

# MaBid Invitation

## Bid No. 26-035

TO BE CONSIDERED, BIDS MUST BE RECEIVED PRIOR TO THE DEADLINE

LATE BIDS WILL NOT BE ACCEPTED

The Board of Education for Douglas County School  
District 0001 (Omaha Public Schools) invites bids for:

### Student Transportation Services

**RETURN COMPLETED BID TO:**

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

Request for Proposal Title and RFP Number	26-035
Date of Issuance of RFP	April 3, 2026
Mandatory Pre-Bid Meeting	April 13, 2026
Deadline for Submission of Questions	April 27, 2026
Proposal Submission Deadline	May 11, 2026

Question Submission Box Email Address	<a href="mailto:transportationservicesbids@ops.org">transportationservicesbids@ops.org</a>
Bid Submission Box Email Address	<a href="mailto:transportationservicesbidsqa@ops.org">transportationservicesbidsqa@ops.org</a>
Microsoft Teams Meeting Phone Number	402-509-3892
Microsoft Team Phone Conference ID Microsoft Team Meeting ID	907 556 76# 24182444250035 (passcode a9ij2n95)
Address for in Person Bid Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

**Bid 26-035**  
**Student Transportation Services**

*TABLE OF CONTENTS*

COVER PAGE	Page <a href="#">i</a>
TABLE OF CONTENTS	Page <a href="#">ii</a>
SECTION 1: Bid Invitation	Page <a href="#">1</a>
SECTION 2: Service Specifications	Page <a href="#">2-23</a>
SECTION 3: Summary of Service Specifications	Page <a href="#">23-24</a>
SECTION 4: Bid Submission Information and Guidelines	Page <a href="#">24-29</a>
SECTION 5: General Terms and Conditions	Page <a href="#">29-35</a>
BID FORM:	Page <a href="#">36-40</a>
SIGNATURE PAGE:	Page <a href="#">41</a>
REFERENCES	EXHIBIT A
DATA PROTECTION AGREEMENT	EXHIBIT B
BOARD OF EDUCATION POLICY 3410	EXHIBIT C
BIDDER QUESTIONNAIRE	ATTACHMENT A

## 1.0 BID INVITATION

Douglas County School District (Omaha Public Schools) ("OPS" or "District") invites qualified vendors to submit bids to furnish Bus Transportation Services ("Services") as required by the District for District pupils and personnel. The Services to be provided will supplement the Services currently provided to OPS by Zūm Services, Inc., the District's existing contracted student transportation provider. The bid prices quoted in the bid shall be the only cost to the District for the Services provided and shall include all costs for equipment and equipment repair and maintenance, all employee wages and benefits, all building and facility costs, utilities, insurance, all taxes of any nature, all registration and licensing fees, all costs of management and administration and all other costs of any nature incurred by the vendor in providing the equipment and providing the required Services. The Services to be provided shall consist of furnishing: (i) school bus transportation and (ii) activity transportation, all as required for pupils and other persons designated by the District, to and from schools operated by District, and to and from other points as directed and is more particularly described in the Bid Documents.

For purposes of this Bid, the term "Bid Documents" include the following documents: Bid Invitation (Section 1.0), the Contract Specifications (Section 2.0), the Summary of Services Requirements (Section 3.0), the Bid Submission Information and Guidelines (Section 4.0), the General Terms and Conditions (Section 5.0), the Bid Form and Signature Page, Exhibit A -- References, Exhibit B -- Data Protection Agreement and Exhibit C -- Board of Education Policy 3410, the attached Bidder Questionnaire Form (Attachment A), and any Addenda issued prior to bid opening. The Bid Documents are not complete unless all of these documents are included. Bidders should review all the Bid Documents carefully before submitting a bid proposal since these Bid Documents, along with other documents that are referred to in the Bid Documents, will be incorporated into and will become a part of any Purchase Order or Contract (as hereinafter defined) between OPS and a successful bidder to provide the Services.

For purposes of review and evaluation, the box that is checked below will apply to the bid award or awards made under this bid. OPS further reserves the right to determine in its discretion if multiple awards are to be made, which portion of the bid is awarded to which bidder:

OPS will make multiple awards of various portions of the bid to multiple bidders.

OPS will award the bid to one bidder for all Services.

OPS will determine in its discretion at the time of its evaluation of the bids submitted for this bid, whether to make a single award to one Bidder for all Services or multiple awards to multiple bidders portions of the Services.

## 2.0 SERVICE SPECIFICATIONS

### 2.1 TRANSPORTATION SERVICES

Contractor agrees that it will supply to OPS, upon the execution of an Agreement with OPS, with the Services listed in Contractor's bid response that were awarded by OPS to Contractor.

The Services to be provided shall consist of furnishing: (i) school bus transportation and (ii) activity transportation, all as required for pupils and other persons designated

by the District, to and from schools operated by District, and to and from other points as directed and is more particularly described in the Contract Documents. Subject to the terms and conditions of the Contract Documents, Contractor shall provide the Services each school day during the Contract Term (unless sooner terminated as provided in the Contract Documents) (“Contract Term” is defined in Section 2.3 of the Service Specifications and “Contract Documents” is defined in Section 5.1. of the General Terms and Conditions that are a part of these Bid Documents)

Dependent upon school schedules, routes and load factors, the aggregate number of standard buses that District anticipates that it will need will range from an approximate low of fifteen (15) to a potential high of sixty (60) per school day. If the Services need to be changed, District reserves the right, however, to require Contractor to furnish a greater or lesser number of standard buses. All such transportation to be furnished by means of buses herein specified and at such time and places (first pickup - last drop-off) as shall be specified by the District. District reserves the right to change school hours, adjust starting times, increase, or decrease service, and to make periodic increases or decreases in the number and type of buses required. Interpretation of the requirements of the Contract with the Contractor will be made by the Superintendent and or his/her designee as to the Services performed and to be performed by Contractor. Equipment and services covered by the Bid Documents must initially comply with and shall continue to comply with all applicable laws, ordinances, and other legal requirements, including but not limited to, Title 92, Chapter 92, Nebraska Administrative Code, Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles (“NDE Rule 92”), and Title 92, Chapter 91, Nebraska Administrative Code, Regulations Governing the Driver Qualifications and Operational Procedures for Student Transportation Vehicles (“NDE Rule 91”), as issued by the Nebraska Department of Education and amendments thereto, along with the pertinent provisions of the Nebraska Motor Vehicle Code, OPS Board of Education Policies, the vehicle and traffic ordinances of the City of Omaha and the laws of the State of Nebraska as amended, during the entire Contract Term.

## 2.2 CONTRACTOR PERFORMANCE

Contractor agrees that it will perform and comply with all duties and obligations on its part to be performed as required by the Contract Documents. Contractor shall provide the designated Services utilizing a potential of up to sixty (60) standard buses each school day during the Contract Term to provide the Services. All such Services shall be provided in accordance with the terms and conditions of the Contract Documents and Contractor shall provide all labor, materials and equipment necessary to perform such Services. Contractor shall utilize the vehicles identified in its bid proposal to furnish the Services or other vehicles complying with the requirements of the Contract Documents and reasonably acceptable to District. No one else will be transported in, or ride in, a vehicle that is carrying District students under the Contract with Contractor other than the driver of the vehicle and District approved passengers.

## 2.3 CONTRACT TERM AND RATE

The term of the Contract with Contractor shall commence upon the completion of all of the following: (i) approval of the Contract by the District’s Board of Education; (ii) execution of the Contract by the parties; and (iii) delivery of the required insurance certificate to OPS by Contractor, and (iv) delivery of the executed Data Protection Agreement attached

hereto as Exhibit B, on or before the anticipated start date August 1, 2026. Unless terminated earlier pursuant to the terms of the Contract, the term of the Contract shall end on August 14, 2027 ("Initial Contract Term"), unless earlier terminated as hereinafter provided. OPS shall have the option to extend the Initial Contract Term for two (2) extension terms of one (1) year each (each an "Option Term") (the Initial Contract Term and the Option Term or Option Terms, if exercised, shall be collectively referred to in the Contract as the "Contract Term"). If exercised, the first Option Term shall begin on August 15, 2027, and end on August 14, 2028, and the second Option Term, if exercised, shall begin on August 15, 2028, and end on August 14, 2029, unless either are earlier terminated as hereinafter provided. All terms and conditions of the Contract with Contractor will apply to the Option Terms, other than the Contractor's charges for Services, which shall be as set forth in the Contractor's Bid Response. District will give written notice of its election to exercise any Option Term by written notice to Contractor given prior to the expiration of the Initial Contract Term or the first Option Term, as applicable.

During the Contract Term, Contractor will supply the those Services requested by OPS during the School Year and during each Summer School occurring during the Contract Term. During the Contract Term, OPS shall have the right require Contractor to furnish Services for the summer school session that follows any school year in which the Contract is in effect, in which event, Contractor shall furnish Services as required by the Contract Documents. For example, if the OPS does not elect to exercise either of the Option Terms, the Contractor may still be required to furnish Services as requested by OPS for the summer school session occurring in 2027.

#### 2.4 SCHEDULING

OPS will schedule all routes, in keeping with safety to school children, to deliver students in accordance with the requirements of the Contract Documents. The Contractor shall cooperate with OPS in maintaining a good public relations program with the community and news media so that any pertinent items affecting the transportation program or the patrons of OPS can be brought to the attention of the public. Vehicles shall be scheduled to arrive at school no earlier than 20 minutes and not later than 10 minutes prior to the start of class sessions, and pupils shall be picked up at school for the return trip home at the close of class sessions. Contractor shall operate routes according to instructions and time schedules provided by OPS.

#### 2.5 PAYMENT

2.5.1 Payment will be made by District to the Contractor monthly in arrears as charges accrue after receipt of properly documented duplicate invoices and statements. Any billing other than daily scheduled services must be billed separately and referenced to a DISTRICT ORDER NUMBER. Invoices requesting payment must be submitted in time to allow at least 10 working days prior to the next Board date for approval and processing for the next Board meeting. 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 circumstance.

2.5.2 After the District's Student Transportation Office provides Contractor with the regularly scheduled routes at the start of the Contract Term and at the start of each school year during the Contract Term, Contractor will assign each route the number of Basic Services hours for servicing each such route which will then constitute the "Base Schedule" hours for each such route. For the first four (4) weeks of school, the Base Schedule hours so determined for those routes will be the basis of charges for all regularly scheduled buses.

2.5.3 During the first four weeks of school in each school year during the Contract Term, Contractor and District will review each route and schedule. Differences between actual hours and established Base Schedule hours and mileages will be considered and adjustments shall be made as required to include increase or decrease the charges made during the said first four weeks to reflect the actual hours for servicing the routes.

2.5.4 Effective the first week of school in each school year during the Contract Term, the new Base Schedule hours will be in effect for billing. These figures will be reviewed every time a route or schedule is modified or changed in any way. Base Schedules and times will be computed as continuous, even though the shift may be split. Base Schedules and times are to be computed with allowance for any minimum midday charges indicated by Contractor in the Bid Proposal.

2.5.5 All time and mileage computations will be computed from initial point of pickup to last point of disembarkation at school in the morning, and from first point of departure from school in afternoon, to the last point of disembarkation of the last student in the afternoon. Midday runs will be computed on the same basis, with consideration of the above-mentioned midday charge for hours.

2.5.6 Charges for Contractor's services for student transportation services to District shall be based upon the schedule that will be attached to the Contract between the District and the Contractor as the "Bid Form," and will be based upon the bid response of the successful bidder.

## 2.6 EQUIPMENT:

2.6.1 District will inform Contractor, at the start of the Contract Term and also on or before August 1 of each school year thereafter during the Contract Term, as to the number of buses needed for such school year. In addition to such number, Contractor shall keep ample standby buses and equipment available (equal to at least 10 percent of Contractor's buses in regular service) to assure that uninterrupted service can be provided in the event of mechanical breakdowns or damaged buses. During the hours that pupils are being transported, standby buses and drivers shall be staged at strategic geographic locations to allow for prompt replacement of disabled or damaged buses and standby bus drivers shall have continual contact with Contractor's dispatch personnel. Standby buses shall meet the same requirements as buses assigned to regular runs. The District will also require same service for activity buses, hub stops etc. Rates for such service are indicated on the attached Exhibit "A".

2.6.2 In addition to the standby buses, Contractor shall also maintain an activity fleet of standard buses and drivers for District to be available from 2:00 p.m. to

5:15 p.m. each school day for each school year during the Contract Term in order to provide transportation for various school activities. In the event school dismissal times are changed during the Contract Term, then the availability hours for activity buses for the District will be adjusted accordingly. Drivers for standby buses will not be counted in determining if Contractor is maintaining drivers for all activity buses as required.

2.6.3 Notwithstanding any of the other provisions of this Section 2.6, in no event shall the total number of buses required to be provided by Contractor, including all of the buses used by Contractor for regular student transportation, the standby buses and the activity buses, exceed 60 in number per school day. To determine the allocation of the number of each category of bus in the bus fleet provided by Contractor, the number of buses to be used in regular student transportation shall first be allocated in full. Added to the number of buses in regular student transportation shall be 10% of that number for standby buses and finally the activity buses shall be added so long as the total number does not exceed 60 in number. For example, if the District needed 45 buses for regular student transportation, there would be 5 standby buses and 10 activity buses, for a total of 60 buses. However, if the District needed 55 buses, there would be 5 standby buses and no activity buses -- still totaling 60 buses. If the District needed 60 buses for regular student transportation, there would be no standby buses or activity buses provided.

2.6.4 The Contractor shall at its cost keep and maintain all buses in good operating and running condition, and in a clean and sanitary condition. To ensure that buses are in such condition, the Contractor will make the buses available in the Contractor's garage for inspection by the District for a minimum of two inspections annually. Contractor shall also perform pre-trip and post-trip vehicle inspections as required by Nebraska state law. Contractor shall provide for maintenance of the buses used under the Contract an adequate number of full-time qualified bus mechanics (either as employees or on a contracted basis) to inspect and maintain such buses so that the same are maintained at all times in the condition required. Contractor shall wash the buses at least every two (2) weeks. Contractor shall provide and utilize a vehicle management software system to manage the maintenance compliance of all buses, by providing for each bus real-time electronic notifications of driver inspections, manufacturer recalls, manufacturer service bulletins, required warranty work and required preventative maintenance, including reporting the date of performance of all such maintenance and repair work required. Contractor shall update the information in such vehicle maintenance software system daily as such maintenance and repair work is performed so that it remains current. Contractor shall provide District, by internet connectivity or other acceptable electronic means, with direct access to the vehicle management software system. Such vehicle management software system shall allow authorized District personnel to search the system at any time by assigned bus number for all maintenance and repair records to determine the condition and maintenance status of each bus.

2.6.5 In addition to the annual inspections described in Section 2.6.4, the District may inspect bus vehicles used for District's transportation program at any time to ensure that all bus vehicles are maintained in a clean and sanitary condition.

Inspection will be conducted at a specific school during a regular run. Dates and times of such inspections will not be posted in advance.

2.6.6 Contractor shall maintain an approved preventive maintenance program which provides for a complete(?) inspection of each bus every thirty (30) days. The program used must be approved by the District or its designated representative.

2.6.7 In the event, at any time, District determines that Contractor has not timely performed any required preventive maintenance in accordance with the preventative maintenance schedule for such bus, or has not maintained any such bus as required, or has not kept such vehicle clean and sanitary, or determines that any such bus has not been maintained, is unsafe, or does not comply with applicable laws, ordinances, regulations, or the Contract, then, in addition to all other remedies for default provided under the Contract, District may require that such bus be removed from service by the Contractor. In such event, Contractor shall not return such bus to service until all such deficiencies have been corrected to the satisfaction of the District. In addition, if Contractor is unable to service a route because of the removal of a bus from service as provided herein, Contractor may be subject to liquidated damages or route withdrawal pursuant to Section 2.6.8 hereof.

2.6.8 In addition to removing a bus from service, District shall deduct from amounts due Contractor under the Contract the sum of \$50.00 per day per bus for each day that the Contractor fails to perform preventive maintenance on a bus as required by the Contractor's preventive maintenance schedule. Such deductions shall be made by District from any amounts due Contractor under its Contract with the District. Contractor shall furnish with its monthly request for payments, a list of buses upon which scheduled preventive maintenance was performed during the period for which payment was requested, and a list of buses that Contractor failed to perform scheduled preventive maintenance or where such preventive maintenance was not performed at the time required by the preventive maintenance schedule. Such lists will be signed by Contractor's manager who shall attest to its accuracy.

2.6.9 The Contractor shall assign to each vehicle an "Identification Number" to be carried or marked by six (6) inch numerals painted on both front cowls and on the rear door of each bus. Contractor shall furnish District with the description of such vehicle and number at the start of the Contract Term and thereafter prior to August 1<sup>st</sup> of each year. Contractor shall not use any markings or lettering which identifies such vehicles or equipment with or as operated by District. Standby buses being used on regular routes shall have correct route numbers displayed on the right side of bus that are viewable from outside of the bus, using changeable bus signs, route changer or magnetic bus number signs.

2.6.10 The maximum age of any bus used to perform services under the Contract with Contractor shall not exceed twelve (12) years, which age will be determined as of August 15, 2026, and on each August 15<sup>th</sup> thereafter. The average age of the bus fleet providing services for the District, including buses in regular service and standbys, shall not exceed eight (8) years determined as of August 15, 2026, and on each August 15<sup>th</sup> thereafter during the Contract Term. Any replacement buses

shall be the same or newer model year of the bus being replaced. The buses provided by Contractor shall have the following capacities:

.1 At a minimum, 15 buses shall have a capacity of at least 71 passengers (excluding the driver).

.2 All other buses shall have a capacity of at least 65 passengers (excluding the driver), provided, however, that Contractor may utilize buses with capacity of less than 65 passengers on any route where the number of students to be transported does not require a bus capacity of 65 passengers. In the event Contractor chooses to utilize two or more buses with less than a 65-passenger capacity minimum on a route that could have been serviced by a single larger bus, Contractor shall only charge for one bus.

2.6.11 All buses shall comply with all vehicle specifications and equipment requirements set forth in the Contract Documents. All buses must comply with all applicable Federal and State laws, rules and regulations for operations of buses, school buses and motor vehicles in the State of Nebraska. Buses provided herein shall also meet or exceed the requirements and standards set forth in NDE Rule 92 and all amendments thereto becoming effective during the Contract Term, and shall meet or exceed any other laws, rules, or regulations of any governmental or administrative body having jurisdiction over said standards. Contractor shall not be allowed to use any buses with Carpenter bodies in the performance of transportation services. All updates and revisions of any applicable law, rule, or regulation applicable to the Services provided by Contractor to District shall be complied with immediately.

## 2.7 ANCILLARY REQUIRED EQUIPMENT

2.7.1 All vehicles operated by Contractor shall be equipped with an immediate means of communication to the Contractor's base of operations by a two-way radio network system licensed by the Federal Communications Commission. The wattage power of the base station and the mobile radio units shall be sufficient with 100 percent operability within the boundaries Douglas, Sarpy and portions of Lancaster and Washington Counties from the transmitting tower or towers. Contractor shall also provide a method of immediate emergency communication with Contractor's base of operations to all drivers of buses that are transporting students of District outside such designated county area. Such method of communication may be separate from the Contractor's two-way radio network system.

2.7.2 The Contractor shall also maintain a minimum of one (1) spare mobile two-way radio units capable of communication with all drivers of buses to ensure that communications capability shall be readily available at all times. One receiver unit shall be provided to the District Transportation Officer without charge for monitoring purposes.

2.7.3 As a part of the two-way radio network system required in Section 2.7.1, Contractor shall also provide and operate an emergency communication channel to allow communication from Contractor and the District to one or more specific

buses. This emergency channel will allow for communication with such buses without other communications traffic interfering with such emergency communications.

2.7.4 At the request of the District and at no additional cost, Contractor will provide to the District's Executive Director of Student Transportation a mobile communications device of his or her choice to enable such Director to maintain mobile communications with Contractor.

2.7.5 Contractor shall equip all buses used on District routes with a minimum of three (3) digital video cameras (front to back; back to front and a driver facing camera) and digital recording devices, to record images from the three cameras. The cameras shall be capable of providing clear color video recordings of the entire interior of the bus, reasonably free of distortion and vibration from operation of the bus, with simultaneous audio recordings, and shall be capable of recording the entire daily trip (morning and afternoon) without overwriting any previously recorded information from that trip. The video recording system shall have the ability to blur out student faces. The video recording shall also accurately display the date, time of recording, and bus number. The video recorder shall have a heating system to avoid the accumulation of moisture to remain operable during cold weather. Video cameras and equipment should be mounted and protected in a manner to discourage tampering or access by unauthorized personnel and to prevent damage to the video cameras and equipment. Contractor shall be the owner of all such equipment and shall always keep the equipment in good operating condition and repair. Video images and audio recordings shall be stored in a removable computer hard drive with a minimum storage capacity of 320 gigabytes per unit or other equivalent media storage system that is acceptable to District and that is compatible with the District's existing equipment to allow for replay of such video and audio recordings by District. The video camera will be capable of recording immediately after ignition and for a minimum of 15 minutes after the bus is shut-off. Each bus will be equipped with an emergency incident button. Contractor shall retain copies of all video and audio recordings for at least 30 days after recording, and Contractor shall deliver to District at no cost to District, any removable hard drive or other approved media storage device containing video and audio recording requested by District within one (1) hour after the end of the route for that particular bus, or within one (1) hour after the request is made if that particular bus is not out on a route at the time the request is made. Contractor shall maintain an adequate inventory of removable hard drives or other media storage systems used by Contractor under the Contractor's Contract, so that requests by the District for video and audio recordings will not impair the ability of Contractor to operate its video and audio equipment on all buses. Contractor must provide video upon request by the District using that route without charge to that District.

2.7.6 Contractor and District expressly acknowledge that the video and audio recordings made by Contractor are considered by District to be student information and subject to protection. Contractor further acknowledges that the District has implemented policies and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that Contractor and its employees and agents are subject to such policies and guidelines and will comply with the same. Any such student information that Contractor, its employees or agents, receives, regardless of what form the student

information may be in, is confidential and may only be used for providing services under the Contract with Contractor. Contractor agrees to maintain the confidentiality of student information under the Contractor's Contract and further agrees not to disclose any such student information gained during the course of providing services under the Contract to any person or entity without the prior express written agreement of the District. Contractor shall also be required to sign the District's Data Protection Agreement, which is attached as Exhibit B to the Bid Documents. See Section 2.16.2. In the event that requests for such student information are received from any law enforcement agency, such agency shall be first referred to the District.

2.7.7 District buses must be equipped with GPS equipment that provides real-time notification of all bus operations by bus number and bus route while those buses are providing student transportation services for District. District must be provided direct electronic access to the GPS system by internet connectivity to that District can also track in real-time the location and movement of any such bus. Contractor shall be responsible for purchasing, installing, and maintaining all necessary equipment on each vehicle and all other equipment and software required for the operation of the GPS system and for District connectivity. Contractors are responsible for the cost of cellular airtime to transmit data from the buses to Contractor. During the Contract Term, Contractor must ensure the GPS equipment is at all times fully operational and is kept in good condition and repair and that all software is kept current with all updates and upgrades.

The GPS System provided for District buses by Contractor must provide at least the following functionality:

- .1 Provide real-time tracking of actual bus performance;
- .2 Compare actual performance with targeted goals and schedules;
- .3 Provide a dispatch dashboard with alerts and computer-assisted support to ensure proactive information-based dispatching;
- .4 Provide verification that routes have been dispatched on schedule and completed on-time; and
- .5 Provide data for maintenance purposes by utilizing GPS engine diagnostic capabilities.

2.7.8 Contractor shall provide a free downloadable app, downloadable and usable by iPhones and android devices, which will allow all parents of students being transported by Contractor to be able to track in real time the location of the bus that is transporting their student or students. Contractor will assist District in the implementation of the app with parents and instructions for its use.

2.7.9 Contractor shall provide, at its expense, the following systems and equipment to enhance safety and reliability and shall maintain such programs, or functionality equivalent programs, during the Contract Term:

.1 A system to provide real time bus location information. A process that alerts for excess speed and idling, electronic pre and post trip inspections and automated shop work order generation. Information from such system regarding any bus of Contractor will be made available to the District for those buses used to provide services the District at District's request.

.2 An electronic system to provide an electronic reminder to the driver to reduce the chance of an unattended child being left on a bus. The system must require the bus driver to walk to the rear of the bus to check the bus for any children remaining on the bus prior to the driver exiting the bus. The system must be located in a position that requires the driver to walk to the rear of the bus to in order for the driver to initiate an electronic signal on the system to verify that the driver made such inspection. The system must activate an audible alarm if the driver fails to initiate the electronic signal at the rear of the bus. The system shall not permit the driver to turn off or otherwise deactivate or disable the system.

.3 A system to provide on-board motion detection and an alarm audible outside the bus to ensure no one is on or enters a bus that is secured.

.4 A vehicle management system to provide on-line electronic notification and manage maintenance compliance with driver inspection, manufacturer recalls, manufacturer service bulletins, warranty work and preventative maintenance as provided in Paragraph 2.6.4 hereof.

.5 On-line driver maintenance software to manage driver qualifications to ensure on-going compliance with local, state, and federal laws and regulations and the requirements of the Contract

## 2.8 PHONE SYSTEM & COMPUTERS:

2.8.1 Contractor shall install and maintain, at its expense, all appropriate computer hardware and software to enable District to have complete remote access to Contractor's software applications and data pertaining to the Contractor's operations for District, including GPS information, bus tracking information and student tracking information. Contractor shall keep all of its computer hardware and software current with the most recent software updates and upgrades at its cost. Contractor must have reliable high-speed (broadband or DSL) internet connectivity to allow remote access by District. All of Contractor's computers and computer networks shall be adequately secured to protect District and Contractor information from unauthorized access and to protect the integrity and reliability of the systems, including the installation of firewalls and the latest versions of anti-virus software and services and such other commercially reasonable security procedures.

2.8.2 While providing services to District, Contractor must provide, at its expense at each bus terminal serving District, a minimum of one separate business phone line that will be answered by staff on a timely basis for schools, parents, and community members to contact with questions or concerns regarding student

transportation, as necessary. Contractor must maintain a call log of phone calls received. From 6:00 a.m. to 6:00 p.m. on school days, Contractor must have sufficient staff to answer promptly all of the incoming telephone lines. Contractor's phone system must allow for unanswered calls to roll-over to the District's Transportation Office or District's call center when Contractor's incoming telephone lines are all busy. After 5:00 p.m. and until one hour after all transportation services for Contractor have ceased for the day, Contractor must provide telephone answering services staffed by Contractor's employees or staffed by a telephone answering service to respond to calls from parents and community members. At Contractor's election, Contractor may contract at its cost for telephone answering services to fulfill any of Contractor's telephone answering obligations with a reliable, experienced, and locally based answering service that is acceptable to District, but use of any such service shall not relieve Contractor of its obligation under the Contract to provide adequate telephone answering services for schools, parents, and community members.

## 2.9 NO DEFECTIVE EQUIPMENT

In the event, at any time, District determines that Contractor has not timely performed any required preventive maintenance in accordance with the preventative maintenance schedule for any vehicle, or has not maintained any such vehicle as required, or has not kept such vehicle clean and sanitary, or determines that any such vehicle has not been maintained, is unsafe, or does not comply with applicable laws, ordinances, regulations, or the Contract, then, in addition to all other remedies for default provided under the Contract, District may require that such vehicle be removed from service by the Contractor. In such event, Contractor shall not return such vehicle to service until all such deficiencies have been corrected to the satisfaction of OPS. If Contractor is unable to service a route because of the removal of a vehicle from service as provided herein, Contractor may be subject to liquidated damages or route withdrawal pursuant to Paragraph 2.20 hereof. If the vehicle is defective liquidated damages of \$50 per day per defective vehicle will be assessed.

## 2.10 DRIVER QUALIFICATIONS AND TRAINING

2.10.1 The Contractor shall provide qualified drivers for each vehicle employed, together with a minimum of 10% standby driver reserve. Each driver shall have a current valid Commercial Driver's License ("CDL") with a Nebraska school bus "S" & "P" Endorsement. Each driver shall be trained and licensed in accordance with NDE Rule 91 and NDE Rule 92 and any amendments thereto, and in accordance with all applicable federal rules, regulations, and guidelines and amendments or supplanting enactments thereto. The District may request that any of Contractor's drivers to produce his or her CDL license and proper bus driver endorsement at any time.

2.10.2 Standby drivers must be as capable and experienced drivers and must have no less than one year of recent bus driving experience for Contractor. Contractors may not count Field Supervisors or dispatch staff as standby drivers. Contractors must ensure that standby drivers are dispatched in a timely manner to ensure all bus stops are picked up on time.

2.10.3 Contractor shall provide District with a copy of its Employee Handbook or other written guidelines pertaining to driver employment. Contractor's Employee Handbook and written guidelines must be, at a minimum, consistent with the requirements of the Contractor's Contract.

2.10.4 Contractor shall investigate the driving record (including driving offenses and accidents) of all drivers and driver applicants and shall also perform adequate background checks on all employees and applicants for employment (both drivers and non-drivers) to determine if such employees and employee applicants are suitable for their respective positions. Background checks must comply with Board of Education Policy Number 3410, attached hereto as Exhibit C. Background checks shall also include a criminal history check for the past seven (7) years in any county and state in which employees have resided and federal criminal history check, a nation-wide sex offender check, a child and adult abuse and neglect check in any state and county which employees have resided, social security number and name trace, a multi-court jurisdictional database, global watch, motor vehicle records search, and public records check for the past seven (7) years. The sexual offender check must include but is not limited to a check for drivers on the Nebraska State Patrol Sex Offender Registry and the United States Justice Department DRU Sjodin National Sex Offender Public website. Contractor shall also meet all requirements for drug and alcohol testing promulgated under applicable governmental law, ordinance, or regulation, including but not limited to all Federal Department of Transportation and Federal Highway Amendment requirements pertaining thereto, including all amendments thereto. Such background checks shall be performed on all applicants for employment before hiring and shall be conducted annually for existing employees. District may request at any time to audit the background check information for Contractor employees engaged in providing transportation services for District. If it is determined that the background check results are insufficient or do not comply with Contract requirements, the District performing the audit may require removal of the employee from servicing the District, including driving for its routes.

In addition to the foregoing:

.1 Each driver shall have knowledge of the operation of the mobile two-way radio and the federal regulations concerning its use.

.2 Prior to actual services on any District route, all drivers must have a valid and current "level 1" / "level 2" training on file with Nebraska Department of Education along with a CDL and applicable endorsements as required by law and undergo an annual physical examination including screening for drug and alcohol use by a District approved laboratory.

.3 The Contractor shall have full responsibility for student transportation as a specialized function, the essence of which is for students to be transported regularly, promptly, safely and without interruption or incident. Contractor acknowledges that the interests of the students take precedence over the interests of the Contractor, the Contractor's drivers, and other personnel. Drivers and all other persons coming in contact with students shall be of stable personality and of good moral character. District places upon Contractor full responsibility to ensure

such qualities in those persons. To the best of its ability, Contractor shall not allow any person to drive a school bus whose behavior or character might result in improper performance of his or her work or subject the students to improper driver conduct, whatsoever, nor shall the Contractor allow any person to drive a school bus who is not at the time physically fit and physically qualified to perform such service. There shall be no use of vulgar, profane, or abusive language or gestures by any driver. Drivers shall not harass any student, any employee of District or any parent or guardian of a student and shall not engage in any inappropriate physical or verbal conduct made on the basis of the person's gender, gender identity, gender expression, citizenship status, economic status, veteran status, political affiliation, sexual orientation, race, color, age, religion, national origin, marital status or disability.

.4 Prior to actual service as a driver on any District route, each employee of Contractor must complete a training course approved by the District and provided by the Contractor. Such training course shall be at least 40 hours in duration and shall include instruction in school bus safety, student discipline, identifying unusual passenger behavior, harassment and bullying, human relations (including anti-harassment and discrimination training), communicating with parents and school staff, defensive driving, use of all equipment including two-way radio, other communication equipment and the student tracking application, vehicle maintenance and pre-trip and post-trip inspections, first aid, use of fire extinguisher, emergency and accident procedures, conducting evacuation drills, map reading and city street coordinates, Nebraska traffic laws, and orientation in the policies of the appropriate District. Drivers who have successfully completed this training course while employed by the prior student transportation provider to District shall not be required to re-take the course but will be required to attend training regarding any changes in equipment, in driver performance requirements and procedures and in District requirements that have occurred since the previous course such driver had attended. Contractor shall be responsible for providing the District with reasonably satisfactory documentation of the successful completion of such course for any driver who claims to be exempt from taking the course due to prior course completion as well as completion of any required additional training. Drivers shall also receive behind the wheel school bus driving instruction and shall be required to pass the state driving test for school bus drivers prior to driving a school route. The Contractor's management team will be required to attend a one-day transportation retreat conducted by District, which is scheduled to be held in Omaha, Nebraska.

.5 All drivers shall participate in a four (4) hour human relations workshop to be conducted by the Contractor and the District prior to the opening of school each year. Contractor shall ensure that all drivers attend this prescribed training prior to operating a bus for District.

.6 All drivers shall be completely familiar with their routes prior to actual route operation with students on board. Drivers shall be required to perform at minimum two dry-run test drives of their District designated final

route before the school year begins. Contractor must coordinate date with the District on at least one (1) dry run so that the District can have staff available at each school served during such dry runs to assure proper bus arrival and departure procedures.

.7 Drivers shall be neat, clean, and always appropriately dressed, consistent with District's then current dress code standards. Contractor will be furnished with a copy of the dress code standards prior to the start of each school year during the Contract Term. All drivers must wear shoes appropriate for driving; for example, spike heels and thong or clog type shoes are not appropriate. All drivers shall wear a picture identification card while operating a bus. This card shall be attached to the right front side, approximate mid-chest level, of the outer garment worn and shall be always visible to students and other personnel entering the bus. Drivers will also always wear while operating a bus an ANSI high visibility safety vest.

.8 The responsibility for hiring and discharging Contractor personnel shall rest entirely upon the Contractor, and the Contractor agrees that it shall not enter into any agreement or arrangement with any employee, person, group or organization which will, in any way, interfere with the Contractor's ability to comply to the full extent of the Contract with District and the requirements contained herein. The Contractor further agrees that the Superintendent, or the designated representative of the Superintendent, shall have the right to REQUIRE removal by Contractor of any person or driver, who, in the opinion of the Superintendent, or his or her designated representative, is not qualified for or satisfactorily performing the responsibilities of the position held or to operate a school bus for service to the standards required by the District.

## 2.11 DRIVER CERTIFICATION

2.11.1 Immediately prior to the start of each school year during the Contract Term, Contractor shall furnish to District in writing a list of all drivers (including standby and activity drivers) and its certification as to each such driver as to the following:

.1 Each driver has a current and valid Commercial Driver's License (CDL) and has a current annual physical examination including urine screening by a District approved laboratory.

.2 Background checks required by the Contract have been completed for each driver and nothing has been disclosed in any such background checks that would disqualify the driver from serving on District routes as a bus driver under the Contractor's Contract with the District or under applicable law.

.3 Each driver has completed the four (4) hour human relations workshop to be conducted by the Contractor and the District.

.4 Each driver has completed at least two dry runs of their routes.

.5 The work eligibility status of each driver has been determined and confirmed as required by the Contract.

2.11.2 Contractor shall furnish to District updates of such certification monthly thereafter during the Contract Term for all drivers on District routes that were newly hired by Contractor since the last certification from Contractor, and to update any information for any drivers previously reported where the information has changed.

## 2.12 DRIVER PAY AND BENEFITS

2.12.1 Contractor shall pay its drivers no less than \$27.00 per hour for the Initial Contract Term. These minimum hourly rates shall be exclusive of any benefits provided. Drivers will be guaranteed payment of wages for a minimum of four (4) hours per day for every day that such driver provides transportation services to District. If the option to extend the Contract Term is exercised, the hourly rate for the first option year shall be not less than \$ 28.00 per hour, exclusive of any benefits and for the second option year shall be not less than \$ 29.00 per hour, exclusive of any benefits.

2.12.2 During the Contract Term, the Contractor shall provide for all drivers a minimum of two (2) paid holidays for each school year. Contractor shall also maintain during the Contract Term those other employee benefits specified in Contractor's Bid response.

## 2.13 DRIVER SAFETY

2.13.1 Contractor shall comply with all requirements of Nebraska laws governing the safe operation of school bus equipment and training of personnel as it relates to the safety of students transported for the District under its Contract with the District.

2.13.2 Route times shall be scheduled through mutual agreement between the District and the Contractor to provide for semiannual emergency exit drills.

2.13.3 The Contractor shall employ at least one full-time training and safety instructor who will also personally travel each route with the assigned driver at least once each year to survey the driver's performance, route hazards, and equipment efficiency.

2.13.4 The Contractor shall implement a Safety Program which will include, but not be limited to, regularly scheduled monthly meetings for drivers. Contractor will conduct a minimum of eight (8) driver training meetings each school year with mandatory attendance of drivers or any other training required by the District.

2.13.5 Rosters of drivers scheduled to attend safety meetings, together with the agenda of matters to be covered, shall be submitted to the District by the Contractor at least five to ten (5-10) days prior to each meeting. Such meetings may be scheduled at dates, times, and places at the discretion of the Contractor. District personnel may attend any such meetings if they so desire.

2.13.6 Contractor shall immediately remove any driver from providing Services here under if Contractor becomes aware of circumstances that would render a driver unfit to safely transport students. Contractor further agrees that OPS shall have the right to require removal by Contractor of any driver who, in the opinion of OPS, is not qualified for or is not satisfactorily performing the responsibilities of a driver to the standards required by the Contract with OPS.

## 2.14 STUDENT DISCIPLINE

The Contractor shall recognize its responsibility to the District for the maintenance of proper pupil discipline as an inherent factor to the safety of all persons aboard a school bus. The driver is to be primarily a reporting agent, only, and is not to perform physical acts of discipline.

The following guidelines (among others) shall be of assistance to drivers employed by the Contractor in determining procedures to be followed in maintaining acceptable pupil discipline.

2.14.1 Bus drivers shall have delegated responsibility for maintaining proper discipline on their bus.

2.14.2 Pupil behavior problems which develop on the bus will be reported through issuance of a pupil conduct report, to the principal for disciplinary action.

2.14.3 The principal will counsel and work with pupils who have been referred by the driver in much the same way that he or she works with classroom referrals.

2.14.4 After the parents have been advised that a pupil has been a disciplinary problem on the bus, the principal may remove a pupil from the bus for a short period of time. If behavior problems persist, the principal may remove a pupil from the bus permanently. Parents are to be notified by the principal in writing and provided an opportunity for a hearing on the matter with the principal.

2.14.5 The bus driver is not authorized to remove pupils from the bus. If a pupil is endangering the safety of other riders, the bus driver should stop the bus and call for assistance. Contractor shall notify the District as soon as possible.

2.14.6 Assessment of penalty for violating rules will be the principal's responsibility.

2.14.7 Contractor shall provide District's approved student discipline forms to be used by drivers.

2.14.8 Contractors shall provide for meetings of individual drivers with school authorities as requested.

## 2.15 LEGAL COMPLIANCE

Equipment and Services covered by the Contractor's Contract must initially comply with and continue to comply with the Contract Documents, all applicable laws, ordinances, and other legal requirements, including (among others) NDE Rule 91, NDE Rule 92, and

amendments thereto, the pertinent provisions of the Nebraska Motor Vehicle Code, OPS Board of Education Policies, motor vehicle and traffic ordinances of the City of Omaha, and the laws of State of Nebraska, as may be amended during the Contract Term. In submitting its bid proposal and in entering into a Contract with the District, Contractor certifies and represents to the District 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.

## 2.16 CONFIDENTIALITY:

2.16.1 The parties recognize that in the performance of services contemplated herein each party hereto may disclose to the other confidential, proprietary, business, and other information. Each party agrees that it will not release any confidential information regarding any aspect of the other party's transportation activities. Each party further agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of any confidential proprietary information. Without limiting the foregoing, each party shall take at least those measures that it takes to protect its own most highly confidential information. Except for as expressly permitted herein, each party shall not make any copies of confidential proprietary information unless the same are previously approved in writing by the other party. Each party shall immediately notify the other in the event of any unauthorized use or disclosure of confidential proprietary information. Information pertaining to youth and families shall be kept private to the maximum extent possible and revealed only as necessary to fulfill the contract obligations or as required by law.

2.16.2 In addition to the foregoing, Contractor shall enter into a Data Protection Agreement with District relating to the gathering and use of student data, attached hereto as Exhibit B. Contractor expressly acknowledges that all student information not designated by District as "directory information" is considered private and subject to FERPA protection. Any student information that Contractor, its employees or agent receives is confidential and may only be used for providing services under the Contractor's Contract with OPS.

## 2.17 INDEPENDENT CONTRACTOR, NO AGENCY

It is the intention of the parties that Contractor will be an independent contractor and not an employee, agent, joint venturer or partner of District. Nothing in shall be construed as creating the relationship of employer and employee between District and Contractor or between District and any employee or agent (if any) of Contractor. The Contractor's Contract with the District is not exclusive; Contractor shall retain the right to perform services for others during the Contract Term, and District shall retain the right to obtain the same or similar services from others. Contractor may at his own risk employ other individuals or agents to assist Contractor to perform its Contract, and District may not direct or control such employees or agents. The Contract does not, in any way, create a principal-agent, partner or joint venture relationship between the parties. Neither party has any right to bind the other.

2.18 RECORDS AND ACCIDENT REPORTS

Contractor shall be required to provide those reports and records deemed necessary by the District for proper knowledge of, and evaluation of, the transportation services provided to the District. Contractor shall notify the District Transportation Office and schools involved immediately by telephone of any vehicle accident or student injury. Contractor shall forward to the District, within 24 hours of each accident involving injury, a written report describing all details of such accident. All other accident reports shall be submitted within 48 hours.

2.19 LIQUIDATED DAMAGES

On or after September 1 of each school year during the Contract Term, if Contractor is late in performing a service (including athletic charters, field trips and activity runs), adjustments to the charge for that service will be made. Except when caused by traffic congestion or discipline problems, Contractor will be charged late charges as follows for late buses:

10 minutes to 19 minutes late	\$50.00 charge per late bus
20 minutes to 29 minutes late	\$75.00 charge per late bus

Should a trip be late for 30 minutes or more or should a trip be missed entirely, Contractor shall be charged an amount equivalent to 1.5 of the daily contract rates for the trip. In the event Contractor utilizes a single bus to cover two routes ("doubled route"), District shall only be charged for one route. The other route will be considered a "missed trip." The Contractor shall report daily to the District as soon as reasonably practical, all missed, late and doubled routes. All charges against Contractor shall be deducted from any monthly Contract payments due Contractor under the Contractor's Contract. Contractor shall immediately notify District and the school involved in the event of delay. If pupils are missed as a result of the bus being off schedule, the Contractor agrees, at its own expense, to pick up and deliver missed pupils in a timely manner. The late charges set forth herein are in addition to all other remedies that District has in the event of default.

Additional Liquidated Damages:

Additional liquidated damages may be imposed for lack of service or other infractions, as listed below. The amount for each instance is listed. Contractor may be assessed liquidated damages for more than one infraction on a single route if there is more than one infraction on that route. One or more of the liquidated damages may apply to any one route. Liquidated damages will not be imposed for situations that the District determines were beyond the control of the Contractor, including, but not limited to, accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets. The final decision relative to imposing any liquidated damages will be made by the Director of Student Transportation or his/her designee for the affected District and will be based on his/her investigation of the circumstances of each incident.

Infraction	Liquidated Damages
Failure* to perform any or all portions of a route (includes athletic charters, field trips and activity runs). Arriving at school 10-19 minutes late (after Sept 1) Arriving at school 20-29 minutes late (after Sept 1)	\$50
Late 30 minutes or more, and/or Contractor will be assessed liquidated damage for the missed trip.”	1.50 x Route trip cost
Leaving bus unattended with students on board.	\$1,000
Failure to report an accident or incident to the Division of Transportation and/or school official within 30 minutes of the accident/incident	\$200
Driver operating a route without the most current rider list.	\$50
Driver use of tobacco or vaping products (anytime) or use of cell phone, headphones, Bluetooth device, etc. while students are on board and operating the bus.	\$100
Discharging riders at unauthorized stops (i.e., allowing pupils to go into a store).	\$100
Driver operating a vehicle without current bus credentials.	\$200
Driver cited for speeding while students are on board.	\$500
Driver driving a bus while impaired by any substance, regardless of whether a citation was issued.	\$500
GPS not working on a bus for more than 2 days	\$100

These liquidated damages are charged to the Contractor and are not in lieu of any disciplinary action against Contractor's employee or removal of Contractor's employee, as provided for in the Contract. Liquidated damages will be credited to the District and deducted from the Contractor's invoice amount on the next applicable billing unless otherwise directed by the District.

**2.20 WITHDRAWAL OF ROUTES:**

If the Contractor fails to perform on any route of OPS for a total of five (5) school days in any thirty (30) calendar day period beginning from the first day of each school year, OPS may, without terminating the Contract, withdraw the route from Contractor and utilize a substitute contractor to serve such route for the remainder of that school year.

## 2.21 UNSCHEDULED SCHOOL CLOSING

District shall not be obligated to accept or pay for standby services of the Contractor for the District on those days when the District's schools are closed to insure the health or safety of the pupils. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Superintendent or the designated representative of the Superintendent, for student transportation services for the District. If schools are closed, the District may suspend student transportation services and will not be obligated to pay and will not have any liability to Contractor for any such suspended services when such school or schools are closed due to fire or other casualty loss or damage, flood or other weather conditions, Pandemics, school-district related strikes, acts of God, riots, war, picketing, civil commotion, terrorism or any other conditions requiring that the school or schools not operate as determined in the judgment of the Superintendent. Contractor understands and agrees that the District will determine whether to close schools or dismiss students early due to inclement weather. Contractor shall operate and provide student transportation services during snow or ice conditions and will provide for appropriate equipment and trained personnel and will implement alternate bus routes as necessary and approved by the District under such conditions. When the District determines schools will be open in that District even in inclement weather conditions, Contractor will provide student transportation services. Each contract year, during the first week in October, Contractor will provide to District a list of precautions the Contractor has taken to ensure bus performance, phone coverage, electric heaters, snowplows, maintenance work contracts, sources of fuel, late shift mechanics and other information necessary to demonstrate that Contractor will be able to service bus routes during inclement weather.

## 2.22 FORCE MAJEURE

The parties to the Contract shall be excused from performance hereunder during the time and to the extent that they are prevented from performing in the customary manner by act of God, fire or other casualty, strike, pandemic, loss of transportation facilities, lockout, unavailability, or commandeering of materials, products, plants, or facilities by the Government, or rationing or limitation of use of materials or products, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing, provided, however, that in the event Contractor cannot fully perform its services hereunder due to any of the causes enumerated in this Paragraph, District may, without terminating the Contract and so long as Contractor cannot provide such full service, provide such services to the District by another contractor or arrange for such services to be provided by the personnel of the District, and the cost thereof shall be deducted from any amounts due or to become due to Contractor during the term of the Contract. In the event the cost of such substituted services exceeds the amount due or to become due Contractor, then Contractor and Contractor's surety shall reimburse the District for the excess cost of such substitute services. Such substitute service shall not relieve Contractor of its obligation to provide such services with its own personnel and equipment after such cause no longer exists

## 2.23 FUEL USED BY CONTRACTOR

It shall be the sole responsibility of the Contractor to contract for the provision of fuel, storage tanks as needed, and all related equipment for all buses used in performing the student transportation requirements of the Contract.

## 2.24 LOCATION OF CONTRACTOR'S FACILITY

During the Contract Term, Contractor, while performing the requirements for transportation specified by the District, shall operate buses from a minimum of one bus terminal facility located within the boundaries of the District. The facility shall be located in such locations to permit Contractor to respond to an emergency with a maximum response time of twenty (20) minutes after being dispatched. Location of any such facility shall be subject to approval of the District and may be changed only upon approval of the District. If Contractor is performing repair, maintenance, or cleaning of buses with its own employees, each of Contractor's facilities shall include adequate work bays for bus mechanics, adequate bus washing facilities and other facility as are necessary to inspect, repair, maintain, and clean the buses. If Contractor is contracting for repair, maintenance, or cleaning services, then the third-party contractor performing such services should have adequate facility for that purpose. Within thirty (30) days after the execution of the Contract with Contractor, the District shall be entitled to inspect Contractor's facility and the facility of any third-party contractor, or, if such facility is not yet completed, Contractor shall provide the District with its plans and specifications for such facility within such thirty (30) day period and shall complete the construction of such facility prior to the initiation of bus service.

## 2.25 MINIMUM STAFFING BY CONTRACTOR

To assure the District of responsible service for transportation activities, the Contractor shall employ and maintain a local management group qualified to perform assigned duties. Such assignments shall include but not be limited to a manager responsible for the overall operations at all facilities, an administrator of operations for each facility, an administrator of safety and training for each facility, and a dispatching staff. Contractor shall provide an adequate number of service supervisors (in addition to personnel outlined above) to provide readily available supervision in all areas of the District. Maintenance program requirements shall be directed by a person experienced in the school bus mechanical repairs field.

## 2.26 OTHER SCHOOL GROUPS

From time to time, various OPS school groups, athletic teams, and other OPS organizations may request service from the Contractor. Such requested services are to be billed directly to the group or organization requesting such service and NOT TO THE DISTRICT unless approval has been given PRIOR to the date of service by the authorized District representative.

## 2.27 IMPLEMENTATION OF SERVICE

Contractor, within thirty (30) days after award of the Contract, shall furnish to the District with a Time Line Schedule detailing the following:

- 2.27.1 Acquisition of equipment;
- 2.27.2 Acquisition of facilities;
- 2.27.3 Hiring of supervisory personnel;
- 2.27.4 Hiring and training of drivers and mechanics;
- 2.27.5 Driver route orientation; and
- 2.27.6 Contractor field service personnel assignments.

## 2.28 SERVICE ADJUSTMENTS TO THE NUMBER OF VEHICLES

District reserves the right at any time during the Contract Term, to order the services of MORE or FEWER bus vehicles, each with a driver, than the estimated numbers recorded herein and to revise the numbers of pupils assigned to each bus vehicle and the schools to be served as conditions require. If the number of buses is reduced below 15 buses, then the applicable add-on rate stated on Exhibit "A" for decreased quantities of buses shall apply. If the number of buses increases to above 60 buses, then the applicable deduction rate stated on Exhibit "A" for increased buses shall apply for charges for services to the District.

## 2.28 TYPES OF SERVICE REQUIRED

2.28.1 Basic Service. Consists of regularly scheduled school routes, activity trips and hub routes may be included in the basic service if scheduled on a regular basis as part of the route.

All rates shall be quoted on the basis of first pickup to school drop-off in the morning and from school pickup to last drop-off in the afternoon. Time of operation on District routes shall be computed to the next nearest quarter (1/4) hour.

2.28.2 School Day Excess Hour and Mileage. Shall apply to trips not scheduled on a regular basis, which may be added to regular school routes to allow extended use of the bus. Time and mileage for extended use of bus may precede regular route or may start where existing route terminated and end with the last drop-off. Time of operation shall be computed to the next nearest quarter (1/4) hour.

2.28.3 School Day Trips Requiring Separate Call-Out. Includes field trips or other midday trips requiring separate call-out of a bus from the Contractor's terminal. Field trips or other midday trips may be combined with an existing route so that separate call-out is not applicable.

Time and mileage shall be computed from first pickup to school and/or from school to last drop-off. Time of operation shall be computed to the next nearest quarter (1/4) hour.

2.28.4 Non-School Day. Requires dispatching of bus from Contractor's terminal on a non-school day or after 7:30 p.m. Time and mileage shall be computed from

departure from school to return to school. Time of operation shall be computed to the next nearest quarter (1/4) hour.

### 3.0 SUMMARY OF SERVICE REQUIREMENTS

Interested firms will be required to attend a mandatory meeting prior to bid submission. This meeting will allow firms to ask questions, on specifications, and billing. The Pre-bid meeting will be held at OPS Transportation located at 3833 North 72nd Street, Omaha, NE 68134, at 2pm Central Time April 13, 2026.

The following is a summary of Services required by the Bid Documents, which is provided for the convenience of the bidders. It is not intended to be a complete list of all requirements in the Bid Documents, and the remainder of the Bid Documents should be consulted by the bidders for a more detailed description of the requirements of these Bid Documents.

Scheduling / Routing	The District will schedule all routes to keep students safe
Spare Vehicles	10% minimum spare vehicles for each vendor
Drivers	Vendor will provide enough qualified and experienced drivers to fulfill routes provided by the District.
Spare Drivers	Vendor will provide an additional 10% of route drivers that are qualified and experienced drivers
Driver Pre-qualifications	CDL, NDE level, Driver background checks & E-Verify
Confidentiality	Any and all District information; Data Protection Agreement required (see Exhibit B)
Records & Accidents	Provide records when requested & notify immediately of accident
Withdrawal of Routes	Performance based removal
School Year Transportation	Qualified and experienced drivers to adequately complete all required transportation routes with safe, clean, sanitary, well-maintained vehicles provided by the Contractor.
Base inside OPS district	<ul style="list-style-type: none"> <li>• On site mechanics,</li> <li>• Telephones to assist parents</li> <li>• Computers to receive new route sheets and email with the District</li> <li>• Building to dispatch out of</li> </ul>
Safety program	Vendor must employ in house training and safety staff on site.
Buses	<ul style="list-style-type: none"> <li>• Minimum of 15 buses with a Maximum of 60 buses</li> <li>• Buses must meet minimum requirements set forth in Nebraska Department of Education (NDE) Rule 92.</li> <li>• Safe, clean, sanitary, well-maintained vehicles</li> </ul>

	<ul style="list-style-type: none"> <li>• Minimum 15 buses with a capacity of 71</li> <li>• NDE required vehicle inspections.</li> <li>• Proof of preventative maintenance on vehicles</li> <li>• Average age of bus fleet less than 8 years</li> </ul>
Ancillary Equipment	<ul style="list-style-type: none"> <li>• Minimum 3 video &amp; audio recording device per vehicle.</li> <li>• Two-way communication device per vehicle</li> <li>• Real-time vehicle location at all times (GPS).</li> <li>• Procedure to ensure a child check has been done at the end of each run</li> <li>• Phone service for OPS families to contact the vendor</li> </ul>
After Hours and Weekend Services	Qualified and experienced drivers to adequately complete all required transportation during afterhours or weekend service requests.
Activity Bus	10 buses available from 2:00 p.m. – 5:15 p.m.
Summer School Transportation	Qualified and experienced drivers to adequately complete all required transportation routes with safe equipment provided by the contracted firm.

4.0 BID SUBMISSION INFORMATION AND GUIDELINES

4.1 GENERAL

To be considered, bids must be submitted in accordance with the bid instructions set forth in the Bid Documents. Failure to comply with the requirements of these bid instructions may result in the rejection of the bidder’s bid proposal.

4.2 BID PREPARATION

All bids must be completed and submitted on the unaltered OPS bid form that is a part of the Bid Documents. DO NOT SUBMIT BIDS ON ANY OTHER FORM. DO NOT ALTER THE OPS BID FORM OR ANY OPS BID DOCUMENTS IN ANY MANNER. If a new bid form is issued by OPS by an Addendum to the Bid Documents, the new bid form must be used for bid submission, and using an earlier version of the bid form may result in the bid being rejected. Unless specifically allowed in the Bid Documents, only one bid form may be submitted by any bidder. All required blanks on the bid form must be completed and the final page of the bid form must be signed by an authorized representative of the bidder. All prices are to be rounded off to two decimal points. . The amount bid shall also be the total cost to OPS for the required Services, including any related Services enumerated in the Bid Documents required to be provided as a part of furnishing the Services as required, and shall also include all insurance costs, delivery costs duties, surcharges, tariffs and brokerage costs. No additional amount will be paid by OPS to the Contractor for the Services provided or for any related services. If the bidder submits more than one price

when not permitted by OPS, all prices for that Service will be rejected. Failure to submit the above information may be sufficient grounds for rejection of bid. 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 different contract terms from the terms stated in the Bid Documents or reference certain Contract terms and conditions on a web site shall be considered non-complying bids by OPS and the bid may be rejected by OPS.

#### 4.3 BID QUESTIONS

Any questions or requests for interpretation of these Bid documents must be submitted in writing by e-mail to the question submission box at the email address included on the Cover Page of these Bid Documents, by 2:00 p.m. CT on or before the deadline for submission of questions. Both the question submission box email address and the deadline are listed on the Cover Page. Answers to questions will be posted on the OPS website and provided to all potential bidders known to OPS to have requested the Bid Documents, without indicating which Bidder submitted the question.

The communications requirements have been established by OPS to ensure a fair and equitable process for all potential respondents. The email address listed on the cover sheet for questions is the only authorized location and representative of OPS who can respond to questions regarding this bid. Questions submitted in any other form, including by hard copy, facsimile and telephone, and questions submitted to an email address other than the one indicated above will not be answered by OPS. Any attempt to communicate with or contact any Board Member, employee, or consultant of 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 email to the Bid Submission 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 submitted by email with the Bid title and number included in the subject line of the transmitting email.

4.4.3 The bid response must include the following attachments to the Bid response in pdf format:

.1 Vehicle Specifications and standard equipment features of vehicles proposed to furnish the Services.

.2 List of variances from Minimum Specifications.

.3 Certification for proposed Product as described in Section 005.09 of NDE Rule 92.

.4 Manufacturer's warranty information for the vehicles proposed to furnish the Services.

.5 References of companies that contracted with Contractor for similar Services. Three (3) references shall be listed in Exhibit A and included as an attachment to the bidder's bid response.

.6 A Completed Bidder Questionnaire Form, which is attached hereto as Attachment A.

4.4.4 Bidder must complete and submit with the completed bid form the Signature Page, include all required signatures of authorized representatives of the bidder, including certificates, if any.

Bids submitted in any other form, including telephone, hard copy and facsimile bids, or bids submitted to an email address other than the one indicated in these Bid Documents will not be considered. OPS will not accept links to shared files in any proposal. The time stamp on the OPS's email will be the official clock utilized to determine the time for the close of bid submissions. E-mail bids must be submitted to the locked e-mail bid box by 2:00 p.m. and date specified on the Bid Documents.

#### 4.5 BID SUBMISSION DEADLINE.

Bids are due at 2:00 p.m. Central time on the due date specified in the Bid Documents. Bids received after 2:00 p.m. Central time on the due date are considered late and will be deleted unopened from the OPS email 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 Documents. Please allow enough time for delivery. The risk of delivery rests solely on the bidder. Late bids will not be accepted.

#### 4.6 BID WITHDRAWALS AND RESUBMISSIONS.

Withdrawal of a bid may be made by a bidder at 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 stating "Withdrawal of Bid" including the Bid number and title. The withdrawal email must be received by the OPS Purchasing Division prior to the date and time of the bid submission deadline. An attempted withdrawal in any other form, including a hard copy, facsimile, telephone or oral withdrawal request will not be honored. An e-mail bid addendum or bid modification in lieu of a withdrawal is NOT acceptable and will be rejected. If properly withdrawn, a bid may be resubmitted in accordance with the Bid Documents so long as it is re-submitted prior to the deadline for submission of bids. All bids submitted and not withdrawn as specified in the Bid Documents shall remain open and be subject to acceptance for 90 days after the bid due date and may not be withdrawn prior to the expiration of such 90-day period.

#### 4.7 BID OPENING.

Bids will be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 in public immediately following the bid submission deadline stated on the Bid Documents cover page. Those submitting bids may attend in person or may remotely join the opening by accessing Microsoft Teams meeting at 1 402-509-3892 within the United States Phone Conference ID is listed on the cover page. If attending in

person, please arrive at the security desk at least 10 minutes prior to the 2:00 PM Central deadline.

#### 4.8 BID TABULATION.

Notes may be taken at the public reading of the bids at the specified time and date of the opening, or a personal inspection may be made of the bids after award has been made, and documents are placed in central files in the Purchasing Division offices. In lieu of a visit, copies of the bid tabulations are available. The cost for a bid tabulation copy is \$5.00 for any tabulation up to 20 pages in length. There is an additional charge of \$.25 for each page in excess of 20 pages. Make checks payable to Douglas County School District 0001. Bidders may include a request for a bid tabulation copy with its bid response or may contact the OPS buyer to make a request. The buyer will notify the bidder regarding the cost of the bid tabulation once it is known.

#### 4.9 ADDITIONAL INFORMATION

As a part of the bid evaluation and prior to the bid award, District may also require bidders to submit at its own expense the following information and assurances.

4.9.1 Evidence that bidder owns or has guaranteed delivery of sufficient equipment to perform the Services. This includes adequate equipment repair and maintenance facilities and vehicle storage as required by the Bid Documents.

4.9.2 Bidder will be required at his own expense to furnish evidence of intent and ability to comply with the requirements of the Bid Documents, with NDE Rule 91, NDE Rule 92 and amendments thereto, the pertinent provisions of the Nebraska Motor Vehicle Code, OPS Board of Education Policies, motor vehicle and traffic ordinances of the City of Omaha, and the laws of the State of Nebraska as amended from time-to-time hereafter, all Federal Department of Transportation and Federal Highway Administration requirement, as now exist or as hereinafter promulgated, relating to drug and alcohol testing of drivers, and such other applicable laws, ordinances, and regulations as shall be in effect during the Contract Term;

4.9.3 A list of the buses to be used in performing services for the requesting District, including on such list:

- .1 The make of the chassis;
- .2 The make of the bus body;
- .3 The model;
- .4 Bus type (transit or conventional) and rated capacity;

.5 Year of manufacture (average age of bus fleet must be 8 years or less);

.6 Type of fuel.

4.9.4 Bidder shall advise District as to the individual that bidder proposes to designate as the overall on-site manager for the bidder's student transportation operations if awarded the Contract by District. Bidder shall provide a written resume for such individual outlining his or her educational background, job experience and other qualifications for the position. If requested by District, such individuals will be made available in Omaha, Nebraska for an interview by District representatives; and

4.9.5 If requested by District, bidder shall provide references in addition to those references requested in the Questionnaire.

#### 4.10 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 samples, product reviews, demonstrations, or interviews.

#### 4.11 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. OPS reserves the right to make multiple awards to bidders for some of the Services specified, or may award the bid to one bidder for all Services. The OPS Board of Education must approve all bid awards and contracts of \$50,000.00 or more. Except due to a holiday or an extenuating circumstance, the Board generally meets the first and third Monday of each month for approval of bids and purchases. Approval or award of a bid by OPS or its Board of Education does NOT constitute a contract between OPS and the bidder and no contract shall be deemed created, nor shall OPS be deemed obligated in any manner to bidder, until such time as an Agreement is signed by Contractor and OPS, or a Purchase Order is issued by OPS if no separate Contract is required. OPS will either sign an Agreement with or issue an official Purchase Order to the successful bidder which, together with the other Contract Documents incorporated therein, will constitute the Contract with OPS for the purchase of the Services 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.

#### 4.12 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.

#### 4.13 BIDDER REPRESENTATION

In submitting a proposal, the Contractor represents that it has read the Bid Documents, that its bid is submitted in accordance therewith, that the bidder is familiar with the local conditions that may affect the bid and the performance of the Work by the successful bidder and that the bidder has all required governmental licenses to perform the type of Work required.

#### 4.14 POST BID EVALUATIONS

Prior to recommendation to the Board of Education for the bid award, District will review the apparent low bidder's qualifications and credible experience in similar projects to assure that the bidder meets the experience required by the District in the Contract Specifications that are a part of the Bid Documents.

### 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 or bidders 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 Services being bid.

#### 5.1 THE AGREEMENT OR PURCHASE ORDERS

A written Agreement will be entered into with the successful Contractor for the Services the Contractor is to supply (referred to in the Bid Documents and the Contract Documents as the "Agreement"). The Agreement between OPS and Contractor and the Purchase Order that may be issued shall 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 the portions of the Contractor's completed Bid Form accepted by OPS, 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 Services specified in the Contract Documents. In the event of a conflict between the terms of the Contractor's completed bid form and the remainder of the Contract Documents, the remainder of the Contract Documents shall control.

#### 5.2 TAXES.

OPS is exempt from Nebraska 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 Document obligations.

Contractor shall have the necessary rights, licenses and approvals required to provide the specified Services. By submitting its bid, 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

Contractor shall submit invoices to OPS for Services rendered in arrears under the Contract, no more frequently than monthly. Invoices requesting payment must be submitted to allow at least 10 working days prior to the date of a scheduled Board of Education meeting for approval and processing. Payments are generally issued the Tuesday following the Board meetings, which generally occur 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 circumstance.

#### 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 the 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, a bidder's bid and any other document submitted by a bidder to OPS, bidder questions and OPS responses, any contract 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 a 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 the 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 awarded the Contract or issued a Purchase Order 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 Services. Any additional costs incurred by OPS in obtaining such 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 or Purchase Order, 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 or Purchase Order.

#### 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 Contractor Purchase Order and of the Agreement between OPS and Contractor and of the other Contract Documents without regard to its conflicts of laws principles. The Contractor who enters into the Contract or Purchase Order with the District 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, the Contract or the Purchase Order.

#### 5.13 WORKERS' COMPENSATION INSURANCE

Each Contractor shall maintain at its own expense until completion of this Project and acceptance thereof by the District, Workers' Compensation Insurance coverage for its employees, covering the obligations of the Contractor in accordance with the provisions of the laws of the State of Nebraska. In case any Work is subcontracted, the Contractor shall require subcontractors similarly to provide such insurance covering the subcontractor's obligations to its employees. Each Contractor shall furnish the District with a certificate on or before the date the Agreement is signed, that such Contractor is covered by Worker's Compensation insurance for protection of their employees as required by law.

#### 5.14 INSURANCE

Prior to commencing performance of the Contract, Contractor shall procure at Contractor's sole cost, and at all times thereafter until the Contractor's obligations under the Contract are fully discharged, maintain with insurers acceptable to OPS, the following minimum insurance coverages in companies authorized to do insurance business in the state of Nebraska, insuring the Contractor and District against liability for any claims arising from and in any way connected with Contractor's operations and completed operations, including any subcontractor operations, or of anyone directly or indirectly employed or contracted by any of them, in connection with the performance of the Contract.

##### **Commercial General Liability –**

Limits of at least:

\$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

- Coverage shall be provided by a standard form Commercial General Liability Policy covering bodily injury, property damage including loss of use, and personal injury.
- District shall be named as additional insured on a primary and non-contributory basis including completed operations. Additional insured status shall be maintained for 2 years after final acceptance and payment.
- Products and completed operations shall be maintained for the entire Contract Term, and shall be further maintained for a minimum period of 2 years after the end of the Contract Term.
- Policy shall not contain a total or absolute pollution exclusion. Coverage shall be provided for pollution exposures arising from products and completed operations. (As per standard CG0001 Pollution Exclusion or equivalent.)
- If required by the Contract, Contractor shall maintain electronic data liability insurance, covering liability arising out of damage to, loss of use of, corruption of, inability to access, or inability to properly manipulate, electronic data, and with a limit of \$50,000.

##### **Automobile Liability –**

- Limits of at least: \$1,000,000 per accident, combined single limit for both bodily injury and property damage
- Coverage shall apply to all Owned, Hired, and Non-Owned Autos.

##### **Employer's Liability–**

Employer's Liability limits:

\$500,000 Each Accident

\$500,000 Disease – Per Person

\$500,000 Disease – Policy Limit

**Umbrella / Excess –**

- Limits of at least: \$4,000,000 Per Occurrence
- Policy shall provide liability coverage over the specified Employers Liability, Commercial General Liability and Auto Liability coverages.
- Policy shall be Primary/Noncontributory coverage over the specified Commercial General Liability and Auto Liability policies.

**Contractor's Insurance for Other Losses:**

- Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to any vehicles, tools, machinery, equipment, storage devices, containers, scaffolding and the like, owned, rented or used by Contractor, or Subcontractors agents, subs, suppliers or employees in connection with the Contract.

**Requirements Applicable to Multiple Insurance Policies**

- District shall be named as an additional insured on a primary and non-contributory basis on the following policies of insurance:

Commercial General Liability  
 Automobile Liability  
 Employer's Liability  
 Umbrella/Excess

- Contractor waives its rights of recovery against District and its agents, officers, board members and employees related to any claims that are covered under collectable policies of insurance maintained by Contractor. Contractor's insurer shall endorse the all following policy of insurance that are required to be maintained by Contractor to waive subrogation against District and its agents, officers, board members and employees:

Commercial General Liability  
 Automobile Liability  
 Workers Compensation  
 Employer's Liability  
 Umbrella/Excess  
 Insurance for other Losses

- All policies of insurance must be written on an occurrence basis and not a claims made basis.
- Evidence of such insurance coverage in effect shall be provided to District prior to the commencement of any work in the form of an Accord certificate of insurance executed by a licensed representative of the participating insurer(s). Contractor shall provide a copy of all required endorsements naming District as an additional insured and waiving subrogation against District and its agents, officers, board members and employees. Contractor shall give at least 30 days prior written notice to District of cancellation, expiration or substantial reduction in coverage. All insurance policies shall be endorsed to obligate the insurance company to give District written notice at least 10 days prior to cancellation or non-renewal

- Failure of District to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence provided by Contractor shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- By requiring insurance under the Contract, District does not represent that the coverage and limits required will necessarily be adequate to protect the Contractor's interests. Such coverage and limits shall not be deemed or construed to be any limitation on the Contractor's liability to District for any claim.
- Contractor will require that any subcontractor performing Services under a subcontract with Contractor maintain the same insurance coverages required of the Contractor with the same endorsements waiving subrogation against District and its agents, officers, board members and employees.
- In the event, at any time, Contractor fails to provide any of the insurance coverages as required herein, or in the event that such insurance is cancelled for any reason, District shall have the right, but not the obligation, to procure and maintain such insurance for and in the name of Contractor. Contractor shall pay for all such insurance so procured, and in the absence of such payment, the amount thereof may be deducted from any payments owed to Contractor by District.
- The amount of any self-insured retentions under any policy of insurance must be approved by and be acceptable to District.

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 the District. District shall be named as an additional insured on all such policies on a primary and non-contributory basis. All required policies of insurance and the certificates must provide for at least thirty (30) days written notice to District 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 the end of the Contract Term and shall provide District with certificates evidencing such coverage.

#### 5.15 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.

**BID FORM  
STUDENT TRANSPORTATION SERVICES  
BID NO.: 26-035**

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 a [ ] 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 and providing the Services specified in the Bid Documents hereby proposes and agrees to furnish the Services as listed and described in Section 2, Service Specifications, 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 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 the Services, 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.

**BILLING SCHEDULE FOR  
SERVICES FOR DISTRICT ROUTES  
AS DESCRIBED IN BID DOCUMENT**

Base Bid: Contract commencement, through August 14, 2027  
Option Year One: August 15, 2027 through August 14, 2028  
Option Year Two: August 15, 2028 through August 14, 2029

Bids shall be submitted on the basis that the contract may be written for Services requiring any number of buses ranging from 15 to 60 buses inclusive of stand-by and activity fleet buses.

1. Basic Service

YEAR	Rate for First 2 Hrs	Rate for First 3 Hrs	Rate for First 4 Hrs	Rate for First 5 Hrs	Hourly Rate Over 5 Hrs
First					
Option One					
Option Two					

Each Quarter hour shall be ¼ the difference between each hourly rate.

2. School Day Excess Hour and Mileage

Year	Dollars/Additional Hour	Plus	Cents Per Mile
First			
Option One			
Option Two			

3. School Day Trips Requiring Separate Call-Out

Year	Dollars/First Hr (Minimum Call-Out) plus	Dollars/Additional Hour	Plus	Cents Per Mile
First				
Option One				
Option Two				

4. Non-School Day and/or Extended Out of Town Trip\*

Year	Dollars/First Hr (Minimum Call-Out)	Dollars/Additional Hour +	Cents Per Mile	Layover Per Diem
First				
Option One				
Option Two				

\*Price includes furnishing of additional relief driver if required by District.

5. Summer School Services.

YEAR	Rate for First 2 Hrs	Rate for First 3 Hrs	Rate for First 4 Hrs	Rate for First 5 Hrs	Hourly Rate Over 5 Hrs
First					
Option One					
Option Two					

DEDUCTION FROM BASIC SERVICES RATES FOR INCREASED BUS QUANTITIES FOR DISTRICT SERVICES AS PROVIDED IN SECTION 2.1 OF THE SERVICE SPECIFICATIONS SECTION OF THESE BID DOCUMENTS

**State amount to be deducted from basic service rate structure for more than 60 Buses.**

RATES DEDUCTIONS FOR INCREASED QUANTITIES OF BUSES

	More than 60 Buses
2 Hrs	
3 Hrs	
4 Hrs	
5 Hrs	

NCREASE TO BASIC SERVICE RATES FOR REDUCED BUS QUANTITIES ON DISTRICT ROUTES AS PROVIDED IN SECTION 2.1 OF THE SERVICE SPECIFICATIONS SECTION OF THESE BID DOCUMENTS

**State amount to be added to the basic service rate structure for less than 15 Buses.**

**RATES FOR DECREASED QUANTITIES OF BUSES FOR DISTRICT**

	Less than 15 Buses
2 Hrs	
3 Hrs	
4 Hrs	
5 Hrs	

\*In the event the Contractor cannot provide the daily required minimum of fifteen (15) Buses, the District will pay for the actual number of buses provided at a twenty (20%) percent discount from the bid rate.

Price to be paid at termination to Contractor, if any, for District's right to TERMINATE the Contract on August 14, 2027: \$\_\_\_\_\_.

WAGE RATES FOR DRIVERS ON DISTRICT ROUTES

The undersigned states that if it is awarded the Contract,, it will pay, during the Initial Contract Term, drivers base salaries (exclusive of any benefits) no less than the minimum amounts shown hereinafter, which salaries shall be no less than \$27.00 per hour (excluding benefits) for the Initial Contract Term:

Beginning Driver	\$_____ per hour
1 Year Experience	\$_____ per hour
2 Year Experience	\$_____ per hour
3 Year Experience	\$_____ per hour
4 Year Experience	\$_____ per hour
5 Year Experience	\$_____ per hour

Minimum benefits provided, if any, in addition to minimum benefits required:

The undersigned states that if it is awarded the Contract, it will pay, during the first Option Term of the Contract (if exercised), drivers base salaries (exclusive of any benefits) no less than the minimum amounts shown hereinafter, which salaries shall be no less than \$28.00 per hour (excluding benefits):

Beginning Driver	\$_____ per hour
1 Year Experience	\$_____ per hour
2 Year Experience	\$_____ per hour
3 Year Experience	\$_____ per hour
4 Year Experience	\$_____ per hour
5 Year Experience	\$_____ per hour

Minimum benefits provided, if any, in addition to the minimum benefits required:

The undersigned states that if it is awarded the Contract, it will pay, during the second Option Term of the Contract (if exercised), drivers base salaries (exclusive of any benefits) no less than the minimum amounts shown hereinafter, which salaries shall be no less than \$29.00 per hour (excluding benefits):

Beginning Driver	\$_____ per hour
1 Year Experience	\$_____ per hour
2 Year Experience	\$_____ per hour
3 Year Experience	\$_____ per hour
4 Year Experience	\$_____ per hour
5 Year Experience	\$_____ per hour

Minimum benefits provided, if any, in addition to the minimum benefits required:

Please state the type of equipment that the undersigned proposes to use to meet the requirements stated in Paragraph 13(d) of the Contract Form and the operation and capabilities of such equipment (use extra sheets if necessary):

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Please state the type of video recording equipment that you propose to furnish under the Contract for District routes:

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The undersigned, having thoroughly read and acquainted themselves with the following Bid Documents: Bid Invitation, the Service Specifications, the Summary of Service Specifications; the Bid Submission Instructions and Guidelines, the General Terms and Conditions, Exhibit A -- References, Exhibit B -- the Data Protection Agreement, Exhibit C -- Board of Education Policy 3410, Attachment A -- Bidder Questionnaire, any Addenda to the Bid Documents and the Bid Form for Contractor, acknowledge that these Bid Documents will be incorporated into and become a part of the Agreement with the successful Contractor as though fully set out in the Agreement. This Bid shall remain firm and may not be withdrawn for the period of ninety (90) calendar days after Bid opening.

Attachments included:

1. Completed Bidder Questionnaire (Attachment A)
2. Completed Reference Exhibit (Exhibit A).
3. Signed Data Protection Agreement (Exhibit B).

**SIGNATURE PAGE  
STUDENT TRANSPORTATION SERVICES  
BID NO.: 26-035**

The undersigned certifies that the information in the foregoing bid is submitted in accordance with the requirements of the Bid Documents and is true and correct to the best of the undersigned's knowledge and belief. The undersigned further represents to the District that the undersigned is duly authorized to sign this Signature Page on behalf of the referenced company.

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

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

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

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

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

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

*Bids must be signed to be valid.*

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

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

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

Acknowledge Receipt of Bid Addendum:

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

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

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

**EXHIBIT A**  
**References**

1. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district: \_\_\_\_\_/students Date materials adopted: \_\_\_\_\_

2. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district: \_\_\_\_\_/students Date materials adopted: \_\_\_\_\_

3. Name of District: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Size of school district: \_\_\_\_\_/students Date materials adopted: \_\_\_\_\_

**EXHIBIT B****DATA PROTECTION AGREEMENT**

**THE DATA PROTECTION AGREEMENT** ("Agreement") is entered into between DOUGLAS COUNTY SCHOOL DISTRICT 0001, a Nebraska political subdivision, located in Douglas County, Nebraska, a/k/a Omaha Public Schools (hereinafter referred to as the "District") and \_\_\_\_\_ ("Partner Organization"). Hereafter, each may be referred to in the singular as, the "Party" or collectively, as the "Parties" in this Agreement.

**WHEREAS**, Partner Organization acknowledges and understands that the District is required to safeguard the privacy of its students' Education Records in a manner consistent with the mandates of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g and the applicable regulations promulgated thereunder.

**WHEREAS**, Education Records may contain Personally Identifiable Information ("PII") as defined by Nebraska Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 ("NFDP"), Neb. Rev. Stat. §§87-801–87-808.

**WHEREAS**, FERPA prohibits the unauthorized disclosure of PII contained in students' Education Records to anyone without the express written consent of the student or the student's representative.

**WHEREAS**, FERPA has regulatory exceptions to the general rule of confidentiality and non-disclosure of individually-identifiable data and information to allow its disclosure and use by organizations acting as school officials under certain circumstances.

**WHEREAS**, should Partner Organization be identified as satisfying the criteria associated with one or more recognized FERPA exceptions, the District may disclose the requested data to Partner Organization, provided the purpose, scope, and duration are clearly set forth in writing and satisfy the terms and conditions of this Agreement.

**WHEREAS**, Partner Organization will provide to the District, and/or its participating schools on behalf of the District, specified services the District could otherwise use its employees to perform, Partner Organization acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" as those terms have been interpreted and defined under FERPA and similar Privacy Laws and regulations, and Partner Organization agrees to abide by FERPA and those laws while performing its service for the District.

**WHEREAS**, the services Partner Organization will provide to the District are described in the Service Agreement, identified below.

**NOW, THEREFORE,** the Parties enter into this Agreement governing the disclosure of personally identifiable student information and provision of services described herein.

## **SECTION I DEFINITIONS**

**A.** "Confidential District Information" means any and all confidential or proprietary information of the District in any form, including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche, and includes paper and electronic information. Confidential District Information includes all student or employee record information. Confidential District Information also includes all business, operational, and other information provided by District to Partner Organization hereunder, provided such information is marked or otherwise identified by District as confidential or proprietary, or is of a nature that Partner Organization knows or should know is confidential or proprietary. Confidential District Information includes Education Records and Personally Identifiable Information.

**B.** "Data Incident" means any access, acquisition, use or disclosure of Regulated Information by Partner Organization not authorized by law, this Agreement, or any other written agreements between District and Partner Organization related to Regulated Information.

**C.** "Education Records" has the same definition as in FERPA, 20 U.S. Code § 1232g(a)(4)(A), those records, files, documents, and other materials that (i) contain information directly related to a student; and (ii) are maintained by an educational agency or institution or by a person acting for such agency or institution.

**D.** "Personally Identifiable Information" or "PII" includes but is not limited to (a) student names; (b) names of a student's parent, guardian, or other family members; (c) addresses of students, their guardians, or other family members; (d) personal identifiers such as social security numbers, student numbers, or biometric records; (e) other indirect personal identifiers such as dates of birth, places of birth, and maiden names; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a person to identify the student with reasonable certainty; (g) "medical information" as may be defined in state law; (h) "protected health information" as that term is defined in the Health Insurance Portability and Accountability Act, 45 CFR Part 160.103; (i) "nonpublic personal information" as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999, 15 USC 6809; (j) credit and debit card numbers or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; (k) other financial account numbers, access codes, and driver's license numbers; (l) state- or federal-identification numbers such as passport, visa, or state identity card numbers; (m) "personally identifiable information" as may be defined in state law, including Neb. Rev. Stat. § 87-802; and (n) Education Records.

**E.** "Privacy Laws" means all applicable state, federal, and local privacy confidentiality and security laws (including related regulations, orders, or findings) which govern any Confidential District Information including, but not limited to: FERPA, COPPA, the Protection of Pupil Rights Amendment ("PPRA") (20 U.S.C. § 1232h; 34 CFR Part 98), as currently in effect or as amended from time to time, including any successor statutes and implementing regulations and rules, and the NFD, specifically Neb. Rev. Stat. § 87-808.

F. "Regulated Information" means Personally Identifiable Information and Education Records.

G. "Temporary Employees" means personnel employed and provided by Partner Organization to District for its supplemental staffing needs, including contractors, subcontractors, vendors, and suppliers of Partner Organization.

## SECTION II CONFIDENTIAL DISTRICT INFORMATION

**A. Ownership of Data and Information.** The disclosure of Confidential District Information to Partner Organization is not an assignment of ownership of the Confidential District Information to Partner Organization. The District retains ownership of all such information. Confidential District Information may only be re-disclosed by Partner Organization to a third-party with the prior written approval of the District.

**B. Confidentiality.** Partner Organization agrees to maintain the confidentiality of Confidential District Information provided by District to Partner Organization hereunder.

1. Partner Organization agrees to restrict access to Confidential District Information only to authorized representatives who (i) require access in the course of their assigned duties and responsibilities in connection with this Agreement, and (ii) have been informed of the provisions set forth in this Agreement.

2. The confidentiality obligations regarding the Confidential District Information shall not apply to any material or information that (i) is or becomes a part of the public domain through no act or omission by the Partner Organization, (ii) is independently developed by employees of the Partner Organization without use or reference to the Confidential District Information, (iii) is disclosed to the Partner Organization by a third party that, to the Partner Organization's knowledge, was not bound by a confidentiality obligation, (iv) is demanded by a lawful order from any court or anybody empowered to issue such an order, or (v), is requested by operation of law. With respect to (iv) or (v) above, Partner Organization agrees to provide notice to the District in a timely manner to allow the District to object to such disclosure should the District choose to do so.

3. Notwithstanding anything herein to the contrary and only to the extent consistent with the Privacy Laws, District hereby grants to Partner Organization a non-exclusive, royalty-free, nontransferable, revocable, limited license during the Term or any Renewal Term of this Agreement to collect, access, and use Confidential District Information provided Partner Organization: (1) collects, accesses, and uses Confidential District Information only as necessary and solely for meeting Partner Organization's performance obligations under this Agreement; (2) keeps records of any Partner Organization disclosures of Confidential District Information, including the names of the parties to which Partner Organization may have disclosed Confidential District Information and the legitimate interests under this Agreement or the Privacy Laws which such parties requested or obtained the Confidential District Information from Partner Organization; (3) destroys the Confidential District Information when it is no longer needed by Partner Organization for meeting its performance obligations under this Agreement; and (4) otherwise complies with the Privacy Laws.

**C. Limited Disclosure, Access and Use.** Partner Organization will abide by any and all conditions imposed by the District in this Data Protection Agreement on the disclosure of Confidential District Information, including any de-identified or derived data from such information provided by the District, and agrees to manage and maintain it in accordance with the Privacy Laws.

1. Partner Organization and its officers, employees, and agents receiving Confidential District Information agrees to hold such information in confidence and use the information only for the limited purpose for which the disclosure was made.

2. Partner Organization affirms that its services will be conducted in a manner that does not disclose the Confidential District Information to anyone who is not an authorized representative of Partner Organization.

3. Partner Organization agrees not to use the Confidential District Information for any purpose other than the purposes for which the disclosure was sought from the District and made to Partner Organization.

4. The approval to use the Confidential District Information for one purpose does not confer approval to use the Confidential District Information for another or different purpose. Partner Organization shall not use any Confidential District Information, whether or not it is de-identified or aggregated, for any other commercial purpose than to provide the services which District has purchased from Partner Organization.

5. Partner Organization shall not store or transmit any Confidential District Information outside U.S. territory.

6. Upon termination, cancellation, expiration, or other conclusion of this Agreement, Partner Organization shall return all Confidential District Information to the District, or if return is not feasible, destroy any and all such information, except that backup files made in the normal course of business may be retained per Partner Organization's data retention policy, for regulatory compliance. Partner may destroy the Confidential District Information when it is no longer needed for purposes for which it was disclosed or as authorized in this Agreement. Partner Organization shall confirm the date that any Confidential District Information was returned or destroyed by delivering to the District the certificate attached hereto as Attachment 1.

**D. Reporting of Unauthorized Disclosures of Regulated Information**

1. Partner Organization shall, as soon as possible, but in no event more than five (5) business days of discovery, report to the District any Data Incident. Partner Organization's written report shall identify (i) the nature of the Data Incident, (ii) what information was used or disclosed, (iii) who or what was the cause of the Data Incident, (iv) who may have had access to any Confidential District Information, PII, or Regulated information, (v) what Partner Organization has done or shall do to mitigate harm from the Data Incident, and (vi) what corrective action Partner Organization has taken or shall take to prevent future similar Data Incidents. Partner Organization shall provide such other information, including a written report, as reasonably requested by the District. Partner Organization shall ensure that Temporary Employees comply with the terms of this section.

2. Partner Organization shall fully and completely cooperate with any investigation undertaken by the District to investigate, identify, remediate, or provide notification to affected individuals should any Data Incident occur.

3. In its sole discretion, the District may immediately terminate this Agreement, along with any other agreements with Partner Organization which incorporate this Agreement, if it determines it is not possible to repair or correct the Data Incident.

**E. Information Security Safeguards.** Partner Organization shall, at all times that it accesses, stores, transmits, maintains or processes Confidential District Information have in place commercially reasonable and appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of such information. These industry standard controls will include at a minimum: access controls, including multifactor authentication to the systems and accounts which will house the Student Records; audit records; malware and virus protection; system, network, computer, and application protections; employee training as to cybersecurity threats; and encryption of all data at rest, including on any device or system including USB drive, internal or removable hard drive, or any cloud-based platform; and, encryption of all data in transit, including the transfer of any data via email or to/from cloud storage platform. Any encryption processes or procedures shall meet the requirements of Federal Information Processing Standard 140-2.

**F. Industry Standard Datacenter Audit.** On an annual basis, Partner Organization will have an SSAE-18 (or its successor standard), ISO, or other nationally recognized technology controls audit conducted, and any audit report should specifically address the controls of the systems in which any Confidential District Information, PII, or Regulated Information are housed, and related control objectives of Partner Organization. Such audit shall be performed by a third party experienced in performing system security audits. Partner Organization shall promptly provide District with a copy of the results of the audit upon District's written request. If such audit report indicates any deficiencies in the security standards utilized by Partner Organization, then Partner Organization shall provide District with a response to each identified deficiency, and shall promptly undertake, at Partner Organization's expense, to remedy any material deficiencies, and shall report to District when such material deficiencies have been remedied.

### SECTION III SPECIAL PROVISIONS RELATED TO EDUCATION RECORDS

**A. Purpose.** Partner Organization, by providing certain institutional services and functions on behalf of the District, may require access to a student's Education Records to effectively deliver its services. Partner Organization further agrees to be under the direct control of the District with respect to the maintenance of student Education Records relating to the governance, use, and re-disclosure of Personally Identifiable Information, which will be in accordance with, and contingent upon compliance with FERPA and the Children's Online Privacy Protection Act ("COPPA") (15 U.S.C. §§ 6501–6506).

**B. Minimum Necessary.** In order to perform the service(s) described in the Service Agreement, the Partner Organization agrees that it will limit the collection and/or utilization of Education Records to the minimum necessary.

**C. Qualified FERPA Exception.** Partner Organization understands and agrees that the purpose and contemplated use of the Education Records disclosed by the District is solely to provide the educational services for, or on behalf of the District described herein. The Partner Organization shall be designated a "school official" according to FERPA and District policy, as an organization to which the District has outsourced institutional services or functions for which the District would otherwise utilize its own employees. The Partner Organization acknowledges that it is under the direct control of the District for the purposes of use and maintenance of Education Records disclosed pursuant to this Agreement, and that the Partner Organization agrees to comply with the applicable provisions of FERPA in order to safeguard the confidentiality of Education Records and student information.

**D. Redisclosure.** Education Records may only be re-disclosed by Partner Organization to a third party with the prior written approval of the District, in accordance with this Agreement, or in compliance with FERPA and its regulations.

**E. Remedies, Penalties, Indemnification.** The failure to comply with the requirements of FERPA or COPPA could subject Partner Organization and third parties to penalties under state and federal law. Partner Organization acknowledges there may be no adequate remedy at law for any material breach of its obligations hereunder, that any such material breach will result in irreparable harm to the District, and therefore, that upon any such material breach, the District shall be entitled to seek appropriate equitable relief including specific performance and any additional remedies the law may allow, including injunctive relief.

#### **SECTION IV INDEMNIFICATION**

**A.** Partner Organization will indemnify, defend, and hold harmless District and District's affiliates, officers, directors, and employees from and against any third-party claims, demands, causes of action, judgments, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising from or relating to Partner Organization's or any of Partner Organization's employees (including Temporary Employees), agents, contractors, or representatives unauthorized use, misuse, or illegal use of Confidential District Information, Education Records, or Personally Identifiable Information, or for any breach of this Agreement by Partner Organization. The District and any indemnified party shall cooperate and comply with the reasonable requests of Partner Organization in connection with the defense of any such claim. The receipt or providing such assistance is not a waiver of any alleged breach nor does the acceptance of such assistance constitute a waiver of any such breach by the District. Partner Organization shall control the defense and settlement of any such claim.

**B.** If Partner Organization's conduct triggers any third-party notice requirements under applicable Privacy Laws, Partner Organization shall indemnify the District for any actual and reasonable notification-related costs incurred by the District.

#### **SECTION V GENERAL TERMS AND CONDITIONS**

**A. Coordination with Partner Organization Authorized Representatives.** During the term of this Agreement, Partner Organization will fully coordinate all of its services provided hereunder with the District through its designated authorized representative.

1. The authorized representative signatory below has authority to bind Partner Organization to the terms and conditions of this Agreement.

2. The authorized representative signatory shall also be responsible for requiring Partner Organization personnel and other authorized representatives of Partner Organization accessing information from District records to execute affidavits of nondisclosure or other documentation indicating that each person will be held accountable for the proper management, use, and protection of all information and records provided by District.

**B. Temporary Employees.** Partner Organization shall ensure that Temporary Employees comply with the same terms and conditions set forth in this Agreement.

**C. Examination of Records.**

1. Partner Organization will keep true and complete records of any and all data received, exchanged, and shared between and amongst its employees, agents, subcontractors, and volunteers pursuant to this Agreement. Upon reasonable request, Partner Organization shall provide access to such records to District at a mutually agreed time.

2. Partner Organization agrees that it will keep and preserve all business records and reports created during the course of this Agreement for at least three (3) years from the date of receipt under this Agreement, except that Confidential District Information shall be returned or destroyed in accordance with the provisions of Section II.C.6 of this Agreement. Notwithstanding the foregoing, any reports generated under Section II, Subsection D (Reporting of Unauthorized Disclosures of Regulated Information), shall be preserved for a minimum of five (5) years.

**D. Modification.** This Agreement shall only be modified in writing signed by duly authorized representatives of both Partner Organization and the District. All requests for modifications should be directed to the authorized representative of the District and Partner Organization.

**E. Notice.** Any notice this Agreement requires must be in writing and will be effective only if sent by certified U.S. mail, return receipt requested, or via electronic mail, to an authorized representative provided in this Agreement, which is as follows:

Partner Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

District: Bryan Dunne  
bryan.dunne@ops.org

With Copies to: Megan Neiles-Brasch  
Megan.Neiles-Brasch@ops.org  
Office of the General Counsel

Omaha Public Schools  
3215 Cuming Street  
Omaha, NE 68131

**F. Term.** The effective date begins on the next business day that follows after each authorized representative of Partner Organization and the District executes this Agreement and it shall expire at the time Partner Organization no longer provides its services or is terminated in accordance with this Agreement; provided, however, a lapse or stoppage of services by Partner Organization as a result of the District's school year ending that timely resumes with the commencement of the next District school year shall not be construed or interpreted as the termination of this Agreement; furthermore, at the beginning of each school year, upon re-execution by each authorized representative of the District and Partner Organization, the parties mutually agree this Agreement is revived according to the same, or any amended terms and conditions contained herein.

**G. Subcontractors.** Partner Organization shall require any subcontractor to comply with the provisions of this Agreement, including, but not limited to, to use the same care to protect the confidentiality, integrity, and availability of such records as Partner Organization will use. Upon termination of any contractor or subcontractor agreement or engagement Partner Organization shall ensure all Confidential District Information, PII, or Regulated Information, in possession of any contractor or subcontractor will either be destroyed or returned, and Partner Organization will provide documentation of destruction or return of such records to the District. In no circumstances should a non-US based contractor or subcontractor be provided access to District information without prior approval of the District.

**H. Termination.** The District may terminate this Agreement for convenience with thirty (30) days' prior written notice with brief description of the reason for the termination to the Partner Organization.

**I. Compliance with Federal and State Confidentiality and Privacy Laws.** Partner Organization and the District agree and understand this Agreement must be in compliance with all relevant Privacy Laws. In the event of a conflict between this Agreement and any Privacy Laws, Privacy Laws shall control. In the event of conflict or uncertainty interpreting controlling law regarding the collection, access, use, or disclosure of Regulated Information, a party will resolve the uncertainty or conflict in favor of prohibiting the collection, access, use, or disclosure of such information.

**J. Compliance with District Policies.** Partner Organization agrees to comply with the applicable written District Board of Education policies, which hereafter by this reference are incorporated into and enforceable under this Agreement.

**K. Governing Law and Jurisdiction.** In the event that any disputes arise from this Agreement, the parties agree to submit such disputes to the state or federal courts located within Douglas County, Nebraska, and such courts shall have exclusive jurisdiction over the disputes. The parties agree that Nebraska law will govern such disputes that arise from this Agreement, without regard to rules regarding conflicts of law.

**L. Independent Contractor.** The parties are independent contractors in their relationship to one another and are not, by virtue of this Agreement or otherwise, made agents, employees,

employers or joint venturers of one another. Neither party shall have authority to bind the other. In furtherance of the foregoing, and not in limitation thereof, no Partner Organization employee (including Temporary Employees), contractor, representative, or agent shall be entitled to participate in any group insurance program or to take advantage of any other rights, privileges or employee benefit plans established for employees of the District. The District shall not be obligated to pay employment taxes on or make withholdings in connection with compensation paid to any Partner Organization employee, contractor, representative, or agent. Partner Organization is responsible for all such taxes related to such compensation paid hereunder, including any federal and state income tax, employment tax, social security, or any other obligations under laws or requirements of governmental bodies, and shall indemnify the District against any taxes, liabilities, penalties or costs incurred by the District arising out of any failure of Partner Organization to pay such taxes or from reclassification of any Partner Organization employee, contractor, representative, or agent from an independent contractor to an employee of the District. The District will not reimburse Partner Organization for, or provide Partner Organization or Partner Organization's employees, representatives, or agents with, any form of insurance benefits, pension benefits, vacation or holiday benefits or any other benefits or expenses whatsoever.

**M. Work Eligibility.** Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, Partner Organization shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska.

**N. Non-Discrimination.** Partner Organization agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and 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. Partner Organization 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 Partner Organization or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

**O. Survival of Certain Provisions.** The terms and conditions of this Agreement and any exhibits and attachments that by reasonable implication contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

**P. No Agency Created.** Partner Organization agrees and understands that no authority exists through this Agreement permitting Partner Organization to enter into any third party contract, assume any obligation, or make any representation to third parties on behalf of, or which may bind the District.

**Q. Authorized Representative.** Partner Organization certifies that the individual signing below on its behalf is fully authorized to do so, is fully authorized to bind and commit Partner Organization to the obligations set forth herein, and that no other consents or authorizations are needed to bind Partner Organization to the terms of this Agreement.

**R. Contract Documents.** This Agreement consists of the following attachments which are incorporated herein and made a part hereof by reference which are found after the signature page:

1. Attachment 1, Certification of Destruction/Return of Confidential District Information.

Partner Organization hereby signifies its acceptance of the terms and conditions of this Agreement.

Service Agreement: \_\_\_\_\_

[signature page to follow]

Agreed to:  
\_\_\_\_\_

Agreed to:  
Douglas County School District 0001  
a/k/a Omaha Public Schools

3215 Cuming Street  
Omaha, Nebraska 68131

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: President, Board of Education

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Title: Secretary, Board of Education



**Attachment 1**  
**Certification of Destruction/Return of Confidential District Information**

I\We, \_\_\_\_\_, as the authorized representative(s) of the Partner Organization (identified below) do hereby acknowledge and certify under penalty of perjury that

[check one]:

\_\_\_\_\_ (a) the Confidential District Information provided Partner Organization pursuant to the District Data Protection Agreement was destroyed. Further, all Regulated Information was destroyed by: (a) shredding; (b) permanently erasing and deleting; (c) degaussing; or (d) otherwise modifying the Confidential Information in such records to make it unreadable, unreconstructable, and indecipherable through any means, in accordance with NIST 800-88 or an equivalent standard.

\_\_\_\_\_ (b) the Confidential District Information provided Partner Organization pursuant to the District Data Protection Agreement has been returned.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Partner Organization/Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT C****3410 - Safe Driving Record Standard for Drivers****Last Updated Date: 04/17/2023****Adoption Date: 01/21/2015****Revision History: 09/21/2020****Standard for Pupil Transportation Vehicle Drivers:**

Each person who is required to have an operator's license to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold an operator's license. One of the requirements for obtaining such a license is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 10 years; or,
3. Receiving two (2) or more driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate twenty (20) years.
4. Reckless driving or willful reckless, within the immediate prior 10 years; or
5. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

**Standard for Drivers of Small Vehicles for Activity Trips:**

Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 10 years; or,
3. Receiving two (2) or more driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate twenty (20) years.
4. Reckless driving or willful reckless, within the immediate prior 10 years; or

5. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

**Standard for Drivers of Other School Vehicles:**

Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 5 years; or,
3. Receiving two (2) or more driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate 10 years.
4. Reckless driving or willful reckless, within the immediate prior 5 years; or
5. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

**Legal Reference:**

Neb. Rev. Stat. 79-318, 79-602, 79-607 and 79-608  
Neb. Rev. Stat. 60-4,182 (point system)  
Title 92, Nebraska Administrative Code, Chapter 91

**ATTACHMENT A**

**PLEASE NOTE: THIS QUESTIONNAIRE MUST BE COMPLETED AND RETURNED TO DISTRICT WITH THE BIDDER'S BID RESPONSE.**

Douglas County School District 0001  
Bid No. 26-035

**BIDDER QUESTIONNAIRE FOR  
DOUGLAS COUNTY SCHOOL DISTRICT 0001  
STUDENT TRANSPORTATION SERVICES BID**

TO THE BIDDER:

The information provided herein will be used to assist Douglas County School District 0001 ("District" or "OPS") in evaluating the qualifications of the Bidder to satisfactorily provide student transportation services. The questionnaire must be filled out accurately and completely and must be submitted to District with the Bidder's bid response. The failure to complete the form and return it by the time specified, or any errors, omissions or misrepresentation in the Questionnaire may result in the bidder being excluded from bidding or may be considered as a basis for the rejection of the bidder's bid. Any incorrect or false information submitted may also be considered a default of any subsequent contract executed by Bidder and District. Additional sheets may be attached to this Questionnaire by Bidder if there is not adequate room on this form.

**I. Description of Bidder's Organization**

A. Legal name of Organization (also include any trade names utilized by Bidder).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Type of organization

1. Corporation (circle correct answer)? Yes No

a) State of incorporation: \_\_\_\_\_

b) Names and titles of principal officers:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) If Bidder corporation is a subsidiary, give name and address of parent corporation.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Limited Liability Company (circle correct answer)? Yes No
- a) State of organization: \_\_\_\_\_
- b) Names of Members:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c) Names of Managers (if any):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- d) If Bidder company is a subsidiary, give name and address of parent corporation or company.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. Partnership (circle correct answer)? Yes No
- a) State of Organization: \_\_\_\_\_
- b) General partnership (circle correct answer) Yes No
- c) Limited partnership (circle correct answer) Yes No
- d) List general partner names and residence addresses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Proprietorship (circle correct answer)? Yes No

**II. Nature of Operations:**

Is your firm currently engaged in transportation of school students (circle correct answer)?  
Yes No

- A. List all student transportation contracts involving more than 25 buses that you are currently serving or that you have served in the previous three (3) years. For each contract show the name and address of the school served, the name of the personnel of the school district in charge of transportation, the approximate

average daily number of students transported, and the approximate daily number of buses utilized.

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B. Have you ever had a student transportation contract cancelled or terminated before its expiration (circle correct answer)? Yes No

If Yes, give the reasons for cancellation or termination and the name and address of the School District canceling or terminating the contract.

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**III. Vehicle Data**

If awarded this Bid, do you intend to purchase new buses for the performance of the contract? If not, list the buses by make, size, year, model and type of fuel that you intend to use.

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**IV. Management and Advisory Personnel**

Give name, title, and a brief resume of the person that you propose to be responsible for the overall management of student transportation operations for the District in Omaha, Nebraska, during performance of the Contract with the District.

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**V. Driver Personnel**

A. The approximate number of full or part time school bus drivers now in your regular employment.

1. Full-time: \_\_\_\_\_

2. Part-time: \_\_\_\_\_

B. What procedures do you have to verify information on employment applications?

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- C. Do you use any pre-employment driver test procedures (circle correct answer)?  
Yes No

Describe briefly: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- D. Please describe the background check procedures you utilize for prospective employees:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VI. Preventative Maintenance and Mechanical Repair**

- A. Briefly describe your preventive maintenance program.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- B. Do you have a manpower or mechanic allotment schedule (circle correct answer)? Yes No?

(Number of buses per mechanic, etc.)

- C. What qualification and experience requirements do you have for employment of your mechanical personnel?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VII. Driver Training and Safety**

- A. Do you have an established and continuing driver training program in your present operation (circle correct answer)? Yes No

- B. Describe the program:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Do you have an established, continuing safety program (circle correct answer)?  
Yes No

D. Give the name, title, and experience of the person or persons charged with the responsibility of this program.

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E. How often are safety meetings required to be held?

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**VIII Financial and Credit Data**

Please provide the names, addresses, and telephone numbers of five (5) business references, including at least one financial reference and two school district references that can be contacted.

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Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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