Addendum / Clarification No. 2
Request for Qualifications/Proposals
for Transportation Services
BPSD-Transportation Services-02212025

All information related to this Request for Proposal is posted online at https://www.bpsd.us/divisions/operational-services/district-bids-and-rfps. It is the Proposer's responsibility to ensure that they have reviewed the RFP documents, exhibits, and addenda prior to submission of a proposal.

Please contact Karina Mesa, Contract Specialist at **karmesa@bpsd.**us if you have any questions.

The following items are changes and clarifications to the scope of work. This addendum must be read together with terms and conditions of the RFP and all prior addenda. The terms and conditions outlined in the RFP shall remain the same unless otherwise specified in this Addendum. Should a conflict exist between addenda language and the original RFP it is understood the changes in this Addendum shall take precedence:

CLARIFICATIONS

Question 1:
Is the district intending to award the contract to multiple vendors or a single vendor?

Clarification 1:
The district focus is a single provider capable of meeting the diverse transportation needs outlined in the RFP, including providing transportation for students with disabilities and students living outside the district boundaries.

Question 2:
Are any WAV vehicles required?

Clarification 2:
We do not currently have students in wheelchairs. However, the vendor must ensure that all vehicles are properly licensed, permitted, and equipped to meet the needs of students, including those with disabilities.

Question 3:
How many routes is this district anticipating each day between now and the end of the school year?

Clarification 3:
We currently have two (2) students, but this number may change over time depending on student needs and the IEP process for students with disabilities.

Question 4:
Is this district willing to disclose who it's currently working with for alternate transportation?

Clarification 4:
The current contractor, who was brought in to assist during the RFP process, is a short-term contract with Everdriven, and a copy of the agreement is attached to this addendum for review.

Question 5:
The dates between the final addendum release and the RFP submission are fairly close and may not allow for enough time for bidders to properly adjust their proposals and include time for shipping. Would the District consider extending the RFP submission to Wednesday, March 19th?

Clarification 5:
We are aiming to post all addendums prior to the addendum deadline. Unfortunately, we cannot extend the submission deadline, which remains set for March 17th by 4 PM.

Question 6:
Can the district please confirm what is excluded in the 15-page limit? Please confirm budget, daily program schedule, and relevant attachments are not included. Please further define what would be included in relevant attachments.

Clarification 6:
The RFP proposal should be no longer than 15 pages, excluding the following:

- Budget
- Daily program schedules
- Relevant attachments

The only required attachment for the RFP is Exhibit C - References. All other exhibits should be completed only by the awarded vendor.

Question 7:
Can the District confirm the required documents? On page 6 Required Documents, it references Exhibits A-H, but on page 7 Submission Instructions, it states only Exhibit C should be included. Please confirm the full required list, and if these can be excluded in the 15-page limit.

Clarification 7:
The only required attachment for the RFP is Exhibit C – References on page 7. All other exhibits should be completed only by the awarded vendor.

Question 8:
Does the district have interest in cameras for these services?

Clarification 8
The RFP specifies that the proposer must adhere to the safety guidelines outlined in Exhibit A, though it does not explicitly mention the requirement of the cameras in every vehicle. The district however does expect the proposer will provide a reliable system of tracking, communication or reporting to the district and/or parent and/or guardian as outlined in the RFP's service requirements.

Question 9:
Who is the current vendor(s)?

Clarification 9:
The current contractor, who was brought in to assist during the RFP process, is a short-term contract with Everdriven, and a copy of the agreement is attached to this addendum for review.

Question 10:
What is the current vendor(s) rates?

Clarification 10:
The current vendor rates are attached to this addendum for your review.

Question 11:
For safety reasons, will every vehicle need to be equipped with a data protected camera?

Clarification 11:
The RFP specifies that the proposer must adhere to the safety guidelines outlined in Exhibit A, though it does not explicitly mention the requirement of the cameras in every vehicle. The district however does expect the proposer will provide a reliable system of tracking, communication or reporting to the district and/or parent and/or guardian as outlined in the RFP's service requirements.

Question 12:
Is there a need for wheelchair accessible vehicles?
If so, approximately how many wheelchair accessible vehicles per day will the awarded vendor need?

Clarification 12:
While we do not currently have students in wheelchairs, the provider should ensure that special equipment vehicles are included in their services to meet the potential needs of students who may require them in the future based on the IEP.

Question 13:
What is the average number of miles per one way trip with the current vendor(s)?

Clarification 13:
The average distance traveled for each one-way trip varies based on student needs and specific routes. However, per the RFP guidelines, routes generally do not exceed one (1) hour each way unless authorized by the district. Actual mileage may differ depending on the student's location and the assigned school.

Question 14:
Are there any students transported by the current vendor who need to ride alone?
a. Or can all students ride with other students?

Clarification 14:
The criteria for determining whether a student is assigned to a solo ride or included in a carpool arrangement are based on several factors, including but not limited to student's specific needs, distance and route efficiency, safety considerations and time and scheduling constraints. The district will provide the necessary information about students' needs and preferences to assist the vendor in determining the appropriate transportation arrangements.

Question 15:
What is the estimated annual contract value?

Clarification 15:
The district is unable to provide an exact estimated value of the contract as it will depend on various factors including the number of students that require transportation, and other specific requirements per the scope of services mentioned in the RFP. The district encourage to submit a proposal based on the best assessment of the services required. The RFP will be evaluated based on the criteria outlined in the RFP.

Question 16:
To best compare various pricing models from prospective vendors, would the school district consider having vendors respond to pricing scenarios? Below are some examples.

a. 1 student traveling 12 miles with no equipment needed.
b. 3 students from different houses going 14 miles to the same school.
c. 2 students each with car seats attending the same school.
d. 1 student going 30 miles to school.

Clarification 16:
While these scenarios help us understand different pricing structures, we do not expect all vendors to provide pricing specifically for these examples. Instead, we require each vendor to submit a detailed breakdown of their rates for effective comparison. Our request is based on the individual needs of the students as outlined in their evaluations. Vendors are free to determine how they present their pricing in response.

Question 17:
Who is your current sedan based transportation provider or providers?

Question 18:
What are the current rates with your current Alternative Transportation/sedan based vendor? Can you also provide any price sheets, amendments or addendums related to pricing?

Question 19:
Can you please provide a copy of the district's transportation agreement with the current vendor in addition to the certificate of insurance provided by your current vendor?

Question 20:
What are the current Contractor Rates?

In response to the above requests, the district has attached a copy of the requested documents for your review.

AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS

THIS AGREEMENT ("Agreement") is entered into between EverDriven Technologies, LLC. ("Contractor") and Buena Park School District (the "District"), with the following facts:

A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.

B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Contractor Services

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

2. Term

The initial term of this Agreement shall commence on_ 01/31/2025___ and end on _06/30/2025_____ . Either party can terminate with or without cause at any time with thirty (30} days prior written notice. At the end of the initial term, this Agreement may be renewed upon mutual agreement by both parties.

3. 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 receiyed by Contractor. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

4. Adjustment of Rates

The rates established in this Agreement shall be subject to a three (3) percent increase once each year.

5. 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, wages, labor shortage, inflation/economic recession (CPI).

6. Force Majeure

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

7. Vehicles

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

8. Student Damage to Vehicles

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars ($750) per incident. For any amounts above $750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractor shall be required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

9. Contractor Personnel and Subcontracted Service Providers

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers"} to provide

student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

10. Contractor Insurance

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, General Liability $1,000,000 each occurrence, Automobile Liability $1,000,000 combined single limit per accident, Sexual Misconduct Liability $4,000,000 limit, Workers Compensation in statutory limits and Employer's Liability $1,000,000 limit issued by insurance companies authorized to do business in the state. The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

11. Background Checks

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child.

12. Drug and Alcohol Testing

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

13. Marketing

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information about students or families. District consents to Contractor's use of District's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

14. Assignment of Contractor's Rights

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided,

however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

15. Indemnification

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

District hereby agrees to indemnify and hold the Contractor, its directors, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the Contractor and/or District and/or any student(s}, in connection with the gross negligence of the District pursuant to this Agreement.

16. Independent Contractor

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

17. Non-Circumvention

District agrees that during the term of this Agreement and for a period of twelve {12} months following the termination of this Agreement, District will not directly or indirectly contract with any subcontracted service provider or driver who has performed, or who has sought to perform, any subcontracted services under this Agreement for, or on behalf of, any subcontracted service provider or Contractor.

18. Notices

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a "hard" copy, and shall be deemed received upon the date of receipt thereof.

To District: Buena Park School District
Sandra Poteet
Chief Financial Officer
Phone: 714-736-4262
Email: spoteet@bpsd.us

To Contractor: Danielle Press, Chief Growth Officer
EverDriven Technologies, LLC.
5680 Greenwood Plaza Blvd., Suite 550S
Greenwood Village, CO 80111
Phone: 877-225-7750; Fax: 888-252-4342
Email: contracts@everdriven.com

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

19. Entire Agreement

This Agreement, and its Attachments which are incorporated herein by this reference, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

20. Waivers

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

21. Attorney Fees

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

22. Severability

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

23. Further Acts

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

24. Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the

same force and effect as if the manually signed counterpart had been delivered to the other party in person.

DISTRICT

By: Sandra Poteet

Title: Chief Financial Officer

Signed: Sandra K. Poteet

Date: 1/29/25

CONTRACTOR

By: Danielle Press

Title: Chief Growth Officer

Signed:

Date: 1/30/2025

ATTACHMENT 1 - Fees for Service

Trip Items	Fees
Trip Fee	$50.00
Per Mile Fee	$2.60
Additional Fees (as needed/requested):	
Wheelchair Fee (per student}	$50.00
Car Seat/Safety Vest Fee (per student)	$5.15
Wait Time Fee (per hour, billed in 15 min. increments)	$60.00
Monitor Fee (per hour, 2-hour minimum)	$35.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

Additional Fees: Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting

the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

1. 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. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

2. Fuel Surcharges

When the average gasoline price exceeds $6.00 per gallon, the mileage rate will be increased by calculating 50% of the price of gasoline that exceeds $6.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is $6.20, the increase would be 50% of 20 cents, or 10 cents. The gasoline price index to be used shall be found under the category of "California U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website: https://www.eia.gov/dnav/pet/pet pri gnd deus nus w.htm

3. Invoicing

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. The Contractor requires 24-hour notice to remove a student from the route.

4. When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above 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. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 2 -The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to the Contractor by the District/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-hour notice is provided to the Contractor 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.

Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

No-Show Reports

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 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

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor 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.

Student Removal/ Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires District notification/approval

- The District sends 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 is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A 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:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

ATTACHMENT 3 - Multi-District Billing: An Explanation

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 - EverDriven's Three Step Process

1. **Stand Alone District Trips:**

   Each districts' students are routed as stand-alone trips, district specific pricing is applied.

2. **Multi-District Trips**

   All of the students from the participating districts are combined into the most cost-effective trips, yielding new "Multi-District trips" and subsequent trip costs.

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 as compared to the multi-district trip costs.

4. **No Shows and Cancellations:**

   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.

5. **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.

6. **When Routes Change or Students are Added or Removed**

   When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above 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. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

ATTACHMENT 4 -The District requires the following from all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

ATTACHMENT 5 -The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

ATTACHMENT 6 -The District requires the following from all Vehicle(s) providing service through the Contractor.

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s} made available upon request. Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3rd party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

District Name: _____ ;B-u-e: m-a: P-a: rk: S: rc: h: oc. co. ⊨D-=-=is:.::.;tr'--'-ic:::.:t'----------

To whom should contract notices be sent?

Name & Title: Sandra Poteet

Address: 6885 Orangethorpe Ave

City: Buena Park State: CA Zip: 90620

Email: spoteet@bpsd.us

Who should our accounting personnel contact regarding accounts payable matters?

Name & Title: Connie Stephenson, Accounting Tech II

Email: Cstephenson@bpsd.us Phone: 714-736-4248

Who should our dispatchers contact regarding routine transportation matters?

Name & Title: Sheryl Burgess, SPED Secretary

Email: sburgess@bpsd.us Phone: 714-736-4289

Who should our dispatchers contact regarding emergencies, accidents or student behavior?

Name & Title: Julie Linnecke, Director of Special Education

Email: jlinnecke@bpsd.us Phone: 714-736-4289

Who should our dispatchers contact regarding *after-hours* emergencies or accidents?

Name & Title: Julie Linnecke, Director of Special Education

Email: jlinnecke@bpsd.us Phone: 714-815-1610

Who should we email the No-Show Report to each morning?

Name & Title: Sheryl Burgess, SPED Secretary

Email: sburgess@bpsd.us

Who should we email with EverDriven Technology Notices/Updates?

Name & Title: Sandra Poteet, Chief Financial Officer

Email: spoteet@bpsd.us