



THE BOARD OF EDUCATION FOR
DOUGLAS COUNTY SCHOOL DISTRICT 0001
(OMAHA PUBLIC SCHOOLS)

INVITES BIDS ON:

Spring Lake Serving Lines

BID NUMBER: 22-089

BID DUE: June 30, 2022 at 2:00 PM CT

Please include the bid number on all correspondence.

Submit email electronic replies to locked bid box: NUSVC_ServLine@ops.org



NUTRITION SERVICES

DISTRICT OPERATIONAL SERVICES
NUTRITION SERVICES DIVISION
3215 CUMING STREET
OMAHA, NE 68131-2024
PHONE 531-299-0230

BID NUMBER: 22-089

DATE ISSUED: June 2, 2022

DATE DUE: June 30, 2022

TITLE OF BID: Spring Lake Serving Lines

I. **BID INVITATION:** Douglas County School District (Omaha Public Schools) ("District" or "OPS") invites qualified suppliers to submit bids on the Spring Lake Serving Lines ("Products") as specified in the Bid Documents. Bids must be submitted in accordance with the requirements stated in these Bid Documents. The Bid Documents include this Bid Invitation, the Bid Submission Instructions, the General Terms and Conditions, the Product Specifications, the bid form and the Lobbying Certification.

II. **BID SUBMISSION INSTRUCTIONS:** To be considered, bids must be submitted in accordance with these bid instructions:

1. **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.** 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, all required attachments must be submitted, the final page of the bid form must be signed by an authorized representative of the bidder and the Lobbying Certification must be completed and also signed by an authorized representative and submitted with the bid. All prices are to be rounded off to two decimal points. All prices should be quoted F.O.B. Omaha Public Schools delivery site in Omaha, Nebraska. The amount bid shall be the total cost to OPS for the Products or services specified, and no additional amount will be paid by OPS to the successful bidder for the Products and services delivered to OPS at the delivery point specified. The bid price for each item shall include the following services for the Product bid: delivery to the OPS school location specified in the Product Specifications, placement of the Products within the designated building and room as directed by OPS, uncrating and assembly as necessary to make the Products useable, removal from OPS property and proper disposal of all shipping boxes, containers and other shipping materials, and on-site training of OPS personnel and shall also include all insurance costs, duties, tariffs, surcharges, and brokerage costs. No bidder will be allowed to offer more than one price for each item and the price shall be for the quantity specified in the bid form. If the bidder submits more than one price on any item, all prices for that item will be rejected. Even though a particular manufacturer's name or brand is specified in the Bid Documents, bids will be considered on other brands of equal or better quality, unless the bid clearly indicates that a particular brand or Product (NO SUBSTITUTE) is required. If, however, the Product Specifications indicate "NO SUBSTITUTE" for a Product, then alternates may not be specified for that Product. On all bids on which an alternate brand or Product is allowed to be proposed by a bidder, the bidder shall indicate clearly the Product on which it is bidding, and shall supply a sample or descriptive data, to be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid. OPS reserves the right in its discretion to determine whether an alternate brand is acceptable. In the event the bid is for an item that requires a Safety Data Sheet (SDS), bidder shall include such SDS with bidder's bid proposal. Bids that attempt to change, modify or add additional terms and conditions to the Bid Documents by conditioning a bid response upon the acceptance by OPS of contract terms attached to a bid response or referencing in a bid response certain contract terms on a web site shall be considered non-complying bids by OPS and may be rejected by OPS.
2. **BID QUESTIONS:** Any questions or requests for interpretation of these Bid documents must be submitted in writing by email to NUSVC_ServLineQA@ops.org by 2:00 p.m. CT on June 23, 2022. The communications requirements have been established by the District to ensure a fair and equitable process for all potential bidders. The email address listed above for questions is the only authorized location and representative of the District who can respond to questions regarding this bid. Any attempt to communicate or contact any Board Member, employee, or consultant of the District on any manner having to do with any aspect of this bid may result in the disqualification of the bidder as a potential Contractor. Answers to questions will be provided to all potential bidders known to OPS to have requested the Bid documents, without indicating which potential bidder submitted the question.
3. **BID SUBMISSION:** All bids must be submitted to OPS by email to the following locked e-mail bid box address: NUSVC_ServLine@ops.org . Bids submitted to any other email address will be rejected. All electronically submitted bids must comply with the following requirements:

- a. The bid must be submitted in a pdf format.
- b. The Lobbying Certification must be completed, signed and submitted as an attachment to the bid in a pdf format.
- c. The Product warranty information must be submitted as an attachment to the bid form.
- d. The completed bid form, Lobbying Certificate and warranty information must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: "Bid for Spring Lake Serving Lines, Bid 22-089."

Hard copy, facsimile and telephone bids will NOT be accepted. E-mail bids must be submitted to the locked e-mail bid box by the time and date specified on the bid documents. The time stamp on the District's email will be the official clock utilized to determine the time for the close of bidding.

4. **BID SUBMISSION DEADLINE:** Bids are due at 2:00 p.m. Central time on the due date specified in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be deleted and will not be reviewed or considered. 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. The time stamp on the District's email shall be the official clock for determining when the time for submission of bids has closed. If requested, a confirmation of receipt of the email bid submission will be provided to the bidder prior to bid opening.
5. **WARRANTIES:** All Products requested in the Bid Documents must meet the minimum warranty as noted within the Product Specifications. The warranty summary requested in Section 3c above must be separately described in an attachment to the bid form and include a description of the warranty coverage, the warranty duration, how warranty claims are processed; the method for determining warranted manufacturing defects versus negligence, misuse or abuse; and an explanation of how the bidder or manufacturer handles replacements of defective or damaged items. If there are multiple warranties for different portions of the Products, all such warranties shall be described.
6. **BID WITHDRAWALS AND RESUBMISSIONS:** Withdrawal of a bid may be made by a bidder prior to the bid submission deadline. A withdrawal may only be done by the bidder via an e-mail message to the same locked e-mail bid box where the bid was originally submitted, with the notation of the subject line stating "Withdrawal of Bid for SPRING LAKE SERVING LINES, Bid No. 22-089"; and actually received by the OPS Nutrition Services Division prior to the date and time the bid is due. A hard copy, facsimile or telephone 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. Bids may only be withdrawn by written e-mail notice received by OPS prior to 2:00 p.m. Central time on the due date. 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.
7. **BID OPENING:** Those submitting bids can attend the bid opening by accessing Microsoft Teams meeting at 1-402-509-3892, within the United States, Phone Conference ID: 353460015# so that bids can be opened in public immediately following the close of the time specified for submitting bids in the presence of the firms or representatives of the firms submitting bids.
8. **BID AWARD:** OPS reserves the right to reject any or all bids or any part thereof and to waive any or all technicalities and irregularities. This is an all or nothing bid and the bid award will be made to a single bidder. The OPS Board of Education must approve any contracts of \$50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets the first and third Monday of each month for approval of bids and purchases. OPS will either sign a contract with or issue an official purchase order to the successful bidder which will constitute the "Contract" with OPS for the purchase of the Product or Products specified in the Contract or purchase order and will incorporate by reference the Bid Documents. 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 official purchase order is issued to the successful bidder or a contract is signed by OPS, as applicable. If the Bid Documents specify that a contract will be entered into with the successful bidder, OPS will submit to the successful bidder after the bid award the contract form that will be utilized by the parties.

The award will be made to the lowest responsive and responsible bidder meeting all specifications and requirements. This is the bidder who submits the lowest price, whose bid meets the specifications, terms, and conditions set forth in the bid, and who is clearly capable of delivering the Products or services specified. Therefore, the lowest responsible bidder will not always be the bidder who has submitted the lowest monetary bid. Award of bids will be made in the best interest of OPS.

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

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

9. **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.

10. **BID TABULATIONS:** Bid tabulations are available for review, by appointment, in the Purchasing Division offices. 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.

III. **GENERAL TERMS AND CONDITIONS:** The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the Contract or purchase order between the successful bidder and OPS. The term "Contractor" as used herein, 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.

1. **THE CONTRACT:** The contract or an official purchase order of OPS that is issued to the Contractor will constitute the Contract with OPS for the purchase of the Products or services specified in the Contract or purchase order and will incorporate by reference the Bid Documents, including Contractor's completed bid form (all of the foregoing documents, including the purchase order and/or the Contract, are collectively the "Contract Documents"). In the event of a conflict between the Contractor's completed bid form and the remainder of the Contract Documents, the remainder of the Contract Documents shall control.

2. **TAXES:** OPS is exempt from state and city sale taxes and no sales 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.

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.

By signing the Contract or accepting the OPS purchase order, the contractor is representing that it is not debarred, suspended, or has any ineligible or voluntary exclusions with the U.S. Department of Agriculture or any other Federal or State Agency.

Contractor certifies that the Contractor and/or any of its subcontractors or principals have not been debarred, suspended, or declared ineligible by any agency of the State of Nebraska or any agency of the Federal Government or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch. 1 Subpart 9.4. Contractor will immediately notify OPS if Contractor or any subcontractor is debarred or placed on the Consolidated list of Debarred, Suspended, and Ineligible Contractors by a Federal entity.

4. **INVOICES:** Invoices will not be submitted to OPS until the Products furnished to OPS that are included in the invoice have been delivered, set in place and assembled as required by the Contract Documents and accepted by OPS at the delivery point and provided further that all other services required by the Contract Documents have been satisfactorily performed at the time the invoice is submitted. All invoices must be sent in duplicate to the Nutrition Services Division and shall contain the OPS purchase order number on the face of the invoice. Invoices must be approved and processed 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 one or

both of the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.

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.

6. **PRODUCTS FURNISHED:** Unless otherwise specified by OPS, all Products and materials furnished by the Contractor shall conform to the specifications in the Bid Documents and in the Contractor's bid response. All manufacturers' warranties will be assigned to OPS.

7. **EMPLOYMENT 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 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with these provisions will constitute a default under the Contract awarded by OPS.

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

Workers' compensation insurance - statutory limits

Employer's Liability
\$500,000 per accident
\$500,000 disease, policy limit
\$500,000 disease, each employee

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

Commercial General Liability Coverage must include the following:

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

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

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

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

9. **INDEMNITY:** Contractor, on behalf of itself and its successors and assigns, hereby agrees to indemnify, defend, and hold harmless OPS and its Board members, officers, agents and employees, from any or all losses, damages, claims, liabilities, judgments, costs and expenses (including reasonable attorney's fees and expenses) arising out of or in connection with: (i) any act or omission of Contractor or Contractor's agents, contractors or employees; (ii) any default, breach, violation or non-performance of the Contract between the Contractor and OPS or (iii) any injury to persons or property or loss of life caused by Contractor or by Contractor's agents, contractors or employees, other than any such claims that are caused solely by the negligent or intentional act or omission of OPS, or its employees, agents, or contractors.
10. **USE OF TOBACCO PRODUCTS:** There shall be no smoking or use of any tobacco or vaping products on/or within the property limits of OPS property. This regulation shall be enforced by the Contractor.
11. **NO ASSIGNMENT:** Contractor awarded the contract shall not assign the contract 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.
12. **SUBCONTRACTING:** If Contractor intends to utilize subcontractors for the performance of any services under the Contract Documents, 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 Documents. Subcontractors selected by the approved 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.
13. **TERMINATION OF CONTRACT:** In the event that the Contractor awarded the Contract fails or refuses to perform such Contract 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, and may enter into a Contract with another vendor for the same Product or service. Following thirty (30) days' written notice, OPS may terminate the Contract for convenience in whole or in part without the payment of any penalty or incurring any further obligation to the bidder awarded the Contract. In the event of such termination, the Contractor shall not be entitled to any further payment under the Contract until the work is completed and accepted in writing. Should the cost of completing the performance of the Contract, together with such damages and expenses incurred by the 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. In addition, OPS may recover any other damages it is entitled to recover, at law or equity, as a result of the Contractor's breach of contract.
14. **Governing Law:** The laws of the State of Nebraska shall govern the interpretation and performance of the Contract between OPS and Contractor, without regard to its conflicts of laws principles. Any action brought to enforce any

provision of the Contract or otherwise concerning its formation or related to the same shall be brought in the appropriate courts of the State of Nebraska.

15. **ASSURANCES THAT AFFIRMATIVE STEPS ARE TAKEN TO USE MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS:** As required by 2 C.F.R. 200.321, it is the intent of OPS to provide the maximum practical opportunities in its solicitations to small businesses, minority firms, women's enterprises, and labor surplus area firms.
16. **NON-DISCRIMINATION:** OPS does not discriminate on the basis of race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status in its programs, activities and employment and provides equal access to the Boy Scouts and other designated youth groups. The following individual has been designated to accept allegations regarding non-discrimination policies: Superintendent of Schools, 3215 Cuming Street, Omaha, NE 68131 (531-299-9822). The following persons have been designated to handle inquiries regarding the non-discrimination policies: Director of Equity and Diversity (equityanddiversity@ops.org), 3215 Cuming St, Omaha, NE 68131 (531-299-0307).
17. **USDA NON-DISCRIMINATION:** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA

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

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

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

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

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

This institution is an equal opportunity provider.

18. **RECORD RETENTION REQUIREMENT (4 YEARS) AND ACCESS TO FILES:** The Contractor shall maintain books, records, and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to OPS for a period of at least four (4) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the OPS Board of Education or any authorized representative of OPS, and where Federal funds are involved, the Comptroller General of the United States, or any other authorized representative of Federal or State government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronically or optically stored and created records or other records of the Contractor relating to orders, invoices, or payments or any other documentation or materials pertaining to the contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, OPS reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.
19. **COPYRIGHTS AND PATENTS:** Patent and Copyright Infringement. (a) The Contractor shall report to OPS, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of the contract of which the Contractor has knowledge. (b) In the event of any claim or suit against OPS on account of any alleged patent or copyright infringement arising out of the performance of the contract or out of the use of any Products furnished or work or services performed under the Contract Documents, the Contractor shall furnish to OPS, when

requested by OPS, all evidence and information in the successful Contractor's possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of OPS except where the Contractor has agreed to indemnify OPS. (c) The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that are expected to exceed the simplified acquisition threshold.

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

20. **INVENTIONS AND DATA:** Any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other data and/or material which are produced under or as a result of the contract are to be deemed a "work made for hire", as such term is defined in the Copyright laws of the United States. As a "work made for hire", all copyright interests in said works will vest in OPS upon creation of the copyrightable work. If any papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases, or other material which produced under or as a result of the contract are deemed by law not to be "work made for hire", any copyright interests of the Contractor are hereby assigned completely and solely to OPS. The Contractor shall ensure that all papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material which are produced under or as a result of the contract are clearly marked with a copyright notation indicating OPS as the sole copyright owner. All rights and ownership of materials produced under or as a result of the contract shall become the property of OPS upon payment of consideration specified herein. All papers, reports, graphs, forms, guides, evaluations, spreadsheets, databases and other material prepared or prepared by the Contractor under the terms of the contract shall be delivered to, become and remain the property of OPS upon termination or completion of the contract. OPS's requirements and regulations are applicable pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract and requirements and regulations pertaining to copyrights and rights in data.
21. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (CFR 3016.36(I)6):** Bidder agrees to comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 CFR Part 5).
22. **ENERGY EFFICIENCY, CLEAN AIR, AND CLEAN WATER:** Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163, 89 Stat.871). For all contracts, subcontracts, and subgrants in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C 1857(h), 42 U.S.C. 7401), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
23. **DATA AND PRIVACY PROTECTION:** The Contractor acknowledges that in performance of this agreement OPS may provide bidder with Personal Information which is defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808. Bidder warrants, in accordance with Nebraska Revised Statute section 87-808, that bidder has implemented and will maintain, throughout the term of the contract awarded hereunder, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to bidder; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.
24. **PUBLIC BENEFITS:** Contractor represents and warrants that it is not an individual or sole proprietorship. Therefore, Contractor is not subject to the public benefits attestation and related requirements of Nebraska Revised Statute sections 4-108 through 4-113.

IV. **PRODUCT SPECIFICATIONS:** The Contractor awarded the Contract will be expected to furnish Products to and perform the services for OPS that comply with the following specifications:

1. **PRODUCTS TO BE FURNISHED:** Contractor agrees that it will supply to OPS, when ordered from Contractor by OPS, all of the Products listed in Contractor's bid response that were awarded by OPS. Unless otherwise specified by OPS in the Contract Documents, all Products furnished by the Contractor shall be new and unused, and be delivered, assembled, and placed by the Contractor so as to be ready for use, and shall conform to the specifications in the Contract Documents. The Products will have all warranties required by the Contract Documents or otherwise provided by the Contractor and manufacturer, which manufacturer's warranty will be assigned to OPS at the time the Products are furnished.

2. **SPECIFIC PRODUCT SPECIFICATIONS:**

Item 1: One (1) each SpecLine 96-EFS6-CPA-F Hot Food Table with Open Storage Base:

- Approx. 96-3/8" x 30" x 36" High
- Top 14 Gauge Stainless Steel
- (AA) Line-Up Locks
- 96" Molded Fiberglass Body Candy Apple Red R146
- EFS6 Hot Food Wells, Powered by Thermawell.
- (Z) With STD. CPVC Manifold for Hot Food Wells with Drain
- (D) 8" X 96" Solid S/S Cutting Board on Folding Brackets.
- (A)12"x 96" Beaded S/S Tray Slide
- 95" Custom Omaha Adjustable Food Protector Tempered Glass Food Protector Adjust Vertical and pivots
- Four 5 Inch Locking Casters
- (DD) Electrical Outlet In Cabinet with Wiring to Junction Box
- (DD) Daisy Chain Outlet
- (V) 28" Stainless Steel Insert Storage Shelf
- (V) 46" Stainless Steel Insert Storage Shelf
- Warranty includes two (2) year parts & labor to start on the date of delivery to specified location.
- Energy efficient, WSF approved
- 208/1 phase /14.4A, 10' cord and plug furnished by Colorpoint, NEMA 14-30P
- Color to be Candy Apple Red R-146

Item 2: Two (2) each SpecLine 66-CFMA-F, Tempest-Aire Cold Food Counter, Open Storage Base:

- Approx. 66-3/8" x 30" x 36" High
- Top 14 Gauge Stainless Steel
- (AA) Line-Up Locks
- 66" Molded Fiberglass Body-Candy Apple Red R146
- 2050TA-4 Tempest-Aire Built-In with Drain Provided with Adapter Bars
- (A)12"x 66" Beaded S/S Tray Slide
- 65" Custom Omaha Adjustable Food Protector -Tempered Glass - Food Protector Adjust Vertical and Pivots
- Four - 5 Inch Locking Casters
- (DD) Electrical Outlet In Cabinet with Wiring to Junction Box.
- (DD) Daisy Chain Outlet.
- (V) 36" Stainless Steel Insert Storage Shelf
- Warranty includes 2 year parts & labor warranty; 5 year compressor warranty starting on date of delivery to specified location.
- Energy efficient, NSF approved
- Voltage 120/1/8.5, NEMA 5-15, 1/3 hp compressor, 8.5 AMP
- Color to be Candy Apple Red R-146

The Hot and Cold food counter will have a daisy chain configuration with the hot line in the middle and one cold line at each end with 120/208V/1ph/22.9A

3. **QUANTITIES AND PRICING:** Contractor will furnish the Products specified in the Bid Documents in quantity specified in the Bid Form. The Products will be furnished at the Contractor's bid price. The amount bid by Contractor shall be the total amount to be paid by OPS for the Products and services provided by Contractor and no additional amount will be paid by OPS to the Contractor for the Products and services provided to OPS. The Contractor's bid price for each item shall include the following services for each such Product: delivery to the OPS school location specified in the Product

Specifications, placement of the Product within the designated building in the location as directed by OPS, uncrating and assembly as necessary to make the Products useable, removal from OPS property and proper disposal of all shipping boxes, containers and other shipping materials, on-site training of OPS personnel in the operation of the Product, and shall also include all insurance costs, duties, tariffs, surcharges, and brokerage costs. Payment will be made within thirty (30) days after the Product is satisfactorily provided and placed by Contractor at the location specified in the Contract Documents or as otherwise indicated by OPS, after acceptance of the Product by OPS.

4. **DELIVERY:** The Products will be delivered to and set in place in the kitchen at Spring Lake Elementary, 4215 South 20th St, Omaha, NE 68107 in March of 2023 after the purchase order for the Products is issued to Contractor. Contractor is to include care and maintenance materials for Products when the Products are delivered and set in place. Delivery may be made to OPS only after a valid purchase order has been issued by OPS. 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. However, the exact delivery date and delivery schedule must be coordinated with and approved by OPS. Three (3) business day notice to OPS Nutrition Services is required for a delivery appointment. Failure to obtain a delivery appointment with OPS Nutrition Services may result in the refusal of OPS to allow delivery of the Products. OPS shall not be charged for any delivery delays. Delivery requests beyond the core hours listed and/or weekend hours will be considered if requested by Contractor to allow a more efficient delivery, assembly, and placement but no additional amount shall be paid by OPS for such work. Contractor must strictly adhere to the delivery dates and times specified by OPS. All Product transportation, delivery, setting in place, assembly, and refuse disposal arrangements shall be the responsibility of the Contractor.

Delivery shall be made from the designated unloading location directly to the specified location in the school building. The Contractor shall have complete responsibility for any loss or damage to the Product until it is set in place in the designated location, fully assembled, and accepted in writing by approved OPS staff. Contractor shall be responsible for the complete removal from OPS premises, on the same day that the Product is delivered, of all crating and packing materials and the proper and legal disposal of those materials. Ownership of all Products shipped to OPS passes to OPS at the time delivered, assembled and accepted by OPS at the delivery point. All risk of loss to any Products will remain with the Contractor until accepted by OPS at the delivery point.

A Contractor representative must be present at time of delivery to OPS. Uncrating, setting in place, and assembly must be completed no later than three (3) business days after the delivery date. Contractor is responsible for removal of shipping, packing and crating materials.

5. **ASSEMBLY AND PLACEMENT:** The Contractor shall be solely responsible for repairing any damage to the OPS's buildings and other real or personal property caused by Contractor during the delivery, setting in place, and assembly of the Product and during removal of any shipping, packing and crating materials. If any such damage occurs, it shall be first reported to the OPS contract administrator. Any repairs to the facility from such damage will be performed by the construction contractor designated by OPS at Contractor's cost. Products when accepted by OPS representatives at the designated location shall be free of defects, including, without limitation, dirt, dust, marks, dents, scratches, tape, packaging, or other foreign substances. The Products shall be inspected by representatives of the OPS and the Contractor for compliance with the Contract requirements prior to final acceptance in writing by the OPS. In the event any Product delivered by Contractor fails to conform to Product Specifications in the Bid Documents, Contractor shall remove the item and immediately replace the item with an acceptable Product conforming to the Project Specifications at no additional cost to OPS.
6. **TRAINING:** Following installation of the Products and acceptance by OPS, Contractor will provide, at its cost, on-site training at the installation site for OPS personnel in the operation and maintenance of the Products furnished by Contractor. The exact date and time of the training shall be coordinated with the OPS Nutrition Services Division.
7. **SAFETY DATA SHEETS:** Contractor shall furnish OPS with at least one hard copy of safety data sheets (SDS) as stated in 29CFR 1910.1200 or under the GHS, for each Product, chemical substance, mixture, preparation or material requiring a SDS directly to Environmental, 4041 N. 72nd Street, Omaha, NE 68134. Electronic submittals are also acceptable – send to safetydatasheets@ops.org. Contact Environmental at 531-299-0180 for further directions.

BID FORM
BID NO.: 22-089
SPRING LAKE SERVING LINES

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
 Nutrition Services
 3215 Cuming Street
 Omaha, Nebraska 68131-2024

The undersigned, having familiarized itself with conditions affecting the cost of furnishing the Products specified and the delivery costs and other Products and services described in the Bid Documents, hereby proposes and agrees to furnish the Products listed below, and furnish and perform all other services and Products described in 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 firm is capable of performing the contract with OPS if awarded the bid and can meet the needs and requirements of OPS, that it understands the requirements of the bid documents and that other factors specified in the bid documents, in addition to the cost of Products, may be considered in determining the successful bid or bids. The undersigned further acknowledges that once the 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 all technicalities.

<u>PRODUCT DESCRIPTION</u>	<u>QTY</u>	<u>UOM</u>	<u>UNIT PRICE</u>	<u>EXTENDED PRICE</u>
SpecLine 96-EFS6-CPA-F Hot Food Table with Open Storage Base:	1	EACH		
SpecLine 66-CFMA-F, Tempest-Aire Cold Food Counter, Open Storage Base:	2	EACH		
			GRAND TOTAL:	

Attachments:

- Lobbying Certification
- Warranty Information

[Signature page follows]

SIGNATURE PAGE
BID NO: 22-089

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

Bids must be signed to be valid.

PRINTED NAME: _____

TITLE: _____

DATE: _____ State

Acknowledge Receipt of Bid Addendum:

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

BID NO: 22-089

Spring Lake Serving Lines

and e-mailed in PDF format to:
BID LOCK BOX:
NUSVC_ServLine@ops.org BY 2:00
PM (CT) on June 30, 2022



NUTRITION SERVICES DIVISION
 DISTRICT OPERATIONAL SERVICES DEPARTMENT
 3215 CUMING STREET OMAHA, NEBRASKA 68131-2024 (531) 299-0230 FAX: (402) 557-2239

LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements

BID NUMBER:	22-089	DATE ISSUED :	June 2, 2022
DATE AND TIME DUE:	June 30, 2022	2:00 PM CT	TITLE OF BID:
			Spring Lake Serving Lines

SIGNED RESPONSE IS REQUIRED.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name of Authorized Official (print name)

Signature

Date