

Bid Invitation for

PRODUCE PRODUCTS

Bid No. 25-023

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

LATE BIDS WILL NOT BE ACCEPTED

The Board of Education
for
Douglas County School District 0001 (Omaha Public Schools)
Invites Bids on: Produce Products

SUBMIT COMPLETED BID TO:
Omaha Public Schools
Department of District Operational Services
3215 Cuming Street
Omaha, NE 68131-2024

Important Bid Submission Information and Deadlines below:

Bid Title and Bid Number:	Produce Products 25-023
Date of Issuance of Bid:	April 10, 2025
Deadline for Submission of Questions:	May 1, 2025
Deadline for Submission of Bid Proposals:	May 8, 2025
Estimated Timeline for Evaluation of Bids:	1 week
Estimated Timeline for Bid Award and Board of Education Approval:	2 weeks

Question Submission Box Email Address:	NuSvcProduceQA@ops.org
Bid Submission Box Address:	Hard copy only, address noted above
Address for In-Person Bid Opening:	Omaha Public Schools Dept. of District Operational Services 3215 Cuming Street Omaha, NE 68131-2024

Bid 25-023
PRODUCE PRODUCTS
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1.0 BID INVITATION

Douglas County School District 0001, a Nebraska political subdivision, ("Omaha Public Schools") ("OPS") invites qualified suppliers to submit Bids to furnish OPS with PRODUCE PRODUCTS (collectively referred to herein as "Products" and may also be referred to individually as a "Product") that comply with the Product Specifications and Minimum Product Requirements stated in the Bid Documents (as defined below). The bid price quoted in the Bid shall include a single price per item for each item being Bid. Bids must be completed and submitted in accordance with the requirements stated in these Bid Documents. For purposes of this Bid, the term "Bid Documents" includes the following documents: Bid Invitation, the Bid Submission Instructions, the Product Specifications, the Minimum Product Requirements, the General Terms and Conditions, the Definitions, the Bid Form, the Lobbying Certification (Exhibits A), Verification Form to Support USDA Buy American Requirements (Exhibit B), and Delivery Locations and Duty Hours (Exhibit C) and any Addenda issued prior to the close of bidding. The Bid Documents are not complete unless all of these documents are included. Bidders should review all the Bid Documents carefully before submitting a Bid proposal since these Bid Documents, along with other documents that are referred to in the Bid Documents, will be incorporated into and will become a part of any Purchase Order or Contract (as defined in Sections 6.12 and 6.5 hereof) between OPS and a successful Bidder for the Products.

☒ OPS reserves the right to make multiple awards to Bidders for some of the Products specified.

☐ OPS intends award the Bid to one Bidder for all Products.

Please see Section 6.0 for definitions of certain capitalized terms.

2.0 PRODUCT SPECIFICATIONS

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

2.1 PRODUCTS TO BE FURNISHED

Contractor agrees that it will supply to OPS, if and when ordered from Contractor by OPS during the term of the Contract, all of the Products listed in Contractor's Bid response that were awarded to Contractor by OPS. The term of the Contract will commence on August 1, 2025 and end at the close of business on July 31, 2026 (the "Term" or "Contract Term"). Products will be ordered by OPS from time to time on an as needed basis and will only be procured through OPS Nutrition Services ("NS") Purchase Orders. All Products delivered by Contractor MUST CONFORM with the Product Specifications in the Contract Documents and Purchase Order(s) issued by OPS. The Products supplied by Contractor will be supplied to OPS at the Contractor's then Market Price that is in effect as of the date of the OPS order for the Product. As used in the Bid Documents, the term "Market Price" shall mean that price that the bidder sells such Product at the time of pricing to its largest and best customers situated in the Omaha, Nebraska metropolitan area, including all costs of any nature incurred by the bidder with respect to the Product other than the Handling and Delivery charge as defined below. It is expected by OPS that the Market Price will fluctuate during the Contract Term. No substitutions of alternative Products will be shipped to OPS unless specifically approved in advance by the OPS Director of Nutrition Services or the Director's designee. If approved by OPS, the substitute or alternative Product must be provided to OPS at the lesser of Contractor's Market Price for the original ordered Product as of the date of the order or the Market Price of the substitute or alternative Product as of the same date. Products not meeting the Product Specifications or proposed substitute Products not approved by OPS prior to shipment are subject to rejection and/or non-payment. Products delivered will be fresh. Each case delivered must be labeled with traceability information.

During the Term, OPS reserves the right to purchase related items/services from the Contractor when necessary, provided the pricing granted is in accordance with the cost structure awarded for similar items/services.

2.2 PRODUCT QUANTITIES

Contractor will furnish the Products awarded by OPS to Contractor in quantities ordered from time to time by the OPS through Purchase Orders issued during the Contract Term, at the price specified in Contractor's Contract with OPS for the Products ordered. The Products specified in Section 3.1 below and also listed in the Contractor's Bid Form are to be Bid at Market Price plus a Handling and Delivery Charge. The Handling and Delivery Charge should be bid as a separate cost item and is to include the cost of delivery to the specified OPS locations, and the "delivery" prices will remain fixed and not be increased during the one (1) year term of the Contract. After approval by the Board of Education of the Contract with Contractor for the awarded Products, the Contract term will commence on August 1, 2025, and end on the close of business on July 31, 2026, and OPS may issue Purchase Orders for Products at the Contract price at any time and in any quantity during that Contract term. The quantities of each Product that are shown on the Bid Form are estimated quantities only. OPS does not guarantee that it will purchase any specific quantity of Products from Contractor. Any Purchase Order issued by OPS at or before the end of the Contract term will be honored by Contractor at the Contract price even through delivery may occur after the end of the Contract term and such Products and the delivery thereof shall be subject to all of the terms and conditions of the Contract Documents notwithstanding the expiration of the Contract term. The term "Contract Documents" as used herein and in the other Bid Documents, is defined in at Sections 5.1 and 6.8 hereof.

2.3 ORDERING AND DELIVERY

The Products will be delivered to the location(s) specified in each Purchase Order for such Products. The locations where Products may be required to be delivered are listed in Exhibit C of the Bid Documents.

Contractor will begin deliveries of Products ordered by OPS at Contractor's Market Prices beginning on August 1, 2025. School deliveries will begin on or about August 08, 2025. All Products ordered by OPS will be delivered directly to the individual location and at the time specified by OPS in the Purchase Order. Delivery may be made to OPS only after a valid OPS Nutrition Services Purchase Order has been issued by OPS. In the event that the multiple orders of a Product are specified, a valid OPS Nutrition Services Purchase Order will need to be issued for each order. All deliveries are F.O.B. the specified OPS delivery site in Omaha, Nebraska. The specific delivery site will be stated in the Purchase Order. The Market Prices for the Products plus the fixed Handling and Delivery charge shall be the only charge to OPS for the Products and includes delivery to the locations specified and no other charges for any other costs or expenses will be charged to OPS. Exhibit C that is a part of the Contract Documents shows the delivery locations and the times available for delivery, PROVIDED, HOWEVER, THAT DELIVERIES SHALL NOT BE MADE LATER THAN ONE HOUR BEFORE THE END OF THE SCHEDULED DUTY HOURS SHOWN for each facility on Exhibit C. Times shown on Exhibit C are those currently in effect and are subject to change by OPS. Currently there are a total of 88 potential delivery locations, but that number may increase or decrease during the Contract Term and delivery locations and delivery frequency may be altered from time to time. The 88 schools are broken down into Group 1 schools (26 locations) and Group 2 schools (62 locations). The Group 1 schools are all OPS secondary schools and those OPS elementary schools with central kitchens, plus the TAC Cafe. In most instances, deliveries will be made to one or more of the Group 1 Schools. Products listed in Part B on the Contractor's bid and any watermelons ordered by OPS, however, will be delivered to one or more of both the Group 1 and the Group 2 schools, based on the delivery instructions in the Purchase Order for the Product. There shall be no increase in the per item charge for any Products because of the increase or decrease of, or the change or addition to, any of the delivery locations or because of the quantity of any order. During the summer, delivery days and times may change. Changes to the agreed schedule must be approved by the OPS Director of Nutrition Services. An approved school calendar will be given to the Contractor for the school year. Arrangements for delivery schedule changes necessitated by non-school, no-lunch days will be coordinated for all schools through the Director of Nutrition Services. Individual schools will not communicate directly with the Contractor. Contractor must be capable of delivering all terms in a timely manner, and on short notice. Delivery schedule must meet the minimum delivery conditions which are stated in the Contract Documents and agreed to by OPS. If delivery is delayed, Contractor must contact Nutrition Services at 531-299-9861 as soon as possible, and prior to the original delivery time, to notify OPS and to discuss any changes to delivery

times. A minimum delivery quantity may not be imposed by Contractor for any delivery and will not be permitted by OPS at any time, including summer deliveries. Contractor must adhere to any delivery date specified in the Purchase Order or in Contractor's contract, if indicated. Delivery tickets will be provided by Contractor to each delivery location at the time of delivery. Delivery tickets must include date of delivery, school name, name of Product, pack size, and the quantity of Product delivered. 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. ALL GROUP 1 (SECONDARY SCHOOL AND CENTRAL KITCHEN) DELIVERIES MUST BE COMPLETED BY 8:00 AM. Group 1 Schools (Secondary Schools and Central Kitchens) will receive deliveries on Mondays, Wednesdays, and Fridays. In the case of a holiday, the produce delivery will occur on the next business day.

All deliveries must be made to the school kitchens. Products are not to be left on the loading dock or in the hallways. Contractors must be mindful of student arrival and dismissal times, when there will be increased vehicle traffic. Central Kitchens have strict schedules to maintain to meet the needs of satellite schools. OPS trucks must have priority access to the docks and Contractor's deliveries shall not interfere with such access. Delivery schedules to the schools must not interfere with this process.

2.4 SAFETY DATA SHEETS

Contractor shall furnish OPS with at least one hard copy of safety data sheets (SDS) as stated in 29 CFR 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 the Product or material requiring an SDS directly to the OPS Environmental Division, 4041 N. 72nd Street, Omaha, Nebraska 68134. Electronic submittals are also acceptable and should be sent to safetydatasheets@ops.org. Contact Environmental at 531-299-0180 for further directions.

2.5 RISK OF LOSS AND DAMAGE

Title to any Products supplied by Contractor to OPS will not pass to OPS until they are delivered at the designated OPS facility and accepted in writing by authorized OPS personnel. Title to a Product will pass to OPS, free and clear of any adverse claim or encumbrance, upon acceptance of that Product by OPS. All risk of loss or damage to any Product supplied by Contractor will remain with the Contractor until accepted in writing by an authorized OPS representative after delivery to OPS. Any Product supplied by Contractor that is lost, stolen, or damaged prior to such acceptance in writing by authorized OPS personnel will be promptly replaced by Contractor at its cost. OPS may revoke its acceptance of any Product delivered if the Product, when first opened and used, reveals latent Product defects or Product non-compliance with Contract Documents requirements, which defects or non-compliance was not apparent or recognizable when the Product was first accepted by OPS.

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, unloading of the Product at the delivery location and during removal of any shipping, packing and crating materials. 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 the construction contractor designated by OPS at Contractor's cost. Products when accepted by OPS representatives at the designated location shall be in full compliance with the Contract Documents and shall be free of defects, damage or deterioration, including, without limitation, dirt, dust, marks or any foreign substances and is contained in unopened and undamaged original packaging. The Products 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 Specifications in the Contract or Purchase Order, or acceptance by OPS is revoked as permitted by the Contract Documents, Contractor shall remove the item and immediately replace the item with an acceptable Product conforming to the Product Specifications at no additional cost to OPS.

2.6 SUBSTITUTE PRODUCTS AND SUPPLY

In the event of unusual weather conditions such as hurricanes, floods, droughts or other similar weather related issues that have an actual and material adverse effect on the production of the Products that Contractor has agreed to produce and provide to OPS, or that have such an effect upon producers that have agreed to supply, or who could otherwise supply, Contractor with such Products, Contractor may request that the Director of Nutrition Services approve one or more of the following remedies: (i) allow the Contractor to increase its prices for the affected Products for the express purpose of allowing Contractor to acquire such Products from third parties at then Market Prices, or (ii) allow Contractor to provide the contracted Products to OPS at the contracted price, but in such reduced quantities as Contractor was able to produce or acquire; or (iii) be relieved of the obligation to furnish such Products so long as the adverse weather conditions persist to adversely affect production of such Products. As used herein, the term "material adverse effect" means that the weather conditions that have caused a material increase in the price of the Products; have materially reduced Product yields or have destroyed or damaged a significant portion of the Contractor's Product supply. Normal Market Price fluctuations occurring periodically during the Contract Term and price increases not directly and demonstrably occurring due to the unusual weather related conditions shall not be the basis for a request for a price adjustment or abatement of the obligation to provide the Products. Written documentation must be provided by Contractor to document and support the request, including descriptions of the weather conditions; the effect of those weather conditions upon the Contractor's quality or quantity of Products available and efforts of the Contractor to mitigate the supply problems by procurement of the Products from alternative sources. Any such remedies allowed by OPS would only be in effect so long as the material adverse effect of such weather conditions continues to materially affect production and pricing of such Products, and when no longer having such effect, Contractor shall again be obligated to supply the Products at the Market Price and in the quantities required by the Contract with OPS. OPS may require Contractor to re-document such conditions from time to time for such remedies to continue.

In the event that the Director of Nutrition Services determines that Contractor has experienced unusual weather conditions resulting in the Contractor's supply problems, OPS will not be required to buy such Products from Contractor while the effects of the unusual weather conditions continue, but may obtain such Products from a substitute contractor at the then Market Price, without the necessity of having to declare the existing Contractor in default under its Contract. OPS must resume acquiring the Products from the original supplier once the effects attributable to the unusual weather conditions end.

2.7 FOOD SANITATION:

Contractor will have an ongoing Hazardous Analysis Critical Control Program in place at all times. Hair restraints must be worn when products are being manufactured, packaged or cut. Proper food handling practices will be used. Products must be packed and stored under sanitary conditions, kept at the proper temperature, and handled in accordance with good commercial practices. Repackaged cases are not permitted. Food sanitation practices perceived as improper may result in termination of the Contract or Purchase Order. OPS reserves the right to request copies of Health Department Inspection Reports.

2.8 QUALITY AND PACKAGING:

Products must be fresh and consistent excellent quality throughout the case (from top to bottom). Random sampling and testing of Products will be performed. If Products are found to be not as specified or of unsuitable quality, the Contractor will be notified and required to immediately correct any deficiencies at no cost to OPS. If unacceptable Products occur frequently or continuously, OPS reserves the right to terminate the Contract as determined to be in its best interest. Products must be furnished in clean, non-leaking containers. Cases provided are to be clean and in good repair.

2.9 INSPECTION OF PREMISES:

During the term of the Contract, OPS shall have the right to inspect the production and delivery facilities of the Contractor to ensure the Contractor has the capability of producing and delivering the quantities of Products needed under sanitary and safe conditions.

2.10 BUY AMERICAN ACT POST BID REQUIREMENTS:

Contractor shall be required to follow the procedure outlined herein to ensure that only foods that contain 51%, or greater, of U.S. agricultural products provided for use in meals served by OPS pursuant to the Buy American provision (7 CFR Part 210.21 (d)) of the National School Lunch Act. Contractor will do or perform the following requirements:

2.10.1 Contractors are expected to provide the domestic Products they were awarded throughout the Contract term.

2.10.2 Contractors may request that OPS Nutrition Services grant an exception to allow substitution of a non-domestic Product during the Contract term if satisfactory documentation related to a reason referenced in Subsections 5c(1)i or 5c(1)ii of the General Terms and Conditions is provided to OPS.

2.10.3 All documentation related to seeking an exception must be submitted and approved by OPS Nutrition Services PRIOR to shipment of any non-domestic Product to school sites.

2.10.4 Any non-domestic Product delivered to a site without the prior written approval from OPS Nutrition Services shall be rejected and removed from the OPS facilities at the Contractor's expense.

2.11 BUY AMERICA ACT COMPLIANCE

OPS Nutrition Services will conduct periodic reviews of all storage facilities, freezers, refrigerators, dry storage, and warehouses, including during the monthly inventory process and routine visits to monitor compliance with the Buy American requirement. Only Products receiving a prior exception should be found in storage facilities, freezers, refrigerators, dry storage, and warehouses.

For purposes of the Buy America requirements, a "Domestic Commodity or Product" is:

- An agricultural commodity that is produced in the United States or its territories.
- A food product that is processed in the United States using substantial agricultural commodities in which over 51% of the final processed product consists of agricultural commodities that were grown domestically. (United States territories where agriculture products are allowed to be grown include: Guam, American Samoa, Virgin Islands, Puerto Rico and the Northern Mariana Islands.) See Exhibit B for the Buy America verification form.

2.12 ORDERING

Cafeteria managers will have their individual orders prepared and ready for pick up on Mondays and no later than Tuesdays for delivery of Products for the following week. Changes to the pre-ordered quantities may be made by e-mail, if sent by OPS Nutrition Services not later than forty-eight (48) hours prior to scheduled delivery.

2.13 DELIVERY PRACTICES

All deliveries must be made to the school kitchens. Products are not to be left on the loading dock or in the hallways. Contractors must be mindful of student arrival and dismissal times, when there will be increased vehicle traffic. Central Kitchens have strict schedules to maintain to meet the needs of satellite schools.

OPS trucks must have priority access to the docks and Contractor's deliveries shall not interfere with such access. Delivery schedules to the schools must not interfere with this process.

2.14 LOCAL PRODUCTS

Nutrition Services is committed, whenever economically and logistically feasible, with everything being equal, to purchase locally produced foods. The definition of "local" means Products produced in Nebraska and within 240 miles of 3215 Cuming Street, Omaha, NE. The District may collaborate with grower(s) to supply local product directly to a school(s). In addition, during the month of September, Nutrition Services prefers to feature local product during the Taste It! Try It! Fruit and Veggie of the Month. Product must be insect free and washed, and in clean containers. OPS believes it is important for students to know where their food comes from, especially when it is from local producers. 'Nebraska Thursdays' promotion, which is featured on the first Thursday of each month, features locally sourced Nebraska Products. OPS participates in Nebraska Thursdays and highlights all Products produced in Nebraska. Monthly reports must be provided by Contractor to Nutrition Services listing the Product, quantity, and pricing of all items produced in Nebraska. Report is due one week after the end of each month.

2.15 FRESH FRUIT AND VEGETABLE PROGRAM

Some OPS schools will be enrolled in USDA's Fresh Fruit & Vegetable Program (FFVP). For those schools, the Products will be delivered direct to each school on the date the Product is needed. Deliveries shall be two or three times per week. These schools will have a fruit or vegetable snack for every child. The FFVP menu will be a collaboration between Nutrition Services and the Contractor for planning purposes and to solicit suggestions of local, seasonal, and cost-effective items. An increased variety of Products will be necessary to introduce children to healthy options. Produce that is bulk packaged, individually packaged, or ready to eat, or single serving size may be utilized in the FFVP due to the time constraints to avoid loss of instructional time and labor restrictions when financially feasible. The Contractor will not limit the selection of Products and packaging.

2.16 DOD PRODUCE PROGRAM

Nutrition Services may participate in the Department of Defense (DOD) Produce Program during the Contract Term.

2.17 COUNTRY OF ORIGIN

Contractor must supply the Director of Nutrition Services a weekly report listing the country of origin for all Products furnished. The report is due five (5) working days prior to the week the deliveries will occur. When U.S.A. grown Products are not available, the vendor must include the reason why USA Products are not available and the pricing. Weekly Market Price reports must be sent electronically to the Director of Nutrition Services. For Market Priced items, the Contractor will notify the Director of Nutrition Services of any Product that is cost-prohibitive to purchase or if a less expensive product is available. Prices for Market Priced items are to be adjusted weekly or as the market dictates. Five days prior to the start of the week, the Contractor must supply the weekly price report to the Director of Nutrition Services and others as designated. The Nutrition Services Department reserves the right to view the Contractor's current invoices from their suppliers, as a method of auditing the contract. Failure to submit the requested invoices may result in termination of contract.

2.18 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CFR 3016.36(I)6)

Contractor agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).

2.19 DATA AND PRIVACY PROTECTION

The Contractor acknowledges that in performance of this agreement OPS may provide Contractor with Personal Information which is defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808. Contractor warrants, in accordance with Nebraska Revised Statute section 87-808, that Contractor has implemented and will maintain, throughout the term of the contract awarded hereunder, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to Contractor; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure. This provision shall survive the expiration or termination of the Contract.

3.0 MINIMUM PRODUCT REQUIREMENTS

3.1 PRODUCT DESCRIPTIONS AND MINIMUM REQUIREMENTS

OPS reserves the right to purchase related items/services from the Contractor when necessary, provided the pricing granted is in accordance with the cost structure awarded for similar items/services.

Detailed Product Listing, estimated quantities, and all item specifics are outlined on the Bid Form at the end of this document. The following is just a listing further detailed at end of this document.

Product		
Apples, U.S. Fancy, Granny 113 ct case	Cucumber, Fresh, Whole, Clean, 50lb	Potato, Baker, 100 ct
Apples, U.S. Fancy, Red, Delicious 100 ct case	Grapes, Lunch Bunch Brand, 21lb. No Substitute.	Potato, Red, A, 50lb
Apples, U.S. Fancy, Red, Delicious 125 ct case	Honeydew Melon, Cleaned, ## inch cube, case	Potato, Red, B, Quarters, 20lb
Apples, U.S. Fancy, Red, Delicious 175 ct case	Honeydew Melon, Whole, Cleaned, 4/5lb case	Potato, Russet. Diced, 1" x 1" x 1", 4-5lb bags
Apples, Gala, 100-125 ct	Iceberg Lettuce, Shred, 1/8" Cut 4/5lb case	Radishes 14/1lb
Apples, Jonathan, 100-125 ct	Jicama Sticks, Raw, Cleaned, 5lb Minimum	Raspberries, Pint, 12 pints per case
Apples, Jonathan, 163-175 ct	Kale, Fresh, Trimmed, 1lb	Red Swiss Chard, 12 count Case
Asparagus, cleaned, 5lb bag	Kiwi, whole, 90 count case, 18# case	Snow Peas, Cleaned, 10lb
Asparagus, Whole, Cleaned, 1lb	Lemons, Whole, 35# case	Spinach, Cello, 4/2.5lb
Banana, U.S. Fancy 40lb Carton, Green Tip, stage 4	Lettuce, Green Leaf, Raw, Cleaned Singles, 7 day shelf life upon delivery, minimum 10lb	Squash, Diced, Butternut, 20lb, 1" x 1" x 1", 4-5lb bags
Banana, U.S. Fancy, Petite, Single, Green Tip, Stage 4 150 ct case	Lettuce, Iceberg Shred, 1/8" Cut 4/5lb case, no color.	Squash, Sliced 1/4", Butternut, 4-5lb bags
Beans, Green, Trimmed 1lb	Lettuce, Iceberg-Romaine Blend, mix of 50% each 4/5lb case, no color	Squash, Yellow, 20lb
Beets, 1" x 1" chunk, 5lb bag	Lettuce, Romaine, Chopped, 4/5lb case, no color	Strawberries, Pint, 12 Pints per Case
Blueberries, Pint, 12 pints per case	Limes, Whole, 175 ct	Sugar Snap Peas, whole, Cleaned, 5lb Bag
Blueberries, Pint, 12/case	Microgreens, Pea Shoots, 1lb pack size	Tangerines, 80 count case
Broccoli Crowns, 20/lb. case	Mushrooms, Button, Cleaned, 5lb bag	Tomato, Fresh, Large, 6x6 25lb case

Broccoli Florets, Fresh, Raw, Cleaned, Vendor Bag, 4/3lb case.	Mustard Greens, Trimmed, 1lb	Tomato, Sweet Grape, Bulk 25lb case
Brussel Sprouts, Halved, Cleaned, 5lb Bag	Nectarines, Whole, 88-96 ct	Tomato, Sweet, Grape, 12 ct.
Cabbage, Nappa Chunks, 3lb	Onion, Large, Yellow, 50lb	Watermelons, Red, Seedless, Each, List size _____ lb.
Cantaloupe, Whole, Cleaned, Chunks 1" x 1" 4/5lb case.	Onion, Medium, Yellow, 50lb	Zucchini, Green, 10lb
Carrots, Coins 4/5lb	Oranges, Whole, Meet or Exceed U.S. Fancy 88 ct case	THE FOLLOWING ARE FOR THE DISTRICT'S "TASTE IT, TRY IT" PROGRAM AS FOLLOWS:
Carrots, Petite Bites, Fresh, Raw, 4/5lb case	Oranges, Whole, Meets or Exceeds U.S. Fancy, 113 ct	August - Honeydew, Chunks, 1x1
Carrots, Petite Bites, Fresh, Raw, minimum 25 lb. Bulk case	Oranges, Whole, Meets or Exceeds U.S. Fancy, 138 ct	September - Rhubarb
Carrots, Slims, IW 100/2.0 oz. (Carroteenies)	Parsnips, Whole, Cleaned, 1"x1" Cubed, 4/5lb case	October - Apple, Local, Specify Type and Pack Size
Carrots, Whole, Raw, 50lb	Peaches, Whole, 80 ct	November - Yellow Squash, Whole
Cauliflower Florets, Fresh, Raw 2/3lb	Pears, Whole, 150 ct	December - Sweet Potato, Peeled, Chunks, 1x1, 5 lb. packages
Celery, Sticks, 4" length, minimum 7 day shelf life upon delivery. 4/5lb case	Peppers, Green, Fresh, Raw, Diced 3/8", 5lb case	January - Blood Oranges, Whole, Specify Pack Size
Celery, U.S. #1 Pascal, Naked, 30/36 ct	Peppers, Red, Raw, Diced 3/8", 5lb	February - Collard Greens, Cleaned
Clementines, 20# case	Peppers, Red, Raw, Medium, Whole, 1lb	March - Mango Chunks, 1x1, 5 lb. packages
Corn, Fresh Husked, Halved, 50 ct.	Peppers, Whole, Green, 25lb	April - Apricots, Whole
	Plums, Red, 2-inch diameter	May - Arugula

3.2 BUY AMERICAN PROVISION

3.2.1 As required by the Buy American Provision, all food products must be of domestic origin as required by 7 CFR Part 210.21(d).

3.2.2 OPS participates in the National School Lunch Program and School Breakfast Program and is required to use nonprofit food service funds, to the maximum extent practical, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is produced and processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR Part 210.21(d).

3.2.3 Exceptions to the Buy America Provision should be used as a last resort; however, an alternative or exception may be approved upon request. To be considered for the alternative or exception, the request must be submitted in writing to a designated official a minimum of five days in advance of delivery. The request must include the:

3.2.3.1 Alternative substitute(s) that are domestic and meet the required specifications:

3.2.3.1.1 Price of the domestic food alternative substitute(s); and

3.2.3.1.2 Availability of the domestic alternative substitute(s) in relation to the quantity ordered.

3.2.4 Reason for exception: limited/lack of availability or price (include price):

3.2.4.1 Price of the domestic food product; and

3.2.4.2 Price of the non-domestic product that meets the required specification of the domestic product.

3.2.5 Contractor shall comply with the Buy American Bid Process and Required Documentation, as attached.

4.0 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

4.1 GENERAL

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

4.2 BID PREPARATION

All Bids must be completed and submitted on the unaltered OPS Bid form that is a part of the Bid Documents. DO NOT SUBMIT BIDS ON ANY OTHER FORM. If a new Bid form is issued by OPS by an Addendum to the Bid Documents, the new Bid form must be used for Bid submission, and using an earlier version of the Bid form may result in the Bid being rejected. Unless specifically allowed in the Bid Documents, only one Bid form may be submitted by any Bidder. All required blanks on the Bid form must be completed and the final page of the Bid form must have an original signature by an authorized representative of the Bidder. All prices are to be rounded off to two decimal points. All prices should be quoted F.O.B. Omaha Public Schools delivery site or sites in Omaha, Nebraska. The amount Bid shall be the total cost to OPS for the required Products, including any related services enumerated in the Bid Documents required to be provided as a part of furnishing the Products, and shall also include all insurance costs, delivery costs duties, surcharges, tariffs and brokerage costs. No additional amount will be paid by OPS to the Contractor for the Product delivered to OPS at the delivery point specified or for any related services. Unless multiple prices are requested by OPS to include prices for the Initial Term and potential Extension Terms, no Bidder will be allowed to offer more than one price on each Product and the price shall be for the quantity specified in the Bid form and for additional Products if the Bid Documents allow OPS to purchase additional quantities of the Products. If the Bidder submits more than one price on any Product when not permitted by OPS, all prices for that Product will be rejected. Even though a particular manufacturer's name or brand may be specified in the Bid Documents, Bids will be considered on other brands of equal or better quality, unless the Bid clearly indicates that a particular brand or Product (NO SUBSTITUTE) is required. For all Bids on which an alternate brand or Product is allowed to be proposed by a Bidder, the Bidder shall indicate clearly the Product on which it is bidding, and shall supply a sample or descriptive data, to be attached to the original copy of the Bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the 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.

The Products specified in Part A of the Bid Form are Products that will be provided based on the then Market Price (at the time the Purchase Order for the Product is issued) plus the Contractor's quoted

Handling and Delivery Charge. The Handling and Delivery Charge shall remain fixed and shall not be increased during the term of the successful bidder's contract.

Part C of the Bid Form allows the bidder to submit potential Product items that the bidder could supply for the USDA's Fresh Fruit & Vegetable Program (FFVP). This Part is optional and does not have to be completed for the bidder's bid to be considered.

4.3 BID QUESTIONS

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

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

4.4 SUBMISSION

All Bids must be submitted to OPS in a sealed, opaque envelope or container delivered via hand delivery, U.S. Mail or any other method of sealed Bid delivery of an original hard copy completed Bid Form. Email, facsimile and telephone Bids will NOT be accepted. The bid name, bid number, date and time of submission of bs shall be noted on the exterior of the sealed envelope or container containing the Bid and on any outer packaging. Please write your company name on the exterior of the envelope or container. Sealed Bids must be submitted to the following location:

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

Bidders must include all required signatures of authorized representatives of the bidder, including on any certificates as included in the Bid attachments. A list of attachments is included in the Bid Form.

OPS District Operational Services office is located on the fifth floor of OPS Teacher Administrative Center at 3215 Cuming Street, Omaha, Nebraska. OPS District Operational Services office hours are from 8:00 a.m. to 4:30 p.m. Central time, during the school year. OPS' District Operational Services office is closed on the weekends and during holidays recognized by OPS.

4.5 BID SUBMISSION DEADLINE

Bids are due at 2:00 p.m. Central time on the due date specified in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be deleted unopened from the OPS' e-mail bid box. OPS is not responsible for ANY late Bids due to failure or delay in e-mail delivery. The Bid must be received by the time and date indicated on the Bid document. Please allow enough time for delivery. The risk of delivery rests solely on the bidder. Late Bids will not be accepted or considered.

4.6 BID WITHDRAWALS AND RESUBMISSIONS

Withdrawal of a Bid may be made by a bidder any time prior to 2:00 p.m. Central time on the date of the Bid submission deadline. A withdrawal may only be done by written notification of withdrawal, with the notation on the envelope containing the notification stating "Withdrawal of Bid" including the Bid number and title. To be effective, the written notice of Bid withdrawal must actually be received by OPS at the OPS Purchasing Division in the Teacher Administrative Center, 3215 Cuming Street, Omaha, NE 68131 prior to the date and time of the Bid submission deadline. Any attempted withdrawal in any other form, including a facsimile, email, telephone or oral withdrawal request will not be honored. A Bid addendum or Bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. If properly withdrawn, a Bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of Bids. All Bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for 90 days after the Bid due date and may not be withdrawn prior to the expiration of such 90-day period.

4.7 BID OPENING

Bids will be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 immediately following the bid submission deadline stated on the Bid Document cover page. Those submitting Bids can attend in person, please arrive at the security desk at least 10 minutes prior to the 2:00 PM Central deadline. The security desk is located on the first floor directly inside the east entrance to the Teacher Administrative Center.

4.8 BID TABULATION

Notes may be taken at the public reading of the Bids at the specified time and date of the opening, or a personal inspection may be made of the Bids after award has been made and documents are placed in central files in the Purchasing Division offices. In lieu of a visit, copies of the Bid tabulations are available. The cost for a Bid tabulation copy is \$5.00 for any tabulation up to 20 pages in length. There is an additional charge of \$.25 for each page in excess of 20 pages. Make checks payable to Douglas County School District 0001. Bidders may include a request for a Bid tabulation copy with its Bid response or may contact the OPS buyer to make a request. The buyer will notify the bidder regarding the cost of the Bid tabulation once it is known.

4.9 BID REVIEW

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

4.10 INSPECTION OF THE PREMISES

As a part of its evaluation of Bids submitted, OPS reserves the right to inspect the production and delivery facilities of any bidder to ensure the bidder has the capability of producing and delivering the quantities of Products needed under sanitary and safe conditions.

4.11 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. The OPS Board of Education must approve all Bid awards and contracts of \$50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets the first and third Monday of each month for approval of Bids and purchases. Approval or award of a Bid by OPS or its Board of Education does NOT constitute a contract between OPS and the bidder and no Contract shall be deemed created, nor shall OPS be deemed obligated in any manner to bidder, until such time as an Agreement is signed by Contractor and OPS, or a Purchase Order is issued by OPS if no separate Contract is required. OPS will either sign an Agreement with or issue an official Purchase Order to the successful bidder, or both, which, together with the other Contract Documents incorporated therein, will constitute the Contract with OPS for the purchase of the Product or Products specified in the Agreement or Purchase Order and will incorporate by reference into the Agreement or Purchase Order, or both, the Contract Documents (defined

in the General Terms and Conditions, in Section 5.1 and in the Definitions at Section 6.8 below). If an Agreement is to be executed, OPS will submit to the successful bidder after the Bid award the Agreement form that will be utilized by the parties.

4.12 EQUAL OR EQUIVALENT PRODUCTS

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

4.13 SAMPLES REQUIRED WITH SUBMISSION

If required by the Bid Documents, Bidders must submit Product samples with the submission of its Bid. Timely delivery of samples to OPS shall be the responsibility of the Bidder. Samples must be delivered via USPS, UPS, FedEx, or other common carrier to OPS at the address listed below and must be received by OPS no later than the deadline for submission of Bids for the Products. The samples must be securely sealed in a shipping container and clearly tagged or labeled on the exterior of the shipping container with the full name of the Bidder as included on their signature page of the Bidder’s proposal and the OPS bid name and bid number for that Product. Each individual sample Product shall also be clearly tagged or labeled with full and complete company name of the Bidder as included in the signature page of the Bidder’s Bid. The samples shall be provided at no cost to OPS and shall be delivered to OPS at the Bidder’s cost. If samples are required and not received prior to the deadline for submission of Bids, OPS may disregard the Bidder’s Bid for that Product or may decide to reject the Bidder’s Bid altogether. All risk of timely delivery of samples belongs with the Bidder. Catalogs illustrating a Bidder’s Products may be submitted by a Bidder in some instances when actual Product samples are not available so long as the Bidder submitting the illustration includes with the illustration submission an adequate explanation of the reason for the sample not being available. Submission of illustrations must be made by the same deadline as the submission of a sample. In the event the Product ultimately awarded to the successful Bidder by OPS fails to conform to the Product sample or Product illustration provided by the successful Bidder, the Contractor furnishing that item shall be required to immediately replace the non-conforming Product(s) with a replacement conforming to the sample or illustration and to the Contract Document requirements at no additional cost to OPS. OPS reserves the right to request additional Product samples if it deems necessary. OPS may discard any samples that it has received from other Bidders when OPS contracts with the successful Bidder.

Omaha Public Schools
OPS BID 25-023, PRODUCE PRODUCTS
Purchasing Division
3215 Cuming St.
Omaha, NE 68131-2024

Timely delivery of samples shall be the sole responsibility of the Bidder.

4.14 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.

4.15 PROCEDURE FOR TIES

The award will be made to the lowest responsive and responsible Bidder meeting all specifications and requirements. This is the Bidder who submits the lowest price, whose Bid meets the specifications, terms,

and conditions set forth in the Bid Documents, and who is clearly capable of delivering the Product and services specified. Therefore, the lowest responsible Bidder will not always be the Bidder who has submitted the lowest monetary Bid. Award of Bids will be made in the best interest of OPS.

In case the low Bid is a tie between two or more responsible Bidders, and subject to compliance with state and federal regulations and guidelines, the award will be made as follows:

- a. The Bid will be awarded to the in-county supplier.
- b. The Bid will be awarded to the in-state supplier.
- c. If applicable, the Bid will be awarded to the goods made in Nebraska.
- d. If these preferences are insufficient for resolution, drawing lots in a public forum will resolve the tie.

4.16 BUY AMERICAN REQUIREMENTS:

Bidders must submit with its Bid the attached Verification Form to Support USDA Buy American Requirements (Exhibit B) for each food Product for which a Bid will be submitted. The form(s) must be completed and submitted with the Bid for all Products being bid. Bidders may submit a request to Bid a non-domestic Product prior to submitting the Bid by completing the appropriate section of the Verification Form to Support USDA Buy American Requirements. The request along with appropriate documentation must be submitted and approved by OPS Nutrition Services prior to the Bid due date. If allowed, an Addendum to the Bid Documents will be issued to all known Bidders indicating the alternate Product that was approved and modifying the Bid Form if necessary. The following are the primary reasons why an exception may be requested:

- a. The Product is not produced or manufactured in the U.S in sufficient reasonable and available quantities of a satisfactory quality, or
- b. Competitive proposals reveal the cost of a U.S. Product is significantly higher than the cost of a non-domestic Product.

Prior to approving an exception, OPS Nutrition Services must consider whether there are other domestic sources for the Product; if there is a domestic Product that could be easily substituted; and whether Bids for the Product are being solicited at the best time of year. Failure to complete and return the Buy American verification form, or to request an exception prior to the bid due date, may disqualify the Product Bid.

4.17 ENERGY EFFICIENCY, CLEAN AIR AND CLEAN WATER:

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). For all contracts, subcontracts, and subgrants in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857(h), 42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).

4.18 LOCAL GROWER INFORMATION

Bidder must also supply with its bid, a map detailing the location of grower(s) who supply local produce, using OPS "local" definition as outlined below as "grown within 240 miles of 3215 Cuming Street, Omaha, Nebraska", and the month the Produce from each grower would be potentially available. Additionally, the successful Bidder awarded the Contract must supply a monthly report listing local foods purchased, amounts, and price charged. Bidder must supply a list of Nebraska growers with its bid proposal.

OPS will give geographic preference to vendors of Produce grown within 240 miles of 3215 Cuming Street, Omaha, Nebraska, in determining the contract award. Any bidder submitting a quote for this Product within

this geographic range will be awarded a 25% preference during bid evaluation, which translates to subtracting 25% of the Product's bid price for purpose of evaluating the bid for award. This is for bid evaluation purposes only and will not affect the price paid.

5.0 GENERAL TERMS AND CONDITIONS

The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the Agreement or Purchase Order between the successful Bidder and OPS. The term "Contractor" as used in the Contract Documents, means the successful Bidder that is issued a Purchase Order by OPS or who contracts with OPS to furnish the Products or services being bid.

5.1 THE AGREEMENT OR PURCHASE ORDERS

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

Contractor agrees that it will supply to OPS, if and when ordered from Contractor by OPS during the term of the Contract, all of the Products listed in Contractor's Bid response that were awarded by OPS. The term of the Contract will commence on August 1, 2025, and end on July 31, 2026. Products will be ordered by OPS from time to time on an as needed basis and will only be procured through OPS Nutrition Services Purchase Orders. All Products delivered by Contractor MUST CONFORM with the Product Specifications in the Bid Documents for the Product ordered by OPS in the Purchase Order. No substitutions of alternative Products will be shipped to OPS unless specifically approved by the Director of Nutrition Services or the Director's designee and if approved must be provided to OPS at the Bid price as the Product that it replaces or at a lower price. Products not meeting the Product Specifications or proposed substitute Products not approved by OPS prior to shipment are subject to rejection and/or non-payment. Products delivered will be fresh. Each case delivered must be labeled with traceability information. Contractor agrees that it will supply to OPS, when ordered from Contractor by OPS, all of the Products ordered by OPS.

5.2 TAXES

OPS is exempt from state and city sales and use taxes and no sales or use taxes shall be included in the Bid or collected from OPS. The OPS tax-exempt number is 05-0597767. OPS will provide the Contractor with its tax-exempt form upon request. Where Federal statutes exempt OPS from the payment of excise or manufacturer's taxes on materials or equipment, Bidders shall exclude the amount of any Federal excise or manufacturer's taxes from its Bid.

5.3 COMPLIANCE WITH THE LAW

Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations and codes in the performance of the Contract. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Products and services. The Contractor represents that it is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Nonprocurement Programs" in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (See 45 CFR part 76.) as the same may be amended from time to time.

5.4 INVOICES

Invoices will not be submitted to OPS until the Products furnished to OPS that are included in the invoice have been delivered and accepted by OPS at the delivery point. All invoices must be sent by email to the Accounts Payable Division at acctspayable@ops.org and shall contain the OPS Purchase Order number on the face of the invoice. Invoices must be approved and processed ten (10) workdays prior to the next Board date where approval is requested for payment. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.

Invoicing must be by electronic means.

a. Date requirements, at this time, and locations, do not double space, as follows:

Invoice Number	1-7	Numeric
	8-8	Unused (always blank)
Invoice Date	9-14	(mmddyy)
	15-15	Unused (always blank)
Item Number	16-22	Numeric
	23-23	Unused (always blank)
Org Number	24-27	OPS School Number
	28-28	Unused (always blank)
Quantity	29-32	Quantity order for this item
	33-34	Unused (always blank)
Amount	35-41	Numeric
	42-44	Unused (always blank)
Item Cost	45-51	Numeric
	52-53	Unused (always blank)
Description	54-70	Item Description

b. Payment of invoices timely received by OPS are made twice each month following approval by the Board of Education.

c. No Saturday delivery dates. Invoice date must be the same as the delivery date.

5.5 CIVIL RIGHTS

Contractor will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended by the Equal Opportunity Act of 1972, all requirements imposed by or pursuant to the Regulations of the Department of Education (34 C.F.R. Part 100) issued pursuant to that title, the Pregnancy Discrimination Act of 1978, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. Contractor agrees no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which OPS receives federal financial assistance from the Department; and hereby gives assurance that the Institution will immediately take any measures necessary to effectuate this Agreement. Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or

economic status. Any act of discrimination committed by Contractor or failure to comply with these statutory obligations when applicable shall be a default under the Contract with the Contractor.

5.6 EMPLOYEE ELIGIBILITY

If the Contract with OPS requires physical performance of services in the State of Nebraska, as determined under Nebraska law, the Contractor awarded the Contract shall be required to register with and utilize an electronic verification system or program, whether the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, now known as the "E-Verify Program" or an equivalent federal program designated by the Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. Contractor shall contractually require all subcontractors performing work under such Contract to also register and utilize such electronic verification system. The Contractor awarded the Contract and all of such Contractor's subcontractors shall use such electronic verification system to determine the work eligibility status of each new employee physically performing any services within the State of Nebraska under the Contract. Any person whom the electronic verification system determines is ineligible or not authorized to work in the United States shall not be permitted by Contractor nor any subcontractor to perform services in Nebraska under such Contract. Contractor shall provide such reasonable documentation as OPS may request from time to time during the performance of the Contract and for five (5) years thereafter documenting compliance with the provisions of this Section. Failure to comply with these provisions will constitute a default under any Contract awarded by OPS.

5.7 NO ASSIGNMENT

Contractor awarded the Contract or issued the Purchase Order shall not assign the same in whole or in part to any other person or entity without the prior written consent of OPS, which shall not be unreasonably withheld. No interest of Contractor in the Contract shall be transferred by operation of law.

5.8 SUBCONTRACTING

If Contractor intends to utilize subcontractors for the performance of any services under the Contract, OPS shall have the right to review any subcontractors that the Contractor intends to use for this Contract. Any approved subcontractor shall meet all requirements of the Contract. Subcontractors selected by the Contractor will be the direct responsibility of such Contractor and not OPS. The responsibility for coordinating and managing the activities of a subcontractor lies with the Contractor and not OPS.

5.9 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during a bid procedure will include the Bid Documents, the Bidder's Bid and any other document submitted by a Bidder to OPS, Bidder questions and OPS responses, any agreement between OPS and the successful Bidder, any Purchase Order issued to the successful Bidder by OPS, or any other public record in the possession of OPS regarding this bidding and contracting process, whether created before or after the Bid Documents were issued by OPS and whether created by OPS, the Bidders or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of Bidder (a) to notify OPS, as soon as possible, of any requested redactions to any such information or records provided by the Bidder to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Bidder agrees to defend OPS in any legal challenge to such requested redactions at Bidder's own expense. The failure of a Bidder to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a Bidder to request

a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the Bidder's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.10 TERMINATION OF CONTRACT

In the event that the Contractor executes a Contract with OPS, or is issued a Purchase Order, and fails or refuses to perform such Contract or Purchase Order according to its terms, or in the event such Contractor otherwise defaults in the performance thereof, OPS may, in addition to all other rights that it may have at law or equity, terminate such Contract or Purchase Order, and may enter into a Contract with another vendor for the same product or service. Any additional costs incurred by OPS in obtaining such Products or services from a substitute contractor, shall be paid by Contractor to OPS, in addition to any other damages that OPS may have suffered due to such default. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract. Should the cost of completing the performance of the Contract, together with such damages and expenses incurred by OPS through the default of the Contractor, at that time exceed unpaid balance of the Contract price, the Contractor shall pay the difference to OPS upon demand by OPS, and in addition may recover any other damages as OPS is entitled to recover for Contractor's breach of the Contract. The remedies of OPS for such default by the or under the Contract Documents shall survive the termination of the Contract.

5.11 PUBLIC BENEFIT

For purposes of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, if the Contractor is a sole proprietorship or a general partnership, the Contractor represents to OPS that the sole proprietor or each general partner, as applicable, are citizens of the United States or that are qualified aliens under the federal Immigration and Nationality Act. Any qualified alien must provide to OPS that person's immigration status, alien number and a copy of their USCIS documentation upon request by OPS.

5.12 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION:

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

5.13 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.

5.14 ASSURANCES THAT AFFIRMATIVE STEPS ARE TAKEN TO USE MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:

As required by 2 C.F.R. 200.321, it is the intent of OPS to provide the maximum practical opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.

5.15 NON-DISCRIMINATION:

OPS does not discriminate on the basis of 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 in its programs, activities and employment and provides equal access to the Boy Scouts and other designated youth groups. The following individual has been designated to accept allegations regarding non-discrimination policies: Superintendent of Schools, 3215 Cuming Street, Omaha, NE 68131 (531-299-9822). The following persons have been designated to handle inquiries regarding the non-discrimination policies: Director of Equity and Diversity (equityanddiversity@ops.org), 3215 Cuming St, Omaha, NE 68131 (531-299-0307).

5.16 USDA NON-DISCRIMINATION

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov

This institution is an equal opportunity provider.

5.17 RECORD RETENTION REQUIREMENT (4 YEARS) AND ACCESS TO FILES:

The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to OPS for a period of at least four (4) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the OPS Board of Education or any authorized representative of OPS, and where Federal funds are involved, the Comptroller General of the United States, or any other authorized representative of Federal or State government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, OPS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

5.18 COPYRIGHTS AND PATENTS:

Patent and Copyright Infringement. (a) The Contractor shall report to OPS, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the Contract of which the Contractor has knowledge. (b) In the event of any claim or suit against OPS on account of any alleged patent or copyright infringement arising out of the performance of the Contract or out of the use of any Products furnished or work or services performed under the Contract Documents, the Contractor shall furnish to OPS, when requested by OPS, all evidence and information in the successful Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of OPS except where the Contractor has agreed to indemnify OPS. (c) The Contractor shall include the substance of this clause, including this subparagraph (c), in all subcontracts that are expected to exceed the amount of the Federal simplified acquisition threshold.

Patent Indemnity. (a) The Contractor shall indemnify OPS and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of Products or supplies or the performance of services under the Contract, or out of the use or disposal by or for the account of OPS of such supplies or Products. (b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by OPS of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to: (1) An infringement resulting from compliance with specific written instructions of OPS directing a change in the Products or supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Contract not normally used by the Contractor; (2) An infringement resulting from addition to or change in Products or supplies that was made subsequent to delivery or performance; or (3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

5.19 INVENTIONS AND DATA:

Any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other data and/or material which are produced under or as a result of the Contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all copyright interests in said works will vest in OPS upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of the Contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to OPS. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of the Contract are clearly marked with a copyright notation indicating OPS as the sole copyright owner. All rights and ownership of materials produced under or as a result of the Contract shall become the property of OPS upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of the Contract shall be delivered to, become and remain the property of OPS upon termination or completion of the Contract. OPS's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such Contract and requirements and regulations pertaining to copyrights and rights in data.

5.20 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 attorneys' 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 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.

6.0 DEFINITIONS

Certain capitalized terms in the Bid Documents and the Contract Documents are defined in this Section. If a term is capitalized, this Section 6.0 should be consulted to determine if that term is defined in this section or is defined in some other portion of the Contract Documents. If the definition of a capitalized term is defined in both this Section 6.0 and in another place in the Contract Documents, then the definition of that term shall include both definitions. If defined, that definition applies to all documents prepared by the District that constitute the Bid Documents and the Contract Documents.

6.1 ADDENDUM

An Addendum is an additional document or documents issued by OPS after the Bid Documents were initially issued but prior to the close of bidding that amends or modifies the Bid Documents. Bidders should acknowledge in their Bid Form the receipt of all Addenda issued by OPS by Addendum number and issue date.

6.2 AGREEMENT

Please see the definition for Contract.

6.3 BID

A Bid is the Bidder's offer to OPS to furnish the Product and/or Services requested in the Bid Documents at the price specified in the Bidder's Bid, all in accordance with and pursuant to the terms, conditions and requirements of the Bid Documents.

6.4 BID DOCUMENTS

Bid Documents refers collectively to all of the documents that are issued by OPS in connection with the bid invitation and solicitation of Bids. Typically, the Bid Documents include the Bid Invitation, the Product Specifications, the Minimum Product Requirements, the Bid Submission Instructions, the General Terms and Conditions, the Definitions, the Bid Form with any exhibits, the Signature Page and any Addenda. However, the Bid Documents may vary from Bid to Bid, so Bidders must review the Bid Documents to determine the exact documents that will constitute the Bid Documents for that Bid. Generally, the exact documents that constitute the Bid Documents in each Bid will be found in Section 1.0.

6.5 BIDDER

A corporation, limited liability company, limited or general partnership or individual that submits a bid to OPS pursuant to a bid invitation from the District. The bid invitation is contained in the Bid Documents for that Bid.

6.6 CT OR CENTRAL TIME

The acronym "CT" and the term "Central Time" as used in the Bid Documents both mean the time of day determined based on the Central Time Zone. Use of that acronym or term will mean either Central Standard Time or Central Daylight Time depending on the Central Time Zone in effect in Omaha, Nebraska, on the date indicated in the Bid Documents.

6.7 CONTRACT

A written document executed by OPS and the successful Bidder that was awarded the Bid. The Contract constitutes a binding legal agreement between OPS and the successful Bidder in which the successful

Bidder contracts to furnish to OPS the Products and/or services at the Bid price and in accordance with the Contract Documents. The Contract may also be referred to as the “Agreement”.

6.8 CONTRACT DOCUMENTS

The Contract Documents refers to all of the documents that collectively form the Contract between OPS and the successful Bidder. The Contract that is executed by OPS and the successful Bidder will incorporate into the Contract by reference all of the Bid Documents for that Bid. Those Bid Documents, together with the Contract and the Successful Bidder's completed Bid Form then collectively constitute the “Contract Documents”. If a Purchase Order is issued by OPS in lieu of a separate Contract or in addition to such Contract, then the reference to Contract Documents will include each Purchase Order.

6.9 CONTRACTOR

The Bidder that is awarded the Bid by OPS and that enters into a Contract with OPS to supply the Product or Products referred to in the Bid Documents at the price specified in the Bidder's Bid.

6.10 OPS

This term refers to Douglas County School District 0001, a Nebraska political subdivision, and also known as Omaha Public Schools.

6.11 PRODUCTS

This term refers generically and collectively to all of the items that OPS is seeking to acquire through the issuance of the Bid Documents. In the singular, the term Product may be used to refer to any individual item sought by OPS in the Bid Documents as the context indicates.

6.12 PURCHASE ORDER

A document issued by OPS to the successful Bidder in which the District agrees to purchase from the successful Bidder one or more of the Products in accordance with the requirements of the Contract Documents. Under OPS policies, a Purchase Order issued by the District, when delivered to the successful Bidder, by itself constitutes a Contract with the successful Bidder. The Purchase Orders issued by OPS will incorporate by reference into each Purchase Order the Bid Documents. Those Bid Documents, together with the Purchase Order and the Successful Bidder's completed Bid form then collectively constitute the “Contract Documents” for the Product or Products in those instances when only a Purchase Order is issued.

BID FORM

BID NO.: # 25-023

PRODUCE PRODUCTS

Proposal of _____, a [] corporation organized and existing under the laws of the State of _____; a [] limited liability company organized and existing under the laws of the State of _____; a [] partnership, organized and existing under the laws of the State of _____; or an [] individual (check appropriate box).

TO: Omaha Public Schools Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131-2024

The undersigned, having familiarized itself with conditions affecting the cost of furnishing the Products specified in the Bid Documents and the delivery and any installation costs thereof hereby proposes and agrees to furnish the Products as listed and described in the Bid Documents, as and when ordered by OPS, at the prices listed below and in strict compliance with the Bid Documents.

The undersigned further certifies that the Bidder is capable of performing the Contract with OPS if awarded the bid and can meet the needs and requirements of OPS, that it understands the requirements of the Bid Documents and that other factors specified in the Bid Documents, in addition to the cost of the Products, may be considered in determining the successful Bid or Bids. The undersigned further acknowledges that once its Bid is opened, it shall remain open and subject to acceptance by the OPS for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period. The undersigned further acknowledges that OPS reserves the right to reject any or all Bids and any part thereof and to waive any or all technicalities and irregularities.

Part A – Market Priced Products -- The Produce Products listed below are to be proposed by bidder at Market Price plus a Handling and Delivery Charge. Bid the Handling and Delivery Charge as a separate cost item and is to include the cost of delivery to the specified OPS locations. Include the cost for the Products listed below as they were priced at the time the bid was submitted (All pricing has to be for the same time period). Documentation on pricing may be requested by OPS as needed to verify information. State the pack size if different from what is listed below. Prices must include any and all other charges.

Please specify Handling and Delivery Charge per unit (case or container): \$_____/case

Product	2025-2026 Usage Estimates*	Vendor Item # (This is required)	Alternate Pack Size	Cost (excluding Handling and Delivery Charge)
Apples, U.S. Fancy, Granny 113 ct case	850			
Apples, U.S. Fancy, Red, Delicious 100 ct case	470			
Apples, U.S. Fancy, Red, Delicious 125 ct case	400			
Apples, U.S. Fancy, Red, Delicious 175 ct case	600			

*The 2025-2026 Usage Estimates on this Bid Form are only estimates and are not guaranteed.

Apples, Locally Grown (specify variety, pack size and months available)				
a.				
b.				
c.				
d.				
Apples, Gala, 100-125 ct	100			
Apples, Jonathan, 100-125 ct	100			
Apples, Jonathan, 163-175 ct	100			
Asparagus, cleaned, 5lb bag	100			
Asparagus, Whole, Cleaned, 1lb	100			
Banana, U.S. Fancy 40lb Carton, Green Tip, stage 4	5500			
Banana, U.S. Fancy, Petite, Single, Green Tip, Stage 4 150 ct case	5500			
Beans, Green, Trimmed 1lb	100			
Beets, 1" x 1" chunk, 5lb bag	1000			
Blueberries, Pint, 12 pints per case	100			
Blueberries, Pint, 12/case	100			
Broccoli Crowns, 20/lb. case	100			
Broccoli Florets, Fresh, Raw, Cleaned, Vendor Bag, 4/3lb case.	3000			
Brussel Sprouts, Halved, Cleaned, 5lb Bag	100			
Cabbage, Nappa Chunks, 3lb	100			
Cantaloupe, Whole, Cleaned, Chunks 1" x 1" 4/5lb case.	220			

Carrots, Coins 4/5lb	100			
Carrots, Petite Bites, Fresh, Raw, 4/5lb case	4600			
Carrots, Petite Bites, Fresh, Raw, minimum 25 lb. Bulk case	4000			
Carrots, Slims, IW 100/2.0 oz. (Carroteenies)	350			
Carrots, Whole, Raw, 50lb	100			
Cauliflower Florets, Fresh, Raw 2/3lb	1100			
Celery, Sticks, 4" length, minimum 7 day shelf life upon delivery. 4/5lb case	250			
Celery, U.S. #1 Pascal, Naked, 30/36 ct	100			
Clementines, 20# case	100			
Corn, Fresh Husked, Halved, 50 ct.	1100			
Cucumber, Fresh, Whole, Clean, 50lb	1250			
Grapes, Lunch Bunch Brand, 21lb. No Substitute.	2100			
Honeydew Melon, Cleaned, ## inch cube, case	100			
Honeydew Melon, Whole, Cleaned, 4/5lb case	100			
Iceberg Lettuce, Shred, 1/8" Cut 4/5lb case	100			
Jicama Sticks, Raw, Cleaned, 5lb Minimum	900			
Kale, Fresh, Trimmed, 1lb	100			
Kiwi, whole, 90 count case, 18# case	1000			
Lemons, Whole, 35# case	100			
Lettuce, Green Leaf, Raw, Cleaned Singles, 7 day shelf life upon delivery, minimum 10lb	450			
Lettuce, Iceberg Shred, 1/8" Cut 4/5lb case, no color.	750			

Lettuce, Iceberg-Romaine Blend, mix of 50% each 4/5lb case, no color	100			
Lettuce, Romaine, Chopped, 4/5lb case, no color	2400			
Limes, Whole, 175 ct	100			
Microgreens, Pea Shoots, 1lb pack size				
Mushrooms, Button, Cleaned, 5lb bag	250			
Mustard Greens, Trimmed, 1lb	100			
Nectarines, Whole, 88-96 ct	100			
Onion, Large, Yellow, 50lb	100			
Onion, Medium, Yellow, 50lb	100			
Oranges, Whole, Meet or Exceed U.S. Fancy 88 ct case	1700			
Oranges, Whole, Meets or Exceeds U.S. Fancy, 113 ct	300			
Oranges, Whole, Meets or Exceeds U.S. Fancy, 138 ct	100			
Parsnips, Whole, Cleaned, 1"x1" Cubed, 4/5lb case	100			
Peaches, Whole, 80 ct	100			
Pears, Whole, 150 ct	100			
Peppers, Green, Fresh, Raw, Diced 3/8", 5lb case	100			
Peppers, Red, Raw, Diced 3/8", 5lb	100			
Peppers, Red, Raw, Medium, Whole, 1lb	100			
Peppers, Whole, Green, 25lb	150			
Plums, Red, 2-inch diameter	100			
Potato, Baker, 100 ct	100			
Potato, Red, A, 50lb	100			

Potato, Red, B, Quarters, 20lb	100			
Potato, Russet. Diced, 1" x 1" x 1", 4-5lb bags	2700			
Radishes 14/1lb	130			
Raspberries, Pint, 12 pints per case	100			
Red Swiss Chard, 12 count Case	100			
Snow Peas, Cleaned, 10lb	100			
Spinach, Cello, 4/2.5lb	1800			
Squash, Diced, Butternut, 20lb, 1" x 1" x 1", 4-5lb bags	1100			
Squash, Sliced 1/4", Butternut, 4-5lb bags	100			
Squash, Yellow, 20lb	100			
Strawberries, Pint, 12 Pints per Case	100			
Sugar Snap Peas, whole, Cleaned, 5lb Bag	100			
Tangerines, 80 count case	100			
Tomato, Fresh, Large, 6x6 25lb case	350			
Tomato, Sweet Grape, Bulk 25lb case	2500			
Tomato, Sweet, Grape, 12 ct.	5700			
Watermelons, Red, Seedless, Each, List size _____ lb.	550			
Zucchini, Green, 10lb	250			
THE FOLLOWING ARE FOR THE DISTRICT'S "TASTE IT, TRY IT" PROGRAM AS FOLLOWS:				
August - Honeydew, Chunks, 1x1, 20#/cs	200			
September – Rhubarb, 20#/cs	200			

October - Apple, Local, Specify Type and Pack Size _____	200			
November - Yellow Squash, Whole, 20#/cs	200			
December - Sweet Potato, Peeled, Chunks, 1x1, 4 - 5 lb. packages/cs, 20#/cs	200			
January - Blood Oranges, Whole, Specify Pack Size _____	200			
February - Collard Greens, Cleaned, 20#/cs	200			
March - Mango Chunks, 1x1, 5 lb. packages/cs, 20#/cs	200			
April - Apricots, Whole Specify Type and Pack Size _____	200			
May – Arugula, 20#/cs	200			

Please list below any additional items not listed above on Part A that your firm would supply to OPS if ordered by OPS.

Product	Vendor Item #	Alternate Pack Size	Cost (excluding Handling and Delivery Charge)

Part B - Listed below are the items which may be purchased throughout the year. Provide description, size, current pricing and a picture of each item. Delivery of the below items must be to each school. The bid price must be the total cost to OPS for each Product ordered and shall include all Handling and Delivery Charges for delivery to each OPS location specified by OPS.

Single Serving	1/4 cup (2 oz.) Price	1/2 cup (4 oz.) Price	5 lb. Price
Berries, Mixed			
Cantaloupe, Cubed 1/2" Cube			
Grapes, Red, Seedless			
Mango, Cubed, 1/2" Cube			
Pepper, Strips, Green			
Tomato, Grape			
Watermelon, Cubed, 1/2" Cube			
Pineapple Chunks, 1/2" Chunk			
Apple Wedges, Red Delicious, Sixth Cut			

Part C (Optional) - Provide examples of items which will be available as Fresh Fruit and Vegetable Program (FFVP) options. Provide description, size (bulk or IW), current prices, and a picture of each item. (Attach additional sheets if necessary)

Product Description	Size	Current prices

Attachments

Attached to this Bid Form are the following attachments that will need to be completed by the Bidder for the Produce Products that it is bidding:

- Exhibit A – Lobbying Certification
- Exhibit B – Verification Form to Support USDA Buy American Requirements
- Bidder prepared map detailing the location of grower(s) who supply local produce, using OPS “local” definition. Include in the map the names and locations of the Nebraska based growers and the approximate time period when the grower’s produce will be ready for sale.

[Signature page follows]

SIGNATURE PAGE

BID NO: # 25-023

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

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

Acknowledge Receipt of Bid Addendum:

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

BID NO: # 25-023

PRODUCE PRODUCTS

Hard Copy to be delivered, or sent by any other method of hard copy sealed Bid delivery mailed to:

Omaha Public Schools
Department of District Operational Services
3215 Cuming Street
Omaha, Nebraska 68131

MUST BE RECEIVED BY 2:00 PM (CT) on May 8, 2025

EXHIBIT A

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

BID NUMBER:	25-023	DATE ISSUED :	April 10, 2025
DATE AND TIME DUE:	May 8, 2025 2:00 PM CT	TITLE OF BID:	PRODUCE PRODUCTS

SIGNED RESPONSE IS REQUIRED.

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 sub recipients 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.

Statement for Loan Guarantees and Loan Insurance

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

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official (print name)

Signature

Date

EXHIBIT B

Verification Form to Support USDA Buy American Requirements

To be considered for an award from this solicitation, bidders must certify the percentage of U.S. agricultural product content in Products to be supplied to Omaha Public Schools. If you are unable or unwilling to make such certification, Omaha Public Schools reserves the right to disqualify the product bid.

The undersigned certifies that the following products being bid by the undersigned has/have at least 51% U.S. agricultural products content [list products below]:

OR

The undersigned is requesting an exception to the Buy American requirement for the following products:

because:

CHECK ONE

a. ____ The product is not produced or manufactured in the U.S. in sufficient and reasonable available quantities of a satisfactory quality;

or

b. ____ Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

SATISFACTORY DOCUMENTATION FROM THE MANUFACTURER MUST BE ATTACHED FOR EITHER REQUESTED EXCEPTION.

Name of Organization:

Name of Authorized Official:

Signature:

Date:

Exhibit C

Delivery Locations and Duty Hours

SECONDARY SCHOOLS, ELEMENTARY SCHOOLS WITH CENTRAL KITCHENS AND TAC CAFÉ (26 LOCATIONS) (“Group 1 Schools”)

<u>SCHOOL</u>	<u>SCHOOL ADDRESS</u>	<u>DUTY HOURS</u>
Benson High	5120 Maple Street	6:00-2:30
Beveridge Middle	1616 South 120th Street	6:00-2:30
Blue Stem Middle	5910 S. 42nd Street	6:00-2:30
Bryan High	4700 Giles Street	5:30-2:00
Bryan Middle	8210 South 42nd Street	6:00-2:30
Buena Vista High	5616 L Street	6:00-2:30
Buffett Middle	14101 Larimore Ave	6:00-2:30
Burke High	1200 Burke Blvd	6:00-2:30
Central High	124 North 20th Street	5:45-2:15
Davis Middle	8050 North 129th Ave	6:00-2:30
Gateway Elementary	5610 South 42nd Street	6:00-2:30
Hale Middle	6143 Whitmore	6:00-2:30
King Science Center	3720 Florence Blvd	6:00-2:30
Lewis & Clark Middle	6901 Burt Street	6:00-2:30
Marrs Middle	5619 South 19th Street	6:00-2:30
McMillan Magnet	3802 Redick Street	6:00-2:30
Monroe Magnet	5105 Bedford Ave	6:00-2:30
Morton Middle	4606 Terrace Drive	6:00-2:30
Norris Middle	2235 South 46th Street	6:00-2:30
North High	4410 North 36 Street	6:00-2:30
Northwest High	8204 Crown Point Ave	6:00-2:30
Skinner Magnet	4304 North 33rd Street	6:00-2:30
South High	4519 South 24th Street	5:30-2:00
Standing Bear	15860 Taylor Street	6:00-2:30
Westview High	15800 Summit Plaza	6:00-2:30
TAC Café	3215 Cuming Street	5:00-3:00

ELEMENTARY SCHOOLS WITHOUT CENTRAL KITCHENS (62 LOCATIONS) (“Group 2 schools”)

<u>SCHOOL</u>	<u>SCHOOL ADDRESS</u>	<u>DUTY HRS</u>
Adams Elementary	3420 North 78Th Street	7:00-2:30
AP/Robbins Elementary	5050 South 51St Street	7:00-2:30
Bancroft Elementary	2724 Riverview Blvd	7:00-2:30
Beals Elementary	1720 South 48Th Street	7:00-2:30
Belle Ryan Elementary	1807 South 60Th Street	7:00-2:30
Belvedere Elementary	6224 North 37Th Street	7:00-2:30
Benson West Elementary	6652 Maple	7:00-2:30

Boyd Elementary	8314 Boyd Street	7:00-2:30
Castelar Elementary	2316 18Th Street	7:00-2:30
Catlin Elementary	12736 Marinda	7:00-2:30
Central Park Elementary	4904 North 42nd Street	7:00-2:30
Chandler View Elementary	7800 South 25Th Street	7:00-2:30
Columbian Elementary	330 South 127Th Street	7:00-2:00
Conestoga Elementary	2115 Burdette Street	7:00-2:30
Crestridge Elementary	818 Crestridge Rd	7:00-2:30
Dodge Elementary	3520 Maplewood Blvd	7:00-2:30
Druid Hill Elementary	4020 North 30Th Street	7:00-2:30
Dundee Elementary	310 North 51St Street	7:00-2:30
Edison Elementary	2303 North 97Th Street	7:00-2:30
Field Club Elementary	3512 Walnut Street	7:00-2:30
Florence Elementary	7902 North 36Th Street	7:00-2:30
Fontenelle Elementary	3905 North 52nd Street	7:00-2:30
Forest Station Elementary	1010 Childs Rd. W.	7:00-2:30
Franklin Elementary	3506 Franklin	7:00-2:30
Fullerton Magnet Center	4711 North 138Th Street	7:00-2:30
Gifford Park Elementary	717 North 32nd Street	7:00-2:30
Gilder Elementary	3705 Chandler Rd	7:00-2:30
Gomez Heritage Elementary	5101 South 17Th Street	7:00-2:30
Harrison Elementary	5304 Hamilton Street	7:00-2:30
Hartman Elementary	5530 North 66Th Street	7:00-2:30
Highland Elementary	2625 Jefferson Street	7:00-2:30
Indian Hill Elementary	3121 "U" Street	7:00-2:30
Jackson Elementary	620 South 31St Street	7:00-2:30
Jefferson Elementary	4065 Vinton Street	7:00-2:30
Joslyn Elementary	11220 Blondo Street	7:00-2:30
Kellom Elementary	1311 North 24Th Street	7:00-2:30
Kennedy Elementary	2906 North 30Th Street	7:00-2:30
King Elementary	3706 Maple	7:00-3:00
Liberty Elementary	2021 St. Mary's Ave	7:00-2:30
Lothrop Magnet Center	3300 North 22nd Street	7:00-2:30
Masters Elementary	5505 North 99Th Street	7:00-2:30
Miller Park Elementary	5625 North 28Th Street	7:00-2:30
Minne Lusa Elementary	2728 Ida Street	7:00-2:30
Mount View Elementary	5322 North 52nd Street	7:00-3:00
Oak Valley Elementary	3109 Pedersen Dr	7:00-2:30
Pawnee Elementary	7310 South 48Th Street	7:00-2:30
Picotte Elementary	14506 Ohio Street	7:00-2:30
Pine Elementary	810 Pine Street	7:00-2:30
Pinewood Elementary	6306 Redick Ave	7:00-2:30
Ponca Elementary	11300 North Post Rd	7:30-2:00

Prairie Wind Elementary	10908 Ellison Ave	7:00-2:30
Rose Hill Elementary	5605 Colby Street	7:00-2:30
Saddlebrook Elementary	14850 Laurel Ave	7:00-2:30
Sherman Elementary	5618 North 14Th Ave	7:30-2:30
Spring Lake Elementary	4215 South 20Th Street	7:00-2:30
Springville Elementary	7400 North 60Th Street	7:00-2:30
Sunny Slope Elementary	10828 Old Maple Rd	7:00-2:30
Wakonda Elementary	4845 Curtis Ave	7:00-2:30
Walnut Hill Elementary	4355 Charles Street	7:00-2:30
Washington Elementary	5519 Mayberry Street	7:00-2:30
Western Hills Elementary	6523 Western Ave	7:00-2:30
Wilson Focus School	5141 "F" Street	6:30-2:30