

Request for Proposals

Daily Home-to-School and Field Trip Transportation
for 4mativ Technologies in management of services for Five (5) Houston Charter Schools:

Etoile Academy
Houston Classical Charter School
Reve Preparatory Charter School
Yellowstone Schools
Bloom Academy

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 16th, 2021. Proposals shall be submitted via email in MS Word or PDF form to carl@4mativ.org and shall include the subject line: “Response to 4mativ RFP for Five (5) Houston Charter Schools – [OFFEROR NAME]”

Proposals will be received at the above email address until 11:59 PM, May 7th, 2021. Proposals received after 11:59 PM, May 7th, 2021 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. **ALL QUESTIONS ARE DUE BY 11:59 PM, April 26th, 2021.** Questions will be answered and all questions shared via email with all prospective offerors and any amendments will be issued no later than April 30th, 2021.

Each Offeror is invited to submit a single technical proposal (containing all required forms outlined herein) & pricing sheet to 4mativ that addresses General Education School Bus service to one or more of The Schools. Offerors may submit multiple proposals for yellow school bus service to one or more of The Schools, or to operate some subset of the system’s total routes, as paired/tiered routes or stand-alone. Multiple pricing sheets may be submitted if pricing proposals are contingent on award of one or more of the services in combination. 4mativ desires – as much as is logistically possible -- to serve the whole system of five (5) schools with paired routes that serve a first tier school followed by a second tier school each day, AM & PM. Offerors are encouraged, however, to also propose how they might pair/tier any/some/all of these routes with routes they may run for other districts/schools in the Houston area in order to offer reduced pricing.

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 to be non-responsive.

Request for Proposals

Daily Home-to-School and Field Trip Transportation for 4mativ Technologies in management of services for Five (5) Houston Charter Schools:

Etoile Academy, Houston Classical Charter School, Reve Preparatory Charter School, Yellowstone Schools, Bloom Academy

OVERVIEW

Etoile Academy, Houston Classical Charter School, Reve Preparatory Charter School, Yellowstone Schools, and Bloom Academy (“The Schools”) of Houston, Texas, by and through their authorized contractor and transportation manager, 4mativ Technologies, Inc (“4mativ”), are requesting sealed proposals from interested and qualified yellow school bus service providers (“Offerors”) to contract with 4mativ to “Provide Student Transportation Services (the “Services”) for The Schools for the coming school year, 2021-2022 (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 2022-2023 and 2023-2024 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.

CURRENT TRANSPORTATION SERVICES AT THE SCHOOLS

Currently, The Schools have a mix of contracted service, in-house service, and for some this will be their first year with any transportation service for families. The schools’ respective addresses, required AM arrival times and PM bus arrival times (min and max acceptable), along with estimated number (a range that may vary depending on available school budgets and which will be finalized by June 2021) of full (>=71 pax Type C) buses required for SY2021-2022 are listed in the table below.

4mativ desires – as much as is logistically possible -- to serve the whole system of five (5) schools with paired routes that serve a first tier school followed by a second tier school each day, AM & PM. Offerors are encouraged, however, to also propose how they might pair/tier any/some/all of these routes with routes they may run for other districts/schools in the Houston area in order to offer reduced pricing. Offerors are also encouraged in the pricing table and narrative to propose how they’d provide and price van services if available, field trip/charter services, and the services of a bus aide or monitor.

School Data Summary Table 1

	Address	# Buses (min est)	# Buses (max est)	Earliest AM Drop	Latest AM Drop	Earliest PM Pick	Lastest PM Pick
Classical	6403 Addicks Clodine Rd, Houston, TX 77083	1	2	7:05AM	7:15AM	3:05AM	3:10PM
Reve*	6100 Ridgemont St, Houston, TX 77087	2	3	7:05AM	7:15AM	3:05PM	3:10PM
Yellowstone	3000 Trulley St, Houston, TX 77004	3	4	7:15AM	7:25AM	3:30PM	3:40PM

Bloom	3129 Southmore Blvd, Houston, TX 77004	2	3	8:00AM	8:15AM	4:05PM	4:15PM
Etoile	6648 Hornwood Dr, Houston, TX 77074	3	3	7:35AM	7:45AM	4:00PM	4:10PM
*Reve Prep also had early dismissals each Wednesday at 1:05PM							

Table 2 below lists the current zip codes where schools' routes begin in the AM and terminate in the PM. **Given pick-up and drop-off times and expected start/end location of routes, offerors should propose desired pairings in their proposal (if any) and may also stipulate maximum route lengths in the AM and/or PM to make pairings work including deadhead time.** 4mativ and The Schools are willing to adapt stop locations and route length in order to ensure pairing can work and optimal pricing is achieved.

The 2021-2022 school year will have an estimated 180 days of service with school starting on August 23rd, 2021 and concluding on June 10th, 2022. A full school year calendar for all schools will be shared once it has been finalized. **The schools' calendars MAY NOT align in terms of days off for professional development or school breaks, and schools make independent decisions about calendars, or cancellations due to weather, COVID-19 or other outbreaks or extraordinary events.**

School Data Summary Table 2

	Instructional Days	Start Date	End Date	Zip Codes Where Routes May Originate (AM) / Terminate (PM)
Classical	180	8/16/21	5/27/22	77099 / 77063
Reve	181	8/18/21	6/9/22	77099 / 77085 / 77053
Yellowstone	180	8/17/21	6/3/22	77045 / 77033 / 77025 / 77053 / 77035
Bloom	170	8/23/21	6/9/22	77077 / 77096 / 77048
Etoile	178	8/16/21	6/3/22	77099 / 77072 / 77045

RFP PROCESS AND AWARD SCHEDULE

Event:	Dates:
RFP Documents Released	April 16th, 2021
RFP Proposals Due Date	May 7th, 2021
Contract Award(s)	May 14th, 2021

Post-Award Timeline: The Contractor shall have all buses, routes, materials, and labor in place by July 23rd, 2021 for the 2021-2022 school year, beginning as early as August 16th, 2020. Practice runs (“Dry runs”) shall occur a minimum of one time for each route at no cost to 4mativ or The Schools, and no later than August 9th, 2020. All dates here are subject to change.

RFP SUBMISSION INSTRUCTIONS

Proposals shall be submitted via email in MS Word or PDF form to carl@4mativ.org and shall include the subject line: “Response to 4mativ RFP for 5 Houston Charter Schools – [OFFEROR NAME]” **Proposals will be received at the above email address until 11:59 PM, May 7th, 2021.** Proposals received after 11:59 PM, May 7th, 2021 will be rejected. Faxed or hard-copy mailed proposals will be rejected and not considered.

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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 relationship 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 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, chronic driver absenteeism or lack of coverage, etc.). After written notice, the Contractor shall be given a reasonable period of time in the sole discretion of 4mativ, but no less than two weeks, to 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 or at request of the Schools with no less than two weeks' 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.

DETAILED 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, 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 be present during any initial implementation phase with 4mativ and be able to meet regularly with 4mativ staff from July 2021 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;
 - Acquisition of required vehicles;
 - Occupation of terminal facility;
 - Recruitment/relocation, if necessary, of management and supervisory personnel;

- Selection, any necessary training, and employment of drivers;
 - Employee orientation, especially to routes and schedules;
 - Technical system configuration;
 - Routing and data processes;
 - 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. Please include in staffing dedicated contacts for Field Trips/Athletic buses, Routing, and Contract/Invoice questions.
 - **Maintenance, Fleet & Licensing**
 - 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 must be licensed by the USDOT and have TXDOT certificate. A copy of the TXDOT registration and Federal Motor Carrier Safety Administration registration and safety rating information should be included with the responses to this proposal.
 - **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.
 - **COVID / Pandemic Plan**
 - Offeror shall outline any planned ongoing preventative, precautionary, and preparedness efforts it will take in SY2021-2022 with respect to drivers, vehicles, students, facilities, and non-driving staff and how it is prepared adapt and respond to potential future outbreaks or changes in COVID risk or new guidance from federal, state & local authorities.
2. **Pricing Proposal.** Each submission should contain one or more pricing worksheets 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 service (including if/how tiering is incorporated), van services, field trips, or the services of a bus aide or monitor.
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**
- **Nonresident Bidder’s Certification – Form F**
- **Debarment or Suspension Certification – Form G**
- **Conflict of Interest Questionnaire – Form H**
- **Vehicle Operator Screening Information – Form I**
- **Child Support Certification – Form J**

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 Texas, and venue for any disputes arising thereunder shall be in Harris County, Texas and secondarily by the Uniform Commercial Code as adopted in the State of Texas and in force on the date of this RFP.

The Contractor must adhere to all laws and policies of Texas 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, 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 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, 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 certain data feeds from contractor fleet systems, including but not limited to GPS location data feeds.

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 has 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.

Data & Reports may include, but are not limited to:

- Updated route assignments and student-level routed data in CSV or Excel (.xlsx) format
- Live GPS location data feeds
- Student attendance / taps from electronic student attendance system
- 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 Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Driver Qualification Reports

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.

Contractor shall maintain such data and records in an accessible location and condition for a period of not fewer than three (3) years after final payment under this Agreement or until after final audit has been resolved, whichever is later. Contractor shall include the same audit and inspection rights and record retention requirements in all Subcontracts. The Contractor agrees to maintain all 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 Texas. 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 cancelled 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 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

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 twice annually in cooperation with 4mativ and The Schools.

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.

Students with IEPs requiring door-to-door/curb-to-curb transportation and students in grades K-5 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.

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 in a manner prescribed by 4mativ 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. Reports are due no later than 24 hours after the incident and should have a response turn around not to exceed 2 business days. 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.

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, flood, 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

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. In the case of any on-going or intermittent closures due to the COVID-19 or other disease outbreaks where days lost are NOT made up, non-service days will be paid to the Contractor 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. COVID-19 PREPAREDNESS / RESPONSE REQUIREMENTS

During the 2021-2022 school year and beyond as per the directives and guidance from the CDC and the state of Texas, the Contractor shall at all times comply with the following special pandemic procedures and any new procedures issued by 4mativ or The School. Contractor will also remain abreast of periodic new guidance from relevant government and health sources. 4mativ will also endeavor to keep all parties updated on latest recommendations for safe transportation and will advise the Contractor on how to meet specific requirements for The Schools.

Driver Screening, Training & Equipment.

- Contractor shall ensure drivers are trained and comply the following protocols:
 - Drivers shall perform hand hygiene before and entering the vehicle
 - Drivers shall wear masks at all times during student transport
 - Drivers shall keep windows and roof vents open to the extent practically possible and vents blowing in non-recirculation mode at all times
 - Drivers shall advise passengers to observe social distancing as much as possible within the vehicle -- i.e. loading of students from back-to-front, and unloading from front-to-back, and following designated seating plans as provided by The Schools and 4mativ
 - Drivers who feel ill shall stay home and consult their healthcare providers (and to alert dispatch & 4mativ as far in advance as possible about coverage issues).
 - Daily and pre/post trip cleaning of vehicles, in accordance with latest health & safety guidance
 - Drivers shall promptly report student behavior that endangers the public health of the driver and fellow classmates.
 - Drivers shall consent to report a temperature reading or be temperature screened every day by their employer
 - Drivers shall be provided by their employer with masks, gloves, and adequate supplies of approved COVID-effective cleaning supplies.

Cleaning & Disinfecting

- Vendors shall institute extra cleaning of common driver facilities, restrooms, etc. at their offices.
- All cleaning solutions should be EPA-approved (<https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19>)
- Cleaning protocols shall be in line with CDC recommendations

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.
- 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.
- h. Implementing any and all current COVID-19-related or other health and safety guidance

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 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.

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.

<p>Failure to notify of an accident or other safety-related incident where police or EMS are called.</p>	<p>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.</p>	<p>\$200 first incident; \$500 second or more.</p>
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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 – in real-time and for historical purposes, using a 3rd party AVL software. **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. If the Contractor does not have such GPS hardware installed, Contractor agrees to install hardware provided by 4mativ or to have drivers utilize 4mativ’s driver app on their cell phones.**

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. Leave blank or type N/A where you are not proposing services.

	School(s) & Route(s) Proposed To Serve (indicate whether TIERED or UNTIERED)	Proposed Types and Quantity of Vehicles	Pricing	Pricing Comments (indicate proposed tiering if any)
1. Yellow School Bus				
2. Van/Sedan Service (4/6/9 pax)				
3. Field Trip Service				
4. Bus Aide / Monitor				
Additional Comments or Explanation				

Option Year 1 Escalation % _____

Option Year 2 Escalation % _____

SIGNED _____

DATE: _____

BY: _____

NAME & TITLE _____