



**COUNTY OF HENRICO
DEPARTMENT OF FINANCE
PURCHASING DIVISION
CONTRACT EXTRACT
NOTICE OF RENEWAL**

DATE:	June 30, 2024
CONTRACT COMMODITY/SERVICE: <i>(include contracting entity if cooperative)</i>	Supplemental Student Transportation
CONTRACT NUMBER:	2493A
COMMODITY CODE:	961.82
CONTRACT PERIOD:	July 1, 2024 through June 30, 2025
RENEWAL OPTIONS:	Three (3) one-year renewals through 2028
USER DEPARTMENT:	Schools
Contact Name:	Kennedy Venaglia
Phone Number:	804-652-3650
Email Address:	kwvenaglia@henrico.k12.va.us
HENRICO COOPERATIVE TERMS INCLUDED:	Yes
SUPPLIER: Name:	EverDriven Technologies LLC
Address:	5680 Greenwood Plaza Blvd. Ste. 550
City, State:	Greenwood Village, CO 80110
Contact Name:	Sydney Langley
Phone Number:	224-772-3996
Email address:	slangley@everdriven.com
ORACLE SUPPLIER NUMBER:	570660
BUSINESS CATEGORY:	Non-Swam
PAYMENT TERMS:	Net 45
DELIVERY:	As needed and requested
FOB:	Destination
BUYER: Name:	Eileen M. Falcone, CPPB
Title:	Purchasing Manager
Phone:	804-501-5637
Email:	Fal51@henrico.gov

This contract is the result of a competitive solicitation issued by the Department of Finance, Purchasing Division. A requisition must be generated for all purchases made against this contract and the requisition must reference the contract number.

PRICE SCHEDULE – CONTRACT NO. 2493A
Refer to Exhibit C of the Contract



COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO

DEPARTMENT OF FINANCE
OSCAR KNOTT, CPP, CPPO, VCO
PURCHASING DIRECTOR

Contract 2493A

First Amendment

First Amendment to the Non-Professional Services Contract 2493A (this "First Amendment") dated August 29, 2023, between the County School Board of Henrico County, Virginia ("HCPS") and EverDriven Technologies, LLC ("Contractor"), amends the Non-Professional Services Contract between HCPS and the Contractor dated August 29, 2023 ("Contract").

Background

Pursuant to the Contract, the Contractor agrees to provide HCPS Supplemental Student Transportation.

The COMPENSATION section of the Contract states that HCPS will pay the Contractor in accordance with the pricing schedule in Exhibit C.

The pricing schedule in Exhibit C includes the following five categories: Base Trip Charge, Additional Mileage Charge (over initial miles in Base Trip Charge), Child's Car Seat / Booster Seat, Safety Vest (sizes XS - XL), and Wheelchair Restraints.

The pricing schedule in Exhibit C unintentionally omits the following four categories: Wait Time (per hour, billed in 15 (fifteen) minute increments), Monitor (per hour, two (2) hour minimum), Ferry/Bridge Toll Fee, and No-Show or Late Cancel (less than two (2) hour notice).

The parties would like to update the pricing schedule in Exhibit C to add the unintentionally omitted categories listed in the preceding sentence, along with the corresponding unit prices.

Accordingly, the parties agree as follows:

Amendment

1. The Contract is amended by removing the table labeled "Proposed Unit Pricing" in Exhibit C of the Contract and replacing it with the following table:

Item	Description	Unit	Unit Price
1	Base Trip Charge	Each	\$ 68.00
<i>Enter Number of Miles included in the Base Trip Charge</i>		<u>12</u> miles	
2	Additional Mileage Charge (over initial miles in Base Trip Charge)	Mile	\$ 2.58
3	Child's Car Seat / Booster Seat	Each	\$ 5.30
4	Safety Vest (sizes XS - XL)	Each	\$ 5.30
5	Wheelchair Restraints	Each	\$ 35.00
6	Wait Time (per hour, billed in 15 (fifteen) minute increments)		\$63.65
7	Monitor (per hour, two (2) hour minimum)		\$26.52
8	Ferry/Bridge Toll Fee		Market Fare
9	No-Show or Late Cancel (less than two (2) hour notice)		Full price of trip

2. Except as amended by this First Amendment, the Contract remains unchanged and in full force and effect.

To evidence the parties' agreement to this First Amendment, each party has signed it on the date stated under that party's name.

EverDriven Technologies, LLC
5680 Greenwood Plaza Blvd. Ste.550
Greenwood Village, CO 80110



Signature
Megan Carey, Chief Development Officer

Printed Name and Title

9/21/2023

Date

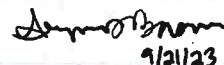
County School Board of Henrico County,
Virginia
406 Dabbs House Road
Henrico, VA 23223

Signature
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

9/21/23

Date

APPROVED AS TO FORM


9/21/23

ASSISTANT COUNTY ATTORNEY



COMMONWEALTH OF VIRGINIA
County of Henrico

Non-Professional Services Contract
Contract No. 2493A

This Non-Professional Services Contract (this “Contract”) entered into this 29th day of August 2023, by EverDriven Technologies, LLC (the “Contractor”) and the County School Board of Henrico County, Virginia (“HCPS”).

WHEREAS HCPS has awarded the Contractor this Contract pursuant to Request for Proposals No. 23-2493-2EMF, dated April 10, 2023, modified by Addendum 1 dated April 27, 2023 (the “Request for Proposals”), for Supplemental Student Transportation for Henrico County Public Schools.

WITNESSETH that the Contractor and HCPS, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

SCOPE OF CONTRACT: The Contractor shall provide the services to the HCPS as set forth in the Contract Documents.

COMPENSATION: The compensation HCPS will pay to the Contractor under this Contract shall be in accordance with the pricing schedule in Exhibit C.

CONTRACT TERM: The Contract term shall be upon execution of this contract through June 30, 2024. The parties may renew the Contract for up to four (4) one-year terms by mutual written agreement. Contractor shall provide HCPS written notice that it does not wish to renew at least 90 days before the end of the term.

CONTRACT DOCUMENTS: This Contract hereby incorporates by reference the documents listed below (the “Contract Documents”) which shall control in the following descending order:

1. This Non-Professional Services Contract between HCPS and Contractor;
2. The Negotiated Modifications (Exhibit A);
3. HCPS Data Security Agreement (Exhibit B);
4. The General Contract Terms and Conditions and Federal Contract Provisions included in the Request for Proposals;
5. Contractor’s “Questions for Clarification” and Best and Final Offer (Exhibit C);
6. Contractor’s Original Proposal dated May 8, 2023 (Exhibit D); and
7. The Scope of Services included in the Request for Proposals.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

EverDriven Technologies, LLC

5680 Greenwood Plaza Blvd. Ste. 550
Greenwood Village, CO 80110



Signature

Megan Carey, Chief Development Officer
Printed Name and Title

8/29/2023

Date

County School Board of Henrico County,
Virginia

406 Dabbs House Road
Henrico, VA 23223

Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/30/23

Date

APPROVED AS TO FORM



8-29-23

Assistant County Attorney

EXHIBIT A
NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR
CONTRACT NO. 2493A

These Negotiated Modifications are hereby incorporated into Contract No. 2493A (the “Contract”) for Supplemental Student Transportation for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS (synonymous with District or the County, unless the context demands otherwise, for purposes of this document) and Contractor (synonymous with Successful Offeror for purposes of this document) desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, for good and valuable consideration, the parties agree that the Contract is modified in accordance with these Negotiated Modifications, which are effective as of the effective date of the Contract:

The Request for Proposals (as defined in the Contract) is modified as follows:

1. Sec.(V)(D) General Contract Terms and Conditions – Compensation (page 8)

The following is deleted: The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

The following is inserted: –1. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant month. Any payment not received by Contractor within sixty (60) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

2. Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, fuel, wages, labor shortage, inflation/economic recession (CPI). To apply for an increase in the contract price, Contractor must submit a written request with adequate supporting documents to justify the requested price increase. The Purchasing Director shall have the discretion to agree to agree to a reasonable price increase.

3. Employees and Subcontractors

Section HH. Direct Contact with Students Certification (page 17)

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor, or Contractor subcontractor(s) to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Attachment F. Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor or Contractor subcontractor(s) to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

C. Driver / Staff Requirements. 4. Employee Identification.

- a. The Successful Offeror(s), at its sole expense, shall submit each employee and subcontractor it proposes to assign to perform duties under the resulting contract to fingerprinting and provide personal descriptive information to be forwarded along with the employee's or subcontractor's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee or subcontractor through the Child Protective Services Central Registry.
- b. The Successful Offeror(s) will be required to perform a criminal history record check and a background investigation through the applicable child abuse / neglect registry for any state in which the employee or subcontractor has resided in addition to the Commonwealth of Virginia. Interpretation of the criminal history records shall comply with Sec. 2-50 of the Henrico County Code.
- c. The Successful Offeror(s) must submit documentation certifying that the specified background checks were conducted on all employees and subcontractors being assigned to perform duties under the resulting contract. Information shall be submitted to the Director of Pupil Transportation, or their duly authorized representative.
- d. A contract award to the Successful Offeror(s) shall be conditioned upon the Successful Offeror's certification, in accord with VA Code § 22.1-296.1, that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- e. Under no circumstances shall the Successful Offeror's employees or subcontractors be allowed to perform duties under the resulting contract until the specified background

checks have been completed and the certification has been in accordance with the requirements listed.

4. The following replaces Sec.II. paragraph 1 – Scope of Services (page 3);

The Successful Offeror(s) shall provide all vehicles, labor materials, equipment, supervision etc. to provided transportation services to Exceptional Education students and students who qualify under the McKinney-Vento Homeless Education Assistance Act.

5. The following replaces Sec.II.A.1 – Scope of Services - General Requirements (page 3):

Coordinate with the Director of Pupil Transportation, or their designee, to schedule services for students that will need transportation, which will include routine day-to-day changes as accepted by Contractor;

6. The following replaces Sec.II.A.2 – Scope of Services - General Requirements (page 3):

Pay all licenses, fees, taxes, violation fines, fuel, with the exception of fuel surcharges, and other operating costs incurred as part of the service;

7. The following replaces Sec.II.A.3 – Scope of Services - General Requirements (page 3):

Provide each vehicle/driver with suitable directions, including the pick-up and drop-off locations as agreed upon for each trip;

8. The following replaces Sec.II.A.6 – Scope of Services -General Requirements (page 3):

Ensure all drivers and other staff in contact with students are tested for tuberculosis and provide a statement to HCPS stating that all drivers and staff in contact with students have tested negative for tuberculosis;

9. The following replaces Sec.II.A.9 – Scope of Services - General Requirements (page 3):

Not charge for trips that are cancelled due to unscheduled school closings such as inclement weather..

10. The following replaces Sec.II.B.1.b – Scope of Services -Fleet/Vehicle Requirements (page 3):

b. Be no more than ten (10) years old.

11. The following replaces Sec.V.A. – General Contractor Terms and Conditions – Annual Appropriations (page 7);

The contract resulting from this procurement (“Contract” shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The District shall give written notice to Contractor of the date of exhaustion of funds as soon as is reasonably practicable, which notice shall confirm the final date of service. The Successful Offeror (“Successful Offeror or Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

12. The following replaces Sec.V.F.2.d. – General Contractor Terms and Conditions – Termination by County for Cause (page 8);

Full payment shall be made for any unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination, unless the notice of termination states a different date. If the County’s cost to complete the Successful Offeror’s work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County’s cost to complete the work, not to exceed ten percent (10%) of the cost had Successful Offeror provided the same services. Successful Offeror’s requirement to pay for the alternative contractor shall not continue beyond the then current contract term.

13. The following replaces Sec.V.F.3.a - General Contractor Terms and Conditions – Termination for Convenience (page 9);

The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County’s best interest.

14. The following replaces Sec.V.F.3.c – General Contractor Terms and Conditions – Termination for Convenience (page 9);

Full payment shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination or the date specified in the notice of termination, if different. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or the date specified in the notice of termination, if different, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.

15. The following replaces Sec.V.N. – General Contractor Terms and Conditions – Indemnification (page 11);

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County’s officers, agents, and employees (“Indemnified Parties”) from any damages, liabilities, and costs, including attorneys’ fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the negligent provision of any services, the failure to provide any services, or the negligent use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

16. The following replaces Sec.V.R.1 – General Contractor Terms and Conditions – Ownership of Deliverables and Related Products (page 12);

The County shall have all rights, title, and interest in or to all specified or unspecified, work plans, project reports and/or presentations, County data, documentation, and documentation developed or generated for this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror

agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

17. The following replaces Sec.V.DD.2 – General Contractor Terms and Conditions – Contract Period (page 16);

The contract may be renewed for four (4) additional one-year periods upon mutual written agreement of the parties at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

EXHIBIT B
HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective August, 25, 2023, by and between EverDriven Technologies ("Vendor") and the County School Board of Henrico County, Virginia ("School Board" or "HCPS"). To the extent of a conflict of terms, the parties agree that this Agreement supersedes any other provisions contained in the contract between the parties.

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
1. In accordance with, and only to the extent permissible under the contract for services; and
 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

John B. Wack

Name

John B. Wack

Signature

Chief Financial Officer

Title

8/30/23

Date

FOR VENDOR:

Megan Carey

Name

Megan Carey

Signature

Chief Development Officer

Title

8/25/2023

Date

APPROVED AS TO FORM



ASSISTANT COUNTY ATTORNEY



EXHIBIT C

COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

June 15, 2023

Ms. Nicole Lee
Everdriven Technologies, LLCA
5680 Greenwood Plaza Blvd. Ste. 550
Greenwood Village, CO 80110
NLee@everdriven.com

RE: RFP 23-2493-2EMF – Supplemental Student Transportation

Dear Ms. Lee:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Responses to attached questions for clarification.
2. Pricing on BAFO Pricing Excel spreadsheet.

Please provide the above items by noon on June 22, 2023. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone, CPPB
Assistant Division Director

RFP23-2493-2EMF
Questions for Clarification
Everdriven Technologies, LLCA

1. On page 63 of the proposal provide an explanation on the following under A. General Requirements:
 - a. Item A.2 – The word tolls being stricken. Provide reason for this.
 - **Tolls are an additional charge and only passed through as a cost when they are incurred during a trip.**
 - b. Item A.2 – The words Fuel Surcharges have been added. What is the proposed solution for “fuel surcharges”?
 - **When the average gasoline price exceeds \$4.00 per gallon, the mileage rate will be increased by calculating 50% of the price of gasoline that exceeds \$4.00 and adding it to each mile of the trip. Thus, if the price of gasoline, according to the gasoline price index, is \$4.20, the increase would be 50% of 20 cents, or 10 cents per mile. The gasoline price index to be used shall be found under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)” on the following website:**
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm
2. On page 62 of the proposal the word “training” is stricken under “Scope of Services” – provide explanation for this.
 - **Drivers are employees of Service Providers and not employees of EverDriven. The word “training” implies that drivers are our employees and they are not. EverDriven provides an educational course that all drivers are required to take in order to transport students.**
3. Clarify the number and rider capacity of vehicles you have available.
 - **Student ridership depends on open seating per vehicle which includes student, monitor & car seat. We operate sedans, SUV’s, minivans and wheelchair accessible vans. We don’t operate over 7 passenger loads, including drivers.**
4. Do your drivers receive training to be trauma-informed?
 - **Yes, if the contract requires First Aid & CPR.**
5. What is the standard amount of time a driver will wait for a rider?
 - **Our app allows drivers to no-load a student 2 minutes after the scheduled pick-up time. We have instructed our drivers to wait a total of 4 minutes for students.**
6. Are you able to provide references from other school districts?
 - **Yes, Richmond and Chesterfield. Please let us know if you need contact information.**
7. Do you co-mingle riders among different clients?
 - **Only if both districts agree. We would not do that without your approval and only if it makes the route more efficient.**

8. Understanding that rides are billed per trip and not per rider, what about the charges for the additional miles beyond the base mileage allowed. How are those “extra” charges managed if a student cancels a trip within the cancellation window?
 - **Billing is based on the full route and unfortunately if one of the students cancels, the route does not adjust and will remain as originally scheduled. With a 2-hour cancellation period, there isn’t enough time to re-route the entire trip.**
9. Understanding that a no-show is the full price of the ride, and that rides are priced by trip not by student, if there is an inaccurate no-show recorded for a student who rides with two other students and the ride-cost-portion for the student who incurred the inaccurate no-show include a charge for miles above your base mileage. If the client were to call and successfully challenge the accuracy of the no-show and ask request that client not be charged for that student – are the charges for the “additional miles” credited back to the client?
 - **No, we are not charging extra for no-show. The driver has already made the trip.**
10. Provide clarification on your process on monitoring active/open trips.
 - **Automation is in place that alerts us if a driver has not confirmed the scheduled pick up in the driver application at least an hour in advance. We contact the driver via text and then via call to confirm the schedule. The Service Provider is contacted in the event we don’t reach the driver. Trips that are active but late change color in the district portal for visibility.**

What process is in place should a driver not be able to complete a trip.

- **If the Service Provider does not replace the driver, a dedicated team in EverDriven’s customer support organization secures a substitute driver. EverDriven is notified via driver notification via the app, a call to us or the service provider notification.**

What process is in place to ensure service continuity when a driver does not notify the company of his/her unavailability.

- **Whether or not the driver confirms the trip, if the driver is not on their way to the scheduled pick-up at a specified interval (currently 15 minutes prior to pick up), a dedicated team in our customer support organization secures a substitute driver for the trip. Automated communication is sent to the parent and school district with the substitute driver information.**

11. What is your standard acceptable response time to questions/concerns?
 - **Within 24 hours turnaround to provide an acceptable response regarding parent or district questions/concerns.**
12. What is the standard acceptable time within which a call should be answered by routing/dispatch teams?
 - **We aim to answer our calls within 30 seconds.**

13. Explain your accountability process when drivers operate outside the accepted norms? i.e. when drivers encourage and engage in communicating about ride details directly with parents.
- **Our guidelines include no communication regarding ride details with parents. We don't typically find out that a driver has communicated with a parent until after the communication has happened. In these instances, we instruct the Service Provider to ensure there is no communication with parents regarding ride details. After one occurrence drivers are pulled off the trip. In our experience, these instances don't happen often.**
14. Clarify your communication process with the district/the school/the parent/guardian when there has been a change in drivers.
- **In the instance of a rescue driver, a notification goes out to school and parents via text. The new driver also appears in the district portal.**
15. Are there plans to develop the client portal to where clients can see real-time GPS data?
- **We currently offer a view of drivers on the District Portal via the trip tracker screen. This view shows up as cars and home icons and shows real time GPS locations of cars for trips in progress.**
16. What type of reports are currently available for HCPS staff? Are these included as part of the offeror at no additional cost?
- **There are a variety of reports available depending upon your needs.**
17. How are your vehicles and drivers identifiable to passengers, parents/guardians?
- **Vehicles are identified via blue window clings and safety vests for drivers are coming in fall 2023.**
18. What is your ride cancellation policy?
- **Cancellation within 2 or more hours prior to the trip starting. Cancellations received after the 2-hour period will result in the trip being charged.**
19. How are passenger address changes handled?
- **Address changes come from the district and are submitted to our routing department.**
20. Provide a way for HCPS IT to be able to see the "secure" website for booking rides.
- **The District Portal is the site currently utilized to enter new trip requests, to check the status of student rides, access student onboarding reports, access no-show reports and to submit school calendars.**

BAFO PRICING

Offeror Name: _____ EverDriven _____

Proposed Unit Pricing				
Item	Description		Unit	Unit Price
1	Base Trip Charge		Each	\$ 68.00
Enter Number of Miles included in the Base Trip Charge			<u>12</u>	miles
2	Additional Mileage Charge (over initial miles in Base Trip Charge)		Mile	\$ 2.58
3	Child's Car Seat / Booster Seat		Each	\$ 5.30
4	Safety Vest (sizes XS - XL)		Each	\$ 5.30
5	Wheelchair Restraints		Each	\$ 35.00

Hypothetical Scenario #1					
Travel to BREC Academy (Wagner Road) with three (3) student pickups - Total of 42.2 Miles after 1st pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>30.2</u>	miles		
2	Additional Mileage Charge	30.2	miles	\$ 2.58	\$ 77.92
3	Child's Car Seat / Booster Seat	2	Each	\$ 5.30	\$ 10.60
Hypothetical Scenario #1 - Total Price (equals the sum of Items 1 - 3)					\$ 156.52

Hypothetical Scenario #2					
Travel to KEYS Academy (Caroline) with five (5) student pickups - Total of 59 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>59</u>	miles		
2	Additional Mileage Charge	59	miles	\$ 2.58	\$ 152.22
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #2 - Total Price (equals the sum of Items 1 - 3)					\$ 225.52

Hypothetical Scenario #3					
Travel to Grafton Integrated with one (1) student pickup - Total of 21.5 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>9.5</u>	miles		
2	Additional Mileage Charge	9.5	miles	\$ 2.58	\$ 24.51
Hypothetical Scenario #3 - Total Price (equals the sum of Items 1 - 3)					\$ 92.51

Hypothetical Scenario #4					
Travel to Tidewater Academy (Wakefield, VA) with one (1) student pickup - Total of 58.1 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>58.1</u>	miles		
2	Additional Mileage Charge	58.1	miles	\$ 2.58	\$ 149.90
Hypothetical Scenario #4 - Total Price (equals the sum of Items 1 - 2)					\$ 217.90

BAFO PRICING

Hypothetical Scenario #5					
Travel to The Lead Center with three (3) student pickups - Total of 23.3 Miles after 1st pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>11.3 miles</u>					
2	Additional Mileage Charge	11.3	miles	\$ 2.58	\$ 29.15
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #5 - Total Price (equals the sum of Items 1 - 3)					\$ 102.45

Hypothetical Scenario #6					
Travel to The Lead Center with one (1) student pickup - Total of 31.7 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>19.7 miles</u>					
2	Additional Mileage Charge	19.7	miles	\$ 2.58	\$ 50.83
3	Safety Vest (sizes XS - XL)	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #6 - Total Price (equals the sum of Items 1 - 3)					\$ 124.13

Hypothetical Scenario #7					
Travel to Faison Center with one (1) student pickup - Total of 10.9 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>0 miles</u>					
2	Additional Mileage Charge	0	miles	\$ 2.58	\$ -
Hypothetical Scenario #7 - Total Price (equals the sum of Items 1 - 3)					\$ 68.00

Hypothetical Scenario #8					
Travel to Faison Center with one (1) student pickup - Total of 42.4 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>30.4 miles</u>					
2	Additional Mileage Charge	30.4	miles	\$ 2.58	\$ 78.43
Hypothetical Scenario #8 - Total Price (equals the sum of Items 1 - 2)					\$ 146.43

Total Hypothetical Scenario Price (equals the sum of Hypothetical Scenarios 1 - 8)				\$	1,133.46
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RFP No. 23-2493-2EMF Supplemental Student Transportation Services

Henrico County Public
Schools

May 9, 2023



everdriven

Proposal Contact:

Nichole Lee | Customer Success Manager | nlee@everdriven.com

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Introduction and Signed Forms



everdriven



May 9, 2023






Henrico County Public Schools

Attn: Oscar Knott, Purchasing Director | Re: Supplemental Student Transportation Services

To Mr. Knott and the Members of the Selection Committee,

Henrico County Public Schools (the District) is seeking a qualified student transportation partner to assist as-needed with the transport for Exceptional Education and McKinney-Vento students. The District will need a safe, reliable, cost-effective partner to fulfill this contract. **As Henrico County Public Schools's transportation partner of over five years, we believe EverDriven has proven that we are that partner.**

Serving more than 500 districts in 28 states, **EverDriven is the national leader and most trusted company in alternative student transportation.** We execute approximately 10,000 trips each day, focusing on safety for students and reliability for district partners. **Our team brings the following benefits:**

-  **Unparalleled Safety Standards.** EverDriven's safety model confirms that every driver is fully vetted with ongoing state and national background checks, sex offender registry checks, and motor vehicle records checks. Drivers are further required to enter a drug and alcohol consortium and are tested prior to and throughout servicing the district. Vehicles used to transport students are inspected by a mechanic and regularly examined by EverDriven staff to see that the vehicle remains clean and odor free. Maintaining vehicle & driver safety standards while focusing on each passenger's unique circumstances sets us apart.
-  **Secure and Thoughtful Technology.** We use proprietary software, built and maintained in-house, to confirm conformity with federal, state, and district regulations. EverDriven further has apps for a variety end-users in mind: districts, drivers, and parents/guardians. Drivers check in to allow for GPS tracking, and districts, parents, and guardians can see their students' locations on their respective platforms. Having real-time updates allow for an extra level of assurance that students are arriving safely and on time.
-  **Student-Focused Transportation.** While technology allows for scalability, many companies over-focus on this facet of their operation. For EverDriven, the human element of personalized service and on-the ground representatives give students a heightened level of security. Parents, guardians, and students have opportunities to meet with local EverDriven representatives prior to their first trip to help reinforce familiarity. This is a level of focus and service that technology should never replace.
-  **Cost-Efficient Transportation Solutions.** We offer comprehensive student transportation solutions while providing a higher level of care and customization at a significantly lower cost than traditional transportation models, all while not compromising the safety of students. The following proposal illustrates our commitment to the education community and the students we transport every day.
-  **A Partner With a Local Presence.** EverDriven has been serving Virginia since 2012, and has been selected by over thirty (30) school divisions to provide transportation for their special needs and MKV students. We currently provide alternative transportation for over 240 students in six (6) neighboring areas (the City of Charlottesville, Albemarle, Richmond, Lynchburg, Bedford, and Prince William). Because of this, we see our continued partnership with Henrico County Public Schools on a personal level—we also see you as a neighbor.

We look forward to being a continued and trusted partner. Please reach out with any questions.

Sincerely,

Megan Carey, Chief Development Officer
everdriven@everdriven.com

Nichole Lee, Customer Success Manager
nlee@everdriven.com

Our mission is to provide equal opportunities, mobility, and peace of mind to the most vulnerable in our communities.

5680 Greenwood Plaza Blvd., Suite 550, Greenwood Village, CO 80111



877.225.7750



EverDriven.com


Attachment A - Proposal Signature Sheet

ATTACHMENT A PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all requirements specified in this Request for Proposal ("RFP") **No. 23-2493-2EMF Supplemental Student Transportation Services for Henrico County Public Schools.**

My signature also certifies that by submitting a proposal in response to this RFP, the Offeror represents that in the preparation and submission of this proposal, the Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person or business entity, or enter into any agreement, participate in any collusion, or otherwise take any action in the restraining of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a legal representative for the business entity submitting this proposal.

LEGAL NAME OF OFFEROR (DO <u>NOT</u> USE TRADE NAME):
EverDriven Technologies, LLC
ADDRESS: 5680 Greenwood Plaza Blvd, Ste. 550 Greenwood Village, CO 80110
FEDERAL ID NO: 84-4638561
SIGNATURE: 
NAME OF PERSON SIGNING (PRINT): Megan Carey
TITLE: Chief Development Officer
TELEPHONE: 877-225-7750
FAX:
EMAIL ADDRESS: everdriven@everdriven.com
DATE: 5/8/2023

Attachment B - Business Classification Form

ATTACHMENT B BUSINESS CATEGORY CLASSIFICATION FORM

Company Legal Name: EverDriven Technologies, LLC

This form completed by: Signature:  Title: Chief Development Officer

Date: 5/8/2023

PLEASE SPECIFY YOUR **BUSINESS CATEGORY** BY CHECKING THE APPROPRIATE BOX(ES) BELOW.

(Check all that apply.)

- ☐ SMALL BUSINESS
- ☐ WOMEN-OWNED BUSINESS
- ☐ MINORITY-OWNED BUSINESS
- ☐ SERVICE-DISABLED VETERAN
- ☐ EMPLOYMENT SERVICES ORGANIZATION
- ☒ NON-SWaM (Not Small, Women-owned or Minority-owned)

SUPPLIER REGISTRATION – The County of Henrico encourages all suppliers interested in doing business with the County to register with eVA, the Commonwealth of Virginia's electronic procurement portal, <http://eva.virginia.gov>.

eVA Registered? ☒ Yes ☐ No

If certified by the Virginia Minority Business Enterprises (DMBE), provide DMBE certification number and expiration date.

_____ NUMBER

_____ DATE

DEFINITIONS

For the purpose of determining the appropriate business category, the following definitions apply:

"Small business" means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

"Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

"Minority-owned business" means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

"Minority individual" means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. "African American" means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
2. "Asian American" means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.
3. "Hispanic American" means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
4. "Native American" means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

"Service disabled veteran business" means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

"Service disabled veteran" means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

"Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department of Aging and Rehabilitative Services.

Attachment C - VA State Corporation Commission Registration Information

ATTACHMENT C Virginia State Corporation Commission (SCC) Registration Information

The Offeror:

☒ is a corporation or other business entity with the following SCC identification number:
T079224-4 -OR-

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Bidder's out-of-state location) -OR-

☐ is an out-of-state business entity that is including with this bid/proposal an opinion of legal counsel which accurately and completely discloses the undersigned Bidder's current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of §13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

Please check the following box if you have not checked any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids: ☐

Attachment D - Proprietary/Confidential Information

ATTACHMENT D PROPRIETARY/CONFIDENTIAL INFORMATION IDENTIFICATION

NAME OF OFFEROR: EverDriven Technologies, LLC

Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Va. Code § 2.2-4342(F) in writing, either before or at the time the data or other materials are submitted. The Offeror must specifically identify the data or materials to be protected including the section(s) of the proposal in which it is contained and the pages numbers, and state the reasons why protection is necessary. A summary of trade secrets and proprietary information submitted shall be submitted on this form. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. Va. Code § 2.2-4342(F) prohibits an Offeror from classifying an entire proposal, any portion of a proposal that does not contain trade secrets or proprietary information, line item prices, or total proposal prices as proprietary or trade secrets. If, after being given reasonable time, the Offeror refuses to withdraw such classification(s), the proposal will be rejected.

SECTION/TITLE	PAGE NUMBER(S)	REASON(S) FOR WITHHOLDING FROM DISCLOSURE
EverDriven has not included any proprietary or confidential information in this proposal.		

ATTACHMENT F
DIRECT CONTACT WITH STUDENTS

Name of Offeror: EverDriven Technologies, LLC

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Any individual making a materially false statement regarding any such offense is guilty of a Class 1 misdemeanor and, upon conviction, the fact of such conviction is grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services.

As part of this submission, I certify the following:

- ☐ ☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of a violent felony set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A); an offense involving the sexual molestation, physical or sexual abuse, or rape of a child;**

And (select one of the following)

☒ **None of the individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities have been convicted of any felony or any crime of moral turpitude.**

or

☐ **One or more individuals who will be providing services that require direct contact with students on school property during regular school hours or during school-sponsored activities has been convicted of a felony or crime of moral turpitude that is not set forth in the definition of “barrier crime” in Va. Code § 19.2-392.02(A) and does not involve the sexual molestation, physical or sexual abuse, or rape of a child. (In the case of a felony conviction meeting these criteria, the contractor must submit evidence that the Governor has restored the individual’s civil rights.).**



Signature of Authorized Representative

Megan Carey

Printed Name of Authorized Representative

EverDriven Technologies, LLC

Printed Name of Vendor

(if different than Representative)

Responsible Offeror Certification

EverDriven certifies that it is a responsible offeror “who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.”

EverDriven certifies that it has not defaulted on any government contract in the last five years.

EverDriven certifies that no government has terminated a contract with the Offeror for cause in the last five years.

EverDriven certifies that neither it nor any of its officers, directors, partners, or owners is currently barred from participating in any procurements by any federal, state, or local government body.

Insurance Information

Woodruff Sawyer is the insurance broker for EverDriven. EverDriven’s insurance program is secured with several of the world’s largest insurance companies and is tailored to meet the contractual requirements of our customers. Coverages include, but are not limited to:

- Commercial Auto Liability: \$1,000,000 limit
- General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate
- Sexual Misconduct: \$4,000,000 limit
- Workers Compensation: Statutory
- Employers’ Liability: \$1,000,000 limit
- Cyber Liability: \$3,000,000 limit

**WOODRUFF
SAWYER**

Woodruff-Sawyer & Co.
844.972.6326

717 17th Street, Suite 1540
Denver, CO 80202

CO License 78932

AN ASSUREX GLOBAL & IBN PARTNER
www.woodruff Sawyer.com

EverDriven can meet the District’s requirements regarding Umbrella coverage.

The insurance provides coverage for any trip while under dispatch by EverDriven. The EverDriven insurance program protects the customer, regardless of the status of the insurance carried by the subcontractor. EverDriven’s customers are named as ‘Additional Insureds’ under the general liability and auto policies as required by written contract.

EverDriven is required to verify that the subcontractor (drivers and companies) maintain the following minimum limits for Auto Liability:

- \$100,000 per person
- \$300,000 per occurrence
- \$50,000 for property damage

In the event of an insured claim, EverDriven initially looks to the subcontractor’s certificate of insurance maintained on file. Regardless of the status of the insurance of the subcontractor, EverDriven’s customer is protected by the insurance provided by EverDriven’s insurance program.

The insurance provided by the subcontractor is not in addition to the EverDriven master insurance program, but is primary in the event of an accident. The subcontractor’s coverage will respond to a covered loss first with EverDriven’s program paying the balance of the loss. If the insurance certificate provided by the subcontractor was invalid or the driver was using an unauthorized personal vehicle, EverDriven’s policy would pay the entire claim.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/20/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111		CONTACT NAME: Valerie Lynch PHONE (A/C, No, Ext): E-MAIL: vlynch@woodruffswyer.com ADDRESS:		FAX (A/C, No):	
INSURED Alternative Logistics Technologies Holdco, LLC dba EverDriven Technologies 5680 Greenwood Plaza Blvd., Suite 550 Greenwood Village, CO 80111		License#: 0329598 ALCSCO-01		INSURER(S) AFFORDING COVERAGE INSURER A: Westchester Surplus Lines Insurance Company INSURER B: Chubb Custom Insurance Company INSURER C: James River Insurance Company INSURER D: Chubb Indemnity Insurance Company INSURER E: Lloyds of London - Beazley INSURER F:	
				NAIC # 10172 38989 12203 12777	

COVERAGES **CERTIFICATE NUMBER:** 1982833084 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G71755782004	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		79943399	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			000969623	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	71776627	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Sexual Misconduct & Molestation			FN2211894	11/1/2022	11/1/2023	Aggregate SIR \$4,000,000 \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The below entities are included as named insureds on the above mentioned policy:

Alternative Logistics Technologies Holdings, Inc.
 Alternative Logistics Technology Intermediate, LLC
 Alternative Logistics Technologies Buyer, LLC
 EverDriven Technologies, LLC. F.K.A. ALC Schools, LLC
 Red Rock Technology, LLC
 County of Henrico and Henrico County Public Schools are included as additional insured as respects General Liability and Automobile Liability to the extent provided in the attached forms. Coverage provided to the additional insured will be primary and See Attached...

CERTIFICATE HOLDER County of Henrico Risk Management PO Box 90775 Henrico VA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



ADDITIONAL REMARKS SCHEDULE

AGENCY Woodruff-Sawyer & Co.		NAMED INSURED Alternative Logistics Technologies Holdco, LLC dba EverDriven Technologies 5680 Greenwood Plaza Blvd., Suite 550 Greenwood Village, CO 80111	
POLICY NUMBER			
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

non-contributory. Notice of Cancellation applies with respects General and Auto Liability.

DRAFT CERTIFICATE. ALL TERMS INCLUDED HERE ARE PENDING FULLY EXECUTED CONTRACT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ALTERNATIVE LOGISTICS TECHNOLOGIES HOLDINGS, INC.

Endorsement Effective Date: 11/01/2020

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

WHERE REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – “**Other Insurance**” of Item B. – “**General Conditions**” under Section IV – “**Business Auto Conditions**”:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an “insured” of a covered “auto” for which an “insured” is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

NON-CONTRIBUTORY OTHER INSURANCE ENDORSEMENT

Named Insured Alternative Logistics Technologies Holdings, Inc.			Endorsement Number
Policy Symbol GLW	Policy Number G71755782 004	Policy Period 11/01/2021 TO 11/01/2022	Effective Date of Endorsement 11/01/2021
Issued By (Name of Insurance Company) Westchester Surplus Lines Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Paragraph 4. c. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted in its entirety and replaced by the following:

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method unless you are required by written contract to provide insurance that is primary and non-contributory, and the contract has been signed by you prior to any loss. Where required by such a written contract, this insurance will be primary and non-contributory only when and to the extent required by that written contract. However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

All other terms and conditions remain unchanged.

Tab 2

Offeror's Qualifications, Experience, Resumes, Financial Capability



everdriven



Qualifications

EverDriven is a national alternative transportation solutions company that specializes in working with children who have special transportation needs. This highly specialized service is what we do every day and we are proud to be able to offer a level of personalized service others simply cannot. We coordinate more than 10,000 student trips a day across 28 states. From the districts' specifications to the details of each child's unique need, EverDriven confirms that anyone transporting your students meets or exceeds federal, state, and district requirements.

Our focus is on fulfilling special transportation needs for districts and their students. **We coordinate trips for thousands of students every day while never losing sight of the importance of each student's unique needs and circumstances.** We realize that knowing, for example, the student's preference to sit on the right side of the vehicle can be just as important as meeting the needs of their physical requirements. For us, no student and no circumstance is too difficult to address.

Who We Serve

At EverDriven, we provide daily Home-To-School Transportation for all students, including:

✓ **ESSA STUDENT POPULATIONS
(MCKINNEY-VENTO, FOSTER YOUTH)**

✓ **STUDENTS WITH SPECIAL NEEDS**

✓ **HARD-TO SERVE TRIPS**

✓ **STUDENTS TRAVELING OUT-OF-DISTRICT**

✓ **MULTI-DISTRICT COORDINATION**

✓ **SCHOOL OF CHOICE PROGRAMS**

✓ **EARLY CHILDHOOD EDUCATION**

How We Do It

EverDriven uses a strategic combination of SUVs, minivans, wheelchair accessible vans, and sedans to help safely transport our district partners' most at-risk students. By matching the right vehicle with the right trip, districts no longer pay for unused capacity. **This model also gives districts the ability to expand and contract their fleet to accommodate the ever-changing requirements of these student populations.** Students may be transported in one of the following vehicle types:



SUV



Wheelchair
Accessible Van



Van



Sedan

Why We Do It

Our mission is to provide equal opportunities, mobility, and peace of mind to the most vulnerable in our communities. This wouldn't be possible without the dedication and compassion we have for each other. **We don't just drive, we are driven.**

The compassion we share for each other translates into everything we do, and that is one of the many things that sets us apart. A Field Operations employee once coined something he called *the caring gene*.

The caring gene is found in people who place the care of clients and passengers first. EverDriven has incorporated this concept into how we serve students, families, and districts. Because of this, on-time performance has increased, and the number of complaints have dropped. By implementing the ethos of the caring gene into how Ever Driven operates, we continue to further our mission and provide an unparalleled level of care to those we serve.

Employee Spotlight



"I was often amazed and humbled by the accomplishments of my clients who, despite their physical challenges, had become ambassadors, inventors, educators, and business leaders in various industries. They didn't let their physical challenges define them and it was truly inspiring to me. I'm not in it for the money. I'm in it because I care about the people we transport."

-John Hayes, Field Operations Manager



Experience

EverDriven's experience in student transportation started more than 20 years ago in Southern California (formerly know as both ALC Transportation and ALC Schools). Today, we are recognized as a national leader in alternative and specialized student transportation, with more than 500 clients in 28 states. EverDriven understands the needs of districts to have cost-effective and flexible transportation for special education and McKinney-Vento students. **Our unique service delivery model allows us to be highly responsive to fulfilling districts' needs while providing safe and efficient transportation for students that follows all federal, state, and local regulations.**

everdriven
by the numbers

20+

**years in
business**

500+

**clients
nationwide**

2012

**serving Virginia
since**

6

**local to Henrico
areas served**

240+

**students in those areas
transported daily**

Management Personnel

EverDriven has a team of dedicated transportation experts ready and available to help serve the District's special education and MKV students' transportation needs. Below is a chart that shows the proposed team.

Henrico County Public Schools



EverDriven Management Team

Megan Carey Chief Development Officer	Michael Ensign VP of Business Development	Shawn McClung Regional Director, Field Operations
---	---	---

Nichole Lee

Client Success Manager

Nichole will act as a client relations and technology liaison to Henrico County Public Schools. She will oversee a smooth transition to EverDriven services and introduce district staff to various support personnel and resources. As the technology liaison, she will provide a tutorial on the online District Portal before services begin. She is also available to provide information about EverDriven's VIP parent app and the suite of custom reports we can provide.

Education

- » BS, Business Administration, DePaul University

Skills

- » Account and Territory Management
- » Stakeholder Management
- » Customer Service
- » Contract Renewals and Management

EverDriven, Client Success Manager

2023 - Present

Top client account management and business development. Specializes in client relations for EverDriven's top accounts, ensuring that issues are resolved in a timely and efficient manner.

Krames (Division of WebMD), Strategic Account Manager

2022- 2023

Territory management for 30 accounts, establishing client and market priorities. Matched business problems to products and service solutions. Fielded client complaints and issues and facilitated negotiations, resolving issues and reaching mutually beneficial conclusions.

Krames (Division of WebMD), Senior Account Manager

2020 - 2022

Territory management and ownership of 32 client accounts. Built and strengthened client relationships by ensuring client satisfaction and appropriate alignment of company solutions and client objectives. Accurately managed client billings, invoices, revenue, activity, forecasting, and contract renewals.

Krames (Division of WebMD), Senior Client Success Manager

2018 - 2020

Oversaw project schedules, timelines, and budgets, ensuring contract requirements and client needs were addressed in accordance with client expectations.

Krames (Division of WebMD), Account Manager

2014 - 2018

Formulated and realized new business opportunities within existing client territory.

NCH Marketing Services, Account Executive

2006 - 2014

Offered consultative services, delivered solutions, and value added-recommendations to address issues in a highly demanding and fast-paced consumer promotions environment.

Maurice Murphy

Account Manager, Field Operations

Maurice will assist in managing the daily service of your account in addition to recruiting, vetting, and credentialing of drivers and monitors. He will be responsible for the EverDriven pre-service vehicle inspections; facilitating parent communication with central operations; observing student safety at pickup and drop-off locations; and will be present for in-person meetings with district/school staff as needed.

Education

- » Associate of Information Technology, Strayer University

Skills

- » User Training & Support
- » Negotiation
- » Leadership
- » Customer Service
- » Problem Solving

EverDriven, Account Manger, Field Operations

2019 - Present

Oversees daily field operations needs for client accounts. Recruits and vets monitors and drivers to service trips. Facilitates parent communication, and observes student safety at pickup and drop-off locations

Costar Group, Tenant Research Analyst

2017 - 2019

Responsible for profiling and investigating commercial tenants via phone interviews with tenants, owners, and real estate professionals. Conducted data analysis to define market trends and identify opportunities for process improvements. Successfully created comprehensive profiles on commercial tenants and business decision makers.

EPIC Leadership and Management, Help Desk Analyst

2014 - 2016

Responsible for providing network and desktop support to client computers, as well as hardware repair and software diagnostics on devises. Reduced response time by fifteen percent, and fulfilled helpdesk requests through a ticket-based system. Maintained excellent customer service by ensuring client issues were resolved and met with the upmost professionalism.

Capital One, Senior Recovery Coordinator

2012 - 2017

Responsible for analyzing customer needs and finding way to financial obligations to prevent further action. Determined possible solutions when customers encountered legal action. Was a top department performer for five months between 2013 and 2016. Assisted customers to understand their accounts and responsibilities; tactfully resolved challenging situations in a professional and calm manner.

Darrell Aldridge

Senior Account Manager, Field Operations

Darrell will focus on customer service relationships with existing clients. He will be responsible for maintaining equipment levels; identifying and engaging transportation service providers; explaining client requirements; file maintenance; and performing administrative and clerical tasks as needed. Darrell will act as the liaison between EverDriven and districts to provide guidance, direction, and feedback to the respective Area Manager, Regional Director, or other Senior Management.

Skills

- » Training & Development
- » Program Evaluation
- » Career Coaching
- » Policy & Compliance
- » Recruiting & Staffing
- » Employee Relations

EverDriven, Senior Account Executive

2016 - Present

Oversees daily operational requirements for assigned accounts. Provides training and education for existing field operations within EverDriven. Works with the business development team to develop industry relationships and coordinate customer service needs. Meets with district clients in order to assist with financial and service-related needs.

United Postal Service, Package Car Driver

2013 - 2016

Serviced a dedicated route for three (3) years without accidents, and maintained compliance with strict federal and state guidelines for proper Department of Transportation policy.

DC Cleaning LLC, Owner/Operator

2008 - 2016

Sourced, serviced, and retained a variety of business clients for cleaning services. Furthered customer service skills in order to maintain long-term relationships.

Cheesecake Factory, Executive Kitchen Manager

2002 - 2007

Trained & developed over thirty (30+) kitchen staff on proper cooking procedures, recipe adherence, and food safety regulations. Responsible for scheduling and receiving food and beverage deliveries while maintaining budgets.

Steak and Ale, General Manager

2007 - 2008

Managed day-to-day functions including staffing, training, compensation, employee relations, payroll, and ordering & receiving. Maintained extremely low employee turnover rates by implementing thorough training guidelines while following up on policies and procedures.

Lisa Kistler

Area Manager, Field Operations

As the Field Operations Area Manager for the Northeast, Lisa will focus on executing programs to improve service quality, reduce costs, and increase service productivity. She will oversee and ensure the daily service of the Henrico County Schools runs smoothly, and that they are properly managed to meet the daily operational requirements.

Education

- » BA, Business Management, King's College Wilkes Barre, PA

Skills

- » Customer Service
- » Performance Development
- » Team Building
- » Client Relations
- » Strategic Planning
- » Forecasting

EverDriven, Northeast Area Manager, Field Operations

2023 - Present

Provides professional and consistent communication with service providers, parents, and on-site school personnel. Serves as a liaison between departments, program heads, and district executives. Develops industry relationships and coordinates client retention efforts.

CSL Plasma, Center Director, Taylor, PA Location

2021 - 2023

Oversight of facility and inventory management in addition to donor retention, customer service, and marketing plans. Lisa ensured compliance with company SOPs and applicable federal, state, and local regulations. Maintained strict regulatory requirements regarding the integrity and safety of donated plasma.

Family Dollar, District Manager

2014 - 2021

Oversaw 18 store locations with an annual volume of \$27M. Ensured all stores met sales, shrink, and payroll goals in addition to being compliant with marketing campaigns and promotions. Recruited, hired, and trained store managers. Provided a high level of guest services.

ULTA Beauty, Regional Market Trainer

2009 - 2014

Responsible for managing salon, prestige cosmetics, and retail operations training programs. Developed strong relationships with store and salon managers to become a trusted advisor and operational partner. Presented and facilitated multiple district meetings to launch new company initiatives.

SAKS Incorporated Club Libby Lu, District Manager

2006 - 2009

Responsible for revenue and profit performance for 11 mall locations. Led district team consisting of store managers, assistant managers, and associates.

TJX Companies, District Operations Manager

1999 - 2006

Worked as a corporate liaison to ensure business and production goals were achieved. Exhibited clear understanding of fashion, quality, and brand requirements.

Carmen Elizalde

Account Specialist,

Routing & Optimization

Carmen will be main point of contact for most questions. As Albemarle's Routing & Optimization Account Specialist, she will confirm that all change requests, student add-ons, and removals are done in a timely fashion. She will further structure routes as efficiently as possible, builds quotes, and maintains accurate calendars by setting holidays, early-outs, and assisting with emergency weather updates.

Skills

- » Bilingual English/Spanish
- » Student Routing
- » Database Management
- » Stakeholder Coordination
- » Customer Service

EverDriven, Routing Account Specialist

2019 - Present

Coordinates daily with school districts and parents to transport students to their respective schools. Inputs student data into EverDriven proprietary systems in order to route and group students in the most efficient and safe manner. Maintains database with profile notes. Works closely with EverDriven field operations team to ensure routes are confirmed and ready to start.

ALC Dispatch, Bilingual Dispatcher

2019 - 2019

Assisted English and Spanish speaking drivers, parents, and schools with transportation needs. Provided involved parties with any pertinent delay information. Provided schools and parents with vehicle descriptions, assisted with tracking drivers and providing estimated time of arrivals.

ALC Medical, Bilingual Customer Service Representative

2018 - 2019

Assisted English and Spanish speaking clients with creating trips to medical appointments and alternative trips to various pharmacies. Coordinated with clients and medical insurance in order to verify eligibility for booking trips. Provided clients with vehicle descriptions, tracking, and estimated time of arrivals, and cancellations.

Kohl's, Customer Service Representative

2014 - 2020

Assisted clients with both English and Spanish speaking customer service needs. Processed customer payments and provided back-up assistance for registers as needed. Processed change request orders as needed.

Gladis Thompson

Director, Routing & Optimization

Gladis oversees all aspects of the Routing and Optimization team, from individual to overall performance of the department. She ensures that RO is meeting the needs of both our district-partners and the field operations teams. Gladis also provides counsel to EverDriven's management team when planning and implementing new initiatives and policies.

Skills

- » Bilingual English/Spanish
- » Customer Service
- » Routing
- » Operations Assessments
- » Policy Adherence
- » Regulations

EverDriven, Director of Routing & Optimization

2006 - Present

Oversees EverDriven's Field Operations team. Recruits, interviews, and hires staff members in addition to providing staff development opportunities via training and workshops. Coordinates schedules for optimal coverage of daily workload and adjusts quickly to the changing demands of student transportation. Keeps staff abreast of company policies, safety procedures, and updates in any regulatory requirements. Provided valuable field operations insight during the design of Rhapsody, EverDriven's proprietary routing software.

Norman Lewis Limousine Service, Customer Service Representative

2000 - 2004

Engaged in customer service activities such as appointment booking and confirmation, client communications, responded to requests for products, services, and company information. Additionally aided in answering the large volume of daily incoming calls to resolve customer issues and schedule appointments.

Service Providers

EverDriven's model partners with local service providers to contract with qualified drivers. The service providers listed below are the top three currently providing services the account. Based on the District's needs for SY 23-24 and beyond, these may be subject to change.

- D&S Transportation
- Emma Transportation
- TLC Transportation Solutions LLC

Background Check Information

EverDriven's safety model confirms that every driver is fully vetted with ongoing state and national background checks, sex offender registry checks, and motor vehicle records checks. Drivers are further required to enter a drug and alcohol consortium and are tested prior to and throughout servicing the district. EverDriven complies with the Fair Credit Reporting Act and all other applicable laws.

Current background checks include the FBI Federal, State, and county criminal checks, in addition to national sex offender searches and motor vehicle records (MVRs). We will work with the District to be in compliance in any updated background check database that differs from the current contract, and would like to discuss with the District how proof of applications or results should be collected for any additional database searches.

Financial Capability

EverDriven prides itself not only in the excellent transportation services that we provide, but also in the stability of its finances. Being a privately held company, EverDriven does not share financial statements with potential or current clients. In lieu of the requested balance sheets, we have provided the company's most recent audit opinion given by our independent auditors, Pricewaterhouse Coopers.

This opinion comes from one of the most well-respected auditing firms in the country, which provided an unqualified opinion of EverDriven's financial solvency and should more the satisfy any question of EverDriven's financial health. Please note that EverDriven is a subsidiary of Alternative Logistics Technologies Buyer, LLC. For any additional questions, our CFO is happy to speak with you.

**Alternative Logistics
Technologies Buyer, LLC**
Consolidated Financial Statements
June 30, 2022 and 2021



Report of Independent Auditors

To Management and Board of Directors of
Alternative Logistics Technologies Buyer, LLC

Opinion

We have audited the accompanying consolidated financial statements of Alternative Logistics Technologies Buyer, LLC and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of June 30, 2022 and 2021, and the related consolidated statements of operations, of member's equity and of cash flows for the years then ended, including the related notes (collectively referred to as the "consolidated financial statements").

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of June 30, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are available to be issued.



Auditors' Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

PricewaterhouseCoopers LLP

Irvine, California
September 27, 2022

Tab 3

Fleet Information & Safety



ever**driven**



The EverDriven Safety Commitment



As the nation's leading alternative student transportation provider, **safety is our #1 priority**. We take great care to ensure drivers and monitors servicing EverDriven trips are SafeRide Certified, fully vetted and capable of addressing each student's unique needs.

The EverDriven Safety Commitment is the gold standard when vetting qualified subcontracted transportation partners, drivers, and monitors.

The EverDriven Safety Commitment focuses on four primary pillars: drivers, monitors, vehicles, and compliance. We require all drivers, monitors and vehicles servicing EverDriven trips to become SafeRide Certified. EverDriven mandates transportation providers and their drivers adhere to all EverDriven, state, local, and district transportation requirements. EverDriven is also compliant with protections outlined in HIPAA.

Please see the following pages for information on how we certify our subcontracted transportation partners, drivers, monitors, and vehicles.



Drivers

All subcontractors' drivers need to satisfy up to 18 screening requirements; including review of one's criminal history, driving record, and a pre-service drug test.



Monitors

All monitors servicing EverDriven trips need to satisfy up to 13 screening requirements.



Vehicles

EverDriven is the only alternative student transportation company that requires vehicles to pass an EverDriven 50+ point inspection and an inspection from a 3rd party.



Compliance

We ensure all transportation partners and their drivers/monitors comply with EverDriven, state, local, and district requirements prior to servicing trips. EverDriven also adheres to the physical, administrative, and technical safeguards outlined in HIPAA to protect, and secure a patient's healthcare data and/or protected health information.

Transportation Service Providers

Over the years, we've developed a network of trusted and subcontracted transportation service providers that serve districts in your region. We only contract with service providers whose drivers are courteous, professional, and demonstrate the qualities of the caring gene. **Prior to service, each transportation service provider has provided EverDriven with proof of the following:**

- » **Insurance:** Each service provider is required to list EverDriven as an additionally insured entity on their commercial auto liability policy. Our district partners are further protected under EverDriven's own commercial insurance policy.
- » **A Valid Business License:** Prior to partnership, each service provider must provide us with a valid business license in the states of operation.
- » **A SafeRide Vehicle Check:** Service providers that supply drivers with company vehicles must submit all vehicles for inspection. EverDriven is the only alternative transportation company that requires all vehicles to pass at 50+ point inspection conducted by our own team in addition to an annual third party inspection.
- » **Conformity to Regulations:** Service providers adhere to additional district, local, or state requirements.

SafeRide Certification: Drivers and Monitors

We utilize a rigorous vetting process to select drivers and monitors. EverDriven's SafeRide Certification process helps select individuals who will uphold industry-leading customer service requirements. Drivers are required to pass up to an 18-step certification, whereas monitors are required to pass up to 13 steps. This vetting process makes drivers and monitors who serve EverDriven trips ideally suited to care for a range of student needs. Following service provider approval, each prospective driver and monitor are required to complete the certification process before becoming eligible to service EverDriven routes. Examples of SafeRide Certification steps are below.



1. INTERVIEW

To ensure each driver meets EverDriven standards, we require interviews.



2. THOROUGH BACKGROUND CHECK

Drivers and monitors must satisfy up to 18 (or 13 for monitors) screening requirements prior to hire, including:

- Federal, state, and local background checks
- County, state, and national criminal record check
- Sex offender registration check



3. INITIAL MVR CHECK*

EverDriven will secure MVR review for an indication of safety and driving habits.



4. INITIAL DRUG AND ALCOHOL SCREENING

All drivers and monitors must pass a drug and alcohol screening from a verified 3rd party vendor.



5. VEHICLE INSPECTION*

An inspection, certification, and repair(s) (if any) will be completed for all vehicles during EverDriven's initial vetting process.

For information on our SafeRide certification, please see proposal section "Vehicles".



6. EDUCATION PROGRAM

Selected individuals must successfully complete PASS Basic Training.

For information on driver training, please see below.



7. ONGOING CHECKS

Selected individuals submit to enrollment in a drug and alcohol consortium for post-accident, reasonable suspicion, and random testing. Additionally, drivers receive ongoing MVR checks and are required to maintain updated documentation.



8. DOCUMENT INTEGRITY GROUP (DIG) CHECK

Our DIG team collects and verifies required documentation from each driver and monitor candidate. Standard requirements include:

- Registration and insurance required for the vehicle (drivers only)
- Certifications of education programs (PASS training, CPR, etc.)
- All other documents to comply with state, local or district requirements

* Only applicable to drivers

Driver and Monitor Education: Passenger Assistance, Safety, and Sensitivity (PASS) Training

The **PASS Training Program** is the ideal education program for transportation operations where passengers require extra care. The program was created by The Community Transportation Association (CTAA) and has successfully trained and certified over 150,000 drivers and instructors since its inception. PASS Training consists of six modules to help drivers and monitors become familiar with and proficient in:

- » The role as a professional transportation provider
- » Passenger assistance
- » Disability awareness
- » Emergency evacuation techniques

EverDriven will be happy to discuss additional District driver or monitor education or training as requested.



Safety Policies: Pre-Trip

Application Usage: A SafeRide with EverDriven starts 55 minutes before the trip when the driver signs into the application to view their route. Drivers can review trip details in the app to prepare for the upcoming route. Trip notes related to specific transportation requirements remain confidential as needed. There are coordinated checks throughout the trip coordinated in the driver app. If the driver needs to report any delays such as traffic or weather, EverDriven dispatch can also be contacted through the app.

Pre-Trip Vehicle Check: The vehicle servicing the trip must be connected to the driver within EverDriven's compliance system. The driver will check the exterior of the vehicle ensuring tires, brakes, lights, child and window locks, steering, gas levels, and safety securements are all properly in place prior to servicing a trip. The driver will check the interior of the vehicle to see that loose items will not be within a passenger's reach and all required emergency equipment is in the vehicle.

Drivers are provided with an EverDriven sticker to go on vehicles to make them readily identifiable to parents, guardians, and school district professionals. Similarly, both drivers and monitors will have an EverDriven issued ID badge.

Proper Securement: All persons must be secure with a seatbelt, car seat, booster seat, wheelchair 4-point restraint, or safety restraints. Drivers will not put the vehicle in motion until everyone is properly and safely secured. The driver must additionally see that car seats/booster seats are secured in place prior to operation. Drivers operating wheelchair vehicles must have demonstrated proficiency in securing a wheelchair prior to providing services. The driver will check that child proof locks and windows are in proper working condition and used whenever a student is transported.

Unimpaired Driving: Drivers or monitors may not service an EverDriven trip when their ability to service a trip is impaired whether through fatigue, illness, or any other issue that would cause safety concerns for the passengers, driver, and monitor.

Safety Policies: Active Trip

Authorized Passengers and Stops: Only the assigned driver and applicable monitor will be in the vehicle while servicing routes. Drivers and monitors will not leave passengers unattended unless a waiver to do so has been approved by the school district. If the driver leaves the passenger unattended, the driver may set the parking brake and leave the vehicle in a safe condition.

There will be no changes to stops in the route without the prior consent and approval of the district. If a student's pickup or drop off location changes, the parent/guardian needs to send notice to the district before the driver can stop at a new location. Drivers will not solicit or accept money from students or parents/guardians in lieu of a district directive.

Loading/Unloading and Pickup/Drop Off: Drivers will park where a student does not have to cross the street. A parent/guardian/district staff member must be at the curb to receive the student(s) at the pickup and drop off locations. Drivers will wait at the curb, in their vehicles, until an authorized adult is present to place the student(s) within or remove the student(s) from the vehicle.

It is EverDriven's policy that drivers do not touch the student(s) when loading/unloading students from the vehicle. Parents/guardians or district staff will place the student(s) in the vehicle and make sure they are properly secured (this includes securing students into any necessary equipment).

Cell Phone Policy: Cell phones shall not be in use while vehicle is in motion unless a related call is required during transport, in which case a hands-free device will be used. Drivers will adhere to cell phone and hands-free device laws per state. Drivers will use the EverDriven driver application to facilitate the trip. All steps are required to be completed while the vehicle is safely parked.

Drivers and monitors will not share personal contact information with parents, guardians, or district staff. Drivers and monitors will not play music or the news unless requested and pre-approved by parents, guardians, or district staff.

Adverse Weather: Adverse weather conditions may include rain, fog/smoke, fire, windstorm, earthquake, snow, and/or ice. Drivers should take additional safety precautions in adverse weather conditions. Precautions include:

- » Driver leaving earlier in preparation for trip
- » Driver checking that the vehicle and necessary equipment is safe to use under current conditions
- » Driver reduces speed or pulls vehicle over to a safe area if necessary

Safety Policies: Post-Trip

Post-Trip Vehicle Check: The driver will check interior/exterior, tires, brakes, lights, steering, gas levels, securements, and any required emergency equipment to be in the vehicle.

If the driver notices any personal property belonging to a passenger in the vehicle, the driver will contact EverDriven dispatch to inform them of the property left behind, and use its best efforts to safeguard the property until it can be returned to the passenger.

These policies help achieve safety of students by:

- » Allowing no student to be left unattended in vehicles
- » Confirming students are not left alone when dropped off
- » Supporting proper securement within vehicles
- » Helping to control the spread of potentially contagious diseases
- » Making sure the vehicle is operating in safe driving conditions

Accident/Incident Report Procedures

EverDriven, drivers, and monitors will do everything within their power to avoid vehicle accidents and trip incidents. In the event of an accident or incident, the following protocols are in place.

Motor Vehicle Accidents

- » If involved in an accident while servicing an EverDriven trip, drivers will:
 - » Pull over to the nearest safe area out of traffic.
 - » Check all passengers for any injuries. If there are injuries to any passengers or damage to the vehicle, the driver will immediately call 911.
 - » Report the accident immediately to EverDriven Dispatch through the application.
 - » Drivers will not allow any passengers to be picked up prior to speaking with EverDriven Dispatch. EverDriven will find a rescue driver to pick up the passenger(s) and will alert service providers and passenger parent/guardians about the accident.
- » If the accident involves a collision with another vehicle, drivers will:
 - » Exchange contract & insurance information with the driver of the other vehicle(s)
 - » Record the other vehicle's make/model/license plate
 - » Report location of the collision, how the collision occurred, and photos of the vehicles involved
 - » EverDriven will officially log the accident and the driver will submit a formal statement. Drivers will then be informed of next steps.

Incidents

An incident differs from an accident in multiple ways. Examples of incidents can include delays due to weather or a late student are considered incidents, as well as traffic, a reroute as directed from EverDriven's dispatch, or a student having a behavior issue on the trip.

If an unplanned or undesired incident/ occurrence happens while servicing an EverDriven trip, drivers will:

- » Report the incident immediately to EverDriven Dispatch as soon as the trip is complete.
- » EverDriven will officially log the accident and the driver will submit a formal statement. Drivers will then be informed of next steps.
- » If behavior of the passenger or any outside condition impedes safe operation of the vehicle, the driver will park the vehicle in a safe location, notify EverDriven dispatch, and follow incident protocol.
- » EverDriven Field Operations will review the report and follow standard protocol which may include removing the driver from the trip for the next 24-48 hours. EverDriven will conduct an internal investigation and expect a written statement regarding any incident, accident, or unusual occurrence within 24 hours.

Documentation

The EverDriven Document Integrity Group (DIG) is constantly working behind the scenes to confirm driver and vehicle records are up to date and compliant with federal, state, local, and district requirements specific to student transportation.

EverDriven utilizes industry-leading best practices and up to date technology to confirm subcontracted drivers have provided the required certifications. Driver, vehicle, and service provider documents are filed, maintained, and monitored by DIG.

Our technology gives DIG automated notifications of upcoming expirations (licenses, insurance, and other certifications). They monitor all information and send the appropriate notifications of pending expirations through our driver app. Notifications occur at regular intervals until proper documentation is received. Failure to renew a required document prior to the expiration date results in a suspension of the driver's status, and they are not allowed to service district trips until proper documentation has been provided.

DIG is in place to confirm drivers, vehicles, and insurance documents are up to date and compliant.

Fleet Information

EverDriven has been successfully servicing the Henrico County Public Schools account since 2018. In the month of April 2023, over ninety (90) EverDriven drivers serviced trips for the District. Nationwide, over 12,000 trips are serviced each day by EverDriven drivers in 28 states.

Accident, injury, and related financial claims are considered confidential pieces of information.

Upon District request, EverDriven can provide a full list of vetted drivers and vehicles that service the account. There is always a bench of drivers at the ready to ensure that relief drivers are available as needed.

Tab 4

References



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References

EverDriven has serviced over 600 accounts nationwide, and has multiple active contract accounts in Virginia. The required references are listed below.

Floyd Miles, Director

Richmond Public Schools

June 2015 - Present
fmiles@rvaschools.net
804.674.4444

Shirley Posey, Director of Transportation

Prince William County Schools

November 2012 - Present
poseysm@pwcs.edu
703.791.7200

Dr. James Calvin Frye, Director of Pupil Transportation

Chesterfield County Public Schools

November 2018 - Present
James_Frye@ccpsnet.net
804.748.1656

Tab 5

Service Approach & Implementation of Services



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Customer Service Model

By embracing the fundamentals of *the caring gene*, each EverDriven employee deeply understands that care is what drives each of us to put our full efforts into our mission to provide equal opportunities, mobility, and peace of mind to the most vulnerable in our communities. We know the impact transportation experiences can have on student's day. Whether we are setting district staff up for a smooth school day or caregivers for a smooth evening, we know the role our drivers can play in a successful day.

EverDriven takes great pride in being the leaders in the alternative student transportation industry, and we see this as possible only through of our dedication to customer service. **Company values centered around safety, genuineness, transparency, and honesty allow us to achieve this.**



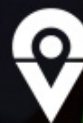
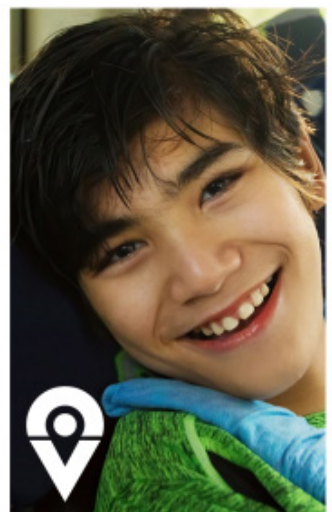
Safety First



Genuine



Transparent



Honest



Operations Support

Our customer service is based on collaboration from multiple departments: Student Monitor and Tracking, Routing and Optimization, and local Field Operations teams. Attention to detail, consistent communication, and active listening with district partners, students, and families allows us to excel in these partnerships. Below is a description of each of the teams.



Student Monitoring
and Tracking Team



Routing and
Optimization Team



Local Field Operations
Team



Client and Parent
Resources



Our Student Monitoring and Tracking team provides our partners with direct day-to-day route operations. They monitor all trips live and communicate directly with each

driver for every trip serviced. Their role is to manage and monitor daily trips to ensure safety, on-time performance, and cost-efficiency while maintaining state, local and contractual requirements.

The bilingual team also acts as the first line of parent communication. By continuously monitoring routes starting one hour prior to the first scheduled pick up, the team is proactive in reaching out to parents or guardians to provide a high level of service. They field calls in real time and answer parent concerns, like any last-minute changes in expected arrival times, driver locations, route information, and trip cancellations. They are able to do this because all trips are recorded by timestamped GPS location. This ensures the accuracy and transparency of our data, and a high level of service to families.



When adding new students, district partners simply send the student's information to our Routing and Optimization team. The student(s) will be added to an appropriate route

based on things like travel time, student behavioral needs, and siblings also utilizing EverDriven's services. The proposed final route is sent to the district for final review and approval, and then to our Field Operations Team.

Upon receipt of new or returning student data, your routing and optimization specialist will enter the data into our proprietary, state-of-the-art routing software ("Rhapsody®"). **Rhapsody was designed and created specifically to provide safe, timely, and cost-efficient student transportation, and allows us to customize routes so district and student needs are met.**

Routing and Optimizations specialists check that the travel time for students do not exceed the time requirement set by the district, and then the route and subsequent billing information is provided to the district for final review and approval.



Your school district will be assigned a local Field Operations Representative who is dedicated to servicing all your district's specific transportation needs. As your boots-on-the-ground representatives, the local team has the flexibility to conduct parent introductory meetings, observe student safety at pick-up and drop off locations, and sit down with school staff and district officials whenever needed. Our Field Operations team is readily available support students and districts with creative solutions when encountering difficulty during transportation. Each district will be given the cell phone number and email of the local representative who will be readily available during and outside regular business hours.

The Field Operations Team will be one of the first to know if there was an incident that occurred during transportation. They work with the Student Monitor and Tracking Team to collect the details of the incident and communicate those details with all pertinent parties. Depending on the type of incident, the local Field Operations Team may also conduct a route observation to confirm student safety in addition to meeting with parents or school staff to confirm that the situation is resolved.

The Routing and Optimization, Field Operations, and Student Monitor and Tracking teams work closely together and as an extension of the district's transportation department with the shared goal of minimizing the communication burdens for the district.

Additional Parent/Guardian Resources

Parent/Guardian Meeting

Prior to transporting any student, their parent/guardian will have the opportunity to meet with an EverDriven representative to discuss all aspects of the student's transportation needs. These introductory calls and meetings allow us to gather pertinent information, which ensures each route is tailored to fit each individual student's needs. They also allow our team to provide peace of mind to parents, by directly listening, communicating, and following up with them on a consistent basis.



Custom Email Address

Each district partner will have a custom email address (i.e. SchoolDistrictName@everdriven.com). All emails sent to that address are received by your local Account Coordinator, Account Manager, and Routing and Optimization Specialist. This allows for each transportation request to be routed and started in a timely manner.



Custom Toll Free Number

In addition to a customized email, each district is given a district specific toll-free phone number that will connect you with a member of your EverDriven team.



To ensure constant and consistent improvement, EverDriven keeps complete and accurate records of all written and oral complaints received regarding our services. Every complaint (tracked either via phone call, email, or directly to a representative) creates a case, which is tracked by our electronic system. Every case is addressed within 24 hours, and we have a goal to have a successful resolution to every case within 48 hours, with a written report.



Feedback sources include, but are not limited to:

- District's employees or agents
- Parents/guardians of transported students
- State or Federal agencies
- Other school districts

EverDriven also provides you a written report, as requested, listing said complaints, if any, and actions taken to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by your district.

Management Technology

District Portal

The EverDriven District Portal is your online home for tools and reports from EverDriven. Our District Portal is built using the latest web technologies for quick, easy, and secure access. It works great on everything from large monitors to smart phones. Descriptions of District Portal features can be found below.

District Trip Tracker (DTT)

The District Trip Tracker allows your student transportation management team to see everything in one place, including current trips, completed trips, and upcoming scheduled trips. Team members can choose a school view, a map view, or a student view.

One Portal, All Students. With District Trip Tracker (DTT), your student transportation management team can now see everything in one place, including current trips, completed trips, and upcoming scheduled trips.

Real-Time Trip Tracking. Because drivers use our proprietary EverDriven Driver app, we receive real-time GPS tracking of student trips. In most cases, we get location information for each driver every 50 seconds. EverDriven's DTT gives you the same visibility into the location of every vehicle as our own Dispatch center.

Student Information at Your Fingertips. For each student in your transportation program, you can view pertinent information at any time you need: daily transportation details; past trips, including completed trips and no-shows; future scheduled trips; and, cancel future trips (up to 2 hours before pickup)

Innovative Multiple Views. Choose your preferred view based on the information you need. Sample views can be found in the graphic below.

1

SCHOOL VIEW

2

MAP VIEW

3

STUDENT VIEW

- 1. School View:** comprehensive information about current, future, and completed trips for each school in your district. You can see all vehicles headed to or from school with corresponding ETAs, students on board, and the driver behind the wheel.
- 2. Map View:** see the location of every vehicle on a map in real time with fresh ETAs.
- 3. Student View:** insights on a single student's scheduled, current, completed, and canceled trips.

District Portal Features

Transportation Request Form (TRF)

EverDriven's TRF was built to save you time and effort. The TRF allows districts to:

- Customize the view to get information needed
- Add new students to EverDriven's service list
- Check on and update student information

User Management

The District Portal can be customized to provide District team members with the access that best suits their needs.

- Staff at individual schools can be granted access to see only the trips for their students
- District employees can see all activity in the district, or activity on a focused group as needed

Student Onboarding Report

This report shows the status of all open TRFs, allowing districts to see where a student is in onboarding.

- Routing: a route is being created or modified
- Driver assignment: student has been assigned a route; driver is being confirmed
- Parent confirmation: information is being confirmed with parents before the first day of transport
- Students on hold: more information needed from the district, no drivers are available, or we were unable to make contact with a parent/guardian

District Portal Security & Options

- No software to install - everything is online and compatible with your favorite browser.
- Mobile responsive - you can access it on your computer, tablet, or smartphone.
- All student related data is encrypted and only users with granted permissions have access to view it

Reporting

Because EverDriven's proprietary software and reporting capabilities have been created specifically for student transportation, we offer additional customized reports to meet auditing and reporting needs.

In addition to our district-specific reports, EverDriven provides districts with the following standard reports:

Twice-A-Day No-Show Reports

Our district partners receive two no-show reports via email every day. These reports are emailed at 9 AM and 3:30 PM and alerts district contacts of no-show students, and the number of consecutive days/trips a student has been marked as a no-show.

The district has the option to automatically cancel the afternoon trip if a student is a no-show in the morning, or to notify EverDriven daily regarding the return trip status. Receiving the morning no-show report by 9 AM allows the time necessary for the district to notify EverDriven if an afternoon trip is still needed, should that be their preference.

The timeliness of these reports helps us avoid multiple unnecessary trips, allowing us to keep costs down for our district partners.

Monthly Confidential Reports

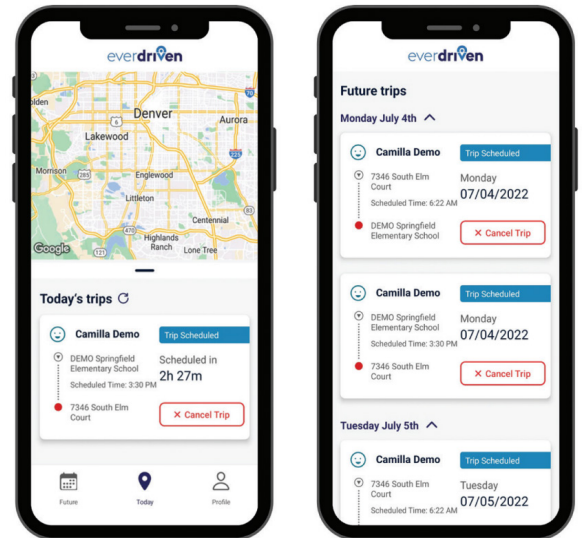
A confidential report is included with each billing statement and includes the following:

- Student information
- Dates of service
- Daily trip details
- Number of trips – total, per day, per student
- Ridership by passenger and passenger summaries
- Number of riders on each route
- Billing information
- Pricing changes due to removal/addition of routes/students
- Pro-rated mileage per student
- Mileage for each trip and total miles driven
- Monthly no-show and late cancel reports

EverDriven's VIP App

EverDriven offers the VIP (Very Important Passenger) App to the families and guardians of the students we help transport. All our selected subcontractors' drivers carry a smartphone equipped with GPS tracking. This allows us to monitor and track the students and provide accurate customer service, minimizing anxiety and downtime. With the VIP app, parents/guardians can track and manage their student's transportation. The VIP app offers useful functionality and peace of mind. The VIP app allows for parents/guardians to:

- Track the location of their student in real-time during transportation to and from school.
- View updated ETAs of when their student will arrive based on actual driver location and real-time traffic data.
- Get a notification when their student gets picked up and dropped off at both home and school.
- Get a notification if there is a substitute driver.
- View upcoming scheduled trips.
- Have click-to-call EverDriven functionality to update or cancel an upcoming trip for their student.



Transportation Management Centers

Our transportation management centers operate remotely and provide support to school district partners.

Student Monitoring and Tracking team members are equipped with proprietary, state-of-the-art call center technology. All EverDriven technology is built and continuously developed in-house by a team of dedicated software developers with almost twenty (20) years of experience helping school districts safely transport students.

Our operational facilities are set up to respond to changes quickly in both trip and call volume. Our operations centers work in tandem to ensure 100% coverage, especially during the peak hours (drop-off and pick-up times).



Routing, Service, and Scheduling

To promote efficiency and reduce ride time, EverDriven proprietary routing and optimization software uses real-time route optimization algorithms to maximize productivity and vehicle utilization. Once the routes have been analyzed, reviewed, and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

Prior to the beginning of each school year, we build our routes and schedules based on data received from our district partners. We retain data for returning students, such as contact information, address, and previous schedule, to allow for a quicker start up process. New student data is entered into our system and the district may send updates at any time during the school year. These processes enable us to scale quickly when the needs of the students change and evolve throughout the year, and especially at the beginning of each new semester.

Driver Complaints

To ensure constant and consistent improvement, EverDriven keeps complete and accurate records of all complaints received regarding our service. Every complaint is tracked by our electronic system and addressed within 24 hours. Our goal is to have a successful resolution to every case within 48 hours and delivered with a written report. Feedback sources include but are not limited to:

- District's employees or agents
- Parents/guardians of transported students
- State or federal agencies
- Other school districts
- At the request of the district, a driver can be permanently removed from providing services.

Service Animals, Personal Care Attendants, & Monitors

Per ADA requirements, passengers are allowed to travel with a guide dog or other acceptable service animal, trained to help with their functional limitations. Personal care attendants or monitors are also permitted to ride with students when necessary. **Depending on the needs of the district, EverDriven can locate, train, and coordinate monitors the same way we do our drivers.**

Additional information on recruiting, vetting and training process for monitors is available upon request.

Additional Service Information

On the Road Emergencies and Relief Vehicles

EverDriven makes every effort to ensure consistency with drivers. If a situation arises where the regularly scheduled driver is not available for a route, the following steps are taken.

- The Student Monitoring and Tracking (SMT) team is made aware of the need for a substitute or relief driver and identifies the unique needs of the route (wheelchair, car, seat, booster, safety, vest, buckle guard).
- The SMT team works with the service provider and Field Operations team to identify a replacement driver qualified to service the route.
- Once a substitute driver is secured, the SMT team sends a substitute notification email (containing route name, student name, new driver name and vehicle make/model).

Dispatch Operations

Our dispatch team is a customer service team focused on providing day to day support to parents/guardians, schools and drivers to ensure students arrive to school and home safely and on time. They field questions regarding driver estimated time of arrival, cancellations, incidents, driver changes and escalations. The dispatch team will make phone call and email notifications to keep parents and school districts informed if there is a change to a students trip for that day.

Vehicle Maintenance

Service providers that supply drivers with company vehicles must submit all vehicles for inspection. Drivers who own and operate personal vehicles must also submit these vehicles for inspection. EverDriven is the only alternative transportation company that requires all vehicles to pass at 50+ point inspection conducted by our own team in addition to an annual third party inspection. Vehicles servicing this account will additionally need to comply with and pass the annual State of Virginia inspection. All vehicles in service of EverDriven routes must be in good working order.

Recruiting Drivers and Monitors

From the moment a potential new client is identified, the EverDriven team begins to evaluate the area. Our Field Operations team begins to engage with local service providers, and our internal operations teams begin to assess state, local, and district requirements. Over the years, we've developed a network of trusted, subcontracted transportation service providers that serve districts in your region. We only contract with service providers whose drivers are courteous, caring, and professional.

We utilize a rigorous vetting process to select drivers and monitors. EverDriven's SafeRide Certification process helps select individuals who will uphold industry-leading customer service requirements. Drivers are required to pass up to an 18-step certification, whereas monitors are required to pass up to 13 steps. This vetting process makes drivers and monitors who serve EverDriven trips ideally suited to care for a range of student needs. Following service provider approval, each prospective driver and monitor are required to complete the certification process before becoming eligible to service EverDriven routes. Examples of SafeRide Certification steps can be found in the EverDriven Safety Commitment section of this proposal.

Driver Training

Please refer to the EverDriven Safety Commitment section of this proposal.

Disciplinary Actions

EverDriven does all it can to ensure that drivers are courteous, professional, and provide the utmost level of safety for themselves and the students. In the event that a driver has a complaint filed, we will work with Districts, parents, and service providers to resolve the issue. Every complaint is tracked by our electronic system and addressed within 24 hours. Our goal is to have a successful resolution to every case within 48 hours and delivered with a written report. Feedback sources include but are not limited to:

- District's employees or agents
- Parents/guardians of transported students
- State or federal agencies
- Other school districts

At the request of the district, a driver can be permanently removed from providing service. Please see the following chart for EverDriven's Escalated Incident Removal.

Escalated Incident Removal

Inappropriate Behavior	Serious Safety Concerns	Protocol Was Not Followed	Threatening Behavior
Unwanted physical contact towards any passengers	Reckless driving	Fraudulent behavior with the EverDriven Driver App	Making Threats towards the passengers, parents/guardians, or school staff
Vehicle smells of drugs or alcohol	Not using window / door child safety locks resulting in student getting out of the vehicle	Communicating with the passenger or parent/guardian and not going through dispatch	Threatening they will leave if the student does not hurry
Making inappropriate gestures or exhibiting explicitly rude behavior towards any passengers	Pulled over by Police	Delayed service due to lack of app usage	
Not appropriately dressed for EverDriven service	Falling asleep while transporting	Unauthorized stops or unauthorized passengers	
Providing passengers unauthorized gifts, medicine, food, or beverage	Arriving and dropping off too early with no supervision	Not using a hands-free device	
Unauthorized Stops	Distracted Driving and/or not using hands-free device	Fraudulently transporting a passenger without required monitor	
Making complaints about EverDriven policies to parents/guardians, passengers, or school staff	Giving out any information regarding the student		
Speaking inappropriately to passengers, parents/guardians, or school staff	Improper securement of passengers while vehicle is in motion		
Inappropriately texting /calling the passengers, parents/guardians, or school staff			

Driver Medical & Physical Requirements

Drivers servicing EverDriven routes comply with any federal, state, or District requirements for medical and physical requirements.

Drug & Alcohol Policy

EverDriven believes in a proactive drug screening approach rather than a zero-tolerance policy. Our drivers and monitors are tested as a prerequisite for servicing an EverDriven trip. They also agree to be entered into a consortium, which mandates testing in the event of an accident, upon reasonable suspicion, and at random, up to four times a year. A zero-tolerance policy is considered reactive (after an accident occurs), and usually does not require testing prior to driving a route.

Proactive Drug Screening

- Proactive (before an accident happens)
- Mandatory testing before person can begin working
 - Pre-employment
 - Accident
 - Random
 - Reasonable suspicion



Zero-Tolerance

- Reactive (after an accident happens)
- No testing required to begin working
 - Policies typically suggest the most severe punishment possible for every person who violates a rule or policy

Driver & Vehicle Information

Drivers who service EverDriven routes are not employees of EverDriven. Drivers are either employees or contractors of our local service providers. They are fully vetted per company standards and comply with federal, state, and District requirements.

EverDriven can provide a full list of vehicles that service trips upon District request. EverDriven does not own or lease any vehicles directly or indirectly. We currently have over 90 vehicles available to service this account. None will be over ten (10) years old, and all comply both the EverDriven inspection, third party, and annual State of Virginia required inspections.

Handicap vehicles are available as the service market allows, and up to two wheelchairs may fit in one vehicle as routes and student needs apply.



EverDriven's Start-Up Process

EverDriven conducts five to seven new student transportation start-ups per month. One of EverDriven's greatest strengths is our team's extensive experience with alternative transportation. We leverage our unique knowledge and resources to ensure successful transportation transition and implementation.

From the moment a potential new client is identified, the EverDriven team begins to evaluate the area. Our Field Operations team begins to engage with local service providers, and our internal operations teams begin to assess state, local, and district requirements.

Upon award, the EverDriven Field Operations team immediately begins to prepare for launch. The following steps are likely to be included in the launch. Please note that many of these steps are happening at the same time. This ensures a worry-free transition and a timely start-up.

01	Secure service provider(s) that meet district and EverDriven standards.	Vet and confirm driver training.	02
03	Confirm driver background checks and all drug screening requirements are met.	Confirm compliance for all drivers and vehicles.	04
05	Obtain student data from district.	Analyze student data and create routes.	06
07	Get District approval of routes and cost.	Order, maintain, and distribute needed safety equipment.	08
09	Reach out to parents to introduce ourselves and answer questions.	Review accident/incident reporting procedures with district.	08

Tab 6

Price Proposal



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Proposed Unit Pricing				
Item	Description		Unit	Unit Price
1	Base Trip Charge		Each	\$ 70.00
<i>Enter Number of Miles included in the Base Trip Charge</i>			<u>12</u> miles	
2	Additional Mileage Charge (over initial miles in Base Trip Charge)		Mile	\$ 2.58
3	Child's Car Seat / Booster Seat		Each	\$ 5.30
4	Safety Vest (sizes XS - XL)		Each	\$ 5.30
5	Wheelchair Restraints		Each	\$ 35.00

Hypothetical Scenario #1					
<i>Travel to BREC Academy (Wagner Road) with three (3) student pickups - Total of 42.2 Miles after 1st pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge</i> <u>30.2</u> miles					
2	Additional Mileage Charge	30.2	miles	\$ 2.58	\$ 77.92
3	Child's Car Seat / Booster Seat	2	Each	\$ 5.30	\$ 10.60
Hypothetical Scenario #1 - Total Price (equals the sum of Items 1 - 3)					\$ 158.52

Hypothetical Scenario #2					
<i>Travel to KEYS Academy (Caroline) with five (5) student pickups - Total of 59 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge</i> <u>59</u> miles					
2	Additional Mileage Charge	59	miles	\$ 2.58	\$ 152.22
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #2 - Total Price (equals the sum of Items 1 - 3)					\$ 227.52

Hypothetical Scenario #3					
<i>Travel to Grafton Integrated with one (1) student pickup - Total of 21.5 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge</i> <u>9.5</u> miles					
2	Additional Mileage Charge	9.5	miles	\$ 2.58	\$ 24.51
Hypothetical Scenario #3 - Total Price (equals the sum of Items 1 - 3)					\$ 94.51

Hypothetical Scenario #4					
<i>Travel to Tidewater Academy (Wakefield, VA) with one (1) student pickup - Total of 58.1 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge</i> <u>58.1</u> miles					
2	Additional Mileage Charge	58.1	miles	\$ 2.58	\$ 149.90
Hypothetical Scenario #4 - Total Price (equals the sum of Items 1 - 2)					\$ 219.90

Hypothetical Scenario #5					
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<i>Travel to The Lead Center with three (3) student pickups - Total of 23.3 Miles after 1st pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge <u>11.3</u> miles</i>					
2	Additional Mileage Charge	11.3	miles	\$ 2.58	\$ 29.15
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #5 - Total Price (equals the sum of Items 1 - 3)					\$ 104.45

Hypothetical Scenario #6					
<i>Travel to The Lead Center with one (1) student pickup - Total of 31.7 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge <u>19.7</u> miles</i>					
2	Additional Mileage Charge	19.7	miles	\$ 2.58	\$ 50.83
3	Safety Vest (sizes XS - XL)	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #6 - Total Price (equals the sum of Items 1 - 3)					\$ 126.13

Hypothetical Scenario #7					
<i>Travel to Faison Center with one (1) student pickup - Total of 10.9 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge <u>0</u> miles</i>					
2	Additional Mileage Charge	0	miles	\$ 2.58	\$ -
Hypothetical Scenario #7 - Total Price (equals the sum of Items 1 - 3)					\$ 70.00

Hypothetical Scenario #8					
<i>Travel to Faison Center with one (1) student pickup - Total of 42.4 Miles after pickup</i>					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 70.00	\$ 70.00
<i>Additional Miles over initial miles in Base Trip Charge <u>30.4</u> miles</i>					
2	Additional Mileage Charge	30.4	miles	\$ 2.58	\$ 78.43
Hypothetical Scenario #8 - Total Price (equals the sum of Items 1 - 2)					\$ 148.43

Total Hypothetical Scenario Price (equals the sum of Hypothetical Scenarios 1 - 8)				\$	1,149.46
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Pricing Overview

EverDriven's pricing model is built with districts in mind. We bill per trip rather than per student, and have the flexibility to add students to existing routes if the vehicle capacity and student needs allows. The only additional fees you will incur are related to additional mileage and special equipment needs (wheelchair, car/booster seat, monitors, etc.)



SUV



Wheelchair
Accessible Van



Van



Sedan

EverDriven uses a fleet of SUVs, wheelchair accessible vans, minivans, and sedans to transport students. Vehicle capacity is determined by student requirements and vehicle availability.

Trip Items	Fees
Trip Fee (includes the first 12 miles)	\$70.00
Mileage (additional miles)	\$2.58/mile
Additional Fees (as needed/requested)	
Wheelchair (per student)	\$35.00
Car Seat/Safety Vest (per student)	\$5.30
Wait Time (per hour, billed in 15 (fifteen) minute increments)	\$63.65
Monitor (per hour, two (2) hour minimum)	\$26.52
Ferry/Bridge Toll Fee	Market Fare
No-Show or Late Cancel (less than two (2) hour notice)**	Full price of trip

*Following the 23-24 school year, there will be an annual increase of 3%.

**No shows and late cancel fees are charged per trip, not per student. If one (1) student cancels late on a route that has three (3) students on it, the route will run as normal and no additional fee will be incurred.

Additional fees are only charged for services that have been requested. These include, but are not limited to:

- » Wheelchair Fee: a per-student, per-trip fee for students requiring a wheelchair vehicle
- » Wait Time: this is only incurred when authorized by the district to wait for a student. Billed on an hourly rate, but in 15-minute increments.
- » Monitor Fee: only incurred when the district requests that EverDriven provides a student monitor for the trip. When a school district provides the monitor, they are not charged a monitor fee. The mileage incurred when a monitor (whether EverDriven's or the District's) is onboard the vehicle without a student (transporting the aid from their pickup location) is considered part of the overall route mileage and will be billed accordingly.

EverDriven is a full-service alternative student transportation company. In addition to partnering with your district to help manage your transportation programs, our pricing includes:

- » EverDriven parent-introduction before the route starts (upon request)
- » Same driver every day (in the event of a substitute driver, the district and guardian will be notified)
- » 24-hour customer service
- » District specific custom contact information
- » Trip tracking technology
- » GPS data
- » Trip event breadcrumbs
- » Student load, unload, no-show timestamps
- » Dedicated routing specialist
- » Dedicated field operations specialist (boots on the ground) to supervise transportation
- » Thorough and standardized incident and accident protocol
- » No-show reporting (twice daily)
- » Cost analysis with each invoice
- » Extensive driver vetting and training

Mileage Charges



Mileage charges are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. EverDriven shall be responsible for plotting the routes collectively, and individually using our proprietary software.

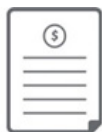
Under no circumstances will the district be required to pay for mileage to a pickup or destination other than those authorized by the district. Mileage begins with the first passenger pickup and ends with the last drop-off. The district is not responsible for deadhead mileage.

Fuel Surcharge



When the average gasoline price exceeds \$4.00 per gallon, the mileage rate will be increased by calculating 50% of the price of gasoline that exceeds \$4.00 and adding it to each mile of the trip. Thus, if the price of gasoline, according to the gasoline price index, is \$4.20, the increase would be 50% of 20 cents, or 10 cents per mile. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm

Invoicing & Confidential Reports



The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a no show, the trip will be billed at the normal rate. EverDriven requires 24-hour notice to remove a student from a route.

Adjustment of Rates

The rates established in this Agreement shall be subject to adjustment once each year. Rate change notification shall be provided in writing to the District.

When Routes Changes or Students are Added/Removed

When it becomes necessary to change a route for any reason, including adding or removing students, EverDriven shall plot the revised or new route as described above in the most efficient manner based on the information known to us at that time.

Routes will be optimized from time to time as deemed necessary by EverDriven or as requested by the district. If the district adds a student to be transported, that student may be individually transported until routes are optimized.

No-Shows & Late Cancels

A no show occurs when no previous notice is provided to EverDriven by the district or guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hours' notice is provided to EverDriven by the district/guardian that a student will not need transportation. Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

No-Show Reports

Each morning a no-show report is sent via email to the District. This email is sent by 9 AM and alerts the district of the following circumstances:

- » Which students were no-shows that morning
- » How many consecutive days/trips they have been a no-show

Receiving the morning no show report by 9 AM allows time for the district to notify EverDriven if an afternoon trip is still needed. The district is responsible for alerting EverDriven of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Possible District Protocols for No-Shows

If the driver attempts to pickup a student on a scheduled trip in the AM but the student is not there the following scenarios could apply):

- » **Single Rider Trips:** If an AM single rider no-show occurs, the district will be billed for the AM trip and the afternoon trip will remain scheduled unless EverDriven is notified by the parent or the district to cancel. The district may set up a protocol to automatically cancel afternoon trips in the event of an AM single rider no-show. If the afternoon trip is canceled 2+ hours before the pick up time, the district will not be billed for the afternoon trip.
- » **Multiple Rider Trips:** The afternoon trip will remain as scheduled.

Student Removal/Cancellation

Permanent Removal of Student from Route

Permanent removal of a student from a route requires district approval. The District will send an email stating that a student needs to be removed from a route until further notice.

Impact: Once the student is removed from the route, the student's spot may be filled to consolidate routes. The route will be removed entirely in the event of a single rider, and the driver becomes available to service other routes.

Billing will be affected only if:

- » Trip is above the minimum and there is a reduction in mileage
- » The student was the only one on the route

Cancellations/Temporary Removal

Cancellation of a student from a route requires district notification/approval. Example: student is sick one day or will be going on vacation for a few days.

Impact: Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing will be affected only if:

- » If the student is a single rider and is canceled or temporarily removed, no charges will be assessed. When canceling or temporarily removing the pick-up/drop-off for a student on a multiple rider trip, the district will be charged normal trip rate.

Multi-District Billing

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven, the shared trip will be prorated and billed according to the following explanation.

Proration of Trip Fees – Three Step Process

1 Stand Alone District Trips. Each districts' students are routed as stand-alone trips, district specific pricing is applied.

- » District A has two students who routed together cost the district \$65 (Trip 1)
- » District B has a single student whose trip would cost the district \$80 (Trip 2)

2 Multi-District Trips. All of the students from the participating districts as identified above are combined into the most cost-effective trips, yielding a new multi-district trip and subsequent trip costs.

- » When all three students are routed together, the total trip cost is \$95

3 Proration of Costs for Multi-District Trips. The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

Total Cost of Multi-District Trip = \$95

District A's Percent Responsibility = $\text{Trip 1} / (\text{Trip 1} + \text{Trip 2})$

$\$65 / (\$65 + \$80) = 44.83\%$

$\$65 / \$145 = 44.83\%$

District A Cost = \$42.59 ($44.83\% \times \95)

District A Savings = \$22.41

District B's Percent Responsibility = $\text{Trip 2} / (\text{Trip 1} + \text{Trip 2})$

$\$80 / (\$65 + \$80) = 55.17\%$

$\$80 / \$145 = 55.17\%$

District B Cost = \$52.41 ($55.17\% \times \95)

District B Savings = \$27.59

No-Shows and Cancellations for Multi-District Trips

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies EverDriven with advanced notice of cancellation.

Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

Route Changes, Student Additions/Removals

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the district. If the district adds a student, that student may be individually transported until routes are optimized.

How the EverDriven Model Helps Save You Money

EverDriven's model can provide an average of 20-30% in cost savings on specialized trips when compared to utilizing traditional bus methods for students with unique transportation needs.



We do this by using a combination of sedans, SUVs, minivans, and wheelchair accessible vans. Supplementing bus services with small-capacity vehicles means that districts no longer pay for unused capacity, and they have the flexibility to expand and contract their fleet to accommodate the ever-changing needs of these student populations.

Per-Trip Pricing

EverDriven's model of pay-per-trip pricing means that students can be added to an existing route and still pay the same base trip fee. As long as the vehicle has capacity and matches the student's needs, districts will only pay for the additional mileage on the route (if above the 12 mile per trip allowance).

Matching the Right Vehicle to the Right Students

EverDriven's solution is customized to meet the specific needs of the district's students and can modify as needs change. Factors like seating arrangements, wheelchair accessibility, additional equipment needs, monitors, or service animals are all considered while matching students and vehicles.

Shared Billing Between Districts

EverDriven regularly provides split and shared bills for districts. When a district transports students from within their boundaries to a school or program in a neighboring district, EverDriven automatically splits the bill as agreed upon with the partnering districts. Bills are clearly marked and pro-rated as needed. This brings an ease to the district's accounting department through clear and detailed billing.

Value Through Customization

Although value doesn't always translate into hard numbers, EverDriven's model gives districts an unparalleled level of value in the services provided. The flexibility we offer through customization of vehicle fleets, route changes, and student transportation needs gives districts the ability to update student services as needed. EverDriven can handle hard-to-serve and specialized routes so that districts don't need to.

Tab 7

Exceptions



everdriven

Alternatives & Requests

Invoicing

Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within sixty (60) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.



Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, fuel, wages, labor shortage, inflation/economic recession (CPI).

Late Penalty Assessment

Any payment not received by Contractor within thirty (30) days of Albemarle County School District receiving an invoice shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is received by Contractor.

Financials

EverDriven is a private equity backed and privately held, therefore we do not disclose our financials in a publicly accessible manner. Should the district have any concerns we can set up a call with our finance team.

Employees

Any reference to CONTRACTOR employees, volunteers, or owners as "drivers," "operators" or any such attribution shall be understood as a reference to subcontracted vehicle operators associated with Service Providers contracted by CONTRACTOR.

Page and/or section reference

Scope of Services

The Successful Offeror(s) shall provide all vehicles, labor, materials, equipment, supervision, ~~training~~, etc. to provide transportation services to Exceptional Education

students and students who qualify under the McKinney-Vento Homeless Education Assistance Act.

A. General Requirements.

The Successful Offeror(s) shall:

1. Coordinate with the Director of Pupil Transportation, or their designee, to schedule services for students that will need transportation, which will include routine day-to-day changes **as accepted by Contractor**;
2. Pay all ~~tolls~~, licenses, fees, taxes, violation fines, fuel, **with the exception of fuel surcharges**, and other operating costs incurred as part of the service;
3. Provide each vehicle/driver with suitable directions, including ~~maps to~~ the pick-up and drop-off locations as agreed upon for each trip;
4. Maximize passenger load in individual vehicles while limiting travel time to ninety (90) minutes or less;
5. Have in place a formal drug and alcohol policy;
6. ~~Test~~ **Ensure** all drivers and other staff in contact with students **are tested** for tuberculosis and provide a statement to HCPS stating that all drivers and staff in contact with students have tested negative for tuberculosis;
7. Provide proper securement in vehicles of all students with wheelchairs and other medical equipment;
8. Allow only driver(s), student(s) and other HCPS approved assistants to ride in vehicles transporting HCPS students; and
9. No charge for trips that are cancelled due to unscheduled school closings such as inclement weather or other unforeseen circumstances. **District must notify Contractor of such unscheduled school closings.**
10. Coordinate with CHPS staff to setup route schedules for students. Schedules will be set up at least 24 hours in advance by phone and or email.

B. Fleet/Vehicle Requirements.

1. The Successful Offeror(s) vehicles used for student transportation services shall:
 - a. Meet all Federal Motor Vehicle Safety Standards;
 - b. Be no more than ~~fifteen (15)~~ ~~eight (8)~~ **ten (10)** years old;
 - c. Be non-smoking (smoke-free environment);
 - d. Be maintained in good working condition with an overall clean interior and exterior appearance;
 - e. Have properly functioning seats with all appropriate safety equipment, to include passenger restraints as required by law (if students are transported in a vehicle other than a school bus, seat belts are required);
 - f. Have properly functioning air conditioning and heat;
 - g. Have operable interior lighting;
 - h. Be equipped with two-way radios, cellular telephones or similar equipment to enable communication with administrative and maintenance facilities;
 - i. Have a current inspection to certify the mechanical fitness and compliance in the Commonwealth of Virginia;

- j. Be wheelchair accessible and have other equipment that meets ADA requirements to accommodate any special needs passengers available upon request;
- k. Have car seats, booster seats, appropriate restraints for wheelchairs of multiple manufacturers, and other equipment required pursuant to the student's Individual Education Plan (IEP);
- l. Have all accommodations necessary for disabled students / staff;
- m. Be equipped with reflective triangles, first aid kit, body fluid clean-up kit and fire extinguisher; and
- n. Have video recording equipment for internal vehicle recording, and equipment of external vehicle recording (e.g. a dashcam), as requested by HCPS.

Section V. General Contractor Terms and Conditions

A. Annual Appropriations

The contract resulting from this procurement ("Contract" shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated ~~when existing funds are exhausted~~ upon written notice to Contractor specifying the final date of service. The Successful Offeror ("Successful Offeror or Contractor") shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

D. Compensation

The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within ~~forty five (45)~~ thirty (30) days after ~~receipt of~~ Offeror submits a proper invoice. Any payment not received by Offeror within sixty (60) days of Offeror submitting invoice to Districts shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Offeror.

F. Termination by County

1. ~~The County~~ Either party may terminate the Contract for cause or for convenience.
2. Termination for Cause
 - a. If the Successful Offeror fails to perform the Contract, in whole or in part, the County shall give the Successful Offeror written notice of the default and the opportunity to cure it by a stated deadline.
 - b. If the Successful Offeror fails to cure its default by the deadline, then the County may terminate the contract, in whole or in part, by providing written notice of termination to the Successful Offeror. The notice of termination

shall state the effective date of termination. A partial termination shall set forth the nature and scope of the termination.

- c. Unless the notice of termination states otherwise, the Successful Offeror shall stop performing the Contract when it receives the notice of termination.
 - d. ~~An equitable adjustment in the Contract price shall be made for Full payment shall be made for any~~ unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination ~~minus the County's cost to complete the Successful Offeror's work~~. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination, ~~unless the notice of termination states a different date~~. If the County's cost to complete the Successful Offeror's work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County's cost to complete the work, ~~not to exceed ten percent (10%) of the cost had Successful Offeror provided the same services. Successful Offeror's requirement to pay for the alternative contractor shall not continue beyond the then current contract term~~.
3. Termination for Convenience
- a. The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County's best interest. ~~The Successful Offeror may terminate the Contract for convenience upon thirty (30) days' written notice to the County~~.
 - b. The County must give the Successful Offeror written notice of a termination for convenience. The notice must specify the extent to which the Contract is terminated and the effective termination date. The effective termination date shall be at least seven calendar days after the date the County issues the notice of termination for convenience.
 - c. ~~An equitable adjustment in the Contract price~~ Full payment shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination ~~or the date specified in the notice of termination, if different~~. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination ~~or the date specified in the notice of termination, if different~~, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.

N. Indemnification

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County's officers, agents, and employees ("Indemnified Parties") from any damages, liabilities, and costs, including attorneys' fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the negligent provision of any services, the failure to provide any services, ~~or the use of any services or materials furnished (or made available) by the Successful Offeror,~~ provided that such liability is not attributable to the sole negligence of the County.

R. Ownership of Deliverable and Related Products

1. The County shall have all rights, title, and interest in or to all specified or unspecified ~~interim and final products,~~ work plans, project reports and/or presentations, County data, documentation, ~~computer programs and/or applications,~~ and documentation developed or generated ~~during the completion of~~ for this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

DD. Contract Period

1. The contract period shall be from July 1, 2023 through June 30, 2024. Contract prices shall remain firm for the contract period.
2. The contract may be renewed for four (4) additional one-year periods ~~upon the sole discretion of the County~~ upon mutual written agreement of the parties at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.



THANK YOU

Proposal Contact:

Nichole Lee | Customer Success Manager | nlee@everdriven.com



DEPARTMENT OF FINANCE
Oscar Knott, CPP, CPPO, VCO
Purchasing Director

Addendum No. 1

Date: April 27, 2023
Request for Proposal: #23-2493-2EMF Supplemental Student Transportation Services for Henrico County Public Schools
Receipt Date/Time: May 9, 2023; 2:00 p.m.
Subject: Date for Oral Interviews

Ladies/Gentlemen,
Please make the following corrections, deletions and/or additions to the above referenced IFB:

Added Federal Contract Provisions See Attached – Offerors to provide signed copy with proposal.

Sec.VII.B.3 – shall read:

3. Tab 2 – Offeror’s Qualifications, Experience, Resumes and Financial Capacity
In this tab, Offerors should demonstrate the Offeror’s, and their staff’s, qualifications, and experience in providing the services as requested in this Request for Proposal. Submit current resumes of **all staff** that will be providing the services to the County. Offerors should provide, at a minimum, documentation demonstrating that they are regularly engaged in providing the services solicited in this RFP in Virginia for no less than five (5) years. If subconsultants are to be utilized, provide similar documentation to what has been requested of the Offeror in this section. Offerors shall also include the databases against which the background checks will be or have been conducted to comply with Section II Item C(4) of this RFP and certify that it complies with the Fair Credit Reporting Act and all other applicable laws. Additionally, Offerors should provide documentation demonstrating their financial capacity and the ability of the Offeror to successfully continue to provide services throughout the contract term(s).

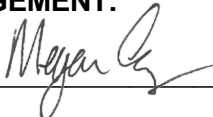
All other specifications and General Terms and Conditions shall remain the same.

Bidders must take due notice and be governed accordingly. Failure to acknowledge this addendum may result in your bid being declared non-responsive.

Questions and Answers on following pages.

Sincerely,
Eileen M. Falcone
Assistant Division Director
Fal51@henrico.us

ACKNOWLEDGEMENT:

Signature: 
Print Name: Megan Carey, Chief Development Officer
Company: EverDriven Technologies, LLC
Date: 5/9/2023

RFP 23-2493-2EMF
Questions and Answers
April 28, 2023

1. Is there an anticipated number of vendors to be awarded through this RFP?

Answer: No

2. Will Henrico County adjust vehicle and/or personnel requirements in cases where items referenced in the RFP are explicitly not applicable to non-commercial vehicles and personnel if vendors meet and exceed all pertinent criteria and equivalent applicable standards? For example, sedan-based supplemental transportation of individuals or small groups generally does not require fire extinguishers or internal video recording hardware.

Answer: No

3. Please provide historical and/or estimated information on the following: - Number of students and miles traveled vary from month to month – These numbers come from our largest month for the 22-23 school year. (**McKinney-Vento “MV”; Exceptional Education “SPED”**)
- a. Monthly ridership – **For MV 125 unique riders, 6 for SPED.**
 - b. Average number of riders per one-way trip – **For MV 2, 3 for SPED (6 total)**
 - c. Number of one-way trips per month – **For MV 2,143, 104 for SPED**
 - d. Average mileage per one-way trip – **For MV 20, 147 for SPED**
 - e. Total trip mileage per month – **For MV 44,331, 6, 953 for SPED**
 - f. Average, minimum and/or maximum number of clients in each vehicle – **For MV we have single riders, but no more than 3 riders per trip currently because EverDriven uses private cars.**
4. How often will contractors be required to share safety and performance data with the County? What type of data will be required?

Answer: At the initial start of the contract and upon request if needed due to unforeseen events/issues.

5. In order to assist proposers in offering competitive pricing, please provide the following information:
- a. Current and/or previous contractor(s) – **EverDriven is currently our only provider**
 - b. Current contractor rates – Fee Structure:
 - Trip Fee (**includes first 12 miles**) **\$61.80**
 - Per Mile Fee (**after the first 12 miles**) **\$2.32**
 - Additional Fees (as needed/requested):
 - Wheelchair Fee (**per student**) **\$25.75**
 - Car Seat/Safety Vest Fee (**per student**) **\$5.15**
 - Wait Time Fee (per hour, billed in 15 min. increments) **\$61.80**
 - Monitor Fee (per hour, 2-hour minimum) **\$25.75**
 - No Show or Late Cancel **Full Price of Trip**
 - c. Sample invoice(s) – **please see attached**

6. If operating as a transportation broker, who is responsible for checking that vehicle and drivers meet expected standards outlined on this RFP? Is it the transportation broker or the subcontracted transportation provider?

Answer: Successful Offeror(s) must supply information stating all requirements have been met.

7. What process or procedures do you require to ensure that subcontractors meet all regulatory insurance requirements?

Answer: Successful Offeror(s) must supply information stating all requirements have been met.

8. Will Henrico County require contractors to maintain their own primary insurance in addition to those of their drivers?

Answer: The owner of the vehicles needs to meet the insurance requirements.

9. Does the County require real-time GPS oversight for each ride?

Answer: While we currently can be provided this from EverDriven – it is not a requirement from the MV or SPED Perspective

10. As public funding often prohibits offshore outsourcing, does Henrico County require customer support and dispatch staff to be located in the United States?

Answer: When immediate Customer Support is needed, it should be timely.

11. What is the contractual value of this RFP?

Answer: It has been budgeted for.

12. Will the County consider a minimum contract value/guarantee?

Answer: No

13. What is the total number of trips for the 2021-2022 school year?

Answer: For MV 15,200 – one-way trips, 1,169 for Sped

14. What is the average mileage per trip?

Answer: 20 – varies widely – but on average for MV, 297 AM/206 PM for Sped Average

15. What is the average number of students per trip?

Answer: 2 for MV, 4 for SPED

16. What is the anticipated number of trips and mileage specific to the summer months?

Answer: 4 for SPED

17. Will the District allow for alternative proposals?

Answer: Yes. Each proposal would be scored separately. Offerors should clearly name them as Proposal 1 and Proposal 2.

18. Will the District allow for an alternative pricing model that is based on a per-trip fee?
Answer: Yes, however offerors must provide pricing as requested in attachment H for evaluation purposes. Alternate pricing may be discussed if your firm is shortlisted.
19. Who is your current provider?
Answer: EverDriven
20. Are you experiencing any major issues?
Answer: Yes, there are some issues.
21. Can you please provide a copy of the current contract and 3 months of invoices is outsourced?
Answer: Please see attached
22. Can bidders provide fleet and driver information 30 days prior to the start of the contract rather than during the bidding process?
Answer: No
23. Could you send us information on the routes that currently run? If you aren't able to provide full information, could we get information on 5-10 routes? (Please include any mileage, equipment, and monitor/aid needs.)
Answer: We cannot at this time.
24. Can you please send us the Responsible Offeror Certification form per Sec. VI.L? We can't locate the form in the RFP.
Answer: There is no form. Offerors shall provide information in Tab 1.

FEDERAL CONTRACT PROVISIONS

1. Debarment and Suspension Clause (2 C.F.R. PART 200 APPENDIX II(H))

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3485. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3485, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

2. Procurement of Recovered Materials Clause (2 C.F.R. § 200.322)

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (b) Meeting contract performance requirements; or
 - (c) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (3) The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

3. Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

- (1) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
- (2) Required Certification. If applicable, contractors must sign and submit to the agency the following certification (See the separate Anti-Lobbying Certification attached to the end of these Terms and Conditions.).
- (3) The undersigned certifies, to the best of his or her knowledge and belief, that:
 - 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3 The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

4. Termination of Cause and Convenience (2 C.F.R. PART 200 APPENDIX II(B))

The County reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

5. Contract Work Hours and Safety Standards Act (2 C.F.R. PART 200 APPENDIX II(E)) (40 U.S.C. 3701-3708; 29 C.F.R. 5.5(b))

Required in all contracts over \$100K utilizing mechanics or laborers (as defined in 40 U.S.C §§ 3701)

- (1) The contractor shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5), as applicable.
- (2) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (3) *Violation, liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (2) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (2) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (2) of this section.
- (4) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3) of this section.
- (5) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (2) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (2) through (5) of this section.

6. Clean Air Act and the Federal Water Pollution Control Act Clauses (2. C.F.R. PART 200 APPENDIX II(G))

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.
- (4) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (5) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Department of Education, and the appropriate Environmental Protection Agency Regional Office.
- (6) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the Department of Education.

7. Legal/Contractual/Administrative Remedies for Breach (2 C.F.R. Part 200, APPENDIX II(A))

DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.

8. Equal Employment Opportunity Clause (2 C.F.R. PART 200 APPENDIX II(C))

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

9. Clauses Required by 2 C.F.R. PART 200 APPENDIX II(D)

Required for certain construction contracts over \$2K

- (1) To the extent applicable, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- (2) The contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (3) The contractor shall pay wages not less than once a week.
- (4) The contractor shall comply with the Copeland Anti-Kickback Act (40 U.S.C. 3145), 18 U.S.C. 874, and the requirements of 29 CFR Part 3 as applicable, which are incorporated by reference into this contract.
- (5) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses of this section and such other clauses as the Department of Education may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- (6) Breach. A breach of these contract clauses may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Rights to Inventions Made Under a Contract or Agreement Clause (2 C.F.R. PART 200 APPENDIX II(F))

The contractor will comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Department of Education.

11. Access to Records

The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide the County, the Department of Education, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- (3) The contractor agrees to provide the Department of Education or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

12. Department of Education Seal, Logo, and Flags

The contractor shall not use the Department of Education seal(s), logos, crests, or reproductions of flags or likenesses of Department of Education agency officials without specific Department of Education pre-approval.

13. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Department of Education financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and Department of Education policies, procedures, and directives.

14. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

15. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

ANTI-LOBBYING CERTIFICATION

Byrd Anti-Lobbying Clause (2 C.F.R. PART 200 APPENDIX II(I))

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, contractors must sign and submit to the agency the following certification.

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Megan Carey, Chief Development Officer

Name and Title of Contractor's Authorized Official

*Printed Name of Offeror
(if different than Representative)*

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound hereby.

EverDriven Technologies, LLC

5680 Greenwood Plaza Blvd. Ste. 550
Greenwood Village, CO 80110



Signature

Megan Carey, Chief Development Officer
Printed Name and Title

8/29/2023

Date

County School Board of Henrico County,
Virginia

406 Dabbs House Road
Henrico, VA 23223

Signature

Oscar Knott, CPP, CPPO, VCO
Purchasing Director

8/30/23

Date

APPROVED AS TO FORM



8-29-23

Assistant County Attorney

EXHIBIT A
NEGOTIATED MODIFICATIONS TO AGREEMENT DOCUMENTS FOR
CONTRACT NO. 2493A

These Negotiated Modifications are hereby incorporated into Contract No. 2493A (the “Contract”) for Supplemental Student Transportation for Henrico County Public Schools as of the effective date of the Contract.

WHEREAS, HCPS (synonymous with District or the County, unless the context demands otherwise, for purposes of this document) and Contractor (synonymous with Successful Offeror for purposes of this document) desire to agree in writing to modify the final terms and conditions of the Contract.

THEREFORE, for good and valuable consideration, the parties agree that the Contract is modified in accordance with these Negotiated Modifications, which are effective as of the effective date of the Contract:

The Request for Proposals (as defined in the Contract) is modified as follows:

1. Sec.(V)(D) General Contract Terms and Conditions – Compensation (page 8)

The following is deleted: The Successful Offeror must submit a complete itemized invoice for services that are performed under the Contract. The County shall pay the Successful Offeror for satisfactory compliance with the Contract within forty-five (45) days after receipt of a proper invoice.

The following is inserted: –1. Contractor shall invoice the District for the provision of the Services on a monthly basis and shall be paid within thirty (30) days after Contractor submits invoice to the District for the provision of the Services for the relevant month. Any payment not received by Contractor within sixty (60) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor.

2. Trigger to Renegotiate

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, fuel, wages, labor shortage, inflation/economic recession (CPI). To apply for an increase in the contract price, Contractor must submit a written request with adequate supporting documents to justify the requested price increase. The Purchasing Director shall have the discretion to agree to agree to a reasonable price increase.

3. Employees and Subcontractors

Section HH. Direct Contact with Students Certification (page 17)

Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor, or Contractor subcontractor(s) to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

Attachment F. Pursuant to Va. Code § 22.1-296.1, as a condition of awarding a contract for the provision of services that require the contractor or employees of the contractor or Contractor subcontractor(s) to have direct contact with students on school property during regular school hours or during school-sponsored activities, the contractor shall provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child; or any crime of moral turpitude.

C. Driver / Staff Requirements. 4. Employee Identification.

- a. The Successful Offeror(s), at its sole expense, shall submit each employee and subcontractor it proposes to assign to perform duties under the resulting contract to fingerprinting and provide personal descriptive information to be forwarded along with the employee's or subcontractor's fingerprints through the Central Criminal Records Exchange to the Federal Bureau of Investigation for the purpose of obtaining criminal history record information regarding such employee or subcontractor through the Child Protective Services Central Registry.
- b. The Successful Offeror(s) will be required to perform a criminal history record check and a background investigation through the applicable child abuse / neglect registry for any state in which the employee or subcontractor has resided in addition to the Commonwealth of Virginia. Interpretation of the criminal history records shall comply with Sec. 2-50 of the Henrico County Code.
- c. The Successful Offeror(s) must submit documentation certifying that the specified background checks were conducted on all employees and subcontractors being assigned to perform duties under the resulting contract. Information shall be submitted to the Director of Pupil Transportation, or their duly authorized representative.
- d. A contract award to the Successful Offeror(s) shall be conditioned upon the Successful Offeror's certification, in accord with VA Code § 22.1-296.1, that all persons who will provide such services have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.
- e. Under no circumstances shall the Successful Offeror's employees or subcontractors be allowed to perform duties under the resulting contract until the specified background

checks have been completed and the certification has been in accordance with the requirements listed.

4. The following replaces Sec.II. paragraph 1 – Scope of Services (page 3);

The Successful Offeror(s) shall provide all vehicles, labor materials, equipment, supervision etc. to provided transportation services to Exceptional Education students and students who qualify under the McKinney-Vento Homeless Education Assistance Act.

5. The following replaces Sec.II.A.1 – Scope of Services - General Requirements (page 3):

Coordinate with the Director of Pupil Transportation, or their designee, to schedule services for students that will need transportation, which will include routine day-to-day changes as accepted by Contractor;

6. The following replaces Sec.II.A.2 – Scope of Services - General Requirements (page 3):

Pay all licenses, fees, taxes, violation fines, fuel, with the exception of fuel surcharges, and other operating costs incurred as part of the service;

7. The following replaces Sec.II.A.3 – Scope of Services - General Requirements (page 3):

Provide each vehicle/driver with suitable directions, including the pick-up and drop-off locations as agreed upon for each trip;

8. The following replaces Sec.II.A.6 – Scope of Services -General Requirements (page 3):

Ensure all drivers and other staff in contact with students are tested for tuberculosis and provide a statement to HCPS stating that all drivers and staff in contact with students have tested negative for tuberculosis;

9. The following replaces Sec.II.A.9 – Scope of Services - General Requirements (page 3):

Not charge for trips that are cancelled due to unscheduled school closings such as inclement weather..

10. The following replaces Sec.II.B.1.b – Scope of Services -Fleet/Vehicle Requirements (page 3):

b. Be no more than ten (10) years old.

11. The following replaces Sec.V.A. – General Contractor Terms and Conditions – Annual Appropriations (page 7);

The contract resulting from this procurement (“Contract” shall be subject to annual appropriations by the Henrico County Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The District shall give written notice to Contractor of the date of exhaustion of funds as soon as is reasonably practicable, which notice shall confirm the final date of service. The Successful Offeror (“Successful Offeror or Contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

12. The following replaces Sec.V.F.2.d. – General Contractor Terms and Conditions – Termination by County for Cause (page 8);

Full payment shall be made for any unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or for reimbursement of any cost the Successful Offeror incurs after the date the Successful Offeror receives the notice of termination, unless the notice of termination states a different date. If the County’s cost to complete the Successful Offeror’s work exceeds the unpaid balance due to the Successful Offeror, the County will not owe the Successful Offeror any money; instead, the Successful Offeror shall pay to the County the difference between the unpaid balance due and the County’s cost to complete the work, not to exceed ten percent (10%) of the cost had Successful Offeror provided the same services. Successful Offeror’s requirement to pay for the alternative contractor shall not continue beyond the then current contract term.

13. The following replaces Sec.V.F.3.a - General Contractor Terms and Conditions – Termination for Convenience (page 9);

The County may terminate the Contract, in whole or in part, whenever the Purchasing Director determines that such termination is in the County’s best interest.

14. The following replaces Sec.V.F.3.c – General Contractor Terms and Conditions – Termination for Convenience (page 9);

Full payment shall be made for unpaid services satisfactorily rendered and goods satisfactorily delivered before the date the Successful Offeror receives the notice of termination or the date specified in the notice of termination, if different. The Successful Offeror shall not be entitled to payment for services rendered or goods delivered after the date the Successful Offeror receives the notice of termination or the date specified in the notice of termination, if different, and the Successful Offeror shall not be entitled to payment for any costs it incurs after the date it receives the notice of termination.

15. The following replaces Sec.V.N. – General Contractor Terms and Conditions – Indemnification (page 11);

The Successful Offeror agrees to indemnify, defend, and hold harmless the County (including Henrico County Public Schools), and the County’s officers, agents, and employees (“Indemnified Parties”) from any damages, liabilities, and costs, including attorneys’ fees, arising from any claims, demands, actions, or proceedings made or brought against one or more of the Indemnified Parties by any person, including any employee of the Successful Offeror, related to the negligent provision of any services, the failure to provide any services, or the negligent use of any services or materials furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the sole negligence of the County.

16. The following replaces Sec.V.R.1 – General Contractor Terms and Conditions – Ownership of Deliverables and Related Products (page 12);

The County shall have all rights, title, and interest in or to all specified or unspecified, work plans, project reports and/or presentations, County data, documentation, and documentation developed or generated for this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Successful Offeror, from doing so. To the extent that the Successful Offeror may be deemed at any time to have any of the foregoing rights, the Successful Offeror

agrees to irrevocably assign and does hereby irrevocably assign such rights to the County.

17. The following replaces Sec.V.DD.2 – General Contractor Terms and Conditions – Contract Period (page 16);

The contract may be renewed for four (4) additional one-year periods upon mutual written agreement of the parties at a price not to exceed 3% above the previous year's prices unless written approval is given by the Purchasing Director.

By signing the Contract, the parties thereto have approved these Negotiated Modifications.

EXHIBIT B
HENRICO COUNTY PUBLIC SCHOOLS
DATA SECURITY AGREEMENT

This Data Security Agreement ("Agreement") is agreed upon effective August, 25, 2023, by and between EverDriven Technologies ("Vendor") and the County School Board of Henrico County, Virginia ("School Board" or "HCPS"). To the extent of a conflict of terms, the parties agree that this Agreement supersedes any other provisions contained in the contract between the parties.

I. DEFINITIONS

- A. **HCPS Data:** HCPS Data is any and all data that HCPS has disclosed to Vendor. For the purposes of this Agreement, HCPS Data does not cease to be HCPS Data solely because it is transferred or transmitted beyond HCPS's immediate possession, custody, or control.
- B. **Data Breach:** The unauthorized access and acquisition of computerized data that materially compromises the security or confidentiality of confidential or sensitive personal information maintained by HCPS as part of a database of personal information regarding multiple individuals and that causes or HCPS reasonably believes has caused or will cause loss or injury to any HCPS constituent.
- C. **System:** An assembly of components that supports an operational role or accomplishes a specific objective. This may include a discrete set of information resources (network, server, computer, software, application, operating system or storage devices) organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.
- D. **Contract.** Shall mean the contract between Vendor and HCPS outlining the services to be provided.

II. DISCLOSURE OF HCPS DATA

- A. The Vendor shall not disclose HCPS Data in any manner that would constitute a violation of state or federal law or the terms of this agreement including, without limitation, by means of outsourcing, sharing, retransfer, or access, to any person or entity, except:
- B. Employees or agents who actually and legitimately need to access or use HCPS Data in the performance of Vendor's duties to HCPS;
- C. Such third parties, such as but not limited to, vendors, suppliers or subcontractors, but only after such third party has agreed in writing and in advance of any disclosure, to be bound by confidentiality terms at least as stringent as the terms of this Agreement; or
- D. Any other third party approved by HCPS in writing and in advance of any disclosure, but only to the extent of such approval.

- E. The Vendor may also store HCPS Data on servers housed in datacenters owned and operated by third parties, provided the third parties take reasonable precautions to protect the security and confidentiality of HCPS data.

III. USE OF, STORAGE OF, OR ACCESS TO HCPS DATA

- A. Vendor shall only use, store, or access HCPS data:
1. In accordance with, and only to the extent permissible under the contract for services; and
 2. In full compliance with any and all applicable laws and regulations, only to the extent applicable to Vendor, including the Family Educational Rights and Privacy Act (FERPA); and
- B. Vendor agrees that the use, storage, and access to HCPS Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Vendor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of HCPS Data. Vendor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.
- C. HCPS reserves the right to request security information reasonably necessary to ascertain HCPS's own compliance with state and federal data privacy laws.
- D. If Vendor becomes aware that HCPS Data may have been accessed, disclosed, or acquired without proper authorization and contrary to the terms of this Agreement or the Contract, Vendor shall use reasonable efforts to alert HCPS of any Data Breach within two business days, and shall immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of the Data Breach. Vendor shall give highest priority to immediately correcting any Data Breach and shall devote such resources as may be required to accomplish that goal. Vendor shall provide HCPS information necessary to enable HCPS to fully understand the nature and scope of the Data Breach. Upon request, Vendor shall provide HCPS information about what Vendor has done or plans to do to mitigate any deleterious effect of the unauthorized use or disclosure of, or access to, HCPS Data. In the event that a Data Breach requires Vendor's assistance for mitigation, such assistance shall be provided at no cost to HCPS. HCPS may discontinue any services or products provided by Vendor and any payments to Vendor until HCPS, in its sole discretion, determines that the cause of the Data Breach has been sufficiently mitigated.
- E. If Vendor is served with any subpoena, discovery request, court order, or other legal request or command that calls for disclosure of any HCPS Data, Vendor shall promptly notify HCPS in writing and provide HCPS sufficient time to obtain a court order or take any other action HCPS deems necessary to prevent disclosure or otherwise protect HCPS Data. In such event, Vendor shall provide HCPS prompt and full assistance in HCPS's efforts to protect HCPS Data. Where

Vendor is prohibited by law from notifying HCPS of a legal request for HCPS Data, Vendor will comply with all applicable laws and regulations with respect to the requested HCPS Data.

- F. Upon expiration or termination of the Contract, Vendor shall ensure that no Data Breach occurs and shall follow HCPS's instructions as to the preservation, transfer, or destruction of HCPS Data. The method of destruction shall be accomplished by "purging" or "physical destruction", in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88. Upon request by HCPS, Vendor shall certify in writing to HCPS that return or destruction of data has been completed. Prior to such return or destruction, Vendor shall continue to protect HCPS Data in accordance with this Agreement.
- G. This Agreement shall survive the expiration or earlier termination of the Contract. However, upon expiration or termination of the Contract, either party may terminate this Agreement.

FOR HCPS:

John B. Wack

Name

John B. Wack

Signature

Chief Financial Officer

Title

8/30/23

Date

FOR VENDOR:

Megan Carey

Name

Megan Carey

Signature

Chief Development Officer

Title

8/25/2023

Date

APPROVED AS TO FORM



ASSISTANT COUNTY ATTORNEY



EXHIBIT C

COMMONWEALTH OF VIRGINIA

County of Henrico

DEPARTMENT OF FINANCE
Purchasing Division

June 15, 2023

Ms. Nicole Lee
Everdriven Technologies, LLCA
5680 Greenwood Plaza Blvd. Ste. 550
Greenwood Village, CO 80110
NLee@everdriven.com

RE: RFP 23-2493-2EMF – Supplemental Student Transportation

Dear Ms. Lee:

This letter is to inform you that your firm has been selected to enter into negotiations for the above referenced solicitation.

To begin this process, please submit the following items:

1. Responses to attached questions for clarification.
2. Pricing on BAFO Pricing Excel spreadsheet.

Please provide the above items by noon on June 22, 2023. A response via email attachment is sufficient.

If you have any questions, please contact me at 804-501-5637 or fal51@henrico.us.

Sincerely,

Eileen M. Falcone, CPPB
Assistant Division Director

RFP23-2493-2EMF
Questions for Clarification
Everdriven Technologies, LLCA

1. On page 63 of the proposal provide an explanation on the following under A. General Requirements:
 - a. Item A.2 – The word tolls being stricken. Provide reason for this.
 - **Tolls are an additional charge and only passed through as a cost when they are incurred during a trip.**
 - b. Item A.2 – The words Fuel Surcharges have been added. What is the proposed solution for “fuel surcharges”?
 - **When the average gasoline price exceeds \$4.00 per gallon, the mileage rate will be increased by calculating 50% of the price of gasoline that exceeds \$4.00 and adding it to each mile of the trip. Thus, if the price of gasoline, according to the gasoline price index, is \$4.20, the increase would be 50% of 20 cents, or 10 cents per mile. The gasoline price index to be used shall be found under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices* (dollars per gallon)” on the following website:**
https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm
2. On page 62 of the proposal the word “training” is stricken under “Scope of Services” – provide explanation for this.
 - **Drivers are employees of Service Providers and not employees of EverDriven. The word “training” implies that drivers are our employees and they are not. EverDriven provides an educational course that all drivers are required to take in order to transport students.**
3. Clarify the number and rider capacity of vehicles you have available.
 - **Student ridership depends on open seating per vehicle which includes student, monitor & car seat. We operate sedans, SUV’s, minivans and wheelchair accessible vans. We don’t operate over 7 passenger loads, including drivers.**
4. Do your drivers receive training to be trauma-informed?
 - **Yes, if the contract requires First Aid & CPR.**
5. What is the standard amount of time a driver will wait for a rider?
 - **Our app allows drivers to no-load a student 2 minutes after the scheduled pick-up time. We have instructed our drivers to wait a total of 4 minutes for students.**
6. Are you able to provide references from other school districts?
 - **Yes, Richmond and Chesterfield. Please let us know if you need contact information.**
7. Do you co-mingle riders among different clients?
 - **Only if both districts agree. We would not do that without your approval and only if it makes the route more efficient.**

8. Understanding that rides are billed per trip and not per rider, what about the charges for the additional miles beyond the base mileage allowed. How are those “extra” charges managed if a student cancels a trip within the cancellation window?
 - **Billing is based on the full route and unfortunately if one of the students cancels, the route does not adjust and will remain as originally scheduled. With a 2-hour cancellation period, there isn’t enough time to re-route the entire trip.**
9. Understanding that a no-show is the full price of the ride, and that rides are priced by trip not by student, if there is an inaccurate no-show recorded for a student who rides with two other students and the ride-cost-portion for the student who incurred the inaccurate no-show include a charge for miles above your base mileage. If the client were to call and successfully challenge the accuracy of the no-show and ask request that client not be charged for that student – are the charges for the “additional miles” credited back to the client?
 - **No, we are not charging extra for no-show. The driver has already made the trip.**
10. Provide clarification on your process on monitoring active/open trips.
 - **Automation is in place that alerts us if a driver has not confirmed the scheduled pick up in the driver application at least an hour in advance. We contact the driver via text and then via call to confirm the schedule. The Service Provider is contacted in the event we don’t reach the driver. Trips that are active but late change color in the district portal for visibility.**

What process is in place should a driver not be able to complete a trip.

- **If the Service Provider does not replace the driver, a dedicated team in EverDriven’s customer support organization secures a substitute driver. EverDriven is notified via driver notification via the app, a call to us or the service provider notification.**

What process is in place to ensure service continuity when a driver does not notify the company of his/her unavailability.

- **Whether or not the driver confirms the trip, if the driver is not on their way to the scheduled pick-up at a specified interval (currently 15 minutes prior to pick up), a dedicated team in our customer support organization secures a substitute driver for the trip. Automated communication is sent to the parent and school district with the substitute driver information.**

11. What is your standard acceptable response time to questions/concerns?
 - **Within 24 hours turnaround to provide an acceptable response regarding parent or district questions/concerns.**
12. What is the standard acceptable time within which a call should be answered by routing/dispatch teams?
 - **We aim to answer our calls within 30 seconds.**

13. Explain your accountability process when drivers operate outside the accepted norms? i.e. when drivers encourage and engage in communicating about ride details directly with parents.
- **Our guidelines include no communication regarding ride details with parents. We don't typically find out that a driver has communicated with a parent until after the communication has happened. In these instances, we instruct the Service Provider to ensure there is no communication with parents regarding ride details. After one occurrence drivers are pulled off the trip. In our experience, these instances don't happen often.**
14. Clarify your communication process with the district/the school/the parent/guardian when there has been a change in drivers.
- **In the instance of a rescue driver, a notification goes out to school and parents via text. The new driver also appears in the district portal.**
15. Are there plans to develop the client portal to where clients can see real-time GPS data?
- **We currently offer a view of drivers on the District Portal via the trip tracker screen. This view shows up as cars and home icons and shows real time GPS locations of cars for trips in progress.**
16. What type of reports are currently available for HCPS staff? Are these included as part of the offeror at no additional cost?
- **There are a variety of reports available depending upon your needs.**
17. How are your vehicles and drivers identifiable to passengers, parents/guardians?
- **Vehicles are identified via blue window clings and safety vests for drivers are coming in fall 2023.**
18. What is your ride cancellation policy?
- **Cancellation within 2 or more hours prior to the trip starting. Cancellations received after the 2-hour period will result in the trip being charged.**
19. How are passenger address changes handled?
- **Address changes come from the district and are submitted to our routing department.**
20. Provide a way for HCPS IT to be able to see the "secure" website for booking rides.
- **The District Portal is the site currently utilized to enter new trip requests, to check the status of student rides, access student onboarding reports, access no-show reports and to submit school calendars.**

BAFO PRICING

Offeror Name: _____ EverDriven _____

Proposed Unit Pricing				
Item	Description		Unit	Unit Price
1	Base Trip Charge		Each	\$ 68.00
Enter Number of Miles included in the Base Trip Charge			<u>12</u>	miles
2	Additional Mileage Charge (over initial miles in Base Trip Charge)		Mile	\$ 2.58
3	Child's Car Seat / Booster Seat		Each	\$ 5.30
4	Safety Vest (sizes XS - XL)		Each	\$ 5.30
5	Wheelchair Restraints		Each	\$ 35.00

Hypothetical Scenario #1					
Travel to BREC Academy (Wagner Road) with three (3) student pickups - Total of 42.2 Miles after 1st pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>30.2</u>	miles		
2	Additional Mileage Charge	30.2	miles	\$ 2.58	\$ 77.92
3	Child's Car Seat / Booster Seat	2	Each	\$ 5.30	\$ 10.60
Hypothetical Scenario #1 - Total Price (equals the sum of Items 1 - 3)					\$ 156.52

Hypothetical Scenario #2					
Travel to KEYS Academy (Caroline) with five (5) student pickups - Total of 59 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>59</u>	miles		
2	Additional Mileage Charge	59	miles	\$ 2.58	\$ 152.22
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #2 - Total Price (equals the sum of Items 1 - 3)					\$ 225.52

Hypothetical Scenario #3					
Travel to Grafton Integrated with one (1) student pickup - Total of 21.5 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>9.5</u>	miles		
2	Additional Mileage Charge	9.5	miles	\$ 2.58	\$ 24.51
Hypothetical Scenario #3 - Total Price (equals the sum of Items 1 - 3)					\$ 92.51

Hypothetical Scenario #4					
Travel to Tidewater Academy (Wakefield, VA) with one (1) student pickup - Total of 58.1 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge		<u>58.1</u>	miles		
2	Additional Mileage Charge	58.1	miles	\$ 2.58	\$ 149.90
Hypothetical Scenario #4 - Total Price (equals the sum of Items 1 - 2)					\$ 217.90

BAFO PRICING

Hypothetical Scenario #5					
Travel to The Lead Center with three (3) student pickups - Total of 23.3 Miles after 1st pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>11.3 miles</u>					
2	Additional Mileage Charge	11.3	miles	\$ 2.58	\$ 29.15
3	Child's Car Seat / Booster Seat	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #5 - Total Price (equals the sum of Items 1 - 3)					\$ 102.45

Hypothetical Scenario #6					
Travel to The Lead Center with one (1) student pickup - Total of 31.7 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>19.7 miles</u>					
2	Additional Mileage Charge	19.7	miles	\$ 2.58	\$ 50.83
3	Safety Vest (sizes XS - XL)	1	Each	\$ 5.30	\$ 5.30
Hypothetical Scenario #6 - Total Price (equals the sum of Items 1 - 3)					\$ 124.13

Hypothetical Scenario #7					
Travel to Faison Center with one (1) student pickup - Total of 10.9 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>0 miles</u>					
2	Additional Mileage Charge	0	miles	\$ 2.58	\$ -
Hypothetical Scenario #7 - Total Price (equals the sum of Items 1 - 3)					\$ 68.00

Hypothetical Scenario #8					
Travel to Faison Center with one (1) student pickup - Total of 42.4 Miles after pickup					
Item	Description	Qty	Unit	Unit Price	Extended Price
1	Base Trip	1	Each	\$ 68.00	\$ 68.00
Additional Miles over initial miles in Base Trip Charge <u>30.4 miles</u>					
2	Additional Mileage Charge	30.4	miles	\$ 2.58	\$ 78.43
Hypothetical Scenario #8 - Total Price (equals the sum of Items 1 - 2)					\$ 146.43

Total Hypothetical Scenario Price (equals the sum of Hypothetical Scenarios 1 - 8)				\$	1,133.46
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