariffs and brokerage charges, necessary to complete delivery to OPS.
2. **Quantities and Pricing.** Listed in the table below are the Product name, Product specifications and estimated quantities for the Products to be acquired by OPS. The quantities below refer to the estimated quantity of all Products that OPS intends to acquire for EARLY CHILDHOOD CLASSROOM MATERIALS with an estimated purchase date of April 2024. OPS does not guarantee that any particular quantity of Products will be purchased by OPS or that OPS will purchase all Products specified in the Bid Documents. The Contractor will be expected to supply those quantities of Products that were awarded by OPS to Contractor. The Contractor shall also be required to deliver the specified Products to the OPS location specified on the official purchase order(s), or as directed by OPS.

[Bid Documents continue on next page]

OPS Item Code	Product Name	Description/Specifications	Total Units
EC-1	Sand & Water Table	<ul style="list-style-type: none"> - Includes durable frame with minimum 2 connections, clear tub, cover and minimum 15 downspout attachments - On casters for easy movement - Frame measures approximately 27"L x 27"W x 45"H and tub measures approximately 9" deep 	80
EC-2	Directional Poly Spots Set	<ul style="list-style-type: none"> - Minimum 30-piece set of poly spots used to design a track or course - Spots Include: Start/Finish lines, straight lines, slow signs, stop signs, curved arrow pieces, and straight arrow pieces - Vinyl construction stays in place when stepped on approximately 1/4" thick 	80
EC-3	Shapes Bean Bag Toss	<ul style="list-style-type: none"> - Includes 6 Rainbow-colored square beanbags and target - Target Frame measures approximately 33"W x 4'H - Target includes 3 color coded targets in 3 different shapes 	80
EC-4	Jumbo Board Game	<ul style="list-style-type: none"> - Interactive oversized dice-roll board game that keeps kids moving, for ages 3 - 6 - Includes 100 spot Gameboard mat designed for indoor or outdoor use, Pair of Foam 6-sided Dice, and Activity/Game Instructions - Gameboard mat approximately 10'L x 10'W - Play with a Purpose item #24-523 or equal 	80
EC-5	Trail Balance Bridges	<ul style="list-style-type: none"> - Includes minimum 6 plastic logs and 4 bases that support the logs (logs lock into bases) - Logs contain a curved side, a flat side and tactile patters to provide sensory input - Supports up to 130 lb. - Weplay item #KP5001 or equivalent 	80
EC-6	Dramatic Play Veterinarian Set	<ul style="list-style-type: none"> - Set includes minimum 57 pieces of veterinarian dramatic play accessories (vet costume, plush animals, stethoscope, exam cards etc.) - Accessories appropriate for ages 3-6 	80
EC-7	Dramatic Play Hospital Set	<ul style="list-style-type: none"> - Set includes minimum 32 pieces of hospital dramatic play accessories (doctors coat, stethoscope, blood pressure cuff, exam cards etc.) - Accessories appropriate for ages 3-6 	80
EC-8	Dramatic Play Mail Delivery Set	<ul style="list-style-type: none"> - Set includes: minimum 22 plastic postcards with write on surface, mail bag with hook and loop shoulder strap, and mailbox with front chute and rear opening - Mailbox measures approximately 32"H x 13.75" W - Angeles item #AFB6150 or equivalent 	80
EC-9	STEM Classroom Pack	<ul style="list-style-type: none"> - Introduces young students to a variety of STEM concepts - Includes 1 each the following themed activity sets: Magnets, Simple Machines, Sink or Float and Force & Motion - Each Set includes reuseable materials for hands on activities and an activity guide - Learning Resources item #LER2834 or equivalent 	80
EC-10	Ball Run Structure	<ul style="list-style-type: none"> - Various shaped pieces connect magnetically to allow students to create ball run tracks - Includes instructional guide - Building rods measure approximately 3"L to 5"L - SmartMax item # SMX 600US or equivalent 	80

EC-11	Shape Matching Cube	<ul style="list-style-type: none"> - Includes plastic cube and 6 different shapes tethered to the cubes corners - Shapes are textured, silicone material and fit into the matching shaped sides on the cube - Approximate Cube Dimensions: 4-1/4"L x 4-1/4"W x 4-1/4"H 	80
EC-12	Spin Stacker	<ul style="list-style-type: none"> - Includes 6 rainbow colored stackable plastic discs, corkscrew pole and reversible base - Discs fit onto corkscrew pole, pole fits into reversible base - Approximately 16-1/2"H x 6-3/4" diameter 	80
EC-13	Shape Sorting Set	<ul style="list-style-type: none"> - Includes base, 6 different hollow shapes and 6 silicone plugs - Shapes fit into base, plugs fit into shapes - Approximately 3-1/2"H x 9" diameter 	80
EC-14	Shape Sorting Box	<ul style="list-style-type: none"> - Includes plastic cube with colorful plastic bands along the sides that blocks fit through and 6 differently shaped textured blocks - Approximate cube dimensions 5.5 x 5.5 x 5.5" 	80
EC-15	Animal Stacking Train	<ul style="list-style-type: none"> - 4 colorful wheeled animals that can be stacked big to small or connected together to form a train - Train pieces measure approximately 8.5" to 4.5" - Fat Brain Toys item #FA223 or equivalent 	80
EC-16	Lacing Letters Set	<ul style="list-style-type: none"> - Set includes 52 letters (1 set of lowercase and 1 set of uppercase) and 16 laces - Vowels a singular color and remaining letters assorted colors - Letters approximately 3"H x 2"W 	160
EC-17	Learning Letter Mats	<ul style="list-style-type: none"> - Alphabetical set of 26 laminated cardstock paper letter mats - Mats depict uppercase letter, lowercase letter, an animal and 1 other image that starts with each letter (I.E. – Z z image of zebra image of zipper) - Mats are laminated and durable so they can be written on with dry erase marker or traced on with dough - Mats measure approximately 15" x 10" 	160
EC-18	Alphabet Pebbles Set	<ul style="list-style-type: none"> - Set of 52 letter pebbles (26 uppercase alphabet and 26 lowercase alphabet) - Letters engraved into a durable pebble - Pebbles measure approximately 1.5" - Yellow Door item #YD1000 & YD1009 or equivalent 	80
EC-19	Emotion Rollers Set	<ul style="list-style-type: none"> - Set of 6 dough rollers portraying 6 different emotions - Faces and bodies engraved into rollers - Approximately 3"L x 1" - Yellow Door Item # YUS1186 or equivalent 	160
EC-20	Fishing For Letters Set	<ul style="list-style-type: none"> - Set includes 26 (A-Z) fish with uppercase letter on one side and lowercase letter on the other, 2 fishing rods that hook or connect onto fish and storage container - Fish approximately 4"L and rods approximately 20"L 	80

EC-21	Self-Regulation Stones Set	<ul style="list-style-type: none"> - Set of 12 stones each imprinted with a different simple image depicting an emotion (I.E Sun, Cloud) - Stones approximately 1.75" - Yellow Door Item #1148 or equivalent 	160
EC-22	Emotion Cube Set	<ul style="list-style-type: none"> - Set of 4 dice like soft foam cubes: two cubes with different facial expressions and 2 cubes with prompts/questions designed to get students talking about their emotions - Learning Resources item #LER7289 or equivalent 	160

3. **Delivery.** The Products ordered by OPS will be delivered directly to the individual location specified by OPS in the purchase order with the initial order being delivered no later than July 31, 2024. Delivery may be made to OPS only after a valid purchase order has been issued by OPS. In the event that 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. the specified Omaha Public Schools delivery site in Omaha, Nebraska. No additional shipping charges will be allowed. The specific delivery site will be stated in the purchase order. 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. Products shall not be left on a loading dock, but should be delivered in person to an OPS representative. Ownership of all Products shipped to OPS passes to OPS at the time delivered and accepted by OPS at the delivery point. All risk of loss to any Products will remain with the Contractor until accepted by OPS at the delivery point.
4. **Safety Data Sheets:** Contractor shall furnish OPS with at least one hard copy of safety data sheets (SDS) as stated in 29CFR 1910.1200 or under the GHS, for each product, chemical substance, mixture, preparation, 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.
5. **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 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 Product supplied by Contractor will remain with the Contractor until accepted by OPS after delivery. 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.

BID NO.: #24-031

EARLY CHILDHOOD CLASSROOM MATERIALS

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 EARLY CHILDHOOD CLASSROOM MATERIALS specified in the Bid Documents and the delivery costs thereof hereby proposes and agrees to furnish the EARLY CHILDHOOD CLASSROOM MATERIALS as described in the Product Specifications 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 firm is capable of performing the contract with OPS if awarded the bid and can meet the needs and requirements of OPS, that it understands the requirements of the bid documents and that other factors specified in the Bid Documents, in addition to the cost of the Products, may be considered in determining the successful bid or bids. The undersigned further acknowledges that once 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 all technicalities and irregularities.

[Bid Form continues on next page]

EARLY CHILDHOOD CLASSROOM MATERIALS

OPS Item Code	Product Name	Total Units	Unit Price
EC-1	Sand & Water Table	80	
EC-2	Directional Poly Spots Course	80	
EC-3	Shapes Bean Bag Toss	80	
EC-4	Jumbo Board Game	80	
EC-5	Trail Balance Bridges	80	
EC-6	Dramatic Play Veterinarian Set	80	
EC-7	Dramatic Play Hospital Set	80	
EC-8	Dramatic Play Mail Delivery Set	80	
EC-9	STEM Classroom Pack	80	
EC-10	Ball Run Structure	80	
EC-11	Shape Matching Cube	80	
EC-12	Spin Stacker	80	
EC-13	Shape Sorting Set	80	
EC-14	Shape Sorting Box	80	
EC-15	Animal Stacking Train	80	
EC-16	Lacing Letters Set	160	
EC-17	Learning Letters Mats	160	
EC-18	Alphabet Pebbles Set	80	
EC-19	Emotion Rollers Set	160	

EC-20	Fishing For Letters Set	80	
EC-21	Self-Regulation Stones Set	160	
EC-22	Emotion Cube Set	160	

Attachment:

Product Specifications and Photo(s). This attachment must also include the Product manufacturer and Product item number.

[Signature page follows]

SIGNATURE PAGE**BID NO: #24-031**

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 Addendum:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

BID NO: #24-031**EARLY CHILDHOOD CLASSROOM MATERIALS**

and e-mailed to:

BID LOCK BOX: **lockbids@ops.org****DUE BY 2:00 PM (CT) on March 22, 2024**

EXHIBIT A**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1)** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2)** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3)** The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(signature)

(print name)

(title)

(date)