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

INVITES BIDS ON:

AUGMENTED STUDENT TRANSPORTATION

Bid Number: 24-048
BID DUE: June 4, 2024, at 2:00 p.m. CDT

Please include the bid number on all correspondence. Submit email electronic bids to the following locked bid box:
Transportationservicesbid@ops.org
I. **BID INVITATION:** Douglas County School District (Omaha Public Schools) ("OPS" or "District") invites qualified Contractors to submit bids to provide transportation services as specified in the Bid Documents (the “Services”) for the District’s students and personnel. Contractors submitting bids must be capable of supplying a minimum of ten (10) and up to twenty-five (25) Vehicles daily, not including the required 10% spare drivers and Vehicles. The bid prices quoted in the bid shall be the only cost to the District for the Services provided and shall include all costs for equipment acquisition, equipment repair and maintenance, all employee wages, benefits and employment taxes, all building and facility costs and rents, utilities, technology and communication costs, 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. The “Bid Documents” include this Bid Invitation, the Bid Submission Instructions, the Service Specifications and Contracting, Attachment 1 -- the Contract form (the “Contract”), Attachment 2 -- the Bid Form, Attachment 3 -- References and Attachment 4 -- Data Protection Agreement.

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

1. **Bid Preparation.** All bids must be completed and submitted on the unaltered OPS Bid Form that is a part of the Bid Documents. DO NOT SUBMIT BIDS ON ANY OTHER FORM. Only one bid may be submitted by any bidder. All required blanks on the Bid Form for each item being bid 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 be the total cost to the District for the Services, inclusive of all costs for equipment acquisition and equipment repair and maintenance, all employee wages, benefits and employment taxes, all building and facility costs and rents, utilities, technology and communication costs, 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 in providing the Services, and no additional amount will be paid by OPS to the successful bidder for the Services provided to OPS as required by the Bid Documents. No bidder will be allowed to offer more than one price on each item to be bid on the Bid Form. If the bidder submits more than one price on any item to be bid, all prices for that item will be rejected. Bidders shall supply with their bids all information, data and attachments required by the Bid Documents and attach the same to the original copy of the bid where applicable. Failure to submit the required information and completed attachments is sufficient grounds for rejection of a bid. Bids that attempt to change, modify, or add additional terms and conditions to the Bid Documents by conditioning a bid response upon the acceptance by the District of different Contract terms from the terms stated in the Contract form that is included in the Bid Documents (Attachment 1), or in the Data Privacy Agreement (Attachment 4) or referencing in a bid response certain terms
on external document or a web site shall be considered non-complying bids by OPS and may be rejected by the District.

2. **Lead Time:** Bidders will indicate in their bid response the lead time that the bidder will need in order to have the equipment and personnel available and ready to furnish the Services. This data will be incorporated into the Contract (Attachment 1) with the successful bidder and will be a part of the Contract requirements for performance of the Services. For purposes of calculating the time when performance of the Services can commence, the lead time will begin on the date that the Contract is executed by the successful bidder and OPS and the performance bond and insurance certificate is delivered to OPS. Notwithstanding the foregoing, the lead time cannot extend beyond the time that Contractor is obligated to commence Transportation Services for students following the start of the Initial Contract Term.

3. **Bid Bond:** An original certified check or cashier’s check payable to the Board of Education or a satisfactory original bid bond executed by the bidder and acceptable sureties with the District as the beneficiary, in an amount of $25,000.00 shall be submitted with the bid. An image of the bid bond or of the certified or cashier’s check must be submitted with the bidder’s emailed bid and the original certified or cashier’s check or original bid bond (not a photocopy) must be submitted in hard copy with original signatures to District Operational Services, Purchasing Division, at 3215 Cuming St. Omaha, NE 68131 by the bid submission deadline. If an original cashier’s or certified check or an original signed bid bond as required by this Section is not received by the District by the bid submission deadline, the bid will not be considered. To be valid, the Bid Bond submitted must be signed by both the bidder and the surety on the Bond, and if signed by an attorney-in-fact for the surety, a valid power of attorney from the surety must be attached to the Bid Bond. The bid bond, cashier’s check, or certified check will be retained as liquidated damages in case the bidder awarded the Contract fails to furnish the required performance bond, insurance certificate, fails to sign the Contract (Attachment 1) within ten (10) days after notification of the award. Bid bonds, certified checks or cashier’s checks of all bidders will be returned promptly after the delivery of the performance bond, proper execution of the Contract, and the furnishing of the required insurance by the successful bidder.

4. **Bid Questions:** Any questions or requests for interpretation of these Bid Documents must be submitted in writing by email to transportationservicesbidQA@ops.org by 2:00 p.m. CDT on May 21, 2024. These communications requirements have been established by OPS to ensure a fair and equitable process for all potential bidders. The email address listed above for the submission of questions is the only authorized location and representative of OPS who can respond to written questions regarding this bid. Questions submitted to an email address other than the one indicated for questions in these Bid Documents will NOT be answered. Questions submitted in any other manner or submitted after the deadline for submission of questions also will not be answered. Any attempt to communicate 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 as a potential contractor. Answers to questions will be provided to all potential bidders known to OPS to have requested the Bid Documents, without indicating which potential bidder submitted the question. Answers to questions will also be provided on the Purchasing page of the OPS website.

5. **Bid Submission:** All bids must be submitted to OPS by email to the following locked e-mail bid box address: transportationservicesbid@ops.org. All submitted bids must comply with the following requirements:

   A) The bid must be submitted in a pdf format on the completed Bid Form (Attachment 2) that is a part of the Bid Documents, with a signature page completed and attached. The maximum size of the file is 150 Megabytes.
B) The bid must be attached to and submitted with a transmittal email that contains the following language in the subject line of the email: “Bid attached for Bid No. 24-048 Augmented Student Transportation.”

C) A photocopy of the original bid bond or the certified or cashier’s check must be attached to the completed bid form. The original of the bid bond or the certified or cashier’s check must be delivered to the District Operational Services, Purchasing Division at 3215 Cuming St. Omaha, NE 68131, by the bid submission deadline.

D) Bidder’s lead time information must be included in the Bidder’s bid response.

E) The completed Reference sheet (Attachment 3) must be included with the bid submission.

F) The signed Data Protection Agreement (Attachment 4) must be included with the bid submission.

Bids submitted in any other form (excluding the bid bond), including hard copy, facsimile and telephone bids, along with bids submitted to an email address other than the one indicated in these Bid Documents will NOT be accepted. E-mail bids must be submitted to the locked e-mail bid box by the time and date specified on the Bid Documents.

6. **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 not be considered. OPS is not responsible for ANY late bids that are not received by OPS prior to the bid submission deadline. The bid must be received by the time and date indicated on the Bid Documents. The risk of delivery failure and delay rests solely on the bidder. The time clock maintained by the District’s email shall be considered the official clock for determining the close of bidding.

7. **Bid Withdrawals and Resubmissions:** Withdrawal of a bid may be made by a bidder 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 on the subject line stating “Withdrawal of Bid No. 24-048, Augmented Student Transportation”; and actually, received by the OPS Purchasing Division prior to the bid submission deadline. Any attempted withdrawal in any other form, including a hard copy, facsimile, telephone and 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 resubmitted 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.

8. **Bid Opening:** Those submitting bids can attend the opening by accessing Microsoft Teams meeting at Meeting I.D.: 241 156 921 585, passcode: naP8Hr or call in at 1 402-509-3892 within the United States, Phone Conference ID: 378 271 923#. Proposals will be opened in public at the Teacher Administrative Center, 3215 Cuming Street, Omaha, Nebraska 68131 immediately following the close of the time specified for submitting proposals.

9. **Bid Evaluation:** In reviewing the bids and making the award, District may take into consideration, but is not limited to, the following:

   A) Bidder’s experience, financial responsibility, capability and ability to implement and perform the Services required;
B) The cost of the bidder’s Services;
C) Other information provided by bidder on bidder’s bid proposal;
D) Information from Bidder’s references;
E) Bidder’s safety record and driver training program;
F) Assurance the bidder can be in effective operation by date of the Contract and in compliance with the Contract;
G) Any other information District deems relevant in making its decision.

10. Additional Evaluation Information: As a part of the bid evaluation and prior to the bid award, District may also require bidders to submit at their own expense the following information and assurances.

A. Evidence that bidder owns or has guaranteed delivery of sufficient Vehicles and equipment to perform the Services. The Services include the bidder’s ability to repair and maintain its Vehicles and equipment to ensure that the same are in good condition and working order. Bidder shall have the appropriate maintenance and storage facilities for its Vehicles and equipment which will be used to provide the Services.

B. Bidder will be required at its own expense to furnish evidence of intent and ability to comply with the Nebraska Rules and Regulations, Title 92, Nebraska Department of Education, Chapter 92, Nebraska Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles, Title 92, Nebraska Department of Education, Chapter 91, Nebraska Regulations Governing the Driver Qualifications and Operational Procedures for Student Transportation Vehicles, Nebraska Department of Education, as issued by the Nebraska Department of Education and amendments thereto, the pertinent provisions of the Nebraska Motor Vehicle Code, Policies and Regulations of the District, regulations of the City of Omaha, and the State of Nebraska as amended from time-to-time hereafter, all Federal Department of Transportation and Federal Highway Administration requirements, as now exist or as hereinafter promulgated and in effect during the Contract Term, relating to drug and alcohol testing of drivers, and such other applicable laws, ordinances, and regulations as shall be in effect the Contract Term.

11. Bid Award: OPS reserves the right to reject any or all bids or any part thereof and to waive any and all technicalities and irregularities. OPS may award the bid to a single bidder or to two bidders. If the bid is awarded to one bidder, that bidder will be required to provide the minimum number of ten (10) Vehicles requested by OPS and will also be required to furnish any additional Vehicles that may be requested by the District up to the maximum number of Twenty-Five (25) Vehicles that the successful bidder will be obligated to provide under its contract with OPS if all Vehicles are requested by OPS to be furnished. If the award is made to two bidders, OPS will allocate to each of the two successful bidders a minimum number of five (5) Vehicles that each successful bidder will be required to supply to OPS. OPS will allocate between the two successful bidders any additional Vehicles that OPS may request in excess of the minimum number of Vehicles, up to the maximum aggregate number of twenty five (25) Vehicles that OPS may require to be furnished under the Contracts with the two Successful bidders. The allocation of additional Vehicles will be made by OPS to either or both of the two successful bidders based upon District route locations, route assignments, capacity of the successful bidders’ Vehicles, and general District needs as determined by OPS. Other than the minimum number of Vehicles allocated to the successful bidder or bidders, OPS is under no obligation to allocate or request additional Vehicles above the minimum amount from any bidder. The total minimum number of Vehicles that OPS is required to utilize under this RFP and the total maximum number of Vehicles
that the OPS may require the successful bidder or bidders to furnish are also set forth in Paragraph 11 of the Contract attached hereto as Attachment 1. Any Vehicles that OPS requires over the minimum number that OPS is required to utilize under the Contract(s) with the successful bidder(s) will be allocated among the two successful bidders based on District route locations, route assignments, capacity of the successful bidders’ Vehicles, and general District need. 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. OPS and the successful bidder(s) will sign the Contract for the Services using the Contract Form that is a part of the Bid Documents as Attachment 1. 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 the Contract is approved by the Board, if required, and signed by Contractor and OPS.

12. **Contract**: The successful bidder(s) will be required to execute the Contract that is a part of the Bid Documents and designated as Attachment 1. This Contract form will be completed by OPS to include the information in the successful bidder’s bid response. The successful bidder(s) will be required to furnish a corporate surety bond acceptable to OPS and signed by the successful bidder and by a corporate surety licensed to do business in the State of Nebraska and reasonably acceptable to District, and evidence of required insurance coverage all as described in Paragraphs 5 and 6 of the Contract that is a part of the Bid Documents.

13. **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.

14. **Bid Tabulations**: Bid tabulations are available for review, by appointment in the Purchasing Division offices. Copies of the bid tabulations are available. The cost for a bid tabulation copy is $5.00 for any tabulation up to 20 pages in length. There is an additional charge of $0.25 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.

15. **References**: The Bidder shall provide as an attachment to its Bid Proposal a minimum of three (3) references for whom bidder has performed similar services. Two of those references shall be companies/districts for which Bidder is currently performing services. Bidders must include all information requested in the Attachment for the references listed.

16. **District’s Rights**: The District reserves the right to accept or reject any or all bids or any part thereof and to waive any or all technicalities and irregularities.

III. **SERVICE SPECIFICATIONS AND CONTRACTING**. The Contractor awarded the Contract will be expected to perform the Services for the District that comply with the following specifications and with the requirements of the Contract form that is a part of the Bid Documents (Attachment 1):

1. **Services to be provided**: The Services to be provided shall consist of furnishing: Vehicle transportation as required by the District for students and District personnel, to and from schools operated by District, and to and from other points as directed and is more particularly described in the Contract attached hereto as Attachment 1, which Contract also describes all other obligations that the Contractor will be required to perform and the Vehicles and equipment which must be furnished to provide the Services.
2. **Required Equipment:** Contractor will provide such Services in clean, sanitary, well-maintained Vehicles. Contractor will furnish the number of Vehicles required to be provided under the Contract with OPS as indicated in Paragraph 11 of the Contract. Any vans that are used by Contractor shall have a capacity of ten (10) or fewer passengers and any buses shall have a certified capacity of fourteen (14) or fewer passengers, excluding the driver for both vans and buses, (passenger cars are not permitted), that are clearly marked on the exterior with the name of Contractor (vans and buses are collectively referred to herein as “Vehicles”). The District reserves the right to inspect and review all Vehicles proposed for use in connection with this bid. Such inspections may be conducted periodically at any time during the Contract Term and at the discretion of the District. The purpose of these inspections is to ensure compliance with the District’s standards of safe and reliable transportation. District standards are based on but not limited to, safety features and maintenance requirements. Each inspection will take into consideration the overall condition of the Vehicle. Contractor shall be responsible for maintaining all Vehicles in compliance with these standards for the duration of the Contract. In the event Contractor fails any particular Vehicle inspection, the District retains the right, at any given time, to remove any such Vehicles from active service on any District routes. Certification of capacity shall be made in accordance with the provisions of Nebraska Department of Education Rule 92. The Contractor shall have 10% 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 ordinances and regulations including the requirements of the Nebraska Department of Education Rule 92. District 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. Each driver of Contractor Vehicles shall maintain a method of two-way communication with its base of operations so that two-way communications can be maintained with each driver during the time that the driver is transporting District students. District will provide child safety seats for all students who are required by law to utilize such seats. Vehicles must contain operable seat belts for each passenger as required by Nebraska Department of Education Rule 92. All Vehicles must be owned by the Contractor.

NO PERSONAL VEHICLES WILL BE ALLOWED TO BE USED UNDER THE CONTRACT WITH THE DISTRICT.

[Attachments follow]
ATTACHMENT 1

CONTRACT FOR AUGMENTED STUDENT TRANSPORTATION

THIS CONTRACT ("Contract") is made and entered on ______________, 2024, by and between DOUGLAS COUNTY SCHOOL DISTRICT 0001 (Omaha Public Schools), a Nebraska political subdivision, hereinafter called “District,” and ________________, a ________________ corporation, whose address is ________________, hereinafter called “Contractor.”

WITNESSETH:

WHEREAS District desires to contract with Contractor to provide 10 passenger vans ("Vans") and 14 passenger buses (Buses”) for transportation of designated students and personnel of District under the terms and conditions hereinafter specified (Vans and Buses are collectively referred to in this Contract as “Vehicles”), and

WHEREAS Contractor states and declares that it is able to furnish said Vehicle transportation in accordance with the terms and conditions specified in the Invitation to Bid and other Bid Documents, as hereinafter specified, and

WHEREAS, in response to District’s invitation for bids, this Contract was awarded by District to Contractor.

NOW, THEREFORE, for and in consideration of District’s agreements and covenants hereinafter contained, Contractor hereby accepts all rights and assumes all obligations incident to and resulting from said Bid for the furnishing of Vehicle transportation for pupils and personnel of District as hereinafter set forth.

1. DEFINITIONS

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Contract, it shall have the meaning herein set forth:

Superintendent of Schools
Superintendent of Schools of Douglas County School District 0001 or the Superintendent’s designee

Contractor
________________________________________

2. TERM AND OPTION TO EXTEND

A. The term of this Contract, and the Services to be rendered hereunder, shall commence upon approval of the Contract by the Board of Education of the District and execution thereof by the parties and the delivery to the District of the required performance bond and the insurance certificate by Contractor, and unless earlier terminated as hereinafter provided, shall end on July 31, 2025 ("Initial Contract Term"). The District shall have the option to terminate this Contract without cause at the end of the Initial Contract Term as provided in this Contract. As used in this Contract, the term “Services” shall mean all services to be performed by Contractor under this Contract, including providing all Vehicles and all other equipment, all drivers and other necessary or required personnel, and all necessary fuel, supplies, maintenance and repairs to provide transportation to designated District students and staff.

B. District shall have the option to extend the term of this Contract for two (2) successive 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 1, 2025, and end on July 31, 2026, and the second Option Term shall begin on August 1, 2026, and end on July 31, 2027, 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, which
shall be as set forth in on Exhibit “A” attached to this Contract. District will give written notice of its election to exercise each Option by written notice to Contractor given prior to the expiration of the Initial Contract Term or the first Option Term, as applicable.

3. INDEMNIFICATION

The Contractor, on behalf of itself and its successors and assigns, agrees:

A. To indemnify, defend, and hold harmless the District 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), at law or equity, 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 this Contract 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 the District, or its employees, agents, or contractors.

B. To save, keep, hold harmless, fully indemnify, and defend District and its Board, officers, employees and agents from all damages, or claims for damages, costs, or expenses in law or equity that may at any time arise or be claimed for an infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use in the performance of this Contract of any article of which the Contractor is not the patentee or assignee or has not the lawful right to use.

4. CIVIL RIGHTS

The Contractor and any approved subcontractors shall agree to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended and 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, to the end that, in accordance with Title VI of the Act and the Regulations, 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 the District receives Federal financial assistance from the Department. Contractor hereby gives assurance that the Contractor will immediately take any measures necessary to effectuate this Contract. 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 Contract 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 this Contract. The Contractor further agrees to comply with all applicable requirements of state and local laws, ordinances, and regulations regarding nondiscrimination in employment.

5. PERFORMANCE BOND

Contractor shall furnish and maintain a corporate surety bond signed by Contractor and a corporate surety licensed to do business in the State of Nebraska and reasonably acceptable to District, on forms furnished by District, in the amount of $1,000,000, to guarantee the faithful performance of this Contract. The bond shall be written for the full Initial Contract Term of the Contract and the bond shall be approved as to the surety and as to form by the attorney for District. A bond covering less than the full Initial Contract Term is not acceptable. On August 1, 2025, if the first Option Term is exercised, Contractor shall extend the bond for the full option year and may reduce the bond amount by endorsement to $750,000 and on August 1, 2026, if the second Option Term is exercised, Contractor shall extend the bond for the full option year and may reduce the bond amount by endorsement to $500,000.
6. **INSURANCE**

Prior to commencing performance of this Contract, Contractor shall procure, at Contractor's sole cost, and at all times thereafter during the Contract Term and until the Contractor's obligations under the Contract are fully discharged, maintain with insurers acceptable to the District, 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.

**A. Commercial General Liability Insurance.** Commercial general liability insurance including broad form property, contractual liability, personal injury and sexual abuse and molestation insurance coverages. Contractual liability insurance must also be provided, and if not already provided by the policy terms, then by endorsement to the policy. Minimum limits of liability shall be $1,000,000.00 per occurrence, $2,000,000.00 annual aggregate, covering bodily injuries, property damage, and personal 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.

**B. Automobile Liability.** Limits of at least: $1,000,000 per Accident for both bodily injury and property damage. Coverage shall apply to all Owned, Hired, and Non-Owned Vehicles.

**C. Workers Compensation and Employer's Liability.** Workers Compensation Limits: Statutory coverage for the state of Nebraska. Employer's Liability limits:

- $500,000 Each Accident
- $500,000 Disease - Per Person
- $500,000 Disease - Policy Limit

**D. Umbrella / Excess.** Limits of at least: $4,000,000 per occurrence and aggregate. Policy shall provide liability coverage over 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.

**E. 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.

**F. Requirements Applicable to Multiple Insurance Policies.** District shall be named as an additional insured on a primary and non-contributory basis on the following policies of insurance:

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

Contractor does hereby waive its right of subrogation to and does remise, release and discharge District and its Board members, officers, agents, employees, or representatives, of and from any liability whatsoever hereafter arising from any loss, damage, or injury which is covered by insurance that is carried, or that is required to be carried, by Contractor. Contractor shall obtain from each of its insurers all necessary endorsements to permit such a waiver of subrogation with respect to its Commercial General Liability Insurance, Automobile Liability Insurance, Workers Compensation Insurance, Employers Liability Insurance and Umbrella/Excess liability Insurance policies in favor of District and its Board members, officers, agents, employees, or representatives regarding any such claims. Umbrella coverage shall be following form or broader and cover at least all risks insured under the base coverage. Insurance policies shall provide coverage for passengers from the time that they are delivered into custody of Contractor, or the custody of Contractor's employees, when being picked up at home or at school, until Contractor or Contractor's employees release them to the school, or the bus stop location approved and designated by the applicable District. Prior to execution of this Contract and annually thereafter, Contractor shall provide District with the certificates of insurance indicating that the above insurance has been provided by Contractor. Contractor shall not commence work under this Contract until it has obtained at its own expense all the insurance required under this Paragraph, and until such insurance has been approved by the District. There are no exceptions to this requirement. The insurance coverages and the amount of such coverages specified herein and any approval of the insurance by the District shall not relieve or decrease the liability of the Contractor hereunder or at law. All insurance policies shall be endorsed to require thirty (30) days advance notice to District in the event of cancellation or non-renewal. Contractor should provide written notice to District of any material change in the Contractor's insurance coverages prior to the occurrence of any such change or, if Contractor did not have notice of such change in advance of its occurrence, then promptly after receipt of notice thereof. In the event Contractor fails to continuously maintain all of the insurance policies and coverages as required herein, District may, but shall not be obligated to, obtain any such coverages and the cost thereof shall be deducted from any amounts owed Contractor hereunder.

• All policies of insurance must be written on an occurrence basis and not a claims made basis.

• 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 adequately protect the Contractor's interests. Such coverage and limits shall not be deemed or construed to be any limitation on the Contractor's liability to District for any claim.

• The amount of any self-insured retentions under any policy of insurance must be approved by and be acceptable to District.

7. LEGAL REQUIREMENTS

Equipment and Services covered by this Contract must initially comply with and continue to comply with all applicable laws, ordinances, and other legal requirements, including (among others) Nebraska Rules and Regulations, Title 92, Nebraska Department of Education, Chapter 92, Nebraska Regulations Governing the Minimum Equipment Standards and Safety Inspection Criteria for Pupil Transportation Vehicles, Title
8. INFORMATION ON VEHICLES

At the request of District, Contractor shall provide to District a list of all Vehicles used in performing Services for the District, including on such list: (1) make of chassis, (2) make of body, (3) model, (4) type (transit or conventional) and rated capacity, and (5) year of manufacture.

9. PAYMENT

Payment will be made by District to the Contractor monthly in arrears as charges accrue after receipt of properly documented duplicate invoices and statements. Any billing other than daily scheduled Services must be billed separately and referenced to a DISTRICT ORDER NUMBER. Invoices requesting payment must be submitted in time to allow at least 10 working days prior to the next Board date for approval and processing for the next Board meeting. Payments are generally issued the Tuesday following the Board meetings on the first and third Mondays of a month, except in those instances when the normal twice-monthly Monday Board of Education meeting is delayed, due to a holiday or other extenuating circumstance.

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

10. SCOPE OF WORK

The service shall consist of furnishing the school Vehicle transportation as required for District students and other persons designated by District, to and from schools operated by District, and to and from other points as directed. All such transportation to be furnished by means of vans or buses that have a certified capacity of ten (10) or fewer passengers for Vans or fourteen (14) or fewer passengers for Buses, excluding the driver, herein specified and at such time and places (first pickup – last drop-off) as shall be specified by the District. All Vehicles must be owned by the Contractor or by a subcontractor approved by the District that has a written contract with Contractor. Personal vehicles may not be utilized by the Contractor or any driver to transport students under this Contract.

The District reserves the right to inspect and review all Vehicles proposed for use in connection with this bid. Such inspections may be conducted periodically at any time and at the discretion of the District. The purpose of these inspections is to ensure compliance with the District’s standards of safe and reliable transportation. District standards are based on but not limited to, safety features and maintenance requirements. Each inspection will take into consideration the overall condition of the Vehicle. Contractor shall be responsible for maintaining Vehicles in compliance with these standards for the duration of the contract. In the event contractor fails the Vehicle inspection, the District retains the right, at any given time, to remove any failed Vehicles from active service on any District routes. The District uses the inspection criteria included in Nebraska Department of Education Rule 92. Contractor shall be required to provide an electronic or manual child check mate process for each Vehicle.

District reserves the right to change school hours, adjust starting times, increase, or decrease service, and to make periodic increases or decreases in the number and type of Vehicles required. Interpretation of the
requirements of this Contract will be made by the Superintendent as to the Services performed and to be performed by Contractor.

The District reserves the right, at its option, to require that Contractor provide transportation services during the District’s summer school sessions that take place during the Contract Term. Notice whether the District will require summer school transportation services will be given to Contractor no later than 30 days prior to the start of the summer school session. If exercised by the District, Contractor will be required to provide the same number of Vehicles as were required of Contractor during the school year.

11.  NUMBER OF VEHICLES REQUIRED

[If there is one successful bidder] Contractor must supply daily at least a minimum of ten (10) Vehicles, and shall also be required to supply daily up to fifteen (15) additional Vehicles as OPS may request from time to time during the Term (up to a maximum of twenty-five (25) Vehicles daily, if all Vehicles are requested by OPS, not including the 10% spare drivers and Vehicles).

[If there are two successful bidders] Contractor must supply daily at least a minimum of five (5) Vehicles and shall also be required supply daily up to fifteen (15) additional Vehicles as OPS may request from time to time during the Term, provided that the total aggregate number of Vehicles to be provided by Contractor and the other successful contractor shall not exceed an aggregate maximum of twenty-five (25) Vehicles daily, not including the 10% spare drivers and Vehicles, if all Vehicles are requested by OPS.

District reserves the right to make periodic increases or decreases in the number of Vehicles required to be furnished by Contractor up to an aggregate maximum of twenty-five (25) Vehicles, but not less than the minimum number of Vehicles, not including the 10% spares, that OPS is obligated to utilize from the Contractor.

Contractor shall provide the Services each school day during the term of this Contract (unless sooner terminated as provided herein), to and from designated District elementary and secondary schools to those District students who are designated by the District to be transported by Contractor. Such Services shall be provided regularly, promptly and safely for all such students. Each designated student will be picked-up and dropped-off by the Contractor at the location where the student is then residing unless otherwise directed by the District. District reserves the right to add or remove students from the Services to be provided upon advance notice to Contractor given at least one (1) business day before the next scheduled pick-up time for such student, provided, however, if the addition of students will cause the number of students to exceed the capacity of the Vehicles then being used by Contractor to provide the Services to the applicable District school, Contractor may, with the prior consent of District, add additional Vehicles to serve such students. District also reserves the right to change school hours, adjust starting times, decrease the students served, substitute students, and to make periodic increases or decreases in the number of Vehicles required to be furnished by Contractor, up to the maximum number of Vehicles specified in this Paragraph 11, but no fewer than the minimum number of Vehicles also specified in this Paragraph 11. No particular number of students to be transported are guaranteed or assured by the District, but the District will use no less than an aggregate total of ten (10) Vehicles daily from all Contractors (five (5) Vehicles daily from each Contractor if awarded to two Contractors) providing the Services under this Bid No 24-048, regardless of the number of students to be transported. In performing the Services hereunder, Contractor will comply with all applicable Federal, state and local laws, ordinances, regulations and codes.

12.  MISSED PICK-UP

In the event Contractor misses a pick-up during any route, Contractor shall, without additional charge, immediately dispatch a Vehicle to transport such Student to the designated Site. There shall be no additional charge to District for the missed pick-up or for the special trip to transport such Student or Students.
13. **DISTRICT SERVICE REQUIREMENTS**

During the Contract Term, the District’s requirements for Student Transportation Services shall be as follows:

A. **School Calendar Year (August – June)**

The total number of vehicles is estimated to be required on each school day for approximately 185 days of school (with some vehicles transportation needed for an additional 6 days).

B. **“Other” days**

“Other” days are those days when school is not in FULL session. On such “other” days, as designated by the District, the number of vehicles and type of service shall be on an ‘as requested and available’ basis; the approximate number of vehicles required being the fixed number of vehicles used for school year transportation, up to a maximum aggregate total number of twenty-five (25) Vehicles from all Contractors providing the Services under this Bid No 24-048, but no fewer than an aggregate total number of ten (10) Vehicles from all such Contractors (five (5) Vehicles daily from each Contractor if contracts are awarded to two Bidders).

C. **Routing and Scheduling of Vehicles**

Routing and scheduling of buses for each school year shall be the responsibility of the District. District shall furnish the Contractor, on or before August 1 of each Contract year, the preliminary routes to be followed and the designated stops. Routes and schedules can only be altered by written approval of the District. Contractor shall provide “Load Counts” as requested by District.

D. **Vehicle Schedules**

District shall schedule all routes, in keeping with safety to school children, so as to deliver students in accordance with this Contract. The Contractor shall cooperate with the District 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 the District 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 the District.

Contractor will pick up students at their residences and return students to their residences in accordance with routing schedules that will be provided by the District to Contractor. Such pick-up times shall be scheduled so that the students will arrive at their designated school at the following arrival times:

- High School: 7:20 a.m.
- Middle School: 7:20 a.m.
- Elementary School: 8:30 a.m.

Contractor may have multiple stops for a single Vehicle to pick-up or drop-off students, up to the rated capacity of the Vehicle. 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. Where possible, a single Vehicle will carry multiple students who attend the same school, provided, that: (i) the total transportation time to or from school, from first pick-up to final drop-off, does not exceed (1) hour and (20) minutes, and (ii) not more than ten (10) students are transported in a single van and not more than fourteen (14) students are transported in a single bus.

Vehicles transporting students will be at the designated school at or before the following times...
to pick-up the designated students for transportation to their residences:

- High School: 3:05 p.m.
- Middle School: 3:05 p.m.
- Elementary School: 4:05 p.m.

Vehicles transporting student to and from schools will utilize the routing provided by the District in order to minimize the time that students spend being transported. Services will not be provided on those days during the school year when the destination school is closed, including closings due to weather or health related reasons, and District shall not be charged for any Services on such dates for the closed school or schools. Students will be picked up from a drive, parking lot or other area that is not situated in or on a public street or other public right of way, or in an area where there is significant vehicle traffic.

14. EQUIPMENT REQUIREMENTS

A. Communications

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

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

As a part of the two-way radio network system required in this Paragraph 13(A), Contractor shall also provide and operate an emergency communication channel to allow communication from Contractor and the District to one or more specific buses. This emergency channel will allow for communication with such buses without other communications traffic interfering with such emergency communications.

B. Cameras

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

The Contractor and District expressly acknowledge that the video and audio recordings made by Contractor are considered by District to be student information and subject to protection. Contractor further acknowledges that the District has implemented polices and guidelines which describe when and how protected student information may be obtained, shared or otherwise disseminated and that Contractor and its employees and agents are subject to such policies and guidelines and will comply with the same. Any such student information that Contractor, its employees or agents, receives, regardless of what form the student information may be in, is confidential and may only be used for providing Services under this Contract. Contractor agrees to maintain the confidentiality of student information under this Contract and further agrees not to disclose any such student information gained during the course of providing Services under this Contract to any person or entity without the prior express written agreement of the District. In the event that requests for such student information are received from any law enforcement agency, such agency shall be first referred to the District.

C. GPS Equipment

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

The GPS System for District must provide at least the following functionality:

- Provide real-time tracking of actual Vehicle performance.
- Provide verification that routes have been dispatched on schedule and completed on-time.

15. UNSCHEDULED SCHOOL CLOSING

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

16. FORCE MAJEURE

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

17. STUDENT DISCIPLINE

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

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

A. Vehicle drivers shall have delegated responsibility for maintaining proper discipline on their vehicle.

B. Student behavior problems which develop on the vehicle will be reported through issuance of a student conduct report to that student’s school principal for disciplinary action.

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

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

E. The vehicle driver is not authorized to remove students from the vehicle. If a student is endangering the safety of other riders, the vehicle driver should stop the vehicle and call for assistance. Contractor shall notify the District as soon as possible.

F. Assessment of penalty for violating rules will be the principal's responsibility.
G. Contractor shall provide District's approved student discipline forms to be used by drivers.

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

18. FUEL USED BY CONTRACTOR

It shall be the sole responsibility of the Contractor to contract for the provision of fuel, storage tanks as needed, and all related equipment for all Vehicles used in performing the Services required by the Contract.

19. OPERATIONS

Contractors are required to maintain an operational base that can be reached by telephone when Vehicles are on the road transporting students. This includes, but is not limited to, days when school is in session (regular school year and summer school). The operational base must be able to be reached by telephone from 6:00 a.m. CT – 6:30 p.m. CT, Monday through Friday. Contractor must have in place an after-hours coverage protocol for calls that occur beyond the scheduled timeframe and on weekends.

20. LIQUIDATED DAMAGES/ MISSED SERVICE CHARGES

On or after September 1st of each school year during the Contract Term, if Contractor is late in performing a Service, adjustments to the charge for that Service will be made. Except when caused by traffic congestion or discipline problems, Contractor will be charged late charges as follows for late buses:

- 10 minutes to 19 minutes late $50.00 charge per late Vehicle
- 20 minutes to 29 minutes late $75.00 charge per late Vehicle
- 30 minutes or more treated as a missed trip -- 1.50 x Daily cost of each missed trip based in the type of Vehicle servicing the missed trip.

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

21. WITHDRAWAL OF ROUTES

If the Contractor fails to perform, as defined in this Paragraph, on any route of the District for a total of five (5) school days in any thirty (30) calendar day period beginning from the first day of each school year, the District may, without terminating this Contract, withdraw the route from Contractor and utilize a substitute contractor to serve such route for the remainder of that school year. For a route to be withdrawn, the failures to perform can be any one or more of the failures to perform specified in this Paragraph and need not be the same failure to perform. If a route is withdrawn, District will not be charged for the route withdrawn and in the event that the cost for serving the route charged by the substitute contractor exceeds the amount that the District would have paid to Contractor for servicing such route had the withdrawal not occurred, Contractor shall be charged the excess amount the District is required to pay the substitute contractor for services performed as liquidated damages. As used herein the term "failure to perform" shall mean the occurrence of any one or more of the following events on a route:

- Failure to provide the service on the route contracted for in the manner required by this Contract,
- Combining a route schedule without prior approval of the Division of Student Transportation; or
- Failure to maintain Vehicles as required by the Contract.

22. ASSIGNMENT AND SUBCONTRACTING

The Services contemplated by District are deemed to be in the nature of personal services and the Contract shall not be assigned in whole or in part by the Contractor without prior written consent of District, which shall not be unreasonably withheld, nor is the Contractor granted the right to assign any funds to be received hereunder. Notwithstanding any such assignment, Contractor shall nevertheless remain liable for all of the duties and obligations of under this Contract and such assignment by Contractor to any person or entity shall not relieve Contractor from any liability arising under this Contract either before or after the effective date of such assignment.

The Services under this Contract may be subcontracted by the Contractor. If Contractor intends to utilize subcontractors for the performance of any Services under the Contract, District shall have the right to review any subcontractors that the Contractor intends to use for this Contract. Any approved subcontractor shall execute a written subcontract with Contractor which will require the Subcontractor to meet all the requirements of the Contract. Subcontractors selected by the approved Contractor will be the direct responsibility of such Contractor and not the District. The responsibility for coordinating and managing the activities of a subcontractor lies with the Contractor and not the District. Contractor shall be responsible to the District for the actions of all Subcontractors utilized by Contractor for the performance of any Services.

23. RECORDS AND ACCIDENT REPORTS

The Contractor shall be required to provide all reports and records deemed necessary by the District for proper knowledge of, and evaluation of, the transportation Services provided to the District.

Contractor shall notify the District Transportation Office and schools involved immediately by telephone of any Vehicle accident or student injury. Contractor shall forward to the District, within 24 hours of each accident involving injury, a written report describing all details of such accident. All other accident reports shall be submitted within 48 hours.

Contractor shall provide Vehicle Driver Information Reports to the District Transportation Office prior to the start of school and with periodic updates, as required by the District. The report shall contain such information as, but not limited to, each driver’s name, date of birth, dates of license issuance and expiration, bus to which assigned, and dates and types of training.

24. DEFAULT

If the Contractor should be adjudged bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed to take over Contractor’s affairs, or if Contractor should fail to perform one or more of the provisions of the Contract, the District may serve written notice on the Contractor, stating its intention to exercise the remedies hereinafter set forth and the grounds upon which the District bases its right to exercise such remedy.

Upon giving such notice, the District may terminate the Contractor’s right to perform the Contract, which termination shall take effect immediately. In that event, the District may make use of a substitute contractor to perform such Services. If the Contract is terminated, the Contractor shall not be entitled to any further payment under the Contract. If the District takes over the Contract and if the cost of completing the Contract, including compensation for any damages or expenses incurred by the District through the default of the Contractor, exceeds the amount Contractor would have been paid if it performed such Services, the Contractor shall pay the difference to the District.

25. EARLY CONTRACT TERMINATION FOR DISTRICT CONVENIENCE
In the event that the District desires to terminate the Contract for any or all Services during the Contract Term for District’s convenience without cause and without penalty, District shall provide the Contractor with at least 30 days advance written notice of such termination for convenience. In the event the District elects to terminate the Contract as provided herein, District and Contractor shall be released from further obligation under the Contract as of the termination date, other than those obligations that are specifically designated in the Contract to survive termination. In such event, the District shall pay to Contractor all amounts due and unpaid for Services furnished to Contractor to the date of termination.

26. DRIVERS

Contractor shall provide two (2) additional qualified and experienced reserved drivers, who are able to drive all of the Vehicles on each school day. Contractor shall provide District with current information as to the identity and credentials of all drivers providing Services to District 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 regardless of whether required by law. Drivers shall be neat, clean, and appropriately dressed at all times.

27. DRIVER BACKGROUND CHECKS

Prior to transporting any students under this Contract, Contractor shall conduct a background check and a screening for drugs or controlled substances of each driver as required by state and federal law or this Contract. The background check shall be conducted annually and the screening for drugs or controlled substances shall be conducted at least every six (6) months. The background check must include, but is not limited to, a motor Vehicle record check, criminal history check for the past seven (7) years in any county and state in which drivers have resided; sex offender check; child and adult abuse and neglect check; social security number and name trace; and public records check for the past seven years. The sexual offender check must include but is not limited to a check for drivers on the Nebraska State Patrol Sex Offender Registry and the United States Justice Department DRU Sjodin National Sex Offender Public website (hereinafter, collectively referred to as "Registry"). District shall have the right from time to time, as District determines, to review the Contractor’s driver files to determine if all background and screening checks are being performed for each driver.

28. DRIVER SAFETY

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

A. Do not have the required licenses and permits;
B. Are listed on a Registry listed in Section 27 above;
C. Test positive for drugs or controlled substances;
D. 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
E. Are otherwise determined by Contractor or District to be unfit to safely transport students.

Contractor shall immediately remove any driver from providing Services hereunder if Contractor becomes aware of circumstances that would render a driver unfit to safely transport students. In the event that a driver is disqualified from providing Services due only to the occurrence of two (2) "non-fault" automobile accidents as provided in 28.D above, the Superintendent or the Superintendent's designee may, in the discretion of the Superintendent or such designee, and relying upon the known circumstances involving such non-fault accidents, determine that the driver has a satisfactory driving record and waive such disqualifying event, allowing such driver to transport students, provided, however, that any such waiver will only apply to the "non-fault" accidents so reviewed and such driver may be subsequently disqualified due to the occurrence of any other disqualifying event. Contractor further agrees that District shall have the right to require removal by Contractor of any driver who, in the opinion of District, is not qualified for or is
not satisfactorily performing the responsibilities of a driver to the standards required by this Contract.

29. **EMPLOYEE VERIFICATION**

The Contractor awarded the bid 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 District may request from time to time during the performance of the Contract and for 5 years thereafter documenting compliance with the provisions of this Section. Failure to comply with the provisions of this Section shall constitute a default under the contract with the District.

30. **CONTRACT MADE IN NEBRASKA**

The laws of the State of Nebraska shall govern the interpretation and performance of this Contract, without regard to its conflicts of laws principles. Any action brought to enforce any provision of this Contract or otherwise concerning its formation or performance must be brought in the state or federal courts located in Douglas County, Nebraska.

31. **COMPLIANCE WITH LAWS**

The Contractor in performance of the work called for in the Contract will comply with all applicable governmental laws, ordinances, and regulations.

32. **SAVINGS CLAUSE**

The Contractor and District hereto agree that in the event any provisions specified in the Contract are finally held or determined to be illegal or void as being in contravention of any applicable law, the remainder of the Contract shall remain in full force and effect.

33. **NOTICES TO PARTIES**

All notices to be given by the parties hereto shall be in writing and served by hand delivery, depositing same in the United States Post Office, postage prepaid and registered, or may be sent by nationally recognized air courier (such as Federal Express). Notices to District shall be addressed to the District’s Chief Operations Officer, 3215 Cuming Street, Omaha, Nebraska 68131. Notices to Contractor shall be addressed in accordance with written instructions given by Contractor to District and, if none is so given, then to the address shown on the first page of this Contract. The location for the delivery of notices may be changed from time to time by any party hereto by notice to the other parties delivered in accordance with this Paragraph. Notices sent by hand delivery shall be deemed received on the day of delivery, notices sent by US Mail shall be deemed received five (5) days after deposit into the US mail, and notices sent by air courier will be deemed received by the following business day.

34. **ENTIRE AGREEMENT**

All the agreements between the parties are included herein and no warranties expressed or implied, representations, promises, or statements have been made by either party unless endorsed herein in writing.
and no change or waiver of any provisions hereof shall be valid unless made in writing and executed in the same manner as this Contract.

35. **NO PARTNERSHIP, AGENCY, OR JOINT VENTURE**

The Contract does not, in any way, create a principal-agent, partner or joint venture relationship between the parties. Neither party has any right to bind the other.

36. **BINDING EFFECT**

This Contract shall be binding on the successors and permitted assigns of the parties hereto.

[Signature page follows]
IN WITNESS WHEREOF, the parties hereto have executed this Contract in duplicate the day and year first hereinabove written and have affixed their official seals thereto.

(Name of Contractor)

DOUGLAS COUNTY SCHOOL DISTRICT 0001

BY: ________________________________
   Its President

BY: ________________________________
   President, Board of Education

ATTEST:

By: ________________________________
   Secretary, Board of Education
ATTACHMENT 2

BID FORM

AUGMENTED STUDENT TRANSPORTATION
BID NO. 24-048

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

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

The undersigned being familiar with local conditions affecting the cost of the work, at the place where the work is to be performed and with the Bid Documents hereby proposes and agrees to furnish to Douglas County School District 0001 (also known as Omaha Public Schools) ("District"), all labor, materials, equipment and services for transportation of District students and personnel in accordance with the terms, conditions, and specifications set forth in the Bid Documents for the amounts set forth below:

A. TRANSPORTATION FOR STUDENTS (REGULAR SCHOOL YEAR):

School Year: Flat fee per route per day for each Vehicle used to provide Services:

* For example, if Contractor supplies 17 Vehicles, all 17 Vehicles will be charged to the District at the rate for 16 to 25 Vehicles.

B. OPTIONAL FOR DISTRICT: Services to be provided at District’s request: TRANSPORTATION FOR STUDENTS (SUMMER SCHOOL):

School Year: Flat fee per route per day for each Vehicle used to provide Services:

<table>
<thead>
<tr>
<th></th>
<th>5-15 Vehicles</th>
<th>16-25 Vehicles</th>
</tr>
</thead>
<tbody>
<tr>
<td>2024-2025 School Year:</td>
<td>$</td>
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<tr>
<td>2025-2026 School Year (option year 1):</td>
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<tr>
<td>2026-2027 School Year (option year 2):</td>
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</tbody>
</table>
C. **Equipment**: (please list below the Vehicles that you would use to provide Services to the District, including make, model, passenger capacity (excluding the driver) and year of each Vehicle and the number of each type of Vehicle available)

___________________________________________________________________________________

___________________________________________________________________________________

___________________________________________________________________________________

D. **Lead Time**:

___________________________________________________________________________________

___________________________________________________________________________________

The undersigned certifies that it is capable of performing the Contract with the District if awarded the bid and can meet the needs and requirements of the District, 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 to be performed, may be considered in determining the successful bid. The undersigned further acknowledges that once its bid is opened, it shall remain open and subject to acceptance by the District 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 the District reserves the right to reject any or all bids and any part thereof and to waive any and all technicalities and irregularities.

[Signature Page follows]
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 Addendum(s)

No. _____ Date: ____________________________
No. _____ Date: ____________________________
No. _____ Date: ____________________________

Attachments included with bid:
1. Bid Bond (copy with original separately submitted)
2. Attachment 3 – Completed References sheet
3. Attachment 4 -- Signed Data Protection Agreement.
ATTACHMENT 3

REFERENCES

Name of Entity: ________________________________  Contact Person: ________________________________
Address: ________________________________  Phone: ________________________________
E-Mail: ________________________________

Are you currently furnishing transportation services to them? ____ Yes ____ No
If yes, when did those services commence? ________________________________
If no, when did those services end? ________________________________
Size of school district: _____________ students

Name of Entity: ________________________________  Contact Person: ________________________________
Address: ________________________________  Phone: ________________________________
E-Mail: ________________________________

Are you currently furnishing transportation services to them? ____ Yes ____ No
If yes, when did those services commence: ________________________________
If no, when did those services end: ________________________________
Size of school district: _____________ students

Name of Entity: ________________________________  Contact Person: ________________________________
Address: ________________________________  Phone: ________________________________
E-Mail: ________________________________

Are you currently furnishing transportation services to them? ____ Yes ____ No
If yes, when did those services commence: ________________________________
If no, when did those services end: ________________________________
Size of school district: _____________ students
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, 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 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.

D. "Personally Identifiable Information" 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; and (n) Education Records.

F. "Privacy Laws" means all applicable state, federal, and local privacy and confidentiality laws (including related regulations, orders, or findings) which govern any Confidential District Information including, but not limited to: FERPA, COPPA, and 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.

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

F. "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 on the disclosure of Confidential District Information derived from and 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 strict 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 deidentified 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. 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 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. 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.

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 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. Re-disclosure. 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 breach of its obligations hereunder, that any such breach will result in irreparable harm to the District, and therefore, that upon any such breach or threatened 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 resuming 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 11.F.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:

[Insert Notice Information below]:

Partner Organization: _______________________________

__________________________________________

__________________________________________

District: Bryan Dunn

Bryan.dunn@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, 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.

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: ________________________________

Agreed to: ________________________________

Partner Organization

Agreed to:

Douglas County School District (0001)
(aka) Omaha Public Schools
3215 Cuming Street
Omaha, Nebraska 68131
Attachment 1
Certification of Destruction/Return of Confidential District Information

1\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 OPS Data Protection Agreement has been returned.

Print Name: ____________________________________________________________

Date: __________________________________________________________________

Title: __________________________________________________________________

Partner Organization/Agency: ______________________________________________

Signature: ______________________________________________________________