Bid Invitation
Bid No. 27-013

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:

AUGMENTED STUDENT TRANSPORTATION

RETURN BIDS TO:

transportationservicesbid@ops.org

IMPORTANT BID SUBMISSION INFORMATION AND DEADLINES:

Bid Number	27-013
Date of Issuance of Bid Invitation	November 25, 2026
Deadline for Submission of Questions	December 9, 2026
Bid Submission Deadline	January 12, 2027
Estimated Timeline for Evaluation of Bids	January 2027
Anticipated Bid Award & Board of Education Approval Timeline	February 2027

Question Submission Box Address	transportationservicesbidqa@ops.org
Bid Submission Box Address	transportationservicesbid@ops.org
Microsoft Teams Meeting Phone Number	402-509-3892
Microsoft Team Phone Conference ID Microsoft Team Meeting ID	818 000 086#
Address for in Person Bid Opening	District Operational Services Purchasing Division Omaha Public Schools 3215 Cuming Street Omaha, NE 68131

Bid Invitation 27-013

Augmented Student Transportation

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1.0 BID INVITATION

Douglas County School District 0001 (Omaha Public Schools) ("OPS" or "District") invites qualified bidders to submit bids to furnish Vehicle Transportation Services (“Services”) as required for District pupils and personnel. The Services to be provided will supplement the Services currently provided to OPS by Zum Services Inc., the existing contracted student transportation provider, and by Collaborative Student Transportation, LLC and Hop Skip Drive, Inc., which are providing additional student transportation services.

A more detailed description of the Services to be provided is in Section 2.0, Contract Specifications, and in Section 3.0, Summary of Services Requirements. Bids must be completed on the Bid Form provided in the Bid Documents and submitted in accordance with the requirements stated in these Bid Documents. The bid prices quoted in the bid shall be the only cost to OPS for the Services provided and shall include all costs for equipment acquisition, equipment repair and maintenance, all employee wages and benefits, all fuel costs, 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 successful bidder in providing the equipment and providing the required Services.

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, attached Exhibits A, B and C 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 reserves the right to determine in its discretion if multiple awards of this bid are to be made, and if so, which portion of the student transportation services to be provided will be awarded to each successful bidder:

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 CONTRACT 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 that were awarded by OPS to Contractor. The Services shall consist of furnishing the school vehicle transportation as required for students and other persons designated by District to and from schools operated by District, and to and from other locations as also directed by OPS. Subject to the terms and conditions of the Contract Documents (as defined in Section 5.1), Contractor shall provide the Services each school day during the term of this Contract (unless sooner terminated as provided in the Contract Documents). The Services to be provided shall consist of

furnishing the following Services:

2.1.1 School vehicle transportation Services as required for students and other persons designated by OPS to and from schools operated by District,

2.1.2 School vehicle transportation Services to and from other locations as directed and more particularly described in this Contract, and

2.1.3 Those other Services described and required by the Contract Documents, including but not limited to the type of equipment to be furnished by the Contractor to perform the Services.

Dependent upon school schedules, routes, and load factors, the aggregate number of school vehicles that OPS anticipates will need ranges from an approximate low of five (5) vehicles per school day to a potential high of twenty-five (25) vehicles per school day. All vehicles must meet the specifications set forth in Section 2.7 below. Such Services shall be provided regularly, promptly and safely for such students. Each designated student will be picked-up and dropped-off by Contractor at the location designated by OPS. OPS reserves the right to add or delete students from the Services to be provided upon advance notice to Contractor given at least twenty-four (24) hours before the next scheduled pick-up time for such student. If the addition of students will cause the number of students to exceed the capacity of the vehicle(s), then being used by Contractor to provide the Services to the applicable OPS school, Contractor shall add additional vehicles as needed to safely transport such students, limited, however to the maximum number of 25 vehicles that Contractor may be required to furnish. OPS also reserves the right to change school hours, adjust starting times, decrease the students served, substitute students, and to make periodic increases or decreases, for any particular school day, in the number of vehicles required for that day, up to a maximum increase or decrease of ten (10) vehicles from the number of vehicles scheduled for that day. No particular number of students to be transported are guaranteed or assured by OPS. In performing the Services hereunder, Contractor will comply with all applicable Federal, state and local laws, ordinances, regulations and codes in providing the Services.

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 Services utilizing a potential of up to twenty-five (25) school vehicles each school day during the term of this Contract 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 types of vehicles identified in its bid 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 this Contract other than the driver of the vehicle, District-approved passenger(s), and an aide if required. Contractor shall provide the name and job title of the Contractor’s on-site manager who will supervise Contractor’s student transportation operations on the Bid Form.

2.3 CONTRACT TERM

The term of this Contract shall commence upon the completion of: (i) approval of the Contract by OPS's Board of Education; (ii) execution of this Contract by the parties; (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, with an anticipated start date of August 1, 2027. Unless terminated earlier pursuant to the terms of this Contract, the term of the Contract shall end on August 14, 2028 ("Initial Contract Term"). 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 this Contract as the "Contract Term"). If exercised, the first Option Term shall begin on August 15, 2028, and end on August 14, 2029, and the second Option Term, if exercised, shall begin on August 15, 2029, and end on August 14, 2030, unless either are earlier terminated as hereinafter provided. All terms and conditions of this Contract will apply to the Option Terms, other than the Contractor's charges for Services rendered, which shall be as set forth in the Agreement between OPS and the Contractor. OPS 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.

2.3.1 Summer School. For the Initial Contract Term and any Option Term, OPS shall have the right require Contractor to furnish Services for the summer school session that follows any school year in which this Contract is in effect, in which event, Contractor shall furnish Services as required by the Contract Documents.

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 (as defined in Section 5.1). 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 PRICING OF SERVICES

Bidders shall price the Services on the Bid Form in accordance with the following categories and requirements:

2.5.1 School Year Services. Bidders shall submit a fixed daily rate per route for each of the routes for which the Bidder, if awarded a contract for Services, will provide School Year Services during the Initial Contract Term and each of the Option Terms elected by OPS, as applicable.

2.5.2 After-Hours or Weekend Rate. Bidders shall submit a single fixed daily rate per route serviced, for the Initial Contract Term and each Option Term, for any Services provided as After-Hours or Weekend Services, as those terms are

defined in Section 2.11. The District does not anticipate the need for more than 15 vehicles for After-Hours or Weekend services.

2.5.3 Summer School Services. Bidders shall submit a fixed daily rate per route for each route for which the Bidder, if awarded a contract for Services, will provide those Services for Summer School, for the Initial Contract Term and each Option Term. Summer School Services will be provided at the option of OPS, and there is no assurance that such Services will be requested.

2.5.4 For purposes of pricing the Services, a "route" is defined as a single "run" or a combination of "runs" in a school day. A "run" is defined as "a single, individual trip or cycle a bus makes from a starting point (such as a bus terminal or a school) to an ending point (such as a school or neighborhood stop.) The District will schedule all "routes," see Section 2.4. The applicable fixed daily rate requested in the Bid Form shall be the total and only charge to OPS per vehicle, per day for servicing such a route. The reference in the Bid Documents to the number of vehicles provided by Contractor refers only to the total number of vehicles provided by Contractor to service all routes assigned to Contractor and does not refer to the number of buses needed to service a single route. The reference to the number of buses furnished by the Contractor in the Bid Documents is to request of the bidder if there is any per route discount if the Bidder is required to provide 16 or more buss to service all of the routes assigned to the Bidder if it is designated as the successful bidder.

2.6 PAYMENT

Contractor shall submit a statement to OPS for Services rendered in arrears under this Contract no more frequently than monthly. Charges on the statement for Contractor's Services to OPS shall be based upon prices set forth in the Contractor's bid. Such statement shall include the dates for which the Services are being billed, the routes that were driven, the destination or departure school facility and such other information requested by OPS as is reasonably necessary to enable OPS to determine that the charges are accurate and in accordance with this Contract. Invoices requesting payment must be submitted at least 10 working days prior to the date of a scheduled Board of Education meeting to allow 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.

2.7 EQUIPMENT

Contractor will provide such Services in clean, sanitary, well-maintained vans or buses that shall have a certified maximum capacity of nine (9) or fewer passengers for vans or a certified maximum capacity of fourteen (14) or fewer passengers for buses (cars and SUVs are not permitted), excluding the driver, which are clearly marked on the exterior of the van or bus with the name of Contractor. Certification of capacity shall be made in accordance with the provisions of Nebraska Department of Education Rule 92. Contractor shall have an adequate number of standby vehicles available to use to transport students in the event a vehicle is damaged, is being repaired or is otherwise out of service. All vehicles shall be properly licensed, and shall comply with all applicable federal, state and local laws, ordinances and regulations, including the requirements of

the Nebraska Department of Education Rule 92. OPS shall have the right from time to time to inspect the vehicles used to provide Services hereunder to determine compliance with the requirements of this Contract and applicable law.

2.7.1 Each driver of a Contractor vehicle shall maintain two-way communication with its base of operations during the entire time that the driver is transporting OPS students.

2.8 ANCILLARY EQUIPMENT

Contractor shall also provide the following additional equipment in any vehicle used to provide Services, which Contractor will maintain at all times in good repair and in operating condition:

2.8.1 At least one (1) mobile video recording device to be placed in each Contractor vehicles as requested by OPS, to record both video images and audio recording. The device shall be front to rear viewing and shall be capable of providing clear video recordings of the interior of the vehicle, reasonably free of distortion and vibration from operation of the vehicle, with simultaneous audio recordings. The device shall be capable of recording the entire daily trip (morning, noon, and afternoon) without overwriting any previously recorded information from that particular trip. The video image recording shall also accurately display the date and time of recording. Contractor shall be the owner of all such equipment and shall always keep the equipment in good operating condition and repair. Contractor shall retain and prevent overwriting or any other type of deletion of copies of all video and audio recordings for at least 30 days after recording. Contractor shall deliver to OPS any video and audio recording from a specific date and time period on a media storage device acceptable to OPS when such recording is requested by OPS. Upon request by OPS, the Contractor must provide the video and audio recording to OPS within 24 hours of the vehicle completing the route and without any charge to OPS.

2.8.2A system to provide at all times real-time vehicle location information to OPS. Information from such system regarding any vehicle of the Contractor will be made available to OPS for those vehicles used to provide services to OPS at OPS's request within 24 hours of the request.

2.8.3 A system to provide a reminder to the driver to reduce the chance of an unattended child being left on a vehicle. The system must require the vehicle driver at the end of a trip to inspect each seat of the vehicle for any children remaining on the vehicle prior to the driver exiting the vehicle. The system must be located in a position at the rear of the vehicle that requires the driver to walk the length of the vehicle from front to rear and inspect each seat in the entire vehicle and will include electronic or non-electronic methods for the driver to verify to the Contractor that the inspection has occurred. Contractor shall display their protocol to OPS for approval upon request.

2.9 PHONE SYSTEM

While providing services to OPS, Contractor must provide, at its expense, a minimum of one separate business phone line that will be answered by Contractor's staff or a

telephone answering service on a timely basis for schools, parents, and community members to contact Contractor with questions or concerns regarding OPS student transportation. Contractor must maintain a call log of all phone calls received. From 6:00 a.m. to 6:00 p.m. on school days, Contractor must have sufficient staffing to answer promptly all of the incoming telephone lines. Contractor will also be responsible for providing such coverage of phone calls for After-Hour and Weekend operations for OPS-related events during all times such transportation services are being provided and until one hour after all transportation services provided to OPS by the Contractor have ceased for the day,.

2.10 NO DEFECTIVE EQUIPMENT

In the event, at any time, OPS determines that Contractor has not timely performed any required preventive maintenance in accordance with the preventative maintenance schedule for any vehicle, or that Contractor has not maintained any such vehicle as required, or that Contractor has not kept such vehicle clean and sanitary, or 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, OPS may require that such vehicle be removed from service and replaced 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 and it does not have sufficient substitute vehicles to cover the route, Contractor may be subject to liquidated damages or route withdrawal. If the vehicle is defective, a daily liquidated damage amount will be assessed per each defective vehicle.

2.11 DRIVER QUALIFICATIONS

Contractor shall provide an adequate number of qualified and experienced drivers, to drive when requested by OPS. Contractor shall provide OPS with current information as to the identity and credentials of all drivers providing services to OPS students under this Contract. Contractor shall conduct credential reviews of drivers and ensure that each driver holds a current valid driver's license and has such other permits and licenses as are necessary for the driver to perform driving services for Contractor under this Contract, including a current level certification. Drivers shall be neat and clean in appearance and appropriately dressed at all times, consistent with OPS'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. Drivers shall not smoke, use tobacco products, or vape while operating a school transportation vehicle under this Contract.

2.12 AFTER-HOURS AND WEEKEND SERVICES

For the purposes of this Agreement, “After-Hours” services shall be defined as any Service provided after 6:00 p.m. local time, Monday through Friday. “Weekend” services shall be defined as any Service provided at any time on Saturday or Sunday, or provided on an OPS recognized holiday.

2.13 DRIVING RECORD AND BACKGROUND CHECKS

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, a 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, a social security number and name trace, a multi-court jurisdictional database search, a global watch search, a motor vehicle records search, and a public records check for the past seven (7) years. The sexual offender check must include but is not limited to a check on the Nebraska State Patrol Sex Offender Registry and the United States Justice Department DRU National Sex Offender Public website. Contractor shall also meet all requirements for drug and alcohol testing promulgated under applicable governmental laws, ordinances, or regulations, 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. OPS may request at any time to audit the background check information for Contractor employees engaged in providing transportation services for OPS. If it is determined that the background check results are unacceptable to OPS or the results do not comply with Contract requirements, OPS may require removal of the employee from servicing OPS, including driving for its routes.

2.14 DRIVER SAFETY REQUIREMENTS

Contractor shall only utilize qualified drivers for this Contract who are capable of safely transporting students. Drivers may not provide Services under this Contract who:

- Do not have the required licenses and permits;
- Have an unsatisfactory background check;
- Test positive for drugs or controlled substances;
- Have any "fault" automobile accidents, or more than two (2) "non-fault" automobile accidents, during the six (6) month period prior to the Effective Date of the Contract or during the term of the Contract; or
- Are otherwise determined by Contractor or OPS to be unfit to safely transport students.

Contractor shall immediately remove any driver from providing Services to OPS as soon as 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 this Contract.

If Contractor fails to immediately remove a driver as required above, either at OPS's request or at the time Contractor knew or should have known of the circumstances

rendering that driver unfit to safely transport students, such failure shall constitute a material default under this Contract, and, in addition to any other remedies available to OPS under this Contract, OPS may: (i) Direct Contractor to immediately assign a qualified replacement driver for the affected route; (ii) assess liquidated damages against Contractor in an amount determined in accordance with Section 2.18; and/or (iii) withdraw the affected route pursuant to Section 2.19.

2.15 STUDENT DISCIPLINE

Contractor recognizes its responsibility to OPS for the maintenance of proper student discipline as an inherent factor to the safety of all persons aboard a vehicle. The driver is to be primarily a reporting agent only and is not to perform physical acts of discipline. Student behavior problems that develop on the vehicle will be reported by Contractor to the principal of the school to or from which the student is being transported—or, if the student is being transported between two schools, the principal of the destination school—for any decision regarding disciplinary action. The driver is not authorized to remove student from the vehicle. If a student is endangering the safety of other riders, the driver should stop the vehicle and call for assistance. Contractor shall notify the OPS as soon as possible of such action.

2.16 CONFIDENTIALITY

2.16.1 The parties recognize that in the performance of Services contemplated herein, each party to the Contract may disclose to the other confidential, proprietary, business, and other information. A party disclosing information that it considers confidential or proprietary shall identify that information as such at the time of disclosure, either by marking the information "Confidential" or "Proprietary" (if in tangible or written form) or by confirming its confidential or proprietary status in writing within a reasonable time following disclosure (if disclosed orally or in a non-marked format); information not so identified shall not be subject to the protections of this Section 2.16.1 unless the receiving party knew or reasonably should have known, given the nature of the information or the circumstances of disclosure, that it was confidential or proprietary. 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 or 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 or 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, on or before the commencement of the Initial Term, Contractor shall enter into the Data Protection Agreement with OPS relating to the gathering and use of student data that is attached hereto as Exhibit B. Contractor expressly acknowledges that all student information not

designated by OPS as "directory information" is considered private and subject to FERPA protection. Any student information that Contractor, its employees or agents receive is confidential and may only be used for providing services under this Contract.

2.17 RECORDS AND ACCIDENT REPORTS

Contractor shall be required to provide those reports and records deemed necessary by OPS for proper knowledge of, and evaluation of, the transportation services provided to OPS. Contractor shall notify the OPS Transportation Office and schools involved immediately by telephone of any vehicle accident or student injury. Contractor shall forward to OPS, 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.

2.18 LIQUIDATED DAMAGES

Contractor acknowledges that the regular, timely, and consistent performance of the Services under this Contract is critical to the proper functioning of OPS and is critical for OPS's students in achieving their educational goals. Contractor further agrees that if the Contractor neglects, fails, or refuses to perform any duty or obligation under this Contract, OPS will suffer damages due to such default, which may be difficult to measure. As such, Contractor does hereby agree, as a part consideration for the awarding of this Contract, to pay to OPS the following amounts specified in this Contract, not as a penalty, but as liquidated damages for each of the defaults specified. The liquidated damages amounts fixed below are agreed upon by and between the Contractor and OPS because of the impracticability and difficulty of fixing and ascertaining the actual damages OPS would in such event sustain, and said amount is agreed to be the amount of damages which OPS would sustain and said amounts shall be deducted and retained from time to time by OPS from amounts due Contractor under this Contract.

2.18.1 In the event the Contractor is late in performing any of the Services required by the Contract, the Contractor will be charged liquidated damages by OPS. Except in circumstances such as inclement weather, traffic congestion, delay resulting from the need to address discipline problems, or delay attributed to circumstances beyond the Contractor's control and approved by OPS, Contractor will be charged liquidated damages for vehicles that are late in picking up or dropping off OPS students or personnel in the following amounts:

10 minutes to 19 minutes late -- $60.00 charge per late vehicle
20 minutes to 29 minutes late -- $85.00 charge per late vehicle
30 minutes or more late (missed trip) -- 1.50 x Route trip cost

Should a trip be missed entirely, in addition to the liquidated damages amount noted above, Contractor shall not charge OPS for the missed route/trip. In the event Contractor utilizes a single vehicle to cover two routes ("doubled route"), OPS shall only be charged for one route. The other route will be considered a "missed trip." The Contractor shall report daily to OPS, as soon as reasonably practical, all missed, late, and doubled routes. All charges against Contractor shall be deducted from monthly payments due Contractor under this Contract.

Contractor shall immediately notify OPS and the particular school involved in the event of delay. Contractor agrees to pick up any missed OPS students or personnel in a timely manner and at its own expense. The late charges set forth herein are in addition to all other remedies that OPS has in the event of default.

2.18.2 Additional liquidated damages may be imposed for lack of service or other infractions, as listed in the chart below. 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 damages may apply to any one route. Liquidated damages will not be imposed for situations that OPS 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 and will be based on his/her investigation of the circumstances of each incident.

Infraction	Liquidated Damages
Arriving at school 10-19 minutes late	$60
Arriving at school 20-29 minutes late	$85
Arriving at school 30 or more minutes late (missed trip)	1.50 x Route trip cost
Leaving vehicles unattended with students on board	$550
Failure to report an accident to the Division of Transportation and / or school officials within 30 minutes of the accident	$150
Driver operating route without the most current rider list	$100
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 vehicle	$100
Discharging riders at unauthorized stops (e.g., allowing pupils to go into the store or delivering students to an unauthorized residence or location).	$150
Driver operating a vehicle without current vehicle credentials or when otherwise unfit to safely transport students for reasons not described in this Section 2.18.2	$150
Driver cited for speeding while students are on board	$500
Driver operating a vehicle while impaired by any substance, regardless of whether a citation was issued	$550
Failure to provide video within 24 hours of request	$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 OPS on the next applicable billing unless otherwise directed by OPS.

2.19 WITHDRAWAL OF ROUTES BY OPS

In addition to any other remedy that OPS may have, 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 peri- beginning from the first day of each school year, OPS may, without terminating this Contract, withdraw the route from Contractor and utilize a substitute contractor to serve such route for the reminder of that school year.

3.0 SUMMARY OF SERVICES REQUIREMENTS

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 to be on hand as substitute vehicles.
Drivers	Vendor will provide enough Qualified and experienced drivers to fulfill routes provided by the District.
Driver Training	Minimum NDE Level 1 training.
Driver Pre-qualifications	Driving Record, Criminal Background checks and E-Verify required for all Drivers providing services to OPS.
Confidentiality	OPS information designated as Confidential or Proprietary and all student information; Data Protection Agreement required (see Exhibit B).
Records & Accidents	Provide records when requested & notify immediately of accident. See Section 2.17.
Withdrawal of Routes	Performance based removal. See Section 2.19.
School Year Transportation	Qualified and experienced drivers to adequately complete all required transportation routes with safe Clean, Sanitary, well-maintained vehicles provided by the contracted firm.
Vehicle Requirements	• Minimum of 5 vehicles per school day with a Maximum of 25 vehicles per school day • Vans with a maximum capacity of 9 passengers (excluding the driver) • Buses with a maximum capacity of 14 passengers (excluding the driver) • All vehicles must meet minimum requirements set forth in Nebraska Department of Education (NDE) Rule 92. • All vehicles provided must be clean, sanitary, and well-maintained.
Ancillary Equipment	• Minimum 1 video & Audio recording device per vehicle. • Two-way communication device per vehicle

	• Real-time vehicle location at all times (GPS). • Procedure to ensure a child check has been done at the end of each run • NDE required vehicle inspections. • Phone service with at least one dedicated line for OPS families to contact the vendor during required hours (see Section 2.9) • Proof of preventative maintenance on vehicles
After-Hours and Weekend Services	Qualified and experienced drivers to adequately complete all required transportation during after-hours or weekend service requests.
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 will be rejected. Failure to submit the above information may be sufficient grounds for rejection of a bid. Bids that attempt to change, modify, or add 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 or a document separate from the Bid Documents 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 Page of these Bid Documents for questions is the only authorized means by which a representative of OPS 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 attached to and submitted through 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 in pdf format:

- Vehicle Specifications and standard equipment features of vehicles proposed to be used.
- List of any variances from Bid Document specifications.
- Certification for proposed Services as described in Section 005.09 of NDE Rule 92.
- 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.

4.4.4 Bidder must complete and submit with the completed bid form the Signature Page and 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 Cover Page of 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, 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 the Microsoft Teams meeting at 1 402-509-3892 within the United States; the 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 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.

4.10 BID AWARD

OPS reserves the right to reject any or all bids or any part thereof and to waive any and all technicalities and irregularities. Please review Section 1.0, which describes whether OPS intends to award the bid to a single bidder or award portions of the bid to multiple bidders. 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 Agreement 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.

4.11 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.

4.12 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 Services by the successful bidder and that the bidder has all required governmental licenses and permits required to perform the type of Services required.

4.13 POST BID EVALUATIONS

Prior to recommendation to the Board of Education for the bid award, the 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. As part of that evaluation, the District has requested bidders to provide as an attachment to their bid a list of references of companies that have contracted with Contractor for similar projects, See Section 4.4.3 and Exhibit A.

5.0 GENERAL TERMS AND CONDITIONS

The following terms and conditions, along with the remainder of the Bid Documents, will become a part of the Agreement or Purchase Order between the successful bidder and OPS. The term "Contractor," as used in these Bid Documents and in the Contract Documents, means the successful bidder or bidders issued Purchase Order(s) by OPS or who contract 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 any Purchase Order that may be issued shall each incorporate by reference all of the Bid Documents together the Contractor’s completed Bid Form (the Agreement or Purchase Order, together with the Bid Documents and Contractor’s completed Bid Form are collectively the "Contract Documents"). Such Contract Documents will altogether and collectively constitute the “Contract” between OPS and the Contractor for the purchase of the 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. 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 this 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 any Purchase Order to provide Services described in these Bid Documents 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 or any Purchase Order, OPS shall have the right to review any subcontractors that the Contractor intends to use to provide such Services. 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 Product or service. 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 WORKER'S 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, 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 duration of work, and shall be further maintained for a minimum period of 2 years after final acceptance and payment.
- 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 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: $5,000,000 Per Occurrence
- Policy shall provide liability coverage in excess of the specified Workers Compensation/Employers Liability, Commercial General Liability and Auto Liability.
- 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 tools owned, rented or used in connection with the Contract, including tools, machinery, equipment, storage devices, containers, scaffolding and the like owned or rented by Contractor, or Subcontractors agents, subs, suppliers or employees.

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
  Workers Compensation
  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

- 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 this contract, District does not represent that the coverage and limits required will necessarily be adequate to protect the Contractor's interest in the work. Such coverage and limits shall not be deemed or construed to be any limitation on the Contractor's liability to District for any claim.
- All policies of insurance must be written on an occurrence basis and not a claims made basis.
- Contractor will require that any subcontractor performing work 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.

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
AUGMENTED STUDENT TRANSPORTATION
BID NO. 27-013

Proposal of _____, a [ ] corporation organized and existing under the laws of the State of _____; a [ ] limited liability company organized and existing under the laws of the State of _____; a [ ] partnership, organized and existing under the laws of the State of _____; or an [ ] individual (check the appropriate box).

TO: Omaha Public Schools Purchasing Division
3215 Cuming Street
Omaha, Nebraska 68131-2024

The undersigned, having familiarized itself with conditions affecting the cost of furnishing the Services specified in the Bid Documents and the delivery and installation costs thereof hereby proposes and agrees to furnish the Services as listed and described in Section 2, Contract 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.

School Year Services: The daily rate to be charged to District for the Services shall be the following fixed per day amount for each route for which Contractor provides Services**:**

	5 - 15 vehicles	**16+ vehicles**
2027-2028 School Year:	$_____	$_____
2028-2029 School Year (option year 1)	$_____	$_____
2029-2030 School Year (option year 2):	$_____	$_____

After-Hours or Weekend Rate:

2027-2028 School Year:	$_____
2028-2029 School Year (option year 1)	$_____
2029-2030 School Year (option year 2):	$_____

Summer School Services: The daily rate to be charged to District for the Services shall be the following fixed per day amount for each route for which Contractor provides services for Summer School. Student Transportation Services for Summer School will be provided at the option of OPS. There is no assurance that these Services will be requested by OPS.

	5 - 15 vehicles	**16+ vehicles**
2028 Summer School:	$_____	$_____
2029 Summer School (option year 1)	$_____	$_____
2030 Summer School (option year 2):	$_____	$_____

As used herein for purposes of calculating the amount to be charged to District, a "route" means transportation both to and from the designated District facility by a Contractor-provided vehicle. This daily rate shall be the total and only charge to District for such Services and includes both the pick-up of students at their respective residence and the return of those students at the end of the school day. District shall only be charged for the number of vehicles actually required by District to provide such Services each day.

Equipment: Please list below the vehicles that you propose to use to provide Services to OPS, including the chassis make, the body make (if different from the chassis), the model and year of manufacture of each vehicle, and the number of each type of vehicles that will be available at the start of the Contract term. Use attached sheets if necessary.

_____

_____

C. **Site Manager:** Please indicate the name and title of the on-site manager who will oversee student transportation operations: _____

Following Attachments are included:

- Vehicle Specifications and standard equipment features of vehicles proposed to be used.
- List of any variances from Bid Document specifications.
- Certification for proposed Services as described in Section 005.09 of NDE Rule 92.
- References (Exhibit A)

[Signature Page follows below]

SIGNATURE PAGE
AUGMENTED STUDENT T RANSPORTATION
BID NO. 27-013

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 OPS 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:* _____

*Dates Services performed:*_____

Size of school district: _____*/students*

2. Name of District: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ *E-mail:* _____

*Dates Services performed:*_____

Size of school district: _____*/students*

3. Name of District: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ *E-mail:* _____

*Dates Services performed:*_____

Size of school district: _____*/students*

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 NFDP, 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, identity, 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:

_____

By: _____

Name: _____

Title: _____

Date: _____

Agreed to:

Douglas County School District 0001
a/k/a Omaha Public Schools

3215 Cuming Street
Omaha, Nebraska 68131

By: _____

Name: _____

Title: President, Board of Education

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

7892817.4