

# Bid Invitation

## Bid No. 25-031

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

LATE BIDS WILL NOT BE ACCEPTED

The Board of Education for Douglas County School District 0001  
(Omaha Public Schools) invites bids for:

### One Small Hybrid SUV

**RETURN TO:**

**transportationdistrictvehicles@ops.org**

Bid Number	25-031
Date of Issuance of Bid	Wednesday, June 4, 2025
Deadline for Submission of Questions	Friday, June 13, 2025
Bid Submission Deadline	Wednesday, July 2, 2025
Estimated timeline for Evaluation of Bids	Monday, July 3, 2025
Anticipated Bid Award & Board of Education Approval Timeline	August 2025

Question Submission Box	transportationDistrictvehiclesQA@ops.org
Bid Submission Box	transportationDistrictvehicles@ops.org
Microsoft Teams Meeting Phone Number	402-509-3892
Microsoft Team Conference ID	238 977 471#
Address for in Person Bid Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

**Bid 25-031**  
**One Small Hybrid SUV**

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## 1.0 BID INVITATION

Douglas County School District 0001("Omaha Public Schools") ("OPS") invites qualified suppliers to submit bids to furnish OPS with one (1) small hybrid SUV (referred to herein as the "Product") that complies with the Product Specifications stated in Section 2.0 of the Bid Documents (as defined below). The bid price quoted in the bid shall include a single price for the Product 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" include the following documents: Bid Invitation, the Product Specifications, the Bid Submission Instructions, the General Terms and Conditions, and the Bid Form and Signature Page. 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 hereinafter defined) between OPS and a successful bidder for the Product.

## 2.0 PRODUCT SPECIFICATIONS

The bidder awarded the Contract will be expected to furnish the awarded Product to OPS that comply with the following Product Specifications and with the successful bidder's bid for the Product. 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.

### 2.1 PRODUCT TO BE FURNISHED:

Contractor agrees that it will supply to OPS, upon the execution of an Agreement with OPS, or the issuance by OPS of a Purchase Order or both, with the Product listed in Contractor's bid response that was awarded by OPS to Contractor and in the quantities requested by OPS. The Purchase Order shall specify the Product ordered by OPS and the specific date and location for delivery of the Product to OPS. The Product provided by Contractor shall be new, unused and free of defects. The Product provided by Contractor shall have all warranties and certifications required by the Bid Documents or otherwise provided by the Contractor and manufacturer. Any manufacturer's warranty will be assigned to OPS at the time the warranted Product is delivered to OPS and accepted by OPS. Contractor's bid price for the Product shall be the total amount to be paid by OPS for the Product to be supplied, including the cost of the Product, all warranties, delivery of the Product to the designated OPS facility, installation if required by OPS, and shall also include the cost of providing all insurance coverage, duties, tariffs, licenses, and brokerage charges necessary to complete delivery to OPS.

### 2.2. QUANTITIES AND PRICING:

Listed in this Section 2.0 are the minimum Product Specifications and Product requirements for the specific Product being bid, and the actual quantity of the Product OPS intends to acquire. The Contractor will be expected to supply the quantity of Product specified by OPS at the Contractor's bid price. Contractor shall also be required to deliver

the specified Product to the OPS location specified on the official purchase order, or as directed by OPS.

### 2.3. ORDERING AND DELIVERY:

Delivery may be made to OPS only after an Agreement with Contractor is approved and executed by OPS or a valid Purchase Order has been issued by OPS. The Product ordered by OPS will be delivered directly to the individual location specified by OPS in the Purchase Order for the Product with the order being delivered on the date specified in the Agreement or Purchase Order, but if not specified, then no later than 120 days after the execution of the Agreement by OPS or issuance by OPS of the Purchase Order. The bid price is to be quoted F.O.B. at the specified OPS delivery site in Omaha, Nebraska. No additional shipping charges will be allowed. The specific delivery site will be stated in the Contract Documents or Purchase Order. If not stated, then the delivery site shall be the OPS Warehouse at 4515 South 68th Street, Omaha, Nebraska 68117. All deliveries must be made between the hours of 8:00 am and 2:30 pm Central time on those days when OPS is open for the conduct of business. Contractor must adhere to any delivery date specified in the Contract Documents or Purchase Order, if so indicated. Products shall not be left at the OPS facility, but should be delivered in person to an authorized OPS representative. Ownership of all Products shipped to OPS passes to OPS at the time delivered and accepted by OPS at the specified delivery point. At the time of delivery, Contractor shall provide to OPS all documents necessary for purposes of OPS obtaining a motor vehicle title for the Product and to register and license the Product purchased.

### 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 of manufacture of this product or material requiring a SDS directly to the OPS Environmental Divisions, 4041 N. 72nd Street, Omaha, NE 68134. Electronic submittals are also acceptable – send to [safetydatasheets@ops.org](mailto:safetydatasheets@ops.org). Contact Environmental at 531-299-0180 for further directions.

### 2.5 RISK OF LOSS AND DAMAGE:

Title to the Product supplied by Contractor to OPS will not pass to OPS until it is delivered at the designated OPS facility and accepted in writing by authorized OPS personnel. Title to the Product will pass to OPS, free and clear of any adverse claim or encumbrance, upon acceptance of the Product by OPS. All risk of loss or damage to the Product supplied by Contractor will remain with the Contractor until accepted in writing by an authorized OPS representative after delivery to OPS. If the Product supplied by Contractor is lost, stolen, or damaged prior to such acceptance in writing by authorized OPS personnel, the Product will be promptly replaced by Contractor at its cost.

### 2.6. MINIMUM PRODUCT SPECIFICATIONS:

The Product to be provided by Contractor must comply with the following minimum specifications. If Contractor proposes a Product in the Contractor's bid response that

varies from the minimum specifications, the Product that Contractor provides must meet or exceed the minimum specifications and must be the same Product as Contractor proposed in its bid response. The Product to be furnished must be new and unused, free from defects, undamaged and in good working order and condition. The following are the OPS minimum Product specifications:

### ***One Small Hybrid SUV***

1. Hybrid gas/electric powered engine (**not** a plug-in)
2. All wheel drive (AWD); Standard wheels and tires.
3. Automatic transmission.
4. Power windows.
5. Minimum 4-passenger seating capacity
6. Radiator – H.D. max. cooling.
7. H.D. stabilizer bars, front & rear.
8. H.D. shocks, front & rear.
9. H.D. springs, front & rear.
10. Steering – Power assist with tilt steering
11. Rear backup camera and sound alert.
12. Brakes – power, front & rear disc.
13. Full rust proofing and undercoating.
14. A.M./F.M. radio.
15. Seat – Cloth grey interior.
16. Factory Air Conditioning.
17. Mirrors – Dual mount.
18. Paint – Standard white.
19. Folding rear row for storing ability.
20. Cruise Control
21. Power mirrors
22. Minimum manufacturers and emission and drivetrain warranty coverage
23. One copy of printed or digital repair manuals & wiring diagrams.
24. Model year 2025 or newer.
25. \*Power seats not required

### 3.0 PRODUCT TABLE (Not Used)

### 4.0 BID SUBMISSION INFORMATION AND GUIDELINES

#### 4.1 GENERAL

To be considered, bids must be submitted in accordance with the bid instructions set forth in the 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 be signed by an authorized representative of the bidder. All prices are to be rounded off to two decimal points. All prices should be quoted F.O.B. Omaha Public Schools delivery site 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 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.

#### 4.3 BID QUESTIONS:

Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to the question submission box at the email address included on the Cover Page of these Bid Documents, by 2:00 p.m. CT on or before the deadline for submission of questions. Both the question submission box address and the deadline are listed on the Cover Page. 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 this bid. 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 BID SUBMISSION:

All bids must be submitted to OPS by email to the Bid Submission Box listed on the Cover Page. All submitted bids must comply with the following requirements:

- 4.4.1 The bid must be submitted in a pdf format.
- 4.4.2 The bid must be attached to and submitted through email with the Bid title and number included in the subject line of the transmitting email.
- 4.4.3 The following attachments to the Bid response in pdf format:
  - Vehicle Specifications and standard equipment features of Product proposed.
  - List of variances from Minimum Specifications.
  - Manufacturer's warranty information for the Product.
- 4.4.4 Bidder must include all required signatures of authorized representatives of the bidder, including certificates, if any, included as attachments.

Bids submitted in any other form, including telephone, hard copy and facsimile bids, along with bids submitted to an email address other than the one indicated in these Bid Documents will not be considered. OPS will not accept links to shared files in any proposal. The time stamp on the OPS's email will be the official clock utilized to determine the time for the close of bid submissions. E-mail bids must be submitted to the locked e-mail bid box by 2:00 p.m. and date specified on the Bid Documents.

#### 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' email 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.

#### 4.6 BID WITHDRAWALS AND RESUBMISSIONS:

Withdrawal of a bid may be made by a bidder at any time prior to 2:00 p.m. Central time on the bid due date. A withdrawal may only be done by the bidder via an e-mail message to the same locked e-mail bid box where the bid was originally submitted, with the notation of the subject line stating "Withdrawal of Bid" including the Bid number and title. The withdrawal email must be received by the OPS Purchasing Division prior to the date and time of the bid submission deadline. An attempted withdrawal in any other form, including a hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail bid addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of bids. All bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for 90 days after the bid due date and may not be withdrawn prior to the expiration of such 90-day period.

#### 4.7 BID OPENING:

Bids will be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 in public immediately following the bid submission deadline

stated on the Bid Documents cover page. Those submitting bids can attend in person or remotely join the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States Phone Conference ID is listed on the cover page. If attending in person, please arrive at the security desk at least 10 minutes prior to the 2:00 PM Central deadline.

#### 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 samples, product reviews, demonstrations, or interviews.

#### 4.10 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 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 the Contract Documents (defined in the General Terms and Conditions, in Section 5.1 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.

#### 4.11 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.

## 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 Product 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 Product 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 and Signature Page (the Agreement or Purchase Order, together with the Bid Documents and Contractor's completed Bid Form and Signature Page 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 Product 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.

OPS may enter into a Contract with Contractor for the Product and in addition issue a Purchase Order in addition to executing an Agreement. The initial Purchase Order for the Products will be placed within 30 days after the bid is awarded to Contractor. Each such Purchase Order will also incorporate by reference all of the Contract Documents.

### 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 Document obligations. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Product and services. Contractor represents that it is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or 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:

An invoice will not be submitted to OPS until the Product furnished to OPS that is included in the invoice has been delivered and accepted by OPS at the delivery point. The invoices must be sent by email to the Accounts Payable Division at [acctspayable@ops.org](mailto: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.

#### 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 TERMINATION OF CONTRACT:

In the event that the Contractor awarded the Contract or is issued a Purchase Order fails or refuses to perform such Contract or Purchase Order according to its terms, or in the event such Contractor otherwise defaults in the performance thereof, OPS may, in addition to all other rights that it may have at law or equity, terminate such Contract or Purchase Order, and may enter into a contract with another vendor for the same product or service. Any additional costs incurred by OPS in obtaining such Product 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 or Purchase Order, 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 or Purchase Order.

#### 5.10 PUBLIC BENEFIT:

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

#### 5.11 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION:

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

## BID FORM

### One Small Hybrid SUV BID NO.: 25-031

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 a [ ] individual (check appropriate box).

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

The undersigned, having familiarized itself with conditions affecting the cost of furnishing the Product and services specified in the Bid Documents and the delivery costs thereof hereby proposes and agrees to furnish the Product as listed and described in Section 2, Product Specifications, of the Bid Documents, as and when ordered by OPS, at the price listed below, in strict compliance with the Bid Documents.

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

Delivery Site for the Small Hybrid SUV is 3833 North 72<sup>nd</sup> Street, Omaha, NE 68134.

PRODUCT ITEM DESCRIPTION	UNITS	UNIT PRICE	EXTENDED PRICE
Small Hybrid SUV	1		

Vehicle Manufacturer \_\_\_\_\_

Vehicle make: \_\_\_\_\_

Model: \_\_\_\_\_

Model Year: \_\_\_\_\_

#### Following Attachments included:

- Vehicle Specifications and standard equipment features of Product proposed.
- List of variances from Minimum Specifications.
- Manufacturer's warranty information for the Product.

**SIGNATURE PAGE**  
**One Small Hybrid SUV**  
**BID NO: 25-031**

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

*Bids must be signed to be valid.*

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Acknowledge Receipt of Bid Addendum:

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

Addendum No. \_\_\_\_\_ Date \_\_\_\_\_

CONTRACT NAME:

\_\_\_\_\_  
*Please note below which contract the pricing above is based upon.*