

**Bid Invitation**  
**for**  
**TV Carts**  
**Bid No. 25 – 033**

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:

**TV Carts**

**SUBMIT COMPLETED BID TO:**

[avequipbids@ops.org](mailto:avequipbids@ops.org)

**Important Bid Submission Information and Deadlines:**

Bid Title and Bid Number:	TV Carts, Bid No. 25-033
Date of Issuance of Bid:	July-14 2025
Deadline for Submission of Questions:	July 21 2025
Deadline for Submission of Bid Proposals:	August 12 2025
Estimated Timeline for Evaluation of Bids:	August 17 2025
Estimated Timeline for Bid Award and Board of Education Approval:	

Question Submission Box Email Address:	<a href="mailto:avequipbidsqa@ops.org">avequipbidsqa@ops.org</a>
Bid Submission Box Email Address:	<a href="mailto:avequipbids@ops.org">avequipbids@ops.org</a>
Microsoft Teams Meeting Phone Number for Bid Opening.	402-509-3892
Microsoft Team Conference ID for Bid Opening:	656 303 558#
Address for In-Person Bid Opening:	OPS TAC BLDG 3215 Cuming St

**Bid 25-033**  
**TV Carts**

*TABLE OF CONTENTS*

COVER PAGE	Page i
TABLE OF CONTENTS	Page ii
SECTION 1: Bid Invitation	Page 3
SECTION 2: Product Specifications	Page 3
SECTION 3: Minimum Product Requirements	Page 6
SECTION 4: Bid Submission Requirements and Guidelines	Page 6
SECTION 5: General Terms and Conditions	Page 10
BID FORM	Page 15
SIGNATURE PAGE	Page 16

## 1.0 BID INVITATION

Douglas County School District ("Omaha Public Schools") ("OPS") invites qualified suppliers to submit bids to furnish OPS with Mobile TV carts sized to hold a 75" TV (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" include the following documents: Bid Invitation, the Product Specifications, the Minimum Product Requirements, 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 Products.

## 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 this Section, with the Minimum Product Requirements in Section 3.0 and with the 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, upon the execution of an Agreement with OPS, or the issuance by OPS of one or more Purchase Orders or both, with the Products listed in Contractor's bid response that were awarded by OPS to Contractor and in the quantities requested by OPS. The Purchase Orders shall specify the quantities of Products ordered by OPS and the specific dates and locations or locations for delivery of the Products to OPS. All Products provided by Contractor shall be new, unused, in the original packaging, free of defects and undamaged. The Products 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 per Product shall be the total amount to be paid by OPS for the Product or Products 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 the Minimum Product Requirements in Section 3.0 of the Bid Documents are the specific Product or Products being bid, Product Specifications, and the actual or estimated quantities for the Products to be acquired by OPS. The Product quantities in Section 3.0 refer to the quantity of each Product that OPS intends to acquire. The Contractor will be expected to supply those quantities of Products that were awarded by OPS to Contractor.

### 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. In the event that multiple orders of a Product are specified, a valid Purchase Order will need to be issued for each order. The Products ordered by OPS will be delivered directly to the individual location specified by OPS in each Purchase Order with the initial order being delivered on the date specified in the Agreement or

Purchase Order, but if not specified, then no later than 30 days after the execution of the Agreement by OPS or issuance by OPS of the Purchase Order. All bid prices are 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 68<sup>th</sup> 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 the delivery date specified in the Contract Documents or Purchase Order, if so indicated. Products should not be left on a loading dock 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.

## 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 an SDS directly to the OPS Environmental Division, 4041 N. 72<sup>nd</sup> Street, Omaha, Nebraska 68134. Electronic submittals are also acceptable and should be sent 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 any Products 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 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.

## 2.6 SUBSTITUTE PRODUCTS

In the event that at the time OPS orders any Product that Contractor has agreed to supply, the Product specified in the Contract or Purchases Order has been discontinued, the features of the Product that Contractor agreed to furnish have been changed or eliminated, or the Product is no longer available to Contractor for any reason, Contractor shall so advise OPS and shall propose a substitute Product that is reasonably acceptable to OPS and that meets or exceeds all of the specifications in the Contract Documents for the type of Product ordered by OPS. Once approved by OPS, such Product shall be furnished to OPS by the Contractor at a price that is the lesser of the price provided in the Contract Documents for the Product that it replaces or the price quoted by the Contractor publicly for the replacement Product. The term "Contract Documents" as used herein and in the other Bid Documents, is defined in the General Terms and Conditions at Section 5.1 hereof.

## 2.7 ACCOUNT MANAGER AND PERFORMANCE DEFICIENCIES

Contractor shall assign to the OPS account an Account Manager, who is an employee of Contractor, who will maintain open and timely communication with OPS staff at all times, who can be contacted during normal business hours and who will be responsible for passing special instructions on to employees and contractors in the event of an emergency or other occurrence that may affect the Contractor's performance of the Agreement or Purchase Order. The Account Manager will be responsible and accountable for assuring that the Products comply with the requirements of the Contract Documents, are of the required quality and are timely delivered. The Account Manager will also provide supervision and address disciplinary issues that may arise in connection with its employees and subcontractors, if any. The Account Manager must be directly

reachable by telephone or email. An answering service or answering machine is not acceptable. An escalation matrix prepared by Contractor and approved by OPS shall be used in the event the Account Manager is not available or is unable to resolve an issue to OPS's satisfaction. If changes are made, a revised matrix must be submitted to the OPS Contract Administrator with the most current contact information. The Contractor's escalation matrix shall be utilized for any identified deficiencies. If repeated deficiencies occur in Contractor's performance of its obligations under the Contract Documents over any thirty (30) day period during the term of the Agreement, OPS may give a written notice to the Contractor stating the deficiencies and requesting correction thereof. Unless deficiencies are corrected to the satisfaction of OPS within ten (10) days after the date Contractor is notified by OPS of such deficiencies, the OPS may declare Contractor in default, and may exercise all remedies that it has for breach of the Contract, provided, however, if the deficiencies cannot reasonably be corrected by the expiration of such 10 day period despite good faith efforts by Contractor and provided further that Contractor has commenced correction of such deficiencies within the 10 day period and has pursued, and continues to pursue, such corrections with diligence to completion, Contractor shall have up to a maximum of thirty (30) days after receipt of such notice to correct such deficiencies before OPS can declare a default. In the event of such default, OPS shall have all of the remedies against Contractor due to such default as are allowed under section 5.9 of the General Terms and Conditions of the Contract Documents or as are otherwise allowed at law.

## 2.8 RECALLS

In the event a Product provided by Contractor is recalled, Contractor must notify the OPS Contract Administrator immediately. Contractor may not furnish any Products that are listed on the 'Current Recalls and Alerts. Recalled Products that present a danger of injury must be removed and replaced or the defect corrected by Contractor at Contractor's cost within ten (10) business days after the Contractor or OPS first becomes aware of the recall.

### 3.0 MINIMUM PRODUCT REQUIREMENTS

#### 3.1 PRODUCTS SPECIFIED AND MINIMUM REQUIREMENTS

The Products to be provided by Contractor must comply with at least the following minimum specifications in the table below. The Products to be furnished must be new and unused, free from defects, undamaged and in good working order and condition. These Bid Documents seek bids on one type of Products. The specifications for each Product being bid are set forth below.

OPS PRODUCT CODE	PRODUCT NAME	MINIMUM PRODUCT SPECIFICATIONS	ESTIMATED QUANTITY
TV Carts	Mobile TV Cart for 75" TV	<p>TV Carts that provide a mobile solution for 75" displays. TV Carts that are built of adjustable height, swivel casters wheels and locking brakes. At least one built-in shelf for accessories is required.</p> <p><b>TV Cart is required to accommodate a TV mount that meets the following specifications:</b> <b>VESA Screw size: M8</b> <b>VESA Screw Depth: 19-21</b> <b>VESA Spec: 400"400</b> <b>Weight of equal to or greater than 58 pounds</b></p> <p><b>Warranty Added – Please see paragraph 4.13 for Warranty specifications.</b> <b>Freight costs via Full size Semi Trailer Included in price.</b> Included on this estimate: schedule delivery to Omaha Public Schools Distribution Center. Upon delivery of all shipments to the OPS warehouse or Schools the contractor will split stacked pallet shipment and move upper-level TV Carts to separate pallets supplied by contractor and OPS staff at the warehouse. Contractor and OPS staff will also inspect all packing.</p>	734

### 4.0 BID SUBMISSION INSTRUCTIONS & GUIDELINES

#### 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 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 successful bidder 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 the 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 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 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 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 locked e-mail bid box address 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 by email with the bid title and bid number included in the subject line of the transmitting email.
- 4.4.3 All Product description and specification documents, warranty documents, safety data sheets and any other documents to be submitted with the bid proposal as may be required in Sections 2.0 and 3.0 of these Bid Documents must be submitted in pdf format and included with the bid proposal as attachments to the bid proposal. A list of required attachments is included in the Bid Form.
- 4.4.4 Bidder must include all required signatures of authorized representatives of the bidder, including on any certificates included as bid 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 submissions. E-mail bids must be submitted to the locked e-mail bid box not later than 2:00 p.m. Central Time, on the due date specified in the Bid Documents for submission of bids.

#### 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.

#### 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 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 of the message 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 immediately following the bid submission deadline stated on the Bid Document 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. The Phone Conference ID is listed on the bid 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 Product 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. This is an all or nothing bid, and the bid will only be awarded to one bidder. 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 EQUAL 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" 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 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.

#### 4.12 LEAD TIME

Bidders will indicate in an attachment to their bid response the lead time that the bidder will need to have the specified Products ready for delivery at the designated OPS school sites. The length of lead times may be considered in making the bid award. This amount of lead time needed by the successful bidder will be incorporated into the Agreement with the successful bidder and will be a part of the requirements for delivery deadlines. For purposes of calculating the delivery time for the Products, the lead time will begin on the date that the Products are ordered by OPS.

#### 4.13 WARRANTIES

All Products requested in the Bid Documents must have a minimum 5-year, un-prorated warranty. Bidders will include in an attachment to their bid a complete detailed copy of the manufacturer's warranty for the Products included in the bidder's bid proposal. The warranty should include a description of the warranty coverage, the warranty duration, how warranty claims are processed; the method for determining warranted manufacturing defects versus negligence, misuse or abuse; and an explanation of how the bidder or manufacturer handles replacements of defective or damaged items. If there are multiple warranties for different portions of the Products proposed by the bidder, all such warranties shall be described.

#### 4.14 SAMPLES MAY BE REQUIRED AFTER BID OPENING

OPS reserves the right to request samples of Products after the bids are opened and before the bid is awarded. OPS will notify the bidder in writing of its request of samples. The bidder will

generally be allowed ten (10) calendar days from the date requested to provide samples identified in the OPS request, but OPS may specify a longer or shorter time in its request. OPS may ask for one or multiple samples. The samples shall be provided at no cost to OPS and shall be delivered to OPS at the bidder's cost. Delivery of samples shall be the responsibility of the bidder. If samples are requested and not timely received, 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. The samples shall be the exact and true representation of the Products being bid, including all materials and components used. The shipping container for the samples must be tagged or labeled with the name of the bidder, the OPS bid number, and the OPS Classification Codes (if supplied by OPS). 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. In case the Product ultimately awarded to the successful bidder by OPS fails to conform to the sample provided, the Contractor furnishing that item shall be required to immediately replace the non-conforming Product with a replacement conforming to the sample and to the Contract Document requirements at no additional cost to OPS. OPS reserves the right to review or test samples to ensure they meet their specific requirements and to assess suitability for purpose. Samples shall be delivered to the following address:

Omaha Public Schools  
Bid 25-033 TV Carts  
Purchasing Department  
3215 Cuming St.  
Omaha, NE 68131-2024

Catalogs illustrating the items may be considered in some cases when samples are not available. Samples will not be returned by OPS and will be discarded. OPS reserves the right to request additional Product samples if it deems necessary.

#### 4.15 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 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.

OPS may enter into a Contract with Contractor for the Products and in addition issue one or more Purchase Orders in addition to executing an Agreement for the purpose of allocating the Products among its schools, provide delivery locations and allocate the cost of the Products allocated among the various schools in the District, or to place orders for additional Products following the initial order for the purchase of the quantity of Products specified in the Contract Documents. The initial Purchase Order for the Products will be placed within 10 days after the bid is awarded to the Contractor. Each such Purchase Order will also be incorporated by reference all of the Contract Documents. If the Products are to be delivered to multiple locations, separate Purchase Orders will be issued for each OPS location where products are to be shipped, with the facility address and the quantities to be shipped to such location stated in each Purchase Order.

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

## 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](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 the month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstances.

## 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. The 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 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 the 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 contract.

#### 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 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.

#### 5.12 INDEMNITY

Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless OPS and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any act or omission of Contractor or Contractor's agents, contractors or employees; (ii) any default, breach, violation or non-performance 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.

#### 5.13 PROHIBITED ITEMS

There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of OPS property. OPS strictly prohibits the illegal use of drugs, alcohol possession or consumption, and the possession of permitted and/or non-permitted firearms within the boundaries of District property. These regulations shall be enforced by the Contractor.

#### 5.14 INSURANCE

At all times that Contractor is performing any services on OPS property, Contractor shall maintain the following insurance coverages. This insurance shall be written in accordance with the limits of liability as specified in this Section and shall be written on an occurrence basis only. OPS shall be an additional insured on all liability policies provided by Contractor. Contractor must at all times maintain the following insurance coverage:

Employer's Liability

\$500,000 per accident  
\$500,000 disease, policy limit  
\$500,000 disease, each employee

Commercial General Liability  
\$1,000,000 per occurrence for both bodily injury and property damage  
\$2,000,000 general aggregate  
\$2,000,000 completed operations aggregate  
\$1,000,000 personal and advertising injury

Commercial General Liability Coverage must include the following:

- (1) OPS shall be named as Additional Insured on a primary and non-contributory basis including completed operations.
- (2) Contractual liability coverage shall be on a broad form basis and shall not be amended by any limiting endorsements.
- (3) Products and completed operations coverages shall be maintained for duration of work and shall be further maintained for a minimum period of two (2) years after final acceptance and payment.

Automobile liability coverage insuring both bodily injury and property damage with limits of liability per occurrence of at least \$1,000,000 combined single limit. This insurance shall cover owned, non-owned and hired vehicles. Automobile liability insurance must also include insurance covering liability for transportation of asbestos containing materials.

Umbrella/Excess policy with limits of at least \$2,000,000. Policy shall provide liability coverage in excess of the specified Employers Liability, Commercial General Liability and Auto Liability policies.

All insurance required must be written by a company or companies licensed to transact such business either on an admitted or non-admitted basis in the State of Nebraska which are acceptable to OPS. OPS shall be named as an additional insured on all such policies on a primary and non-contributory basis. Contractors shall waive its rights of recovery against OPS and a waiver of subrogation endorsement in favor of OPS shall be added to the policies. All required policies of insurance and the certificates must provide for at least thirty (30) days' written notice to OPS of any change in or cancellation of or termination of the coverage or coverage. All liability insurance to be furnished by Contractor shall provide "occurrence" coverage for any liability arising out of the Contract. The Contractor shall maintain such liability insurance, including products and completed operations coverage, for a period of two (2) years after final acceptance of the work and shall provide OPS with certificates evidence of such coverage prior to performing any services on OPS property.

#### 5.15 WORKER'S COMPENSATION INSURANCE

Anytime Contractor is performing any services on OPS property, Contractor shall maintain at its own expense until completion of such delivery and installation of all Products and acceptance in writing thereof by OPS, Workers' Compensation Insurance coverage, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Nebraska. In case any work is subcontracted, the Contractor shall require subcontractors similarly to provide such insurance covering the subcontractor's obligations to his employees. Contractor's insurer shall endorse the policy to waive subrogation against OPS and its agents, officers, directors and employees. Contractor shall furnish OPS with a certificate on or before the date the Agreement is signed, that such Contractor is covered by Worker's Compensation insurance for protection of their employees as required by law.

**BID FORM**  
**BID NO. 25-033**  
**TV – Carts**

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 Section 2.0, Product Specifications and 3.0 Minimum Product Requirements, of the Bid Documents, as and when ordered by OPS, at the prices listed below, in strict compliance with the Bid Documents.

The undersigned further certifies that the 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.

Product Name	Manufacturer Name and Model Number	Is an estimate Quantity	Price per unit
TV Carts		734	

**Attachments:**

1. Product Description and Specifications
2. Warranty Information
3. Safety Data Sheets
4. Lead time for Product delivery (if applicable)

**[Signature page follows]**

**SIGNATURE PAGE**

**BID NO: 25-033**

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 contract the pricing above is based upon.*

Acknowledge Receipt of Bid Addendum:

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

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

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

**BID NO: 25-033**

**TV - Carts**

and e-mailed to:

BID LOCK BOX: [avequipbids@ops.org](mailto:avequipbids@ops.org)

**DUE BY 2:00 PM (CT) on August 12, 2025**

6766612.2