

Request for Proposals

Formative Technologies, LLC (“4mativ”)

for Best Academy & The Mastery School

Yellow Bus School Transportation Services

Best Academy & The Mastery School (“The Schools”) of Minneapolis, Minnesota, by and through their authorized contractor and transportation manager, Formative Technologies, LLC (“4mativ”), are requesting sealed proposals from interested and qualified yellow school bus service providers (“Offerors”) to contract with 4mativ to “Provide Yellow School Bus Student Transportation Services (the “Services”) for the Best Academy and the Mastery School (“The Schools”) for the coming school year, 2019-2020 (the “Base Year”) and one or both Option Years.” 4mativ shall have the unilateral option to extend the term of the contract or contracts for up to two (2) additional one-year terms for the 2020-2021 and 2021-2022 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 for under the direction and management of 4mativ, all in accordance with the specifications and terms and conditions contained in the RFP and Contract documents.

History and Background of Harvest Best Academy & The Mastery School

Harvest Preparatory School will celebrate its 27th year anniversary this year. The school started as a private school initially serving about 24 students. Its founders, Dr. Ella Mahmoud and Eric Mahmoud, started the school with the goal of providing a rigorous educational foundation to scholars while recognizing and cultivating the scholar’s culture. *Unleashing potential and transforming community* is the mission of Harvest Preparatory School. Founded in 2008, Best Academy was initially an all-boys school. Best was founded to specifically focus on creating systems and practices to mitigate the significant behavioral and academic challenges that boys in general and African American boys in particular face.

On July 1, 2019, Harvest Preparatory School and Best Academy merged to form one school, now named Harvest Best Academy. The purpose of this merger was to reduce the complexity of managing two schools in one building with two different boards, two different budgets and two different reporting structures. The merger of Harvest Preparatory School and Best Academy into one organization helps to facilitate operational alignment, vision and direction. The end result is the enhancement of the school’s ability to effectively execute on behalf of its scholars. Harvest Best Academy will serve approximately 800 students in the 2019 -2020 school year.

The Mastery School (currently grades K-6) was founded in 2012 on the belief that all of our children can excel if given the time and support that they need. We continue to grow adding a grade each year up to 8th grade. As a school we are in relentless pursuit of excellence, we teach our scholars mastery over their academics, self, and future. Mastery will serve as many as 290 students for the 2019-2020 school year.

Current Transportation Services & Management at Harvest Best & Mastery

Currently, The Schools contract with 4mativ to, in turn, contract with and manage yellow school bus service providers to transport about 1,000 students to two campuses (Harvest/Best @ 1300 Olson Memorial Highway, Minneapolis & Mastery @ 4021 Thomas Ave. N., Minneapolis), using a total of 29 yellow buses, including 6 buses that serve both campuses in the AM and a shuttle that brings shared-route students from Mastery to Best in the PM daily. 8 of the 29 buses serve Best Academy EAST (“BAE”), which has a slightly earlier dismissal time daily and a special earlier release each Friday. Enrollment and transportation needs for SY2019-2020 are projected to be very similar to this year.

Both campuses will accept students in the morning as early as 7:45AM and require the loading of students no later than 3:45PM. BAE loads students in the PM at 3:25PM M-Th and at 2:00PM on Fridays. Drop-off and pick-up windows can be negotiated for routes that are proposed to run between both campuses.

Each Offeror is invited to submit a single technical proposal & pricing sheet to 4mativ that addresses General Education School Bus service to one or both of The Schools (Best Academy and/or Mastery School). Offerors may submit multiple proposals for yellow school bus service to one or both of The Schools, or to operate some subset of the system’s total routes. Multiple pricing sheets may be submitted if pricing proposals are contingent on award of one or more of the services in combination.

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. The Schools will award Contract(s) to the Offeror(s) offering the most advantageous proposal(s), taking into consideration all Minimum Requirements and Comparative Evaluation Criteria, in addition to price.

Request for Proposal (“RFP”) forms may be obtained by email from carl@4mativ.org or from 4mativ at the Offices of Best Academy, 1300 Olson Memorial Highway, Minneapolis, MN 55411 on or after 1:00 PM, Central Standard Time (CST), Monday April 1st, 2019.

4mativ shall accept sealed proposals until 12:00 pm CST on Friday, April 26th, 2019, at the location mentioned above. Proposals submitted after the deadline shall be rejected.

Questions from prospective offerors will be accepted by email at any time after receipt of the RFP and the full text of all questions received along with answers will be sent to all offerors no later than two weeks prior to the final submission deadline.

For further information, please contact:

Carl Allen – Cell – 612-987-6492
Email – carl@4mativ.org

Tentative RFP Process and Award Schedule

The Contractor shall have all buses, routes, materials, and labor in place during July for the 2019-2020 school year, beginning August 13th, 2019. Practice runs ("Dry runs") shall occur a minimum of one time for each route, and no later than August 9th, 2019.

Event:	Dates:
RFP Documents Released	April 1st, 2019
RFP Proposals Due Date	April 26th, 2019
Interviews of Potential Providers	May 1 st -3rd, 2019
RFP Evaluation	May 3rd, 2019
Contract Award(s) Announced	May 6th, 2019

Questions from prospective offerors will be accepted by email at any time after receipt of the RFP and the full text of all questions received along with answers will be sent to all offerors no later than two weeks prior to the final submission deadline.

RFP SUBMISSION INSTRUCTIONS

Each proposer shall be responsible for the delivery of two (2) sealed copies of their technical and pricing proposal to **4mativ** (*not* The Schools), at 1300 Olson Memorial Highway, Minneapolis, MN 55411, on or before Noon (12:00 p.m.) on April 26th, 2019. Contractors who do not submit their proposals by this time and date will automatically be disqualified from the proposal process. Facsimiles are not acceptable.

All proposals shall be typed. Proposals shall be tightly sealed in opaque containers clearly bearing on the outside the name of the Contractor, his/her address, and "RESPONSE TO RFP FOR SCHOOL TRANSPORTATION SERVICES" typed on the outside of the container.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and The Schools and 4mativ will not 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.

4mativ's official contact for all correspondence, inquiries, and submissions related to this RFP is Carl Allen. The telephone number for Carl Allen is 612-987-6492 and his email is carl@4mativ.org. The mailing address and physical address for written correspondence regarding this RFP is: Formative Technologies, LLC, 1300 Olson Memorial Highway, Minneapolis, MN 55411. Office hours are from 8:00A.M. to 4:00P.M., Monday through Friday.

Each Offeror is invited to submit a single technical proposal & pricing sheet that addresses one or both of the yellow school bus student transportation services to the Best Academy or Mastery School, or for a subset of routes serving one or more of The Schools. Offerors may submit more than one proposal, representing any combination of one or both of The Schools. Multiple pricing sheets may be submitted if pricing proposals are contingent on award of one or more other options in combination.

4mativ reserves the right to award separate contracts. 4mativ will award Contract(s) to the Offeror(s) offering the most advantageous proposal(s), taking into consideration all Minimum Requirements and Comparative Evaluation Criteria, in addition to price.

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 relationship to the published evaluation criteria shall be made by using subjective judgment of a committee of evaluators representing the 4mativ.

4mativ will award Contract(s) to the Offeror(s) offering the most advantageous proposal(s), taking into consideration all Minimum Requirements and Comparative Evaluation Criteria, 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.

The following criteria and weights shall be used when determining each proposal's score:

Cost (30%)

Total cost of proposal based on the option(s) being proposed.

Safety & Compliance Program (20%)

A description of any safety programs implemented by the contractor, and of any other technologies or other features of the contractor's offer that contribute to student safety beyond the minimum requirements of the RFP (e.g. camera/recording systems on the vehicles, telematics, emergency response, compliance monitoring/alerts, etc.).

Operational Performance & Technology Plan (15%)

A description of the processes, methods and technologies used by the contractor to ensure on-time performance, access to 4mativ's data for The Schools, accurate billing and service records, and other service enhancements beyond the minimum requirements of this RFP.

Experience and Expertise of Company & Personnel (15%)

The previous experience of the contractor and its personnel in transporting pupils or in other types of related "special care" transportation (e.g. medical, paratransit, senior, etc.).

Communications and Customer Service Plan (10%)

A description of the processes, methods and technologies used by the contractor to ensure frequent and adequate communications and any other customer service enhancements beyond the minimum requirements of this RFP.

Financial Stability of Proposer (10%)

This is a financial analysis based on evidence provided of the financial wherewithal of the proposer.

Contracts may be awarded for a number of General Education 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. During the life of the contract, 4mativ reserves the right to cancel individual routes if written or emailed notice is given to the contractor of one or more serious service failures on a particular route (including but not limited to, excessive lateness, repetitive or habitual lateness, serious safety concerns, unaddressed complaints, etc.). After written notice, the Contractor shall be given a reasonable period of time in the sole discretion of 4mativ, correct the service failure, after which time a route may be cancelled or awarded to another contractor. Conversely, Contractors that are high-performing may be awarded additional routes or work during the life of the Contract. Additionally, as the enrolled and transported student body profile changes over the course of the school year, routes are subject to elimination or consolidation at the direction of 4mativ without prior notice in order to maintain maximum efficiency for The Schools.

4mativ reserves the right to require, from the successful Offeror, a performance bond for the period of the Contract, in the amount of 100% of the expected value of the contract awarded. Upon such requirement, the bond shall be filed with 4mativ on or before the beginning of each contract year. The bond shall be placed with a Best-rated surety company that is acceptable to 4mativ in the sole discretion of 4mativ. Hopefully the financial soundness of the Contractor will preclude this requirement. Should the 4mativ require that a performance bond be provided, the cost of the bond shall be paid by the Contractor.

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.

KEY FIGURES AND INFORMATION

- 1) All figures and estimates given for GenEd transportation routes will be validated using anonymized stop-level data included in this RFP – based on the current routes for the 2018-2019 school year. Enrollment and transportation needs are expected to be similar for each campus in the 2018-2019 school year but that data is not guaranteed. The current system serves students from the Best Academy (BA) on one set of routes (17 buses) and Best East (BAE) on a separate set of routes (8 buses). Best Academy and Best East (part of Best Academy) are all located at 1300 Olsen Memorial Highway. The Mastery School (MS), located at 4021 Thomas Ave N, has four routes (MS20, MS21, MS22 & MS24) that serve exclusively Mastery students. Mastery students in the current configuration are otherwise distributed amongst six HP_BA routes and those routes drop at both locations in the AM. In the PM, a shuttle bus runs all the Mastery students to 1300 Olson Memorial Highway, where they disperse and board their PM HP_BA buses to get home. Best East (BAE) has Friday early releases at 2PM, separate from all other programs and schools.

Offerors are encouraged to propose new and more efficient ways to provide service to all The Schools and programs and are not expected to adhere to the structure of the current service in their proposals.

- 2) Currently, The Schools contracts for the use of 29 yellow buses and 6 general education vans. 33 special education (SPED) students are transported using 11 vans. At any given time, about 10-20 homeless & highly mobile (HHM) students are transported using a more dynamic & flexible van service, whose numbers vary. Field trips/athletics/charters average about 1-2 per week. Enrollment and transportation needs for SY2019-2020 are projected to be very similar to this year.
- 3) Both campuses will accept students in the morning as early as 7:45AM and require the loading of students no later than 3:45PM. Drop-off and pick-up windows can be negotiated for routes that are proposed to run between both campuses. Once drop-off and pick-up schedules are defined, 4mativ shall define an “On Time Window” of 10 minutes from the scheduled time when vehicles will still be considered “on time”.
- 4) The 2019-2020 school year will have an estimated 171 days of service with school starting on August 13th, 2019 and concluding on June 5th, 2020. A full school year calendar will be shared once it has been finalized.
- 5) Offerors’ pricing proposal must include pricing for the Base year as well as the two (2) Option Years (if exercised by 4mativ) and must not contain pricing that is to be negotiated or which is not fixed in the proposal.
- 6) The Contract will contain two specific and targeted provisions for Liquidated Damages only for the most serious performance deficiencies: unexcused failure to provide a scheduled service, and failure to notify of an accident or other safety-related incident where police or EMS are called, in accordance with the attached. The Liquidated Damages will be in addition

to any other remedies available to 4mativ for breach of contract, up to and including termination of the Contract.

- 7) Provision of routing services is not required as part of a Proposal, but each pricing proposal should indicate if routing for a particular service option is included in the price proposal. 4mativ is currently exploring the procurement of its own routing system that would allow it full control of all regularly scheduled routes, regardless of which vendor(s) are awarded contracts pursuant to this RFP. Offerors are invited, however, to explain how they could provide routing services under this agreement for any and all parts of the service – regardless of whether or not their technical proposal contemplates actually operating a particular service element or option.

MINIMUM PROPOSAL SUBMISSION REQUIREMENTS

1. **Technical Proposal.** Each submission shall include a technical proposal indicating which option(s) are being addressed in the proposal and which The 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.

A suggested (but not required) proposal outline is below:

- a. Background and summary information on the offeror, financial data & experience
- b. Safety & Compliance Program
- c. Operational Performance & Technology Plan
- d. Communications & Customer Service Plan

2. **Pricing Proposal.** Each submission should contain one or more pricing worksheets providing prices for each of the service options being proposed and a cost-out estimate using 2018-2019 stop-level data provided for regular GenEd service. Pricing shall include prices for Base Year and two (2) Option Years.

3. **Additional Required Attachments.** In addition to the technical and pricing proposals, offerors are required to include the following in their submissions:

A. A schedule for implementing the Agreement before the start of the service for the 2019-2020 school year should your firm be selected as the successful Contractor. The schedule should address:

1. Inspection of vehicles, facility and equipment
2. Year, make and model of all vehicles, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, wheel chair buses, wheel chair lift buses, etc.
3. Address of terminal facility
4. Selection of, and provision of all required training and background checks for

drivers as described in this RFP

5. Employee orientation and “dry runs”/practice runs for, especially to District routes and schedules

B. A job description summarizing the experience and qualifications of each position primarily responsible for the performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.

C. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the name(s) and title of management staff responsible for the successful servicing of this contract if awarded.

D. A listing of three references you currently provide transportation services for, or for whom you have provided services for in the past.

E. A sample of a driver manifest/route sheet, and a sample of the Contractor’s routed student-level data.

F. A sample monthly invoice as well as a sample supportive detail.

GENERAL TERMS & CONDITIONS TO OFFERORS

1. These proposal specifications and all general terms and conditions shall be affixed to the 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. The Contractor must adhere to all laws and policies of Minnesota and The Schools and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.
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 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 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 his/her/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

Contractor shall provide those reports 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. Reports may include, but are not limited to:

- Updated route assignments and student-level routed data in Excel (.xlsx) format
- Accident/Crash/Incident Reports
- Student Discipline/Behavior Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Driver Qualification Reports
- Bus Ridership Reports for each route (e.g. reports of inactive/dead stops)

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 must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance	\$1,500,000 Combined Single Limit
Commercial General Liability Insurance	\$1,500,000 Per Occurrence
Worker’s Compensation	Statutory
Umbrella Liability Insurance	\$2,000,000

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 cancelled except by thirty (30) days written notice to 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 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.

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. The Minnesota Government Data Practices Act, MN Statutes §13.02, et seq., regulates government practices involving data in the State. Minnesota law adopts the provisions in FERPA and includes some additional restrictions and requirements on the sharing of education data. 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 and MN Statutes Sections 13.02 et seq. 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, Minnesota Government Data Practices Act 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

The ultimate responsibility and authority to suspend or expel any student from transportation services shall rest with the 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 following 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 provide school bus safety training seminars for parents and students. The Contractor will also perform A, B or C type emergency evacuation drills to meet the specifications set in the Minnesota School Bus Driver's Handbook following the Minneapolis Public Schools evacuation schedule.

Each child identified as "special needs" or having an IEP (Individual Education Plan) must supply the Contractor with an Emergency Information Card to be kept by the school bus driver and contractor dispatchers in the event of an emergency. All information of this nature will be kept in strict confidence.

Student behavior is always a concern for the 4mativ and The Schools. 4mativ will work closely with the Contractor to identify and correct behavior that is unacceptable and considered a hindrance to safe operation of the school bus. Drivers will complete Incident Report Forms to assist in this process. The applicable School Administrator will institute corrective procedures up to and including removal or suspension of bus riding privileges as needed. Report forms are due to the School office no later than 48 hours after the incident and should have a response turn around not to exceed 3 business days. A copy of the 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.

13. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving The Schools personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District 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.

14. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, 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

In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, The Schools shall notify Contractor not later than 2 hours prior to such cancellation or delay. Neither 4mativ nor The Schools shall bear responsibility for costs of any routes or services cancelled with notice due to inclement weather.

16. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in The Schools' Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

17. 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.

18. 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. 4mativ will provide Contractor with standards and procedures for the approval of drivers' criminal backgrounds for hiring and retention purposes which shall comply with the law and which Contractor agrees to strictly adhere to.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by The Schools' policies, rules or regulations.

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 Staff 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

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to train drivers and other personnel to discourage the exposure of any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus or van nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus or van. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. 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 sub-contractor 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.

19. 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:

Contractor shall provide a time window for pick-ups, routes, or field trips/charters within which 4mativ or THE SCHOOLS can cancel individual pick-ups, trips or complete routes and not be subject to any charges for those trips, where vendor per pick-up or per trip pricing applies.

Contractor shall employ adequate standby drivers and vehicles to meet service demands, in a timely fashion, allowing for regular and reasonable driver absenteeism, vacations, vehicle inspections, and a reasonable vehicle downed-vehicle/maintenance assumption.

Contractor shall provide, inclusive in its cost for services, some 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.

Contractor shall agree to a minimum of a twice per week cycle of receiving changes or additions to existing routes or schedules and implementing changes or additions on routes.

Contractor shall provide a daily and current listing of what physical assets/buses/bus numbers are performing which scheduled routes.

20. DISINCENTIVES (LIQUIDATED DAMAGES)

The following Liquidated Damages, without limitation of 4mativ’s legal and equitable remedies for breach of contract, may be imposed by 4mativ if any of the following incidents or service failures occur:

Criteria	Standard	Penalty
Unexcused failure to provide a scheduled service.	Failure to provide service resulting in LD is defined as failure to pick up or complete a trip, with or without backup, within one (1) hour of the scheduled time without good and reasonable cause.	\$200 first incident; \$500 second or more.
Failure to notify of an accident or other safety-related incident where police or EMS are called.	Failure to notify responsible personnel of The Schools or 4mativ within 3 hours of an accident or a safety-related incident when police or EMS are called.	\$200 first incident; \$500 second or more.

21. EQUIPMENT

All school buses 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 school buses 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 Agreement.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom The Schools order services, including an adequate number of spares.

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

Buses must have some means of GPS tracking with data made available to 4mativ and staff at The Schools – either in real-time or via after-the-fact location and route path reporting. If available, Contractor shall allow 4mativ access to underlying GPS data or available APIs to receive real-time GPS and other data feeds from hardware installed on Contractor’s vehicles.

22. 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

Please provide proposed pricing & comments below for any and all options for which you are proposing to provide service. If pricing for one or more options is contingent on multiple specific options being awarded together, please fill out multiple pricing pages to show pricing with or without awards being made in combination. If more space is needed, offerors are permitted to recreate the pricing page in another layout or to refer to additional pages of detail in the table below.

	School(s) & Route(s) Proposed To Serve	Proposed Types and Quantity of Vehicles	Pricing	Pricing Comments
1. General Education School Bus				
2. Field Trip Bus or Van Service				
Additional Comments or Explanation				

Submitted By:

DATE: _____

FIRM NAME: _____

ADDRESS: _____

BY: _____

TITLE: _____

TELEPHONE: _____