Bid Invitation

Bid No. 27-006

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:

Category 2 Network Switches and Wireless Access Points

SUBMIT COMPLETED BID TO:

techbids@ops.org

Important Bid Submission Information and Deadlines:

Bid Title and Bid Number:	Category 2 Network Switches and Wireless Access Points. Bid 27-006
Date of Issuance of Bid:	November 5, 2026
Deadline for Submission of Questions:	November 11, 2026
Deadline for Submission of Bid Proposals:	January 5, 2027
Estimated Timeline for Evaluation of Bids:	January 6, 2027 – January 29, 2027
Estimated Timeline for Bid Award and Board of Education Approval:	February 1, 2027

Question Submission Box Email Address:	**techbidsqa@ops.org**
Bid Submission Box Email Address:	**techbids@ops.org**
Microsoft Teams Meeting Phone Number for Bid Opening.	1-402-509-3892
Microsoft Team Conference ID for Bid Opening:	258838919#
Address for In-Person Bid Opening:	Purchasing Division District Operational Services 3215 Cuming Street Omaha, NE 68131

Bid 27-006

Category 2 Network Switches and Wireless Access Points

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1.0 BID INVITATION

Douglas County School District 0001 (“Omaha Public Schools”) (“OPS” or the “District”) invites qualified suppliers to submit bids to furnish OPS with new and unused network switches and wireless access points for the District collectively referred to herein as “Products” and may also be referred to individually as a “Product”) as more specifically described and set forth in the Product Specifications, for the E-Rate funding academic year 2026-2027 (July 1, 2026 -- June 30, 2027). In addition to these Bid Documents, the District has posted a Form 470 to the website of the Universal Service Administrative Company (“USAC”) Schools and Libraries Division to seek Universal Service “E-Rate” discounts for purchases sought by this Bid. The Form 470 Application number is 270001688. The Form 470 was posted on November 2, 2026, and can be found at the following website:

https://opendata.usac.org/E-rate/E-rate-Open-Competitive-Bidding-Basic-Information-/jp7a-89nd.

The purpose of this bid is to expand the number of switches and wireless access points on the District’s existing Cisco-based network. As a result, the District is looking for Cisco or equivalent switches and access points. The District understands that “equivalent” in this case requires the switches must be compatible with Cisco Prime Infrastructure, Cisco Identity Service Engine, and must be able to function as a controller for the wireless access points. The wireless access points have to be controller based. They must be able to function with both a central controller and with switch-based controllers. This bid is in compliance with E-Rate competitive bidding rules as set forth in the USAC supplied 2025 Fall E-Rate applicant training – E-Rate Pre-Commitment Process slide 18.

The successful bidder will provide switches and wireless access points for purchase as requested from time to time by the District at the prices specified in the bidder’s bid proposal. In order to match the E-Rate year beginning July 1, 2027, the contract for the Products which the Contractor will provide will commence on July 1, 2027, and end on September 30, 2028 (hereinafter the “Contract Term”).

The Products described in the list contained in the Product Specifications section is a list of the minimum necessary equipment planned for upgrade in the above-mentioned E-Rate funding year. Obtaining E-Rate funding for the switches and wireless access points is a condition precedent to the District’ s obligation to purchase any Products, perform under this bid, or under any subsequent corresponding contract or purchase order.

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 all of the following: Bid Invitation, the Product Specifications, the Minimum Product Requirements, the Bid Submission Instructions and Requirements, the General Terms and Conditions, the Bid Form and Signature Page, and Exhibit A References. 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 in Section 5.1) between OPS and a successful bidder for the Products.

[X] OPS intends to award the bid to one bidder for all 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, with the Minimum Product Requirements in Section 3.0 and with the successful bidder's bid for those Products. The term "Contractor" as used in the Bid Documents, means the bidder that is awarded the bid and that contracts with OPS to supply the Product or Products.

2.1 PRODUCTS TO BE FURNISHED

Contractor agrees that it will supply to OPS, 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 location or locations for delivery of the Products to OPS. All Products provided by Contractor shall be new, unused, in the original packaging, undamaged and free of defects. 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 warrantied Product is delivered to OPS and accepted by authorized OPS personnel. 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. The Contractor will provide switches and wireless access points for purchase as requested from time to time by the District during the Contract Term from July 1, 2027 to September 30, 2028 at the prices specified in the Agreement with Contractor. The Contractor awarded the Contract will be expected to timely furnish the Products to the District that comply with these Product Specifications.

2.2 PRODUCT QUANTITIES

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 estimated quantities for the Products to be acquired by OPS. The Product quantities in Section 3.0 refer to the estimated quantities of each Product that OPS intends to acquire. The Contractor awarded the bid will be expected to supply those estimated quantities of Products if purchased by OPS.

2.3 ORDERING AND DELIVERY

Delivery may be made to OPS only after an Agreement with Contractor is approved and executed by OPS or a valid Purchase Order has been issued by OPS. In the event that multiple orders of a Product are specified, a valid Purchase Order will need to be issued for each order. Each of the Products ordered by OPS will be delivered directly to the individual location specified by OPS in the Purchase Order for the Product with all orders being delivered on the date specified in the Agreement or Purchase Order. If the Purchase Order does not specify a delivery date, then the order must be delivered no later than 90 days after the execution of the Agreement by OPS or after the 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 68th Street, Omaha, Nebraska 68117. All deliveries must be made between the hours of 8:00 am and 2:30 pm Central Time on those days when OPS is open for the conduct of business. Contractor must adhere to any delivery date specified in the Contract Documents or Purchase Order, if so indicated. Products 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 authorized OPS personnel 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. 72nd Street, Omaha, Nebraska 68134. Electronic submittals are also acceptable and should be sent to safetydatasheets@ops.org. Contract 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 Purchase 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 Contractor at a price that is either 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 PRODUCT OBSOLECENSE

It is understood that improved or enhanced Products may supersede and replace existing Products or that an existing Product may be no longer manufactured. In the event any of the Products specified in the Contract Documents are discontinued by the manufacturer, becomes obsolete, or a more current version or model of a Product becomes available, the Contractor will furnish to OPS the most recent version or model of the Product that equals or exceeds the specifications stated in the Contract Documents and has at least the same features and functionality as the Product that is no longer available, at a price no greater than the price that Contractor was obligated to sell the Product that was replaced or superseded.

Moreover, to the extent a substitution of a Product becomes necessary, the Contractor must submit a service substitution request to the USAC reflecting the change in Products, unless either the Contractor or the Product manufacturer has previously submitted a successful global service substitution request. The District’s obligations under the Contract Documents as to this Product are conditioned both on USAC approving the service substitution request, and on the District determining that the substituted product is the equivalent of the Product originally bid. If the bidder cannot produce an acceptable Product substitute, such failure shall constitute breach of the Contract with the District, and the District shall have all available remedies as provided in the Contract Documents and at law.

2.8 COMPATIBILITY REQUIREMENTS

- The Products furnished by Contractor must have compatibility with the District's existing equipment. Please list any additional costs on the Bid Form that will be necessary to establish compatibility between a proposed Product and the District's existing equipment based on the requirements listed below. Any such additional costs that are included in the bidder's bid proposal shall be included in the Product cost for bid evaluation purposes.

- Network Switches must function with existing Cisco Identity Service Engine (ISE) for network access control, ports VLAN and Access Control Lists assignments.

- Network Switches must function with existing Cisco Catalyst Center for provisioning, network inventory, traps and alarms notification, and SD-Access.

- Network Switches must have the ability to provide NetFlow for network monitoring.

- Wireless Access Points must be controller-based. Able to function with the existing Catalyst 9800 wireless controllers that have over 5,000 existing wireless access points in service.

- Bids for functionally equivalent equipment will be accepted. If bidding equivalent equipment, vendor must demonstrate that equipment will work with either existing District systems or ensure replacement systems have the same functionality as existing systems.

- If replacement systems are needed, training costs must be included. Costs provided will need to be by item per person for a ten-person team, listed on the Other Costs lines.

- If a Product must be removed from its original packaging to prepare the Product for use by the District or to meet the Product Specification requirements, the Product must be returned to its original packaging before shipment to the District.

- If a bidder bids a solution not compatible with above listed specifications that bid will be disqualified. If a bidder bids a solution for other manufacturers, it is the responsibility of that bidder to provide documentation that their proposal meets the compatibility specifications listed above.

2.9 ADDITIONAL SPECIFICATIONS

- For all requested services and/or Products listed in the Bid Documents, bid proposals that include generic/encyclopedic price lists will be considered non-responsive and will be disqualified.

- Bidder must participate in the Universal Service Fund (USF) Program ("E-Rate") during the entire Contract Term.

- Bidder must include a valid Service Provider Identification Number (SPIN) issued by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company on its bid.

- By submitting a bid, bidder certifies that the bidder does have a valid (non-red-light status) SPIN for the E-Rate program at the time of submission. Should OPS discover that the bidder is on red light status, or if the FCC classifies the bidder as on red-light status before work is performed and invoices are paid, the contract will be null and void and OPS will have no payment obligations to the bidder.

- Bidder is expected to provide the lowest corresponding price per E-Rate rules. See https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/ for details.

- Contracts must not prohibit SPIN changes.

- Bidder must agree to bill OPS via the SPIN method.

- All contracts awarded will be contingent upon E-Rate funding and final Board of Education approval.

- All applicable fees, surcharges, and taxes must be identified on the bid. E-Rate rules require OPS to evaluate the price of eligible goods and services that will be listed on the Form 471 application during the competitive bidding process. Fees and surcharges that apply but are not listed on the bid will be the responsibility of the bidding company, should their bid be awarded.

- OPS will not accept bids from manufacturers of equipment deemed a national security threat by the Federal Communications Commission. The list of prohibited equipment is available here: https://www.fcc.gov/supplychain/coveredlist. Bidders that submit bids that include these manufacturers will have their bids disqualified.

- DISQUALIFICATION FACTOR INTERNAL CONNECTIONS: Service providers are required to bid each of the Products that the District has included in the Bid Documents. Bids for individual components, or bids that do not include all of the requested Products for the project will be disqualified.

- DISQUALIFICATION FACTOR INTERNAL CONNECTIONS: It will be the bidder's responsibility to provide documentation about the compatibility requirements listed in these Bid Documents. Bidders that submit bids without documentation demonstrating the required compatibility listed in these Bid Documents will have their bids disqualified, unless that Bidder has bid the preferred make/model number listed.

- DISQUALIFICATION FACTOR INTERNAL CONNECTIONS: OPS will not accept bids for refurbished equipment. Any bids containing refurbished equipment will be disqualified.

3.0 MINIMUM PRODUCT REQUIREMENTS

3.1 PRODUCTS DESCRIPTIONS 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, at the time of delivery to OPS, new and unused, free from defects, undamaged and in good working order and condition. These Bid Documents seek bids on multiple types of Products. The minimum requirement specifications for each Product being bid are set forth below.

3.2 PRODUCT TABLE

CATEGORY 2 NETWORK SWITCHES AND WIRELESS ACCESS POINTS

Product Descriptions	Estimated Quantity*
Switch: Catalyst 9300 48-port PoE+, Advantage Lic 5yr, 2 x 715W AC Power Supply, 2 x power cord (NEMA 5-15), 8 x 10GE Network Module, or equivalent.	135

Switch: Catalyst 9300 24-port mGig and UPOE, Advantage Lic 5yr, 2 x AC Power Supply, 2 x power cord (NEMA 5-15), 8 x 10GE Network Module, or equivalent.	24
Access Point: Cisco Wireless 9176I (W7,3 radio, 3 band 4x4, UWB), Global, or equivalent. No license needed.	27
Switch Module: Cisco 10GE LRM Fiber SFP Transceivers, or equivalent.	232

*The estimated quantities listed above are a good faith estimate of the quantities of these Products that the District believes that it will need during the Contract Term, but these quantities are not guaranteed to be purchased by the District.

4.0 BID SUBMISSION INSTRUCTIONS AND REQUIREMENTS

4.1 GENERAL

To be considered, bids must be submitted in accordance with the bid instructions set forth in these Bid Documents. Failure to comply with the requirements of these Bid Submission 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. DO NOT ALTER THE OPS BID FORM OR ANY OPS DOCUMENTS IN ANY MANNER. If a new bid form is issued by OPS through 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, license fees, tariffs and brokerage costs. No additional amount will be paid by OPS to the Contractor for the Product delivered to OPS at the delivery point specified or for any related services. Unless multiple prices are requested by OPS to include prices for the Initial Term and potential Extension Terms, no bidder will be allowed to offer more than one price on each Product and the price shall be for the quantity specified in the bid form and for additional Products if the Bid Documents allow OPS to purchase additional quantities of the Products. If the bidder submits more than one price on any Product when not permitted by OPS, all prices for that Product will be rejected. Even though a particular manufacturer's name, brand or model of a Product may be specified in the Bid Documents, bids will be considered for other brands or other models of equivalent 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 model of the Product is allowed to be proposed by a bidder, the bidder shall indicate clearly the Product on which it is bidding and shall supply a sample or descriptive data of the proposed alternate, to be attached to and submitted with 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. Bid proposals 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 any Contract terms and conditions that are attached to a bid response or that references certain Contract terms on a web site shall be considered non-complying bids 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 e-mail 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 e-mail 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 e-mail 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 e-mail address other than the one indicated above will not be answered by OPS. Any attempt to communicate with or contact any Board Member, employee, or consultant of OPS in any manner having to do with any aspect of this bid may result in the disqualification of the bidder.

4.4 BID SUBMISSION

All bids must be submitted to OPS by e-mail 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 e-mail with the bid title and bid number included in the subject line of the transmitting e-mail.

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.

4.4.5 Bidder shall not alter any OPS Bid Documents, including any of the Forms that are a part of the Bid Documents.

4.4.6 Bidder shall not attach any documents that attempt to change, modify or add additional terms and conditions to the Bid Documents or attach any documents that condition the bid response on the acceptance by OPS of additional contract terms and conditions.

Bids submitted in any other form, including telephone, hard copy and facsimile bids, along with bids submitted to an e-mail 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 e-mail will be the official clock utilized to determine the time for the close of submissions. E-mail bids must be received at 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 by OPS after 2:00 p.m. Central time on the due date are considered late and will be deleted unopened from the OPS' e-mail bid box. OPS is not responsible for ANY late bids due to failure or delay in e-mail delivery. The bid must be received by the time and date indicated on the bid document. Please allow enough time for delivery. The risk of delivery rests solely on the bidder. Late bids will not be accepted or considered.

4.6 BID WITHDRAWALS AND RESUBMISSIONS

Withdrawal of a bid may be made by a bidder any time prior to 2:00 p.m. Central time on the 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 e-mail must be received by the OPS Purchasing Division prior to the deadline for bid submission. 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 RFP 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 the bid award is made and the 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. Except due to a holiday or an extenuating circumstance, the Board generally meets on 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 OR EQUIVALENT PRODUCTS

When the Product Specifications in the Bid Documents identify the general style, type, character, and quality of the Product desired and/or state that the Product proposed must be the “equal” or “equivalent” of the Product referenced in the Product Specifications, OPS shall have the right, in reviewing the Products proposed in the bidder’s bid, to determine in its sole discretion, whether the proposed Product is the equal or equivalent of the Product specified, considering the requirements of the specific Product Specification, and the quality of workmanship, materials, economy of operation and suitability for the purpose intended. Please see Section 4.2 for information that needs to be submitted with a proposal for of equivalent Products.

4.12 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.

Obtaining E-Rate funding for the switches and wireless access points is a condition precedent to the District’s obligation to purchase any Products from Contractor, to perform any obligations under this bid, or under any subsequent corresponding contract or purchase order. In the event E-Rate funding is not available, OPS may also terminate its Contract with Contractor and any outstanding OPS Purchase Order issued to Contractor for the Products by notice to Contractor, without incurring any liability of any nature to Contractor for such termination.

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 Documents 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 OPS, 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 after the bid is awarded to Contractor. Each such Purchase Order will also incorporate 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. Contractor shall have the necessary rights, licenses and approvals required to provide the specified Products and services. Contractor represents that it is not listed on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension" (See 45 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 e-mail to the Accounts Payable Division at acctspayable@ops.org and shall contain the OPS Purchase Order number on the face of the invoice. Invoices must be approved and processed ten (10) workdays prior to the next Board date where approval is requested for payment. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating 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. Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment. Contractor agrees not to discriminate in its employment practices and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by Contractor or failure to comply

with these statutory obligations when applicable shall be a default under the Contract with the Contractor.

5.6 EMPLOYEE ELIGIBILITY

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

5.7 NO ASSIGNMENT

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

5.8 SUBCONTRACTING

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

5.9 PUBLIC RECORDS

As a Nebraska political subdivision, OPS is subject to the requirements of the Nebraska public records laws (Neb. Rev. Stat. §§ 84-712 to 84-712.09), which allows members of the public to have access to any information or records, regardless of physical form, of or belonging to a Nebraska political subdivision, such as OPS. As defined by Nebraska law, examples of public records subject to disclosure during a bid procedure will include the Bid Documents, the bidder's bid and any other document submitted by a bidder to OPS, bidder questions and OPS responses, any agreement between OPS and the successful bidder, any purchase order issued to the successful bidder by OPS, or any other public record in the possession of OPS regarding this bidding and contracting process, whether created before or after the Bid Documents were issued by OPS and whether created by OPS, the bidders or any other third party. These public records will be open to public inspection and copying unless exempted from disclosure in accordance with the OPS's interpretation and application of applicable law. Documents exempt from disclosure under the Nebraska public records laws are enumerated at Neb. Rev. Stat. §712.05. It shall be the sole responsibility of bidder (a) to notify OPS, as soon as possible, of any requested redactions to any

such information or records provided by the bidder to OPS that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, bidder agrees to defend OPS in any legal challenge to such requested redactions at bidder's own expense. The failure of a bidder to request redactions to any information or records released by OPS shall constitute a complete waiver of any and all claims for damages caused by any such release. Any attempt by a bidder to request a redaction or otherwise claim confidentiality as to any public record in the possession of OPS will be ineffective and not, by itself, binding upon OPS unless OPS has independently determined that the bidder's request that a document, or portion thereof, is entitled to be withheld from public inspection and copying or if OPS is ordered by a court of appropriate jurisdiction to allow public inspection and copying of the document.

5.10 TERMINATION OF CONTRACT

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

5.11 PUBLIC BENEFIT

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

5.12 GOVERNING LAW, JURISDICTION, AND FORUM SELECTION:

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

5.13 FEDERAL FUNDING REQUIREMENTS

To the extent this purchase or any resulting contract is funded, directly or indirectly, with federal funds, the Contractor shall comply with all applicable federal requirements, including the contract provisions contained in Appendix II to 2 C.F.R. Part 200, to the extent such provisions are applicable to the contract. All such applicable provisions are hereby incorporated into the Bid

Documents and any resulting contract by this reference as though fully set forth therein. In the event of a conflict between a federal requirement and any other provision of the contract, the federal requirement shall control to the extent required by law

BID FORM
BID NO.: # 27-006

Category 2 Network Switches and Wireless Access Points

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.

Description	Quantity	Price per unit
Switch: Catalyst 9300 48-port PoE+, Advantage Lic 5yr, 2 x 715W AC Power Supply, 2 x power cord (NEMA 5-15), 8 x 10GE Network Module, or equivalent.	135	
Switch: Catalyst 9300 24-port mGig and UPOE, Advantage Lic 5yr, 2 x AC Power Supply, 2 x power cord (NEMA 5-15), 8 x 10GE Network Module, or equivalent.	24	
Access Point: Cisco Wireless 9176I (W7,3 radio, 3 band 4x4, UWB), Global, or equivalent. No license needed.	27	
Switch Module: Cisco 10GE LRM Fiber SFP Transceivers, or equivalent.	232	

Attachments:

1. Product Description and Specifications for Product Proposed or Equivalent
2. Warranty Information
3. Safety Data Sheets
4. Completed Exhibit A
5. Lead time for Product delivery (if applicable)

SIGNATURE PAGE

BID NO: # 27-006

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____

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

Acknowledge Receipt of Bid Addendum:

Addendum No._____ Date_____
Addendum No._____ Date_____
Addendum No._____ Date_____

BID NO: # 27-006
Category 2 Network Switches and Wireless Access Points

and e-mailed to BID LOCK BOX: **techbids@ops.org**

DUE BY 2:00 PM (CT) on January 5, 2027

[Exhibit A is on the following page]

EXHIBIT A
References

Supply a minimum of three (3) references of school districts or other educational entities of the approximate size of the District for which you have provided the same or similar Products within the last three years and the date of the most recent transaction. If you have fewer than three such references or have no educational references, the references provided may include the same or similar such Products provided to another governmental entities or private entities of a comparable size within the last three years. A minimum of three (3) references shall be included with the names and phone number of each contact listing.

Name of District: _____ Contact Name: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

Size of School District: _____ /Students

Date of most recent transaction: _____

Name of District: _____ Contact Name: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

Size of School District: _____ /Students

Date of most recent transaction: _____

Name of District: _____ Contact Name: _____

Address: _____ Phone: _____

City/State/Zip: _____ Email: _____

Size of School District: _____ /Students

Date of most recent transaction: _____