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

INVITES BIDS ON:

New and Unused Tire Balance Machine

BID NUMBER: 24-053
BID DUE: Tuesday, June 25, 2024 at 2:00 PM CST

Please include the bid number on all correspondence.

Submit email electronic replies to locked bid box: bids4transporation@ops.org
I. **BID INVITATION**: Douglas County School District 0001 (Omaha Public Schools) (“OPS”) invites qualified suppliers to submit bids on a New and Unused Tire Balance Machine and related services (the “Product” or “Products”) as specified in the Bid Documents. Bidder must be able to provide maintenance and repair services for the Product within a 50-mile radius of Omaha, Nebraska (sometimes referred to as the “related services” in these Bid Documents). 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, all required attachments included 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, and no additional amount will be paid by OPS for delivery. 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 states that a particular brand or product (NO SUBSTITUTE ALLOWED) 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 of the proposed substitute, to be attached to the original copy of the bid where applicable. If the bidder fails to submit the above information or if OPS determines that the proposed substitute Product is not acceptable, the bid may be rejected by OPS. 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 email to Bidquestions4transportation@ops.org by 2:00 p.m. CT on
Thursday, June 13, 2024. OPS will not respond to questions received after this date and time. 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 email bid box address: Bids4transportation@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 a New and Unused Tire Balance Machine, Bid Number 24-053.”

   c. The bid must have the following attachments submitted with the bid:

      (i) Manufacturer’s specifications for the Product proposed by the bidder;

      (ii) List of variances from Minimum Specifications (if any); and

      (iii) Manufacturer’s warranty information for the Product.

Hard copy, facsimile and telephone bids will NOT be accepted. Email bids must be submitted to the locked email bid box by the time and date specified on the Bid Documents for the close of bidding. The time stamp on the OPS email system will be the official clock utilized to determine the time for the close of bidding.

4. **Variance from Minimum Specifications:** The Product Specification portion of the Bid Documents contains the Minimum Specifications for the Product. If the Product that is proposed to be furnished by a bidder varies from these Minimum Specifications, then the Product proposed must either meet or exceed the requirements of the Minimum Specifications. OPS reserves the right to determine equivalence in evaluating any variance in the Product proposed by a bidder in its bid proposal and whether the proposed Product actually meets or exceeds the Minimum Specifications. If OPS determines that the Product proposed by a bidder is not the equivalent or does not exceed the Minimum Specifications, that bid will be rejected. Bidders shall include with their bid response an attachment detailing the specifications of the Product proposed by the bidder and listing any variances from the Minimum Specifications.

5. **Bid Submission Deadline:** Bids are due at 2:00 p.m. Central time on the due date specified in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be returned unopened to the bidder. OPS is not responsible for ANY late bids due to failure or delay in email delivery. The bid must be received by the time and date indicated on the Bid Documents. 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 email system shall be the official clock for determining when the time for submission of bids has closed. If requested, a confirmation of receipt of the email bid submission will be provided to the bidder prior to bid opening.

6. **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. Bids may only be withdrawn by written email notice to OPS to the same locked email bid box where the bid was originally submitted and must contain the notation in the subject line stating: email “Withdrawal of Bid for a New and Unused Tire Balance
Machine, Bid Number 24-053. The withdrawal must be received by the OPS Purchasing Division prior to the date and time the bid is due. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An email 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.

7. **Bid Opening:** Those submitting bids may attend the bid opening by accessing Microsoft Teams meeting by dialing +1-402-509-3892, within the United States, Phone Meeting Conference ID: 176 270 408#. Bids will be opened in public at the Omaha Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska, 68131 immediately following the close of the time specified for submitting bids. Bidders may also attend the bid opening in person.

8. **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. This is an all or nothing bid. After bid opening and evaluation of the bids submitted, a recommendation will be made to the Board of Education as to the bidder that the administrative staff is recommending to the Board for award of the Bid. The OPS Board of Education must approve any contract 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 documents constituting the Contract Documents (as defined in Section III.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 which must be signed and returned to OPS within ten (10) days after receipt.

9. **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.

10. **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:** The contract or official purchase order issued by OPS to Contractor will constitute the “Contract” with OPS for the purchase of the product(s) or service(s) specified in the Contract. The Bid Documents and Contractor’s completed bid form are incorporated into the Contract...
or purchase order by reference (all of the foregoing documents together with the executed Contract are collectively referred to in the General Terms and Conditions, the Product Specifications and the Contract as the “Contract Documents”). In the event of a conflict between the terms of the Contractor’s bid and the other Contract Documents, the terms and conditions of the other Contract Documents shall control.

2. Taxes: OPS is exempt from state and city sale 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 C.F.R part 76.) as the same may be amended from time to time.

4. Invoices: Invoices will not be submitted to OPS until the Product has 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 at least 10 workdays prior to the next Board date where approval will be requested for payment. Payments are generally issued the Tuesday following the Board meeting where payment is approved. The Board generally meets 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 shall not assign the contract in whole or in part to any other person or entity without the prior written consent of OPS, which OPS may withhold in its sole discretion. If approved, the assignee must be able to deliver the specified Product for the price specified in the Contract Documents. 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 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. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract. Should the cost of completing the performance of the Contract, together with such damages and expenses incurred by OPS through the default of the Contractor, at that time exceed remaining unpaid balance of the Contract price, the Contractor shall pay the difference to OPS upon demand by OPS, in addition to all other damages OPS may recover, at law or equity, as a result of the Contractor’s failure to perform.

### IV. PRODUCT SPECIFICATIONS

The Contractor awarded the contract will be expected to furnish the Product to OPS that complies with the following specifications:

1. **Product to be Furnished:** Contractor agrees that it will supply to OPS, if and when ordered from Contractor by OPS, the Product and related services listed in Contractor’s bid response and pursuant to its Contract with OPS or any OPS issued purchase order. The Product furnished by the successful bidder shall be new and unused, free from defects, and shall conform to the specifications in the Bid Documents and in the Contractor’s bid response. The Product will have all warranties 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 Product is furnished. Contractor’s price per Product and related services shall be the total amount to be paid by OPS for each Product and any other product to be supplied with that Product, including all warranties, shipping of the Product, and any related products to the delivery location, and shall also include the cost of providing all insurance coverage, tariffs, and brokerage charges necessary to complete delivery to OPS.
2. **Quantities and Pricing.** Contractors bid must contain pricing for one new and unused Product. Contractor will provide the Product and related services to OPS as specified in these Bid Documents and pursuant to the terms of its Contract with OPS and/or any purchase order issued by OPS. No additional amounts will be paid by OPS to the Contractor for the Product or related services.

3. **Delivery:** The Product to be ordered by OPS will be delivered directly to the individual location specified by OPS and within a delivery time specified by OPS from the date of order. Contractor is to include care and maintenance materials for the Product. Delivery may be made to OPS only after a valid purchase order has been issued by OPS for the Product ordered by OPS. The Contractor’s bid price for the Product shall be F.O.B. Omaha Public Schools delivery site in Omaha, Nebraska, which price must include all shipping charges to the delivery site. No additional shipping charges will be allowed. The delivery site shall be the OPS Transportation facility at 3833 N 72nd St, Omaha, NE 68134. All deliveries must be made between the hours of 8:00 a.m. and 3:30 p.m. Central time on those days when OPS is open for business. Contractor must adhere to any delivery date specified in the purchase order or in Contractor’s bid response, if indicated. 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 Product will remain with the Contractor until accepted by OPS at the delivery point. At the time of delivery, Contractor shall provide to OPS all documents necessary for the operation and use of the Product and to register and license the Product.

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 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. **Minimum Specifications.** The Product and related services to be provided by Contractor must comply with the following Minimum Specifications. If Contractor proposes to furnish a Product that varies from these Minimum Specifications, then the proposed Product must meet or exceed these Minimum Specifications. The Product to be furnished must be new and unused, current year or newer model year. The District’s evaluation will consider whether the Contractor has a repair/maintenance facility within 50 miles of District address 3215 Cuming St., Omaha, NE 68131. Contractor should include the address of its closest facility on the Bid Form. The following are the OPS Minimum Specifications:

**New and Unused Tire Balance Machine**

1. Tire Balancer.
2. Rim Minimum and Maximum Width (in.): 1" - 20"
3. Rim Minimum Maximum Diameter (in.): 10" - 30"
4. Tire Diameter Maximum: 52"
5. Tire Width Maximum: 25"
6. Tire Weight Maximum: 500 lbs.
7. Shaft (Arbor) Size: 51MM
8. The Contractor must be able to provide regularly scheduled maintenance and as-needed repair services for the Product within a 50-mile radius of 3215 Cuming St., Omaha, Nebraska 68131.
BID NO.: 24-053

New and Unused Tire Balance Machine

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 Product specified
and the delivery costs thereof hereby proposes and agrees to furnish the Product listed below, 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 Product, may be considered in
determining the successful bid. 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 any and all technicalities or irregularities.

<table>
<thead>
<tr>
<th>PRODUCT ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tire Balance Machine</td>
<td>1</td>
<td></td>
</tr>
</tbody>
</table>

Where is Contractor's closest repair/maintenance facility? Please provide address. ________________________________

Attachments:
(i) Manufacturer’s specifications for the Product;
(ii) List of variances from Minimum Specifications (if any); and
(iii) Manufacturer’s warranty information for the Product.

[Signature page follows]
SIGNATURE PAGE

BID NO: 24-053

COMPANY NAME: ____________________________________________________________

ADDRESS: __________________________________________________________________

CITY/STATE/ZIP: ____________________________________________________________

TELEPHONE: ______________________ FAX: ________________________________

EMAIL: _________________________________________________________________

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: 24-053

Tire Balance Machine

and emailed to:

BID LOCK BOX: bids4transporation@ops.org

BY 2:00 PM (CT) on Tuesday, June 27, 2024

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