



How To Do Business With **Omaha Public Schools**

**District Operational Services
Administrative Offices
3215 Cuming Street
Omaha, Nebraska 68131-2024
Phone (531) 299-0229**

This brochure is not a legal document. It is intended to provide information about contracting with OPS. In any case, where there is a discrepancy between this document and an actual contract document, the contract document shall prevail.

Omaha Public Schools 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 for the Office of Equity and Diversity, 3215 Cuming St, Omaha, NE 68131 (531-299-0307).

Las Escuelas Públicas de Omaha no discriminan fundamentado en la raza, color, origen nacional, religión, sexo (incluyendo embarazo), estado civil, orientación sexual, discapacidad, edad, información genética, identidad de género, expresión de género, estatus migratorio, estatus de veterano, afiliación política o estatus económico en sus programas, actividades y empleo, y proporciona acceso equitativo a los "Boy Scouts" y a otros grupos juveniles designados. Las siguientes personas ha sido designadas para aceptar cualquier queja en relación a las políticas de no discriminación: El Superintendente de las Escuelas, 3215 Cuming Street, Omaha, NE, 68131 (531-299-9823). La siguiente persona ha sido asignado para manejar quejas referentes a las políticas de no discriminación: El Director para la Oficina de Equidad y Diversidad, 3215 Cuming St, Omaha, NE 68131 (531-299-0307).



Introduction

This pamphlet is a guide for businesses wishing to provide goods or services to the Omaha Public Schools. We would be happy to add your firm to our vendor file, thereby giving you an opportunity to provide our school district with goods and services.

The Purchasing Division of the Omaha Public Schools is committed to a procurement program that will:

1. Encourage fair and equal opportunity to all qualified bidders.
2. Insure equity to the vendor and value to the taxpayer.
3. Promote fair, ethical and legal trade practices.

How to be Included on OPS Vendor Listing

A vendor wishing to do business with the Omaha Public Schools should fill out a General Vendor Information Form. This completed form should be returned to the Purchasing Division.

Also, please send the Supplier Information Form and W9 Form to Purchasing. Purchasing will forward it to Accounting & Finance.

Methods of Procurement

The Purchasing Division will determine the method of procurement to be utilized in the acquisition of needed goods or services. Purchases shall be made upon the basis of competitive bidding when practicable. Methods utilized include:

Sealed Bids:

Price quotations are secured from vendors via a formal bid request form. Bids are due on a specified date and time. Bids are opened at that time and bid evaluation takes place later. All interested parties are encouraged to attend the bid opening. No exceptions are allowed for bids received after due date and time for any reason.

Telephone, Facsimile, and e-mail Quotations:

Price quotations may be secured and documented via telephone, fax, or e-mail. The award is made to the lowest responsible vendor meeting specifications.

Contract Procurements:

The Purchasing Division may enter into contract purchase agreements for certain items, groups of items, or services when continuous procurement is anticipated as opposed to one-time procurements. Formal competitive bidding procedures may be utilized with award being made to the lowest responsible bidder. Contracts may cover a period up to 4 years. (State of Nebraska School Laws 79-4, 154)

Direct Purchases:

Competitive bidding may not be considered practicable in connection with emergency purchases, minor purchases, purchases of perishable goods, or in the event there is only one satisfactory supplier. Competitive bidding procedures may be waived or modified:

1. In a case of an emergency when delay of a purchase could adversely affect the health, welfare, or safety of employees, students or the general public; or when building security or unrepaired damage could lead to extensive further repair.
2. Purchases of perishable goods by the Nutrition Services Division.
3. Items or services available from only one supplier, such as copyrighted materials, textbooks, and specific instructional program supplies.
4. Purchases of small items, although multiple quotes will be solicited when practicable.

Invitation to Bid A bid request form is used to solicit bids from vendors. The bid contains the following information:

1. Description of goods and services for which the quotation is requested.
2. Quantity of each item desired.
3. Indication of unit of measure required (each, dozen, gallon).
4. The name of the buyer responsible for the bid.
5. Blanks for unit cost and total cost. If a calculation error was made when the unit price was extended to the total cost, the unit price will prevail.

The individual authorized to make the quotation must sign (not a printed signature) the bid in the space provided. Unsigned bids are invalid.

Enclosed with all bids are general bid conditions. These conditions are to be adhered to when completing a bid. Questions regarding bid conditions must be directed to the buyer listed on the bid prior to the bid opening. Specifications may be based on a brand name "or equivalent" as a way of establishing the level of quality desired.

Alternate bids may be submitted unless "no substitute" is specified. Alternate bids must state in detail why the alternate deviated from bid specifications. An alternate must be identified by manufacturer and model number and be at least equal in quality and workmanship to the item specified. Literature indicating specifications of the alternate item should be enclosed with the bid. Substitutions are evaluated by the Purchasing Division or selected support staff. It is the prerogative of the purchaser to select or reject alternate bid items.

Some bids indicate that prices should be held firm for a period of time. The purpose of this open pricing is to allow the school district to buy an item over a period of time that is needed throughout the school year.

**Public Notice
of Bids**

Written sealed bids for goods or services will be advertised in the ***DAILY RECORD***.

Bid Receipt

Bids are received and opened according to specific procedures to maintain purchasing professionalism and be in accordance with Nebraska state law.

1. Bids are due in the Purchasing Division at the date and time designated. Nebraska State Law 73-101 states that bids must be opened at a specific time on a designated day.
2. Under no circumstances are bids accepted after the deadline set in the bid document. The school district is not responsible for U.S. mail or any other delivery service.
3. Bids must be addressed to and accepted only at the District Operational Services, Purchasing Division, 3215 Cuming Street, Omaha, NE 68131-2024.
4. Sealed bids must be submitted in a sealed envelope plainly marked with the vendor name, bid number, bid title, and due date. Bids should be prepared in ink or typewritten. All alterations on a bid before bid opening date and time must be initialed in ink by the bidder. Telephone, facsimile bid, or e-mail responses are not acceptable for competitive sealed bids.
5. Bids submitted are final and not subject to change by the vendor.
6. If samples are sent, it is advisable to send them under separate cover.
7. When the school district offices are closed due to inclement weather or any other reason, the bid due date will be changed to the next day school district offices are open.
8. Correction of a bid may be made by a vendor provided the correction is made or received prior to stated opening time and date. Telephone, facsimile, or e-mail corrections are not acceptable. A correction to a bid must be done in written addendum form by the vendor and received prior to the date and time the bid is due.
9. After bid opening, no changes in bid prices or other provision of bids prejudicial to the interest of the school district or fair competition shall be permitted.

Bid Opening & Tabulation Procedures

1. Bids are opened by an OPS staff person designated by the Executive Director of District Operational Services at the designated time and date on the bid document.
2. Bids shall be opened publicly. When there are vendors or the public attending the bid opening, the buyer or designee reads aloud the vendor name, amount of each bid, and item being bid as the bid tabulation form is completed.
3. The completed tabulation of a bid will be available for public inspection at the Purchasing Division. Copies of Bid tabulation are currently \$5.00 plus .25/page for each page over 20 pages in length.

Pre-Bid Conference

- A pre-bid conference is held for bids of items or services that may require further background information. The pre-bid conference gives vendors an opportunity to ask questions about the bid.
1. A pre-bid conference is held approximately one week after the bid has been sent, thereby allowing vendors time to study the bid and formulate questions.
 2. The conference time and place is announced on the bid document.
 3. An addendum to the bid may be prepared after the bid conference and mailed to all vendors that received the bid.

Bid Bonds

1. Bid bonds for 5% of the contract amount are required on bids for labor and materials such as: Roof repair • Carpeting • Construction projects • Mechanical repairs • Cafeteria Equipment Installations

Envelopes containing the bid bonds must include the bid number, as well as the full title of the bid. There must also be an attached power of attorney for the person who signs the bid bond.

2. "Bid Bonds" may come in the form of:
 - a. Bid bonds issued by insurance companies
 - b. Certified check or cashier's check payable to Douglas County School District 0001
3. Bid bonds or checks are held until the purchase order or contract is issued to the low acceptable vendor.
4. The bid bond and/or cashier's check for the vendor awarded the bid is held until the Performance, Labor, and Materials bond is received.

5. If a successful vendor does not enter into contract, OPS can ask the vendor to forfeit the bid security. OPS would notify the bonding company to request forfeiture of the bid bond.

Performance, Labor and Materials Bonds

A Performance, Labor and Materials Bond is required by law for a construction project over \$5,000 involving labor and materials. OPS uses its own form for this type of bond. The form is sent with a contract or purchase order and is to be completed by the vendor's insurance company. The Performance, Labor and Material Bond guarantees the payment by the contractor for labor and materials on construction projects and warrants the performance of the contractor.

Bid Evaluation and Award Procedure

1. The bid shall be awarded with reasonable promptness by written purchase order to the lowest responsible and responsive bidder.
2. The following factors in combination, not necessarily listed in their order of importance, will be considered in reviewing bids and awarding contracts.
 - a. Quality and conformance to specifications
 - b. Lowest price meeting specifications
 - c. Delivery
 - d. Factors such as service provided for installation, maintenance and repair of equipment costs, warranty period, training cost and location of training, supplies costs for the equipment, etc.
 - e. Bidder's previous record of performance and service
 - f. Ability of bidder to render satisfactory service in this instance
 - g. Availability of bidder's representative to call upon and consult with OPS departments
3. The school district reserves the right to reject any and all bids, waive formalities and to contract as the best interests of the district may require.
4. The buyer may make a confirming phone order to the low bidder by giving that supplier a District purchase order number. The body of the purchase order always references the bid number. **The earliest a confirming order can be made for a bid is the business day following Board Meeting approval for purchases over \$50,000.00.**

5. The buyer may determine when the school district needs are best met by an “all or none” bid award. The buyer may award the bid to the vendor who is the lowest responsible bidder on the total amount of like items. When a bid is to be awarded on an “all or none” basis, this information is included in the bid document.
6. In the rare instance when prices and all other qualifications are identical, preference may be given, first, to vendors located within the School District and, second, to regional (Nebraska), followed by vendors outside Nebraska.

Request for Withdrawal

Certain conditions must be present before a contractor can be released from contracted obligations. Those conditions are:

1. The contractor’s mistake related to a material feature of the contract. The mistake involves a dollar amount so large it would result in a substantial loss to the contractor if forced to perform for the dollar amount committed.
2. The mistake is of such grave consequence that enforcing the contract would be unconscionable. If the contractor can show the performance will result in a hardship, it is considered unconscionable.
3. The mistake occurred notwithstanding the exercise of reasonable care and was not the result of violation of positive legal duty or gross negligence. Generally, a contractor is relieved of liability when the figure submitted in the bid is erroneous because of a mathematical error or a clerical omission. Also, the contractor is usually permitted to avoid commitment when the dollar amount is so low that an error should be obvious to the school district. However, relief is generally denied for an error in judgement. This type of mistake involves a decision, although incorrect, which the contractor intended to make.
4. Except for loss of a lower cost, the bid must not work a substantial hardship on the school district.
5. Prompt notice of error must be given to the school district before the award is made. Many job specifications allow bids to be withdrawn anytime prior to the opening of the bids if that withdrawal is made in some form of written communication. However, once bids are opened, they cannot be withdrawn for as long as 90 days. Despite this stipulation, some courts allow a contractor to avoid liability even though the request to withdraw from the bid is not received by the school district until after acceptance of the bid. But, this is the exception rather than the rule.

State and Federal Taxes

Prices quoted by the vendor should exclude all taxes. The Omaha Public Schools is exempt from the payment of federal excise, state, and local taxes. Exemption certificates will be furnished upon request.

Samples

The School District reserves the right to request samples before the order is placed. Delivery of samples and return of samples shall be the responsibility of the vendor. Samples consumed for evaluation in small quantities are requested at no cost. If samples are requested and not received, a bid may not be considered. Catalogs illustrating the items are considered in some cases when samples are not available.

Removal from Bid List

A vendor whose performance has been unsatisfactory may be removed from a bid list or suspended from bidding for a specified period of time. Conditions which may warrant removal or suspension include the following:

1. Failure to respond to three consecutive bid invitations (Note: a reply of "No Bid" is an acceptable response)
2. Late delivery
3. Failure to deliver or to complete a purchase order in a timely manner
4. Unauthorized substitution of goods other than specified
5. Defective products or products which are damaged other than in shipment
6. Service deficiencies
7. Billing error

The Purchasing Division determines the length of time for which a supplier is off the bid list. The vendor has the responsibility to contact the Purchasing Division after the time period is over to request that they be reinstated on the bid list.

Vendor Grievances

Grievances related to the procurement process of the Omaha Public Schools Purchasing Division should be addressed, in writing to: Omaha Public Schools, District Operational Services, 3215 Cuming Street, Omaha NE 68131-2024. Attn: Vendor Grievances

Notification of Award... the Purchase Order

The District purchase order serves as notification of bid award and is the legal contract of the Omaha Public Schools with the vendor to provide goods or services. The District purchase order reflects the following information:

1. Name and address of vendor.
2. Delivery address for shipment of goods.
3. The purchase order number (which must be stated on all packages, shipping documents, invoices and correspondence pertaining to the order).
4. Description of the items the vendor is authorized to supply. Unauthorized substitution of items other than specified in description is not permissible.
5. Quantity of each item desired.
6. Unit (standard of measurement associated with the quantity of each item desired).
7. Unit cost, extended cost of each item ordered, and purchase order total cost.
8. Instructions for correctly processing the purchase order.
9. Signature of the Executive Director of District Operational Services.
10. Bid number, if applicable.
11. Any special instructions.

Delivery Acceptance

All deliveries are subject to inspection and approval. Items will be rejected which do not meet the specifications of the purchase order or are not delivered in good condition. Any item rejected by the Omaha Public Schools must be removed at the vendor's expense.

Vendor Default

If a vendor fails to perform the requirements of a purchase order, the school district may cancel the purchase order and procure the items from another source. The original vendor may be held liable for any additional costs experienced.

Cancellation of Purchase Order

The Omaha Public Schools may cancel a purchase order for any of the following reasons:

1. The delivery date specified by the purchase order has not been met.
2. Vendor default. (See previous section.)
3. The goods or services provided do not conform with the specifications of the purchase order.
4. Goods delivered are defective or damaged.
5. Any other reason for noncompliance with the purchase order.

Vendor Solicitation in School Buildings/Offices

Vendors are requested to make appointments with individual buyers to discuss specific products and services.

Vendors are not to visit school buildings to promote the sale of their respective goods or services.

If an occasion arises when any vendor has a legitimate reason to visit a school (keeping in mind that promotion of a sale or sales is not a legitimate reason), the vendor **MUST** make an appointment through the school principal's office before visiting any building. All visitors to a school building **MUST** check in at the office upon arrival.

Acts of Sub-contractor

Vendors are responsible for all acts and performance of subcontractors or secondary suppliers which they might utilize in providing goods or services to the Omaha Public Schools. Vendors shall also be responsible for payment of all subcontractors and secondary suppliers.

Authorized Purchasing Methods

Purchases for the School District are to be made using a District Purchase Order or School District procurement card. The District is responsible for payment only when one or the other of these procedures used.

Vendor Invoices

In order to receive payment for goods and services provided, the vendor must submit an original invoice. Send the invoice to the Accounts Payable Office, as specified on the District purchase order. The invoices must contain the following information:

1. Proper Purchase Order number.
2. Description of goods or services furnished.
3. Quantity delivered.
4. Unit prices and extensions.
5. Prompt-payment discount terms, if any.

Payment The vendor receives payment for goods and services after:

1. The vendor delivers and the School District accepts the goods or services.
2. The vendor submits an original invoice for the items.
3. The School District certifies receipt of goods received.
4. The Board of Education authorizes payment, which is done on the first and third Monday of each month.

Vendors and OPS Ethical Practice

No school employee may permit any influence that could conflict with the best interest of the School District. No school employee may accept gifts of significant value or other special considerations from an individual or business organization doing business with the Omaha Public Schools. Any OPS employee offered a gift of greater than \$25.00 value shall refuse/return it to the vendor in a tactful and dignified manner, advising the giver of the OPS policy prohibiting its acceptance.

Any fixed asset product gifts (e.g., electronic equipment, furniture, other equipment) valued at \$300.00 or more and presented to a school or department must be bar-coded and entered into the OPS Asset Management Module in the Financial Information System.

The Omaha Public Schools is committed to providing a work and educational environment that is free from discrimination and harassment. Conduct contrary to this philosophy and which has the purpose or effect of creating an intimidating, hostile, or otherwise offensive environment will not be tolerated by the School District. It is the vendor's responsibility to ensure that any such conduct contrary to the District's philosophy is not engaged in by the vendor's employees, agents, and/or subcontractors.

Communication of Information on Vendor Products and/or Vendor Services

As a large, tax supported political subdivision, it is important that OPS maintain a position of neutrality with respect to vendors. Most of

the products and services that OPS purchases are acquired through public bidding or by obtaining quotes. Product endorsements by OPS personnel may give potential bidders for these same products and services the impression that OPS is biased in favor of the endorsed vendor. That impression undermines the integrity of our bidding procedures, can discourage potential bidders from submitting bids and could even lead to bid challenges before the Board of Education or in a court proceeding.

General parameters precluding endorsements/advice are the following:

1. Vendors are responsible for promotion of their respective products or services. That does not preclude an OPS employee from being listed as a reference by the vendor to another party in a bid response, for example, or responding with factual answers to questions about a product or service based on the actual knowledge of the OPS employee about the product or service. If there are questions which make the OPS employee uncomfortable as to an answer's possible use in urging others to procure the product or service, the employee should simply state that he/she is not prepared to offer advice on decisions that fall under the purview of any other potential customer of the vendor, noting that each organization's circumstances may be unique to that potential customer.
2. As long as nothing crosses into an explicit endorsement of an individually-named vendor on the part of the OPS employee, there is no problem in responding factually to questions. OPS employees should keep in mind the following:
 - No vendor should require the stated endorsement of OPS as a condition of performing a service or providing a product.
 - The manifestation of the use of the product or service demonstrates for itself the District's satisfaction with it.

Endorsement in vendor publications or advertisements include the following protocols:

1. OPS employees should not be quoted in, nor have a picture appear in, any vendor advertisement or vendor publication (either print or on-line) since, at a minimum, it implies endorsement of the vendor.
2. This does not preclude participating in articles appearing in independent publications that may include discussions of products or services purchased by OPS, so long as the participation does not include promotion of the product or service. In those situations, the OPS employee comments

about a particular product or services should be limited to its identification, the fact that it is used by OPS and the functions or purposes of that use.

Preclusion of payments for endorsements involves the following protocols:

1. If an employee does participate in an interview or questionnaire for an independent publication about a product or service, the following should apply:
 - The OPS employee, personally, must receive no remuneration in cash or "in kind" from the vendor or the publisher.
 - The OPS employee makes no on-line, printed, or otherwise recorded testimonials recommending that others purchase the product or service.
2. This policy does not preclude logical (and non-endorsement) communication of demonstrated use of any product or service. The policy is intended for the protection of the District and for the protection of individual OPS employees, so that no one can accuse either the District or an individual OPS employee of being biased for or favoring any commercial entity/vendor.

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