

## **Notice**

O'Neill Public Schools is accepting bids for activity transportation for the 2018-2019 and 2019-2020 school years. Specifications and bid forms are available at the O'Neill Public Schools Administrative Office at 410 East Benton, O'Neill, NE 68763. Sealed bids must be returned to the Administrative Office by noon on Friday, July 6, 2018.

## Transportation Needs for O'Neill Public Schools

Below are some guidelines we would like you to address as you prepare a proposal for providing transportation to the O'Neill Public Schools. Proposals are due on Friday, July 6, 2018

### General:

1. Carrier shall describe its qualifications, years in business, staff profile and experience that qualify it to provide safe, reliable transportation.
2. Carrier shall provide references (corporate or government customers preferred). Include name, contact name, address, and phone number.
3. Carrier shall provide a general description of its fleet including, at a minimum, the number and types of vehicles.
4. Carrier will comply with all applicable federal and state laws and regulations.
5. Carrier shall outline its process for responding to customer complaints.

### Equipment:

1. Carrier agrees to furnish sufficient busses to be used for school activities as outlined below
  - A) Daily requirements: Could include the following but not limited to: 8<sup>th</sup> period activity period trip for JH students, PE bowling trips for one month-this may require multiple trips, trips between the elementary school and high school on inclement weather days for activities/competitions
  - B) Activity travel: Could include the following but not limited to: Field trips that could be as many as 7-10 per school year. Group travel for activities like: Soundsational Singers, "O" Club, Music Department, Chadron Scholastic, FCCLA, FFA, etc. There are multiple occasions throughout the year where multiple busses may be needed as dictated by the district's schedule.
  - C) Activity travel to competition: Charter bus for trips 75 miles one way or farther.
2. Carrier shall furnish all busses required, completely and fully maintained/equipped, in compliance with all the laws of the State of Nebraska. Busses and equipment shall be open to inspection by School District #7 officials at all times. It is further understood that carrier shall perform, or cause to be performed, necessary maintenance and repairs. Maintenance shall include keeping all equipment in a safe, reliable, clean and sanitary condition.

### Insurance:

1. Carrier agrees to carry liability insurance with the following limits: one million dollars for any person for any number of claims arising out of a single occurrence and five million dollars for all claims arising out of a single occurrence. The policy shall contain a provision naming the school district as an additional insured.

Employees:

1. Drivers will be employed by the carrier and carrier will meet all state and federal requirements for safe transportation and drug and alcohol testing. Carrier shall provide a statement of a policy and practice for drug screening.
2. Carrier agrees to accept full responsibility for the entire bus operation and specifically agrees to comply with all policies of the district and all reasonable directives of the superintendent of school or his/or hers designee, including but not limited to: students ability to eat/drink on the bus and use the bus as shelter during inclement weather. The district agrees to monitor the condition of the bus at the end of any trip.
3. Carrier shall provide for each operating bus a fully qualified and licensed operator of high moral and emotionally stable character, in compliance with all applicable laws, rules and regulations of the state of Nebraska.
4. Carrier shall indicate how it conducts background checks of its drivers or any other employee that will have direct contact with students.
5. Carrier shall outline the process for training and orienting new drivers.

Term:

1. The bidder will submit proposals for a two year agreements that take effect beginning July 17, 2018.
2. For the term of this contract it is understood and agreed that no part of this contract may be sublet by the carrier, and that no assignment of this assignment may be made without the express written approval of the District.

Indemnification:

1. Carrier shall indemnify district from any loss, cost or expense it may sustain from any cause arising out of the performance or lack of performance of this contract by carrier.
2. The district, or its authorized representatives, shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or injury that may happen as a result of the transportation service required by this contract. The carrier shall assume all liability of every kind or nature arising from such transportation service either by accident, negligence, theft, vandalism, or any cause whatever, and shall indemnify and defend the district or its authorized representatives from all liability of every kind and nature arising from the accident, negligence, or any cause that District may suffer.

Other Understandings:

1. Carrier shall be deemed an independent contractor furnishing transportation only, and contractor shall not be held or deemed in any way to be an agent, employee, or official of the district.
2. The district may cancel this contract upon carrier's failure to comply with any of the contract terms or conditions or upon the occurrence of any of the following events:
  - A. Insolvency of carrier,
  - B. Carrier making an assignment for benefit of creditors
3. In the event that an over the road coach is not available through this carrier, the district will have the ability to contract with another carrier for those services as needed.
4. Carrier agrees to comply with E-Verify a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska.