

**Request for Proposals (RFP)**  
**for**  
**Band Uniforms for South High School P006-25**

The Board of Education  
 for  
 Douglas County School District 0001 (Omaha Public Schools)  
 Invites Submission of Proposals for: Band Uniforms for South High School

TO BE CONSIDERED, PROPOSAL SUBMISSIONS MUST BE RECEIVED PRIOR TO THE  
 PROPOSAL SUBMISSION DEADLINE.

LATE PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED.

**SUBMIT COMPLETED PROPOSALS TO:**

**muins@ops.org**

**Important Proposal Submission Information and Deadlines:**

Request for Proposal Title and RFP Number	Band Uniforms for South High School P006-25
Date of Issuance of RFP	June 6, 2025
Date of Virtual Pre-Proposal Meeting	June 12, 2025 @ 10:00 a.m. CT
Deadline for Submission of Questions	June 15, 2025 @ 2:00 p.m. CT
Proposal Submission Deadline	July 9, 2025 @ 2:00 p.m. CT

Microsoft Teams Pre-Proposal Meeting Phone Number	1-402-509-3892
Microsoft Team Conference ID for Pre-Proposal Meeting	773 039 361#
Question Submission Email Box	muinsqa@ops.org
Proposal Submission Email Box	muins@ops.org
Microsoft Teams Meeting Phone Number	1-402-509-3892
Microsoft Team Conference ID for Proposal Opening	576 550 201#
Address for In Person Proposal Opening	3215 Cuming St. Omaha NE 68131
Address for Delivery of Sample Band Uniforms	Omaha Public Schools Purchasing Department – Yvonne Schuster RFP # P006-25 SAMPLE 3215 Cuming Street Omaha, NE 68131

## **REQUEST FOR PROPOSALS – P006-25**

### **Band Uniforms for South High School**

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## 1.0 REQUEST FOR PROPOSALS AND PROJECT OVERVIEW

The Board of Education (“Board”) of Douglas County School District 0001 (Omaha Public Schools) (“District” or “OPS”) invites proposals from Firms for designing and furnishing Band Uniforms, Drum Major Uniforms and related components (collectively “Band Uniforms”) for the District’s South High School. The District is seeking Band Uniforms that are specified in the RFP Documents (as defined in Section 4.1 hereof) from a qualified and experienced Firm. The proposals and the sample uniforms submitted will be evaluated by the District’s evaluation committee which will make a recommendation to the Board of Education regarding which Firm should provide the Band Uniforms to the District. The Board will make the final decision as to which Firm, if any, will supply the Band Uniforms. Once the terms of a contract are negotiated and agreed upon by the District and the selected Firm, the contract will be presented to the Board of Education for approval.

### 1.1 PRELIMINARY SCHEDULE

The District has tentatively determined the schedule for evaluation of the Firms’ proposals and the proposed Band Uniforms as follows:

June 6, 2025	Request for Proposals issued
June 12, 2025	Pre-Proposal Virtual Meeting at 10:00 a.m.
June 16, 2025	Questions due by 2:00 p.m. (CT)
July 9, 2025	Proposals due by 2:00 p.m. (CT)
July 2025	Committee review and reference checks
August 2025	Pilot uniform to be completed
September 2025	Committee selection or, if necessary, Board of Education action

This schedule is subject to change depending on District needs and is subject to change. Any change will be communicated to all identified potential respondents.

### 1.2 PRE-PROPOSAL VIRTUAL MEETING

The District will conduct an optional pre-proposal virtual meeting of interested entities on June 12, 2025 at 10:00 a.m. (C.T.) Entities wishing to participate in the pre-proposal virtual meeting can attend by accessing the Microsoft Teams meeting at 1 402-509-3892 within the United States, Phone Conference ID: 773 039 361#

## 2.0 PRODUCT REQUIREMENTS

The following is scope of services that must be provided and the specifications applicable to those services and will be a part of, and will be included in, any Contract between the District and the Firm awarded the Contract with the District.

### 2.1 SCOPE OF SERVICES AND SERVICES REQUIRED

The Firm shall provide a comprehensive proposal to provide design consultation, and product design, and will produce and deliver all Band Uniforms for South High School marching band students. The selected Firm will be expected to provide to the District all of the components of the Band Uniforms that are listed on the Proposal Form that is a part of the RFP Documents. Each band uniform shall conform to the specifications below. The bidder will also provide a second drawing for drum major uniforms. The drum major uniforms will be the same design as band uniforms but will have some type of customizable option so any uniform can be turned into a drum major band uniform. The services to be performed will be provided in accordance with the RFP Documents, including the detailed description of the services to be provided.

#### 2.1.1 BAND UNIFORM SPECIFICATIONS

All Band Uniforms will be constructed to permit year to year fittings with a guaranteed life of at least 10 years. District staff will take individual student measurements which will be taken and converted to adjusted stock sizes: extra short, short, regular, long, and extra-long, with proper adjustments for portly and thin, as required, in order to minimize the alteration charges each year. Patterns for the garments must be both male and female, adolescent and adult patterns as required and will not be "cut down" adult patterns. Uniforms produced without using separate male and female patterns result in inferior fit. All uniforms must include jacket, bib, uniform visor and plume; optional items are uniform visor wrap and leg cape. All jackets and bibs shall be made of fabric that is dry clean and machine washable.

#### 2.1.2 FABRIC AND COLOR SPECIFICATIONS

- 2.1.2.1 Red color will be code: Pantone C:0 M:100 Y:80 K:5 R:201 G:18 B:53
- 2.1.2.2 Black color will be standard black
- 2.1.2.3 White color will be standard white
- 2.1.2.4 Breathable / lightweight fabric

#### 2.1.3 CONSTRUCTION OF JACKET

- 2.1.3.1 Each jacket will be fully lined, including body and arms
- 2.1.3.2 Each jacket will have snap tape for sleeve hems
- 2.1.3.3 Each jacket will have shoulder pads
- 2.1.3.4 Each jacket will be under-pressed and have a final press before shipping

#### 2.1.4 CONSTRUCTION OF BIB

- 2.1.4.1 The uniform bib will be separate patterns for male and female
- 2.1.4.2 Each bib will have permanent suspenders that are adjustable
- 2.1.4.3 Each bib will have a snap tape for hems

### 2.1.5 CONSTRUCTON OF LEG CAPE (optional)

- 2.1.5.1 Each uniform will have detachable leg capes.
- 2.1.5.2 The length of the leg cape will go mid-thigh past the knee to mid shin.
- 2.1.5.3 The leg cape will be constructed with contrasting complementary colors.
- 2.1.5.4 Each side of the leg cape should be colored material with the option of a color choice for each side.

### 2.1.6 UNIFORM VISOR AND PLUME

- 2.1.6.1 Each Visor will have a plume socket
- 2.1.6.2 Each Visor will have a box for storage
- 2.1.6.3 Each plume will have a storage tube
- 2.1.6.4 A plume box or boxes will hold the requested number of plumes
- 2.1.6.5 Height of Plume should be 14"

### 2.1.7 UNIFORM VISOR WRAP

- 2.1.7.1 The visor wrap will complement the uniform design

## 2.2 DRAWING AND DESIGN OF UNIFORM

The bidder shall submit a .pdf formatted electronic version of the uniform in a professional full color drawing detailing the front and back of the uniform. The bidder will also submit a second .pdf formatted electronic version of the drum major uniform in a professional full color drawing detailing the front and back of uniform. The drum major uniform will be the same design as the band uniforms but will include variations in color or design components to differentiate the drum major uniform from band uniforms. The drawing shall include the band uniform, visor, plume, and all elements of the uniform. Each bidder will be allowed to submit up to three (3) design options of each uniform and drum major uniforms. Each option shall be submitted as individual .pdf images.

## 2.3 SAMPLE BAND UNIFORM

Each Firm submitting a proposal shall also provide a physical sample of the Band Uniform option they are submitting. Each sample must represent the quality of construction and the type of fabric being used to construct the final Band Uniform; the requested sample does not need to represent the design being submitted in the electronic pdf drawing. The sample shall be the exact fabric and construction of the Band Uniform being proposed, but does not need to reflect the color submitted in section 2.1.2. The sample must be tagged or labeled with the name of the Firm and the OPS RFP # P006-25 for that item and shall be clearly labeled with full and complete company name of the bidder as included on their signature page of the Firm's proposal. The samples shall be provided at no cost to OPS and shall be delivered to OPS at the Firm's cost. Shipping containers must also be tagged or labeled on the exterior with the complete name of the bidder and "Sample Uniform RFP # P006-25." Sample must arrive at the OPS address referenced in this Section on or before the RFP due date, July 9, 2025 at 2:00 p.m. CT. Failure to timely deliver the required samples to OPS may result in the Firm's proposal not being considered.

Samples shall be delivered to the following address:

Omaha Public Schools  
Purchasing Department – Yvonne Schuster  
RFP # P006-25 SAMPLE  
3215 Cuming Street  
Omaha, NE 68131

Samples will not be returned to the bidders but will be made available for pick-up at bidder's cost for fifteen (15) calendar days after the District provides notice of availability. If not picked-up at that time, the samples will be disposed of by OPS.

#### 2.4 PILOT UNIFORM

The winning Firm will also be required to submit to OPS a pilot uniform for the band uniform and the drum major uniform that meets the color, design, construction specifications and conforms to the details of workmanship and component parts. The pilot band uniform and drum major uniform being proposed by the winning Firm must be submitted to the District and approved by the District before production of the remaining uniforms can begin. The pilot uniforms must arrive at OPS within 20 business days from notification of award. The production delivery time will begin upon issuance of the purchase order by the District. The pilot uniforms will be returned to the Firm by the District with a prepaid label provided by the Firm. If awarded the RFP for band uniforms and the delivered product fails to conform to the pilot uniforms provided, the Firm furnishing that item shall be required to immediately replace the non-conforming item of the band uniform with a replacement conforming to the sample and the contract requirements at no additional cost to OPS.

#### 2.5 UNIFORM IDENTIFICATION

Each uniform must have a woven number sewn into the inside of the garment to reflect the progressive sizes of the uniform. The Firm will furnish a name and number list at the time of shipment to the District. The Firm will provide care and maintenance instruction books for machine washing and dry cleaning.

#### 2.6 UNIFORM MANAGEMENT SOFTWARE

Each bidder is required to provide the District with a software uniform management system to calculate the proper stock uniform size required by a student, based on established sizing criteria used in the uniform industry. The software/data file will match the student with the proper coat, trousers and headgear using sizes entered by the user. The software/data file will be designed in such a way to ensure the priority is given to maintaining numeric continuity within an individual student's assignment in the assigning process, however the software/data file shall be able to "mix" the numeric assignment when necessitated by the student's sizes and available inventory. The software shall be able to generate lists of the uniform inventory, student sizes, assigned uniforms, needed sizes and remaining inventory. The software shall also have the capability of recalling uniform assignment by searching for individual parts. The software/data file shall be made available compatible with Windows 7, Windows 10 or Mac 10.8 or newer. The software shall be made available for download from a Website. The data file will be downloadable into Charms. The District will be made a licensed user of the software. The software/data file must consider the following attributes when determining sizes:

##### 2.6.1 SELECTION OF UNIFORM SOFTWARE TOOL

The software/data file shall be capable of storing and assigning uniforms of different types (i.e., regular band, front line, drum major, etc.) and to make the correct assignment to the respective student based upon that classification.

##### 2.6.2 UNIFORM GENDER IDENTIFICATION SOFTWARE

All quality Band Uniforms are constructed based on separate male and female patterns and as a result, the software/data file must take gender into consideration which will ensure the user of a superior fit while outfitting students of different proportions.

### 2.6.3 EVALUATION OF HEIGHT AND WEIGHT SOFTWARE TOOL

Height and weight are used to determine frame and body proportions. Simply relying on measurements of circumference and length will not assure a proper fit. The software/data file must consider height and weight when determining size.

2.6.3.1 Measurements of the deltoid and chest to assure that the coat fits the student properly, consideration must be given not only to chest size but also the deltoid measurement. Consideration by the software/data file of both the deltoid and chest measurement will assure the coat is full enough for the student to allow for full mobility.

Measurements of the waist and inseam of the pants to ensure trousers are of the correct balance are issued, consideration must be given to waist and inseam. Failure to consider the required length can result in trousers proportioned for a different size student being issued.

## 2.7 DELIVERY

The Firm will be responsible for delivering at its cost to the address set forth in this Section all Band Uniforms and Care Maintenance Book according to the Contract entered between the Firm and the District and / or a corresponding purchase order, no later than February 1, 2026. The Band Uniforms must be delivered in person to an OPS staff member authorized to accept the delivery and shall not be dropped off on a loading dock or other location. The Firm shall have all risk of loss or damage to the Band Uniforms until such time as they are delivered to the District and accepted by authorized District personnel.

<b>School Location</b>	<b>Address</b>
South High School	4519 S 24th St, Omaha, NE 68107

## 3.0 PROPOSAL REQUIREMENTS

### 3.1 GENERAL

In addition to submission of the sample uniform required in Section 2.0 of the RFP Documents, the Firm's proposal shall also contain, at a minimum, the following information under the following sections, which must be organized in the order given below. Firms may use a format of their choosing within the sections. Any proposal not containing the required information may be rejected by the District.

### 3.2 FIRM PROFILE

3.2.1 Identification of the Firm, including address of its principal office, the principal contact person, telephone and fax number, e-mail address and date the Firm was organized. State whether the Firm is a corporation, limited liability company, partnership or other entity and the state of organization.

3.2.2 Size of the Firm and the geographic scope of its operations (i.e., local, regional, national).

3.2.3 Identify the person signing the proposal and his or her relationship to the Firm. If such person lacks legal authority to bind the Firm to a contract, provide a current power of

attorney authorizing the proposal. Provide an address, telephone number, facsimile number and e-mail address (if applicable) for the person signing the proposal and for anyone who executed a power of attorney authorizing the proposal.

### 3.3 MATERIALS AND SERVICES PROPOSED

Please state affirmatively in your proposal that your Firm can provide all of the Band Uniforms and services required by this RFP. Please state any reservation or qualification that the Firm may have regarding providing the required Materials and services. Please note that any qualification or reservation by the Firm regarding the required Materials and services may result in disqualification of the proposal.

### 3.4 REFERENCES

Provide the names of at least three different school districts, which the Firm in the past five (5) years has provided design consultation, product design and band uniform development services and can be contacted as references by the District. Please include the date the band uniforms were acquired by the referenced school district, the name of the primary contact, the name of the school district, and the address, telephone number and e-mail address of each reference. A reference page is attached hereto as Exhibit A.

### 3.5 COST

Please provide a cost projection for the Band Uniforms, including all required components and state as to each cost projection the components that are included in that cost projection. A cost structure should also be included for any additional materials, professional development or any item required to support the proposal. If the exact quantities of Band Uniforms to be acquired is not specified in the RFP Documents, prices may be provided on a per student or per user basis, as appropriate.

### 3.6 ADDITIONAL INFORMATION

Furnish any additional information regarding the Firm or its products that the Firm believes would be helpful in evaluation of the proposal. Do not include advertising brochures or other promotional material in the proposal.

### 3.7 STATEMENT OF UNDERSTANDING

The respondent is to provide with its proposal a written statement that it understands the scope and requirements of the Request for Proposals and understands that if an award is made, the award will be based on compliance with the Request for Proposal requirements and the District's determination of the proposal that will best serve the interests of the District and understands that the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

### 3.8 SIGNATURE

An authorized individual must sign the proposal for the Firm, and must certify that the information in the proposal is true and correct to the best of that person's knowledge and belief. The required signature page format is attached to the RFP as Signature Page. Failure to attach a completely executed signature page will be grounds for rejecting the proposal.



## 4.0 PROPOSAL SUBMISSION INFORMATION AND GUIDELINES

### 4.1 GENERAL

As used in this RFP, the term “RFP Documents” includes the Request for Proposal and Project Overview in Section 1.0, the Product Requirements in Sections 2.0 to 2.7, the Proposal Requirements in Sections 3.0 to 3.8, the Proposal Submission Requirements and Guidelines in Section 4.0 to 4.10, the General Terms and Conditions in Section 5.0 to 5.23, the Proposal Form, the Signature Page and References (Exhibit A) and any addenda issued prior to the Proposal submission date. The RFP Documents are incomplete without all of these documents.

Proposals must be prepared and submitted in accordance with the requirements of the RFP Documents, together with all required information and attachments, and samples, and submitted electronically to the locked email address listed on the cover page. Proposals submitted to any other email address will be rejected. The proposal must include all attachments required by the RFP Documents. Any incomplete proposal or proposal not complying with the RFP Documents may be rejected by the District. Any proposal received after the deadline for submission of proposals will be rejected. The District will not be responsible for lateness of receipt of proposals due to mail or delivery delays. The Firm submitting the Proposal shall have all risk of delivery failure or delay. The time stamp on the District's email will be the official clock utilized for purposes of determining when the deadline for proposal submission has been reached.

### 4.2 PROPOSAL PREPARATION

Firms submitting proposals should prepare the proposal on the Proposal Form provided in the RFP Documents, provide all information and attachments requested with respect to the proposal and shall complete all pertinent blanks on the Proposal Form. Failure to do so shall be grounds for rejecting the proposal. Proposals should be prepared simply, providing straightforward, concise, and complete responses to the information requested. Firms must acknowledge on their Proposal form receipt of all RFP addenda issued by the District. If a Firm is submitting a proposal to provide Materials for part, but not all, of the RFP, the proposal must indicate clearly and specifically the portions of the scope of Materials the Firm is proposing to provide.

The information requested in this Section 3.0 of the RFP documents should be inserted into the RFP Proposal Form in the space indicated. Please provide responses to all information requested. The responses should be made in the same order that the information is requested in Section 3.0 to assist in the review of the proposal by the District. Only include the information requested.

### 4.3 PROPOSAL SUBMISSION

To be considered, one (1) copy of the proposal prepared in compliance with the requirements of the RFP Documents must be submitted to the District by 2:00 p.m. CT on the proposal deadline listed on the cover page. Proposals must be submitted electronically to the following locked email address listed as the proposal submission box on the cover page. All electronically submitted proposals must comply with the following requirements:

- 4.3.1 The proposal must be signed by an authorized representative of the Firm using the Signature Page provided in the RFP Documents and must be submitted in a pdf format.
- 4.3.2 The proposal must be attached to and submitted with a transmittal email that contains the RFP Title and Number in the subject line of the email message.

- 4.3.3 The proposal must contain all of the completed attachments, as required by this RFP.

Telephone, hard copy and facsimile proposals may not be submitted and will not be considered. The District will not accept links to shared files in any proposal. The time stamp on the District's email will be the official clock utilized to determine the time for the close of submissions.

#### 4.4 PROPOSAL QUESTIONS

Any questions or requests for interpretation of this RFP and the RFP Documents must be submitted in writing and shall be submitted by e-mail to the question submission email box by 2:00 p.m. CT on the date designated as the deadline for questions. Both the submission email box and the deadline are listed on the RFP cover sheet. Answers to questions will be provided to all Firms known to District to have requested the RFP Documents, without indicating which Firm submitted the question.

The communications requirements have been established by the District to ensure a fair and equitable process for all potential respondents. The email address listed on the RFP cover sheet for questions is the only authorized location and representative of the District who can respond to questions regarding this RFP. Any attempt to communicate with or contact any Board Member, employee, or consultant of the District in any manner having to do with any aspect of this RFP prior to the deadline for submission of proposals may result in the disqualification of the Firm as a potential supplier.

#### 4.5 WITHDRAWAL OF PROPOSALS

Prior to the opening of proposals, any Firm submitting a proposal may withdraw its proposal by email notification that is received by the District Operational Services Office, prior to the time specified for close of proposal submissions. Withdrawals must be sent by email to the Proposal Submission Email Box listed on the cover page. A hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail proposal addendum or proposal modification in lieu of a withdrawal is not acceptable and will be rejected. Properly withdrawn proposals may be re-submitted up to the time for the close of proposal submission, in the same manner as required for submitting initial proposals. After opening of proposals, the proposals shall remain open and subject to acceptance by the District for ninety (90) days and may not be withdrawn or modified prior to the expiration of such ninety (90) day period.

#### 4.6 OPENING OF PROPOSALS

Proposals will be opened at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 in public immediately following the proposal submission deadline stated on the RFP Document cover page. Those submitting proposals can attend the opening in person or join the opening remotely by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States. The Phone Conference ID is listed on the RFP cover page. If attending in person, please arrive at the security desk at least 15 minutes prior to the 2:00 p.m. CT deadline.

#### 4.7 PROPOSAL TABULATION

Notes may be taken at the public reading of the proposals at the specified time and date of the opening, or a personal inspection may be made of the proposals after award has been made and documents are placed in central files. In lieu of a visit, a tabulation of an awarded proposal may be

obtained by a written request including the proposal number, a self-addressed envelope, and a check for \$5.00 for the first 20 pages and \$0.25 for each additional page over 20 pages, (do not send cash), payable to Douglas County School District 0001, for each proposal tabulation requested. The request may be included with a proposal or mailed to the Purchasing Division of the District.

#### 4.8 PROPOSAL EVALUATION AND SELECTION CRITERIA

The evaluation committee will utilize the following criteria, plus other such criteria as it deems relevant in its sole discretion, to make its recommendation to the Board.

- 4.8.1 Relevant qualifications of the Firm's Materials based on education and experience.
- 4.8.2 Compliance of the Materials with legal requirements and RFP requirements.
- 4.8.3 The experience of the Firm and its personnel in providing Materials and services in large, diverse and urban districts and in performing its prior contractual obligations to the District.
- 4.8.4 Availability of Firm resources to meet the schedule and project requirements.
- 4.8.5 Information supplied by references.
- 4.8.6 The results of interviews, if conducted.
- 4.8.7 The results of Material reviews and demonstrations, if conducted, including the content of the Materials, and stakeholder surveys.
- 4.8.8 Cost of the Materials.
- 4.8.9 Design and construction of sample uniform, and material to be utilized.

#### 4.9 REVIEW OF PROPOSALS

All proposals received will be reviewed by an evaluation committee consisting of District staff and appointed individuals who will make recommendations to the Board of Education of the District as to which Firm or Firms submitting proposals should provide materials to the District. The evaluation committee may invite firms to in person or remote interviews or virtual demonstrations to clarify proposal submissions as a part of the evaluation process. Any costs incurred by a Firm associated with interviewing or demonstrating their materials will be the responsibility of the Firm incurring such costs to pay and will not be reimbursed by the District.

#### 4.10 FINAL PROPOSAL EVALUATION

Following the completion of the District's review of the proposals, the evaluation committee will evaluate the results of the proposal review, together with other information the committee has obtained from references and from interviews and demonstrations of Materials, if conducted. Based on the evaluation criteria set forth in Section 4.8 above and such other additional criteria and any other information as the District believes in its discretion to be relevant to the evaluation, the evaluation committee will determine the Firm or Firms that it will recommend to the Board of Education to furnish the Materials referred to in the RFP Documents that should be purchased for District use. The District reserves the right to reject any or all proposals or any part thereof and to waive any or all technicalities and irregularities and award the proposal based on its determination

of the best interests of the District. Upon Board approval of the Materials, the District will negotiate a contract for purchase of the Materials with the selected Firm or Firms, which negotiation will include the cost of the Materials to the District. If the District and any of the selected Firm or Firms cannot successfully negotiate a contract, the selection of that Firm or Firms will be withdrawn, and the District shall undertake negotiations for a contract with another Firm of the District's choosing. The contract or contracts, when negotiated, will be presented to the Board of Education for approval. The District's Board of Education must approve all contracts of \$50,000.00 or more.

## 5.0 GENERAL TERMS AND CONDITIONS

### 5.1 GENERAL

The Contract between the District and the selected Firm shall incorporate by reference the requirements of the complete RFP Documents, including any documents listed on this RFP Table of Contents, and the agreed upon portions of the selected Firm's proposal and proposal attachments that are acceptable to the District. The term "Contractor" as used in these General Terms and Conditions means the successful Firm that was awarded the contract with the District to provide the Materials and services that are the subject matter of this RFP.

In the event of a conflict between Contractor's proposal and the remainder of the RFP Documents, the remainder of the RFP Documents shall control.

### 5.2 CIVIL RIGHTS

The 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. The 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 District receives federal financial assistance from the Department; and hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. The Contractor agrees not to discriminate in its employment practices and will render services under this Contract 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.

### 5.3 CONTRACTOR'S REPRESENTATION

In submitting its proposal, the Contractor represents that it has read and understands the RFP Documents, that its proposal is submitted in accordance therewith, and that the Contractor is familiar with the local conditions that may affect the proposal and performance required by the RFP Documents.

#### 5.4 COLLUSIVE ACTIONS

The Contractor's signature on the proposal is the Contractor's guarantee that the Contractor's proposal and the contents thereof have been arrived at without collusion with other eligible Contractors and without any effort to preclude the District from obtaining the services specified in the RFP Documents at the lowest competitive rate.

#### 5.5 FINANCIAL RESPONSIBILITY

The District reserves the right, during the evaluation process, to request a current financial statement as evidence of the Contractor's financial stability. This information must contain a statement on whether the financial statement is internally prepared or has been prepared by an outside accounting firm and whether it is audited. An internally prepared financial statement must be certified as accurate in all material respects by an officer or authorized employee of the Contractor.

#### 5.6 COST INCURRED IN RESPONDING

This RFP does not commit the District to pay any costs incurred by a Contractor in the preparation and submission of proposals, in making necessary studies for the preparation thereof, in procuring or contract for services in connection with the proposal, in attending any pre-proposal meeting, attending any post-submission interview, or attending and performing any post-submission demonstration.

#### 5.7 WORKER VERIFICATION

The Contractor contracting with the District 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. The Contractor shall contractually require all subcontractor(s) 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 subcontractor(s) 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 the Contractor or any subcontractor to perform services in Nebraska under such Contract. The Contractor shall provide such reasonable documentation as District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the Contract with the District.

#### 5.8 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 the District 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 the District that person's immigration status, alien number and a copy of their USCIS documentation upon request by the District.

## 5.9 FEDERAL TAXES

Where Federal statutes exempt the District from the payment of excise or manufacturer's taxes on Materials or equipment, the Contractor shall exclude the amount of any applicable Federal excise or manufacturer's taxes from its proposal. The District will furnish the Contractor, on request, the necessary exemption certificates to aid the Contractor in the recovery of any such taxes paid.

## 5.10 STATE AND CITY TAXES

The District, as a political subdivision, is exempt from the payment of Nebraska State and city sales and use taxes, and no such taxes should be included in any amounts to be paid by the District under its Contract with the Contractor. The District's tax exemption number is 5-0597767.

## 5.11 TARIFFS, DUTIES, ROYALTIES, AND LICENSE FEES

All applicable tariffs, duties, royalties, and license fees pertaining to the Platform, including penalties and interest, paid or incurred by the Contractor shall be paid by the Contractor and shall not be included in any payments by the District.

## 5.12 PERFORMANCE OF CONTRACT

The Contractor shall perform all of its duties hereunder in a good and professional manner and in accordance with accepted sound business practices.

## 5.13 ASSIGNMENT AND BINDING EFFECT

The Contractor shall not assign the Contract, or any part thereof, to any other person or entity without the prior written approval of the District, which the District may withhold at its discretion. Transfers aggregating fifty percent (50%) or more of the capital or voting stock of the Contractor (if the Contractor is a nonpublic corporation) or transfers aggregating fifty percent (50%) or more of the Contractor's partnership interest (if the Contractor is a partnership) or transfers aggregating fifty percent (50%) or more of the other ownership interests of the Contractor (if Tenant is a limited liability company or other legal entity) shall be deemed to be an assignment of the Contract. The Contract between the District and Contractor shall be binding on the successors and permitted assigns of the District and Contractor.

## 5.14 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 an RFP procedure will include the RFP Documents, the Contractor's bid and any other document submitted by a Contractor to OPS, a Contractor's questions and OPS responses, any agreement between OPS and the successful Contractor, any purchase order issued to the successful Contractor by OPS, or any other public record in the possession of OPS regarding this RFP and contracting process, whether created before or after the RFP Documents were issued by OPS and whether created by OPS, a participating Contractor 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 Contractors (a) to notify OPS, as soon



as possible, of any requested redactions to any such information or records provided by the Contractor 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, the Contractor agrees to defend OPS in any legal challenge to such requested redactions at Contractor's own expense. The failure of a Contractor 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 Contractor 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 Contractor'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.

#### 5.15 DEFAULT AND REMEDIES

In the event the Contractor: (i) breaches or violates any of the terms and conditions of the Contract between the Contractor and the District; (ii) fails to perform any duty or obligation thereunder; or (iii) if the Contractor should be adjudged bankrupt, make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over the Contractor's affairs; and, provided, any of the foregoing defaults are not cured by Contractor, to the sole and complete satisfaction of the District, upon seven (7) days written notice to Contractor, District may take any or all the following actions, in addition to such other remedies as are allowed by law:

- Suspension – The District may suspend its payments under the Contract without terminating the Contract and withhold any further payment pending corrective action by the Contractor.
- Termination – The District may terminate the Contract at any time by notice to Contractor, which termination shall take effect on the date specified in such notice. Upon such termination, District may obtain the Materials and corresponding services from a different Contractor. In the event of such termination, the Contractor shall not be entitled to any further payments under the Contract. If the remaining amount that is unpaid under the Contract with Contractor is insufficient to pay for the cost of completing performance of the Contract obligations by a substitute firm, the Contractor shall pay to the District, in addition to all other damages suffered by District due to such default, the difference in the cost of providing the Materials and performing such services by the substitute firm to the District and the remaining unpaid funds held by the District under this Contract.

The remedies set forth in this Section are in an addition to any other rights and remedies that the District may have as a result of such default, including the recovery of damages.

#### 5.16 TERMINATION WITHOUT CAUSE

District may terminate the Contract with the Contractor without cause, at any time prior to the completion of the Term of the Contract and without penalty by providing sixty (60) days prior notification in writing to the Contractor. In the event of a no cause termination, the District shall pay to the Contractor the amount owed for the Materials and services furnished to the District by the Contractor from the date of the Contract up to the date of termination and upon such payment shall be relieved of further obligation hereunder.

#### 5.17 INDEMNIFICATION

The Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless District and its Board members, officers, agents and employees, from and 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 negligent act or omission, or intentional misconduct of Contractor or Contractor's agents, employees or contractors; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and the District; (iii) any injury to persons or property or loss of life caused by negligent or intentional act or omission of Contractor or by Contractor's agents, employees or contractors other than any such claims that are caused solely by the negligent or intentional act or omission of District, or its employees, agents, or contractors; or (iv) any violation or infringement of any copyright, patent, trademark or tradename or other intellectual property right by the Materials, the use thereof or the services provided. This indemnification shall survive the expiration or termination of the Contract.

#### 5.18 COMPLIANCE WITH LAWS

The Contractor in performance of the Contract will comply with all applicable Federal, State and local laws, ordinances, regulations and codes.

#### 5.19 INVALIDITY

If one or more of the provisions contained in the Contract are declared invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect and shall not in any way be affected, impaired or invalidated unless the effect of such invalidity, voidness or unenforceability materially alters the purposes of this Contract.

#### 5.20 RECORDS

The Contractor shall retain District records for a period of not less than seven years after they are audited by the District's external auditors without additional cost to the District. The record retention obligation shall survive the expiration or termination of the contract with the Contractor.

#### 5.21 GOVERNING LAW AND FORUM SELECTION CLAUSE

The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between District and the Contractor, without regard to its conflicts of laws principles. Any action concerning any provision of the Contract or its formation must be brought in the state or federal courts located in Douglas County, Nebraska. By submitting a proposal in response to this RFP and/or entering into any agreement with the District, the Contractor agrees that it submits to the personal jurisdiction of the state and federal courts located in Douglas County, Nebraska.

#### 5.22 NO WAIVER

The failure of District or the Contractor to insist in any one or more instances upon performance of any terms or conditions of this Contract shall not be construed as a waiver of future performance of any such term, covenant, or condition, but the obligations of such party with respect thereto shall continue in full force and effect.



5.23 ENTIRE CONTRACT

This Contract, together with the RFP Documents incorporated therein and any attachments and any exhibits or schedules thereto, constitutes the entire Contract between the parties as to the subject matter hereof, and replaces any prior written and oral statements and understandings.

**PROPOSAL****Band Uniforms for South High School  
Proposal No: RFP# P006-25**

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 locked email box: muins@ops.org**

*All proposals must be submitted electronically to the following email address: muins@ops.org. All electronically submitted proposals must comply with the following requirements:*

The RFP Documents convey the general style, type, character, and quality of the Band Uniforms and services desired. The undersigned acknowledges that the District will determine in its discretion which Band Uniforms and services are the best for the District. The Contractor is responsible to clearly and specifically indicate the Band Uniforms being offered and to provide sufficient descriptive literature, catalog cuts, pictures, and technical detail to enable the District to determine if the Band Uniforms offered meet the requirements of the RFP Documents. Failure to furnish adequate information for evaluation purposes may result in declaring a proposal non-responsive.

**[INSERT PROPOSAL CONTENT HERE]**

Band Uniforms for South High School  
**Proposal Form**

BAND UNIFORM PRODUCT ITEM DESCRIPTION	ESTIMATED UNITS	UOM	UNIT PRICE
Uniform Jacket - Color #1	130	Each	
Uniform Bib	130	Each	
Uniform Leg Cape - optional		Each	
Uniform Visor	130	Each	
Uniform Visor Box	130	Each	
Visor Wrap	130	Each	
Visor Plume 14"	130	Each	
Visor Plume – optional second color		Each	
Plume Storage Box(es): (Indicate storage capacity)		Each	
Uniform Garment Bags	130	Each	
Bib Bar Hangers	130	Each	
BAND UNIFORM DESCRIPTION OF ADDITIONAL ITEMS TO SUPPORT THE DESIGN	ESTIMATED UNITS	UOM	UNIT PRICE
Additional Visor Plume		Each	
Additional Plume Storage Box(es)		Each	
Additional Leg Cape		Each	
Additional Item - <i>Provide Description Name</i>		Each	
Additional Item - <i>Provide Description Name</i>		Each	

Attachments:

1. Signature Page
2. Exhibit A – References

**SIGNATURE PAGE**

P006-25

The undersigned certifies that the Firm submitting the proposal understands: 1) the requirements of the proposal; 2) an award of the proposal by the District, if made, will be based on compliance with the RFP Document requirements and the District's determination of which proposal will best serve the interests of the District; and 3) that the proposal award will not be solely based on pricing. The undersigned further certifies that the Firm is capable of performing the specified services meeting the needs and requirements of the District, that it understands the scope of the work required by the bid documents and that other factors specified in the bid documents, in addition to the cost of services, will be considered in determining the successful proposal, if any. The undersigned further acknowledges that once the proposal is opened, it shall remain open and subject to acceptance by the District 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 the District reserves the right to reject any or all proposals and any part thereof and to waive any or all technicalities and irregularities.

The undersigned certifies that the information in the foregoing proposal is submitted in accordance with the P#006-25 Band Uniforms for South High School, and is true and correct to the best of the undersigned's knowledge and belief.

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

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

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

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

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

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

***Proposals must be signed to be valid.***

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

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

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

Proposal, with all required attachments, shall be emailed to the designated lockbox clearly labeled with:

**Proposal P006-25 Band Uniforms for South High School**

Delivered to: **muins@ops.org** by 2:00 PM (CT), July 9, 2025.

Acknowledge receipt of the following Addenda:

No. _____	Date _____
No. _____	Date _____
No. _____	Date _____

**Exhibit A****References**

1. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district \_\_\_\_\_/students  
Most recent band uniform purchase from the firm: \_\_\_\_\_
  
2. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district \_\_\_\_\_/students  
Most recent band uniform purchase from the firm: \_\_\_\_\_
  
3. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district \_\_\_\_\_/students  
Most recent band uniform purchase from the firm: \_\_\_\_\_