Request for Proposals

Daily Home-to-School, Field Trip, and Other Transportation Services
for 4MATIV Technologies, Hogan Preparatory Academy SY2025-2026

Hogan Preparatory Academy / Elementary School, Middle School & High School

Notice to Offerors from
4MATIV Technologies, Inc ("4MATIV"), Transportation Manager

Request for Proposal ("RFP") forms may be obtained by email from carl@4mativ.org on or after 1:00 PM, Central Standard Time (CST), Friday, April 18th, 2025. Proposals shall be submitted via email in PDF form to carl@4mativ.org and shall include the subject line: "Response to 4MATIV RFP for Hogan Preparatory Academy SY25-26 – [OFFEROR NAME]"

Proposals will be received at the above email address until 11:59 PM, May 9th, 2025. Proposals received after this time will be rejected. Faxed or hard copy mailed proposals will be rejected and not considered.

4MATIV's official contact for all correspondence, inquiries, and submissions related to this RFP is Carl Allen. His email is carl@4mativ.org. An optional in person Offeror's Conference will be held at the school on Tuesday April 29th at 1:00PM, with the ability to attend remotely via Zoom at https://us06web.zoom.us/j/2758490193?omn=88502661907&jst=3. **ALL QUESTIONS ARE DUE BY 11:59 PM, May 1st, 2025.** Questions will be answered and all questions shared via email with all prospective offerors and any amendments will be issued no later than May 6th, 2025.

Each Offeror is invited to submit a single technical proposal (containing all required forms outlined herein) & pricing sheet to 4MATIV that addresses transportation services for one or more of The Schools. Offerors may submit multiple proposals for transportation services to one or more of The Schools, or to operate some subset of the system's total routes, as paired/tiered routes with other schools the Offeror may already be serving or stand-alone.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals. Neither The Schools nor 4MATIV will be held liable for these costs. The Schools and 4MATIV are the sole judges of the value and merit of the proposals and reserve the right to reject any or all proposals.

Under no circumstances shall 4MATIV or The Schools be liable to any Offeror for any direct or indirect expenses, costs, or damages incurred by the Offeror in respect to its proposal or the rejection of the same for any reason. All decisions made by 4MATIV with the direct input of The Schools regarding the RFP process, including the final award(s), shall be made within their sole discretion and shall be final. Successful offeror(s) will enter into a contract with 4MATIV Technologies in its capacity as transportation manager for The Schools.

All proposals must be submitted with the enclosed offer form, signed felony conviction notice, conflict of interest questionnaire, and any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete may be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered non-responsive.

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OVERVIEW

Hogan Preparatory Academy / Elementary School, Middle School & High School – all Phalen Leadership Academies ("The Schools") in the Kansas City, Missouri metro area by and through their authorized transportation manager, 4MATIV Technologies, Inc ("4MATIV"), are requesting sealed proposals from interested and qualified yellow school bus and small vehicle service providers ("Offerors") to contract with 4MATIV to "Provide Student Transportation Services (the "Services") for The Schools for the coming school year, 2025-2026 (the "Base Year") and one or two subsequent school years (the "Option Years"). With approval of The Schools, 4MATIV shall have the option to extend the term of the contract(s) for up to two (2) additional one-year terms for the 2026-2027 and 2027-2028 school years (the "Option Year(s)") upon the same terms and conditions, unless otherwise mutually agreed, as the contract(s) for the Base Year, upon not less than 90 days written notice before the expiration of the then-current term.

The successful Offeror(s) will operate certain part(s) of The Schools' student transportation under the direction and management of 4MATIV, all in accordance with the specifications and terms and conditions contained in the RFP and Contract documents.

CURRENT TRANSPORTATION SERVICES AT THE SCHOOLS

Currently, The Schools contract with an outsourced operator for eight (8) daily routes that operate on a 3-tiered system, serving Hogan Prep's elementary, middle school, and high school campuses. The campuses also operate some limited van services in-house for students experiencing homelessness and expects the need for small vehicle services to grow. Effective for SY2025-2026, 4MATIV is serving as the schools' transportation manager, providing routing services, communications, tracking and dismissal management software, and subcontracting and managing any needed subcontracted services**.** The schools' respective addresses, required AM arrival times, and PM bus arrival with current year 2024-2025 vehicle configurations are listed in the table below. We expect configurations and needs to be very similar next year.

School Data Summary Table

		SY2024-2025 Approx Vehicle Counts / Snapshot			SY2025-2026	
School	**Address**	**# of Routed Buses**	**# 10-pax Vans**	**# Small Vans & Sedans**	**AM Target Drop-Off**	**PM Target Vehicle Arrival / Early Release**
Hogan Prep Elementary	6409 Agnes Kansas City, MO 64130	8	-	-	9:00 AM	4:30 PM
Hogan Prep Middle	1331 East Meyer Blvd Kansas City, MO 64132	8	-	-	8:00 AM	3:30 PM

Hogan Prep High	1331 E. Meyer Blvd Kansas City, MO 64132	8			7:00 AM	2:30 PM

A full school year calendar for all schools will be shared once it has been finalized.

The current year calendar and routes for each school for SY24-25 are attached for reference.

RFP PROCESS AND AWARD SCHEDULE

Event Dates (All dates here are subject to change)**:**

- RFP Documents Released: April 18th, 2025
- Offeror's Conference (Optional): April 29th, 2025
- RFP Questions Due: May 1st, 2025
- RFP Questions Answered: May 6th, 2025
- RFP Proposals Due Date: May 9th, 2025
- Contract Award(s): May 31st, 2025 (Estimated)
- Post-Award Timeline: The Contractor shall have all vehicles, routes, materials, & labor in place by August 1, 2025 for the 2025-2026 school year, beginning as early as August 19th, 2025.
- **Practice runs ("Dry runs") shall occur a minimum of one time for each route at no cost to 4MATIV or The Schools, no later than one week before the start of service.**

RFP SUBMISSION INSTRUCTIONS

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All proposals must be submitted with the enclosed offer form, signed felony conviction notice, conflict of interest questionnaire, and any other requested documents/information as set forth in this RFP. Any proposal submitted that is incomplete may be disqualified. Offers submitted on other than authorized forms or with different terms or provisions may be considered to be non-responsive.

RFP EVALUATION & CONTRACT AWARD

4MATIV reserves the right to reject any and all proposals, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of The Schools and 4MATIV to do so. Proposals should be submitted on the premise that the proposal must be acceptable to 4MATIV and the Board of each of The Schools being serviced under the proposed contract. While the financial responsibility of the Offeror is a significant concern, 4MATIV is equally concerned with the proven ability of the Offeror to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents. After determining that a proposal satisfies the mandatory minimum requirements stated in the Request for Proposal, the comparative assessment of the relative benefits and deficiencies of the technical proposals in relation to the published evaluation criteria shall be made by using subjective judgment of a committee of evaluators representing 4MATIV.

4MATIV reserves the right to award separate contracts and accept one proposal of an Offeror while rejecting the other(s) of the same Offeror, unless the proposals are expressly conditioned to the contrary. Conditioning one or more proposals can be a basis for 4MATIV not accepting the proposal(s) if 4MATIV determines, in its absolute discretion, that the condition is not the most advantageous. 4MATIV will award Contract(s) to the Offeror(s) offering the most advantageous proposal(s), taking into consideration all proposal elements, in addition to price.

Offerors are encouraged in all sections of their proposal to elaborate on ways they will enhance service beyond the minimum requirements of the RFP, specifically in the areas of safety, operational performance, technology, data, communications, and customer service.

Contracts may be awarded for a number of yellow bus or daily small vehicle routes for one or more The Schools; but no contract award shall be construed as a minimum quantity of work guaranteed exclusively to the successful Offeror.

Offerors must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the Proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

All proposals submitted shall be deemed final, conclusive and irrevocable and no proposal shall be subject to correction or amendment for any error or miscalculation.

DETAILED SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Each submission shall include a technical proposal indicating which routes and schools are proposed to be served. The technical proposal should indicate how the offeror will meet the minimum requirements of this RFP (see also General Terms & Conditions to Offerors) and should also include details of any service elements the offeror wishes to highlight that go over and above the minimum requirements, especially in the areas of safety, operational performance, technology, data, communications, and customer service.

    Required Sections:

    - **Executive Summary**
    - **Implementation Plan**
        - Please provide a plan and schedule for implementation, should your firm be selected as the successful offeror. It is expected that your organization's leaders will be present during any initial implementation phase with 4MATIV and be able to meet regularly with 4MATIV staff from June through the first

3 months of operation. A regular meeting and communications cadence will be established later. The schedule and plan should address:

- Inspection of vehicles, facility, and equipment;
- Selection, any necessary training, and employment of drivers;
- Employee orientation, especially to routes and schedules;
- Technical system configuration and receipt of data & routes;
- Dry runs; and
- Initial service launch.

- **Experience & Financial Stability**
  - Offerors shall provide a statement of its qualifications to provide the specific services requested herein and indications of financial stability.
- **Staffing Plan**
  - Offerors shall submit a staffing plan that clearly shows how the daily operations of the local compound(s) will be managed during the normal hours of operation, plus during any emergency or after-hours situation that may arise. This plan must include both operations and vehicle maintenance functions. 4MATIV requires emails and text enabled phone numbers for operations staff, especially for dispatch and brand/yard managers. Please also include additional administration, safety/insurance, IT/routing/data, and finance/invoicing/AP/AR email & phone contacts.
- **Maintenance Program & Fleet, Technology**
  - Offerors shall provide a description of its proposed vehicle maintenance program and how it will be administered. The maintenance program shall include the description of the maintenance schedule.
  - Offerors shall provide the address of their main offices and location(s) where vehicles are garaged and serviced. Offerors shall also include a fleet listing, including the year, make and model of all vehicles, capacity, fuel type, any special needs equipment installed, wheelchair lifts and seat positions, and if a crossing gate arm is installed.
  - Offerors shall provide details of their GPS tracking and installed camera systems.
- **Safety and Training Program**
  - Offerors shall provide an overall description of its training process for drivers and other key staff, safety initiatives, safety-related technologies, and any student-facing programming.
- **Communications & Customer Service**
  - Offerors shall explain key emergency, service-related, and management communications channels and its approach to maintaining excellent service to 4MATIV, The Schools, students and families. 4MATIV shall be the lead communicator with families and schools but requires excellent and prompt communications with vendors at all times.

2. Pricing Proposal. Each submission should contain a pricing worksheet providing pricing detail for each of the service options being proposed. Pricing shall include prices for Base Year and proposed escalators for the two (2) Option Years, if applicable. There are spaces for offerors to indicate pricing for home-to-school bus service (including if/how tiering is incorporated), van services, field trips, or the services of a bus aide or monitor. Offeror will charge no additional fees beyond those which are outlined in the pricing proposal of their bid submission.

3. Additional Required Attachments. In addition to the technical and pricing proposals, offerors

are required to include the following in their submissions:

- **References – Form A**
- **Bid/RFP Response Signature Form (with ATTACHED w9) – Form B**
- **Deviation/Compliance Form – Form C**
- **Non-Collusion Statement – Form D**
- **Criminal Background Check and Felony Conviction Notice – Form E**

GENERAL TERMS & CONDITIONS TO OFFERORS

1. Offerors understand and agree that the RFP response will become a legally binding contract upon acceptance in writing by 4MATIV. These proposal specifications and all general terms and conditions shall be affixed to the final contract entered into with the Contractor (the "Contract") and shall be considered an integral part thereof. Should there be determined that there is contradiction between the proposal specifications or general terms here and the final negotiated Contract, terms and conditions as stated in the Contract shall prevail. However, Offers should understand that these general terms and conditions are not negotiable but are considered a specification of the RFP that will be binding upon the successful Offeror.

2. This RFP, and its resulting contract, shall be governed first by the laws of the state of Missouri, and venue for any disputes arising thereunder shall be in Wayne County, Missouri and secondarily by the Uniform Commercial Code as adopted in the State of Missouri and in force on the date of this RFP.

3. The Offeror shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the Contract, and in particular, such laws pertaining to pupil transportation safety. The Contractor, in performing under the Contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex, sexual/gender orientation, or national origin, nor otherwise commit an unfair employment practice.

4. No contract shall be assigned or any part of the same subcontracted without written consent of The Schools & 4MATIV but in no case shall such consent relieve the Contractor from his obligations or change the terms of the Contract.

5. COLLUSIVE BIDDING

The Offeror certifies that its proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

6. RECORDS AND REPORTS, ROUTING

Contractor shall provide those reports, data and records, which may be reasonably requested from time to time by the 4MATIV and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. 4MATIV requires direct access to live GPS data feeds from contractor fleet monitoring systems by way of a dedicated 4MATIV access account and an API key provided by the Contractor.

Provision of routing services is NOT required as part of a Proposal. 4MATIV has its own routing system and it has full control of all regularly scheduled routes, regardless of which vendor(s) are awarded contracts pursuant to this RFP. Regular changes and route sheets will be communicated to Contractors and Contractor and driver feedback will be critical to ensuring routes are efficient and workable for all involved.

Data & Reports may include, but are not limited to:
- Daily vehicle and driver assignments to routes
- Live GPS location data feeds
- Periodic Manual or Electronic Ridership Reports for each route
- Snippets of audio and video feeds over requested time windows
- Accident/Crash/Incident Reports
- Student Discipline/Behavior Reports
- Bus Inspection records
- Monthly or Yearly Mileage, Hour or Route Reports
- Driver Qualification Reports
- Insurance Certificates

Contractor agrees to maintain and make available to 4MATIV, during regular business hours, accurate books and accounting records relating to its Services. Contractor will permit 4MATIV to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.

The Contractor agrees to maintain all data books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Contractor agrees to maintain same until the School or any of its duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and 4MATIV, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the 4MATIV or The Schools. Contractor shall be responsible for and hold 4MATIV and The Schools harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting 4MATIV and The Schools, their boards, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor shall provide and maintain insurance with fiscally sound firms (at least an AM Best rating of A-VII) authorized to do business in Missouri. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance $1,000,000 Combined Single Limit Commercial

General Liability Insurance $1,000,000 Per Occurrence

General Liability (General Aggregate) $2,000,000

Worker's Compensation Statutory

Umbrella / Excess Liability $1,000,000

Contractor agrees to provide 4MATIV a certificate of insurance evidencing such coverage and designating 4MATIV and The Schools as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days written notice to 4MATIV and The Schools. Deductibles, of any type, are the responsibility of the Contractor.

The Contractor shall agree to waive all right of subrogation against 4MATIV and the Schools, their officials, employees and volunteers for losses from work or services performed by Contractor for 4MATIV and The Schools.

9. INDEMNIFICATION

Contractor shall fully indemnify, defend and hold harmless 4MATIV and The Schools, their governing boards, officers and employees from and against every claim or demand of any kind or nature which may be made by any person, firm or corporation, or other entity arising from or caused by any willful or negligent act or omission, breach of contract or violation or any law or regulation, in the performance of the services or otherwise by Contractor or any of its agents, employees, or subcontractors or their agents employees or subcontractors, except to the extent that such claim or demand arises from or is caused solely by the negligence or willful misconduct of 4MATIV and/or The Schools, its agents or employees. The Contractor also agrees to indemnify, defend and hold harmless 4MATIV and The Schools from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O.)

Contractor must be able to certify that it is an Equal Opportunity/Affirmative Action employer. Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees. Such program must provide E.E.O. opportunities regardless of a person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law. Contractor shall be committed to equal employment opportunity and will maintain an environment of both social and business responsibility that responds to the needs of its employees, and Subcontractors. The Contractor shall have a policy that states recruitment, selection, placement, promotion, training, compensation, participation in employment, social and recreation programs and continued employment shall be based on a person's ability as related to valid job requirements, without regard to race, color, religion, age, gender, national origin, sexual orientation, ancestry, or veteran status.

The Contractor's policy shall also prohibit discrimination based on disabilities as pertains to the American with Disabilities Act (ADA) of 1990 or any other criterion that could be found discriminatory. Both parties recognize that affirmative action and equal employment opportunity are essential and support diversity in the workplace and public accommodations. ADA Access, Access Requirements of Individuals with Disabilities: The Contractor shall comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Subsection 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended; 29 U.S.C. Section 794; 49 U.S.C. Section 5301(d).

11. STUDENT DATA PRIVACY PROTECTION

Contractor drivers and staff will maintain confidentiality of personal student information for all students including student name, sibling name, address, parent name, phone numbers, or bus stop locations. All records relating to any student shall be subject to applicable student data privacy laws. The federal Family Educational Rights and Privacy Act (FERPA) generally provides that information contained in students' education records are private and that parents largely control the access to that information. Contractor shall have a policy and practice in place at all times to fully comply with all student record and data privacy rights under FERPA. Contractor shall maintain the confidentiality of any information or data in its possession or control regarding a student and not disclose or disseminate the information or data without the prior written consent of a parent or guardian and without first contacting 4MATIV. Any penalty for a violation by Contractor or any agent, employee or subcontractor of Contract, of FERPA, or any other applicable federal or state law, including common law rights, relating to student data privacy shall be the sole responsibility of Contractor.

12. STUDENT BEHAVIOR & SAFETY

The ultimate responsibility and authority to suspend or expel any student from transportation services shall rest with 4MATIV and The Schools. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with 4MATIV and The Schools' policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing within 24 hours of completion of the route. Procedures and regulations for the administration of discipline shall be established cooperatively among The Schools, 4MATIV and Contractor, with The Schools having the final determination.

All students with riding privileges must receive school bus safety training. Upon request, during the first month of school, the Contractor will participate in school bus safety training seminars for parents and students. The Contractor will also perform A, B or C type emergency evacuation drills a minimum one (1) time annually in cooperation with 4MATIV and The Schools.

Drivers will complete Incident Report Forms in a manner prescribed by 4MATIV to assist in this process of behavior management. The applicable School Administrator will institute corrective procedures up to and including removal or suspension of bus riding privileges as needed. A copy of each School's consequence policy and behavior guidelines concerning transportation will be provided by 4MATIV at the time of signing of the Contract. Student discipline information is classified as restricted data under state and federal regulations, and may not be discussed with other parents, students, or staff of the Schools or co-workers within the transportation company. Only personnel of The Schools or 4MATIV can remove or eject a student or suspend bus transportation privileges of students.

Vandalism damages to Contractor's equipment or facilities shall be the sole responsibility of Contractor. However, 4MATIV may give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

Students with IEPs requiring door-to-door/curb-to-curb transportation and students in grades K-2 shall not be dropped off unless an authorized parent or guardian is present at the stop to receive the student(s) and can make "eye-to-eye" contact with the driver to confirm a safe handoff. Students may be dropped off also with an older sibling (grades 6+) without a parent or guardian present. If no parent or guardian is present to make the "eye-to-eye" handoff, the driver will wait a maximum of 10 minutes while they call in to dispatch and the 4MATIV team will communicate with the school and cooperate on efforts to reach parents. If a parent or guardian does not appear or 4MATIV

and The School cannot otherwise make contact by phone or text, we will instruct the driver to move along the route, keeping the student in their safe custody, until receiving further instruction from 4MATIV and the Contractor, as shall be determined in the best interest of each situation between 4MATIV, The School and the Contractor.

4MATIV will provide additional operational protocols in consultation with the Schools to ensure students safety that the Contractor will endeavor to follow, including but not limited to:

- Handling of "undeliverable students" wherein a responsible parent is not present at the stop to pick up a student;
- Instances of children inadvertently boarding the wrong vehicle or unknown students being on a contractor vehicle;
- Detailed communications and reporting protocols

13. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, disease outbreak, pandemic, civil disturbance, fire, large-scale flooding, war, governmental action, labor dispute involving The Schools personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, 4MATIV may excuse Contractor from performance under this Agreement. However, no compensation shall be due or payable to Contractor for services not rendered, regardless of the cause, excepting only of select instances of COVID-19 closures as indicated below.

14. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, pandemics, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, The Schools shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to
Contractor.

15. INCLEMENT WEATHER / SCHOOL CLOSINGS

Emergency School closings may occur due to inclement weather conditions or situations of concern. In consultation with 4MATIV, The Schools will make independent decisions about closing due to weather on a case-by-case basis. Bus contractors may bill 80% for school closings due to inclement weather conditions, holidays, special events or ordinary disruptions of the normal schedule.

In the case of any emergency closures of a duration more than 1 day due to COVID-19 or other disease outbreaks where days lost are NOT made up, non-service days may be billed by bus Contractors at a rate of 80% of the average daily rate the Contractor was paid for services in the month of services prior to any such closure.

16. MANAGEMENT PERSONNEL

The Contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in The Schools contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the 4MATIV and The Schools Designee(s) for purposes of service coordination. The Schools & 4MATIV expect that the manager/supervisor is an

experienced person who has demonstrated skills for fulfilling the responsibilities of the Contract. Contractor shall inform 4MATIV and The Schools of the name(s) and business address(s) of such management personnel. 4MATIV has the right to approve, disapprove and require Contractor to replace any manager/supervisor who 4MATIV believes, in its sole discretion, is not performing to its satisfaction.

The Contractor shall have at a minimum one (1) dispatcher on duty at all times service is running. At a minimum, a dispatcher should be on site daily from 5-9AM and from 2PM until all vehicles are clear, returned to the garage, and confirmed cleared of students. Dispatchers are responsible for communication with drivers and 4MATIV staff via 4MATIV's dedicated vendor ops text groups and must also be available for voice communications with 4MATIV staff.

17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure The Schools of continuous and reliable service. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of The Schools. Accordingly, Contractor agrees that each driver shall:

a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate the vehicle they are assigned.
b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus or van qualified without reasonable accommodation, to safely operate a school bus or van. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus or van driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable The Schools policies and regulations.
d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
e. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.

Contractor shall hold each driver responsible for:

a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
b. Keeping informed of all rules and regulations affecting the safe operation of school buses or vans and standards of conduct.
c. Complying with all federal, state and local traffic laws while operating buses or vans under this agreement.
d. Carrying appropriate identification at all times while on duty.
e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
f. Communicating to dispatch any issues or needs related to the route assignment and all passengers transported.
g. Implementing changes to routes as directed, including new stops, deleted stops, or alternative driving directions.

The Contractor must provide a driver orientation and instruction program before a driver is allowed to drive while students are on board. Training must include:

a. Enough to safely operate the type of school bus or van the driver will be driving
b. Emergency procedures
c. Student Management procedures, including issues relating to students with disabilities
d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
e. Knowledge of student loading and unloading procedures

Ongoing driver performance monitoring and trainings must include:

a. Random drug testing
b. Daily observance of employees to detect violations of drug & alcohol policy
c. Advance knowledge of routes, including for substitutes
d. Route accuracy including proper stops and updated paperwork
e. Demonstrated driver-passenger professionalism & customer service to schools & families
f. Competence in reporting student behavior incidents, other incidents and accidents

Contractor shall enforce all The Schools' Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that 4MATIV shall have the right to direct Contractor to remove from service under the Contract any employee or subcontractor driver who, in 4MATIV's sole discretion, is deemed unsuitable for the performance of transportation services for 4MATIV. 4MATIV shall make any such direction in writing with the reasons therefor.

18. ADDITIONAL OPERATIONAL REQUIREMENTS

In addition to the foregoing, and without limitation as to what 4MATIV may otherwise operationally require of the Contractor, the Contractor shall be required to strictly adhere to the following operational requirements:

a. Contractor shall provide, inclusive in its cost for services, adequate back-up capacity to retrieve missed pick-ups in the AM and PM in cases where the cause of such failure or missed pick-up is clearly the fault of the Contractor or cannot be determined. If 4MATIV must contract with another vendor to provide backup service, said costs will be billed back to the contractor in addition to any liquidated damages charged as outlined below.
b. Contractor shall agree to implement all route changes minimally within two (2) business days of changes and new route sheets being sent by 4MATIV. Typically, 4MATIV will send changes on a once weekly basis with at least 48 hours' notice. On occasion, emergency changes will be requested to be implemented on shorter notice.
c. Contractor shall perform "dry runs" of all scheduled routes no later than the day before new routes begin at no charge to The School(s) or 4MATIV.
d. Contractor shall provide a daily and ever-current listing of what physical assets/buses/bus numbers and drivers are performing which scheduled routes and shall notify 4MATIV immediately when changes are made each day by way of 4MATIV's TOMS vendor portal or a designated Google Sheet as directed by 4MATIV, with last minute changes also communicated to 4MATIV via 4MATIV's dedicated vendor text group.
e. Contractor shall have functioning GPS hardware on every bus and shall provide 4MATIV with an API key and log-in credentials for said GPS system in order to integrate the Contractor's GPS feed with 4MATIV's TOMS system.
f. Contractor shall have functioning cameras on every bus with audio and video recording capability and shall be able to retrieve recordings and share them with 4MATIV and school personnel upon request in writing (by email is sufficient) within 24 hours or less.
g. The Contractor shall provide a minimum of two (2) responsive and text enabled mobile phone numbers for texting via 4MATIV's operations text group during operating hours and at least

one (1) after-hours contact number for emergencies.

h. Contractor shall notify 4MATIV immediately after any vehicle accident that occurs while students are on board.

19. DISINCENTIVES (LIQUIDATED DAMAGES)

4MATIV shall have the right to assess liquidated damages for each failure by the Contractor to perform the services required under the contract. It is not the intent of 4MATIV, however, to penalize the Contractor for operational failures that are out of their control or reasonable considering the normal vagaries of traffic, weather, student issues, and other ordinary exceptions to normal execution of schedules and routes that are designed to succeed in normal conditions.

4MATIV must inform the Contractor within 30 days of a listed violation of its intent to assess liquidated damages for such an event and must bill for such liquidated damages within 31 days of its assessment. Failure to either timely notify or bill the Contractor shall relieve the Contractor of its obligation to pay liquidated damages for the particular event.

In the event the Contractor agrees to an increase in service levels, and at the start of the school year or after start date of any new route, the Contractor shall be afforded a period of thirty (30) days following implementation of such changes during which time no liquidated damages may be assessed with respect to scheduled drop-off times or availability of buses on routes while the Contractor makes operational adjustments to meet 4MATIV's requirements.

Payment will not be made for routes that did not operate. Routes that are folded into other routes / combined to temporarily provide service (split or doubled) will not constitute an operating route.

In an event of extenuating circumstances (accident, trains, weather, etc.) or for any other reason, 4MATIV reserves the right to waive any liquidated damage. Such waiver will not constitute a change to the contract or a waiver of future claims for liquidated damages.

The below table of Liquidated Damages, without limitation of 4MATIV's legal and equitable remedies for breach of contract, may be imposed by 4MATIV as specified here.

Criteria	**Standard**	**Penalty**
Unexcused late arrival in the AM or PM	For each unexcused occurrence of a route arriving at school more than 15 minutes after its scheduled arrival time in the AM or PM, with escalating damages each 15 minutes, up to 60 minutes (1 hour)	$15 for every 15 minutes or portion thereof that the route is late up to $45 for a route that is between 45-59 minutes late.
Unexcused extremely late arrival in the AM or PM	For each unexcused occurrence of a route arriving at school *more than* 60 minutes after its scheduled arrival time in the AM or PM	Half the daily rate (e.g. non-payment of the amount of the one-way AM or PM trip leg) for that route.
Unexcused abject failure to provide a scheduled service.	Abject failure to provide service is defined as failure to pick up or complete a trip without good and reasonable cause.	$200 each incident *or* the cost of any back-up service required, (whichever is greater), *in addition to* assessment of the unexcused extremely late arrival penalty of non-payment of the amount of the one-way AM or PM trip leg

Failure to notify of an accident or other safety related incident where police or EMS are called.	Failure to notify responsible personnel of 4MATIV within 1 hour of an accident or an incident when police or EMS are called.	$200

Unexcused failure to produce a requested video	For each occurrence of a request for video which cannot be fulfilled due to an inoperable camera or lack of a camera installed on a vehicle	$50 for first occurrence; $100 for each occurrence thereafter
Unexcused failure of GPS tracking	For each occurrence of a GPS unit being inoperable or lack of a GPS unit installed on a vehicle after notice of detection by 4MATIV and a 72 hour grace period for the contractor to replace or repair the unit	$10 per unit per day following notice and a 72 hour grace period

20. EQUIPMENT

All vehicles supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the vehicles used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. 4MATIV reserves the right to request maintenance and inspection records at any time during the Agreement.

Contractor shall provide vehicles in sufficient numbers to efficiently transport all students for whom 4MATIV orders services, including an adequate number of spares.

Vehicles shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Vehicles must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

23. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in the Contract without the prior written approval of 4MATIV.

PROPOSAL OPTIONS & PRICING PAGE

This sheet must include all relevant pricing & comments below for all services offered. If pricing is contingent on routes being tiered, or other parameters, multiple pricing pages may be included here as needed. Blank cells or cells reading "N/A" indicate areas where the VENDOR is not providing services. Proposals for hourly rates will be presumed to include only "routed time" (i.e. no deadhead time) unless explicitly noted otherwise here.

	School(s) & Route(s) Proposed To Serve	Proposed Types and Quantity of Vehicles	Pricing	Pricing Comments (indicate proposed tiering if any)
1. Yellow School Bus				
2. Van/Sedan Service (4/6 pax)				
3. Van/Sedan Service (10 pax)				
4. Field Trip Service				
5. Bus Aide / Monitor				
Additional Comments or Explanation				

Option Year 1 Escalation %_____ Option Year 2 Escalation %_____

SIGNED _____

DATE:

BY: _____

NAME & TITLE _____