everdriven

Proposal Contact Information
Stephen Carney, Account Executive
scarney@everdriven.com

BID NO. 103-24 NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

Newport Mesa Unified School District

September 7, 2023



everdriven

September 7, 2023

Newport Mesa Unified School District

Attn: JONATHAN GEISZLER, BUYER | Re: BID NO. 103-24 NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

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

Newport Mesa Unified School District (the District) is seeking a qualified student transportation partner to assist as-needed with the transport of both special education as well as non-special education students. The District will need a safe, reliable, cost-effective partner to fulfill this contract. **We believe EverDriven is that partner.**

Having served more than 600 districts in 29 states, EverDriven is a trusted national leader in alternative student transportation. We execute approximately 14,000 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 drivers are fully vetted through ongoing state and national background checks, sex offender registry checks, and motor vehicle records checks. Drivers are required to enter a drug and alcohol consortium and are tested prior to (and throughout) servicing EverDriven trips. Vehicles used to transport students are inspected by a mechanic and regularly examined by EverDriven staff. We focus on maintaining vehicle and driver safety standards while attending to each passenger's unique needs. Additionally, should CA SB88 pass, EverDriven will be compliant by the necessary timeline.
- **Secure and Thoughtful Technology.** We have a deep bench of software to conform with federal, state, and district requirements. EverDriven has additional apps for districts, drivers, and parents/guardians. Drivers check in to allow for GPS tracking so districts and parents/guardians can see their students' locations on the 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. We bill per route rather than per student, which allows students to be added without significant additional costs. We also have a generous cancellation policy, potentially cutting down on monthly transportation costs.
- **A Partner With a Local Presence.** EverDriven has been serving southern California since 2005, and has been selected by over one hundred (100) school divisions to provide transportation for their special needs and MKV students. We currently provide alternative transportation for over 1,500 students in the neighboring areas. Because of this, we see our continued partnership with your district 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,

Steve Carney, Account Executive
scarney@everdriven.com

EverDriven Headquarters
5680 Greenwood Plaza Blvd., Suite 550S
Greenwood Village, CO 80111
877.225.7750
www.EverDriven.com

THE EVERDRIVEN DIFFERENCE

Transporting thousands of students each day.



Unique Students

22,000

driven last school year



developed and offer a

FIRST-OF-ITS-KIND

driver education course



Innovative Technology

We partner with districts across the country to provide cost effective and effective transportation solutions.



Care in All We Do

Caring is at the heart of what powers EverDriven. Making sure students consistently arrive to school safely and on time is paramount to our success.



29,500,000

miles driven last school year



True Partnerships

We partner with districts across the country to provid cost effective and effective transportation solutions.

everdriven

Table of Contents

Methodology: Who We Are & What We Do

Company Experience

References

Safety & Training Programs

Customer Service Model

Management Personnel

Technology Suite

Start-Up Process

Pricing Overview

Insurance Information

Alternatives & Requests

Bid Forms



everdriven

Methodology

» Who We Serve
» Why We Do It
» How We Do It



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



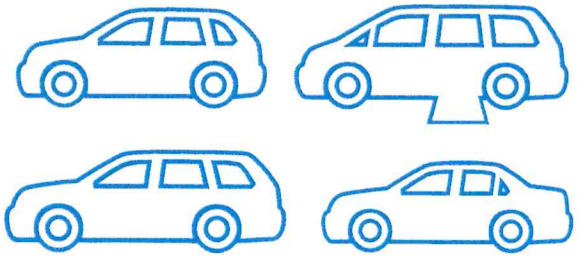
Why We Do It

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. EverDriven has incorporated people-first principles 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 this into how Ever Driven operates, we continue to further our mission and provide an unparalleled level of care to those we serve.

How We Do It

EverDriven uses a strategic combination of sedans, SUVs, minivans, and wheelchair accessible vans to help safely transport district's 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.**





Company 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 550 current clients in 27 states. This is because we understand the needs districts have for 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

2005 serving California since

20+ years in business

100 local school divisions served

550+ clients nationwide

1,500 students in those areas transported daily

everdriven

Safety & Training Programs

- The EverDriven Safety Commitment
- Selecting Qualified Service Providers
- Selecting Qualified Drivers & Monitors
- Document Integrity Group
- EverDriven SafeRide Education Course
- Incident/Accident Reporting Procedures



Selecting Qualified Service Providers

Over the years, we've developed a network of trusted and subcontracted local 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:**

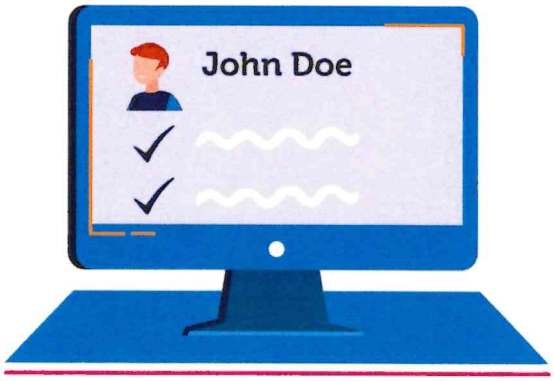
- **Insurance:** Each service provider is required to list EverDriven as an additionally insured entity on their commercial auto liability policy. Our district partners are further protected under EverDriven's own commercial insurance policy.
- **A Valid Business License:** Prior to partnership, each 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 annua l third party inspection.
- **Conformity to Regulations:** Service providers adhere to additional district, local, or state requirements.

While many of the Federal and State-mandated regulations for permitting, vehicle inspections and maintenance are at the discretion of the contracted Service Provider, EverDriven provides close oversight. For items such as permits and licenses, we monitor experation dates to ensure our Service Providers are upholding our company standards.

Document Integrity Group (DIG)

The EverDriven Document Integrity Group (DIG) is constantly working behind the scenes to confirm Service Providers, drivers, 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 provide 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.

Driver Education Program

The Passenger Assistance, Safety, and Sensitivity (**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 it's 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.

Appendix A: Driver Safety Policies

Pre-Trip Policies

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.

Active Trip Policies

Authorized Passengers and Stops: Only the assigned driver and applicable monitor will be in the vehicle while servicing routes. 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).

everdriven

Customer Service Model

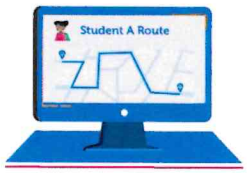
» Company Values
» Customer Support Teams
» Customized Communication Plan
» Customer Feedback



Customer Support Teams

Our customer service is based on collaboration from multiple departments: Student Monitor and Tracking, Routing and Optimization, and local Field Operations teams. Giving attention to detail, consistent communication, and receiving feedback from 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



Our Student Monitoring and Tracking team provides our partners with direct day-to-day route operations and are equipped with proprietary, state-of-the-art call center technology. 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. Our operational facilities are set up to respond to changes quickly in both trip and call volume, and work to ensure 100% coverage, especially during the peak hours (drop-off and pick-up times). The team:

- » Acts as the first line of parent communication.
- » Includes bilingual team members.
- » Proactively reaches out to parents/guardians to provide a high level of service.
- » Ensures the accuracy and transparency of our data.

Routing and Optimization

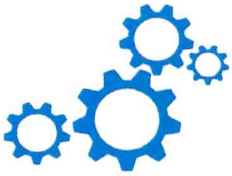


When adding new students, district partners simply fill out the Transportation Request Form in the District Portal, which then gets sent to our Routing and Optimization team. The student(s) will be added to an appropriate route based on things like travel time, student behavioral needs, and siblings also utilizing EverDriven's services. The proposed route is sent to the district for final review and approval, and then to our Field Operations Team.

Routing and Optimizations specialists responsibilities include:

- » Checking that the travel time for students do not exceed time requirements set by the district.
- » Ensures that the route and subsequent billing information is provided to the district for final review and approval.

Local Field Operations



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 ability to conduct parent introductory meetings, observe student safety at pick-up and drop off locations, and meet with school staff and district officials whenever needed. Our Field Operations team is readily available support students and districts with practical solutions when encountering difficulty during transportation. Districts are given the cell phone number and email of the local representative who is readily available during and outside regular business hours.



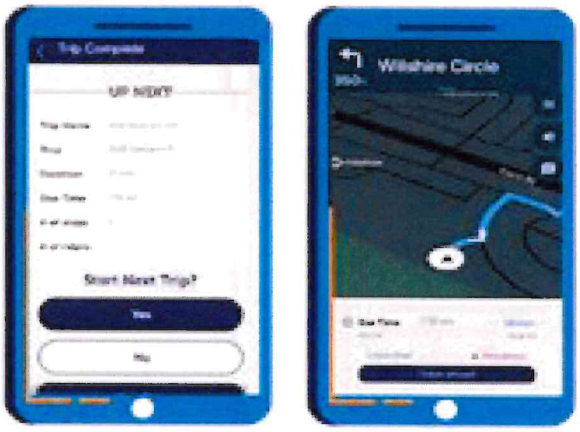
Technology Suite

The EverDriven technology suite has been meticulously developed with a variety of end-users in mind. Our routing software, the District Portal, VIP (Very Important Passenger) and Driver apps are the backbone of our operations.

EverDriven's Driver App

EverDriven's Driver App is the foundation of our parent and district notification system. It allows drivers to see their scheduled and upcoming trips, accept and start the trips, or decline them. The app provides direct navigation and includes notifications like lane guidance, real-time traffic updates, audio turn by turn, and auto-arrival capabilities. Drivers are also required to complete three daily checks: COVID-19 symptoms and one each for exterior and interior vehicle inspections.

GPS tracking is enabled upon the trip being accepted and upon the driver selecting "GO," meaning that they are ready to start the trip. From there, they can see the address, required equipment, and any other notes on the student. When students are picked up, drivers check students into the app to confirm that they have been picked up and have started the trip to school. Upon arrival to their destination, drivers confirm all riders have been dropped off (and with an adult). The Driver App offers click-to-call options for both EverDriven dispatch and emergency responders.



EverDriven's VIP App

EverDriven offers the VIP (Very Important Passenger) app to the families of the students we help transport every day. With the VIP app, parents/guardians can track and manage their student's transportation. The VIP app offers useful functionality and peace of mind. It allows for parents/guardians to track the location of their student in real-time during transportation to and from school. They additionally can view updated ETAs of when students will arrive based on actual driver location and real-time traffic data, and get notifications when their student gets picked up and arrives at their destination. Parents/guardians will receive notifications in the event of a substitute driver, and have the ability to view upcoming trips. The VIP app also has a click-to-call EverDriven functionality to update or cancel an upcoming trip for their student.

The image in the header shows a preview of the VIP App.

District Portal Features

Transportation Request Form (TRF)

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

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

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 & Option

With the District Portal, there is no software to install. Everything is online and compatible with your favorite browser. It offers mobile responsiveness and is able to be accessed on computers, tablets, or smartphones. And finally, all student-related data is encrypted so only users with grated 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. EverDriven provides districts with the following standard reports.

Twice-A-Day No-Show Reports

Districts receive two no-show reports via email every day. These reports are emailed at 9 AM and 3:30 PM to alert districts of no-show students, in addition to the number of consecutive days/trips a student has been marked as such.

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. **The timeliness of these reports helps us avoid multiple unnecessary trips, allowing us to keep costs down.**

Monthly Confidential Reports

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

- » Billing information
- » 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
- » Pricing changes due to route/student changes
- » Prorated mileage per student
- » Mileage for each trip and total miles driven
- » Monthly no-show and late cancel reports

everdriven

Start-Up Process



everdriven

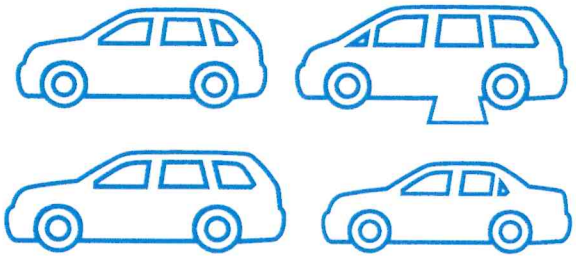
Pricing Overview

» How EverDriven Helps Save Transportation Dollars
» Pricing Overview



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 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.).



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

Trip Items	Fees
Trip Fee (includes up to 4 students, 6 miles included)	$87.55
Per Mile Fee (after first 6 trip miles)	$2.58
Additional Fees (as needed/requested	
Wheelchair Fee (per student)	$35.00
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 Load or Late Cancel (less than 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 student cancels late on a route that has three students on it, the route will run as normal and no additional fee will be incurred.

Additional fees are charged only for requested services. 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. 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.

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 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-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.

Insurance Information

EverDriven's insurance program is chartered through Woodruff Sawyer and 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.woodruffsawyer.com

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

The insurance provides coverage for any trip while under dispatch by EverDriven. The 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 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.

Alternatives & Requests

Fees for Service



Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. 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 thirty (30) 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. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

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 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.

Liquidated Damages/Penalties for Non-Performance

Due to the unpredictable nature of the population that EverDriven services, we request a meeting with the District to discuss liquidated damages and penalties of non-performance to ensure they are properly addressing Contractor performance and not negatively impacting challenging routes.

writing) after receipt of notice from the Newport Mesa Unified School District specifying such failure

21 INDEMNIFICATION Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's negligent performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the negligent performance or nonperformance of the District, pertaining to this bid Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District

Equipment Requirements
Page 12
All vehicles used to transport students should be equipped with a digital video surveillance system that has visibility of both the front and rear seating areas of the vehicle at all times All videos will be stored and maintained for a period of fourteen (14) days. District will be provided at-will access. The vehicle will have a camera in operation at all times while students are present

EverDriven is able to agree to this with the understanding that cameras will be rolled out throughout the school year, and not immediately upon the start of the contract as noted in the district provided answers to bidder questions

Operational Requirements
Page 13
Contractor shall ~~contact~~ notify the affected school and District Transportation Office to advise of any schedule that is running five (5) minutes or more behind schedule As part of this requirement, Contractor drivers shall notify their dispatch office whenever they become five (5) minutes or more behind schedule

EverDriven is able to notify the district and school of late trips through the District Portal and the School View within the District Portal.

Page 14
~~Contractor agrees that District shall have, upon award of a contract by District, permission to monitor, intercept, use, divulge all communications and oral communications between Contractor and Contractor's base and between and among Contractor's vehicles relating thereto~~

everdriven

Required Forms

» Rate Form
» Bid Form
» Non-Collusion Declaration
» Addendum No. 1
» Financial Information



NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 103-24

NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

   All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport Mesa Unified School Dist. Board of Education, is an annual contract to provide services to the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. It is understood that the District reserves the right to reject this bid as specified in the Instructions For Bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

Date: September 5, 2023

EverDriven Technologies, LLC
Proper Name of Bidder

Todd Provino
By

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the Sr. VP of Operations of EverDriven Technologies, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on September 5, 2023 [date], at Greenwood Village [city], Colorado [state].



Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 1
Non School Bus Home to School Transportation

BID No. 103-24

NEWPORT MESA UNIFIED SCHOOL DISTRCIT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

August 21, 2023

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: RFI due date to August 30, 2023 at 4:00PM PST***
- ***Change: Bid due date to September 7, 2023 at 3:00PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Todd Provino

Signature:

Firm Name: EverDriven Technologies, LLC

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

Telephone #: 877-225-7750

(END OF ADDENDUM NO.1)

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 2
Non School Bus Home to School Transportation

BID No. 103-24

NEWPORT MESA UNIFIED SCHOOL DISTRCIT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

September 1, 2023

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: Bid due date to September 14, 2023 at 3:00PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: _____

Signature: Todd Provino

Firm Name: EverDriven Technologies, LLC

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

_____

Telephone #: 877-225-7750

(END OF ADDENDUM NO.2)

Financial Information

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 request for three years of 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



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