

**Solicitation Number: RFP #062723****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and HopSkipDrive, Inc., 360 E. 2nd St., Suite 325, Los Angeles, CA 90012 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Alternative Student and Client Transportation Solutions from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires August 8, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Supplier and Participating Entity are responsible for complying with all laws and regulations in the jurisdiction(s) where service is provided. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements as necessary to achieve the objective of this contract. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

SUPPLIER SHALL HAVE NO OBLIGATION TO INDEMNIFY AND HOLD HARMLESS SOURCEWELL AND ITS PARTICIPATING ENTITIES TO THE EXTENT THAT ANY SUCH CLAIMS OR CAUSES OF ACTION ARE SOLELY CAUSED BY THE ACTS OR OMISSIONS OF SOURCEWELL OR ITS PARTICIPATING ENTITIES.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, non-owned, and livery automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,500,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Sexual Abuse and Molestation Insurance.* During the term of this Contract, Supplier will maintain insurance to provide protection for claims of sexual abuse made against a policyholder and a policyholder's employees.

Minimum Limits:

\$1,000,000 per occurrence

\$2,000,000 – aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

HopSkipDrive, Inc.

DocuSigned by:
Jeremy Schwartz
By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 9/6/2023 | 3:28 PM CDT

DocuSigned by:
Harsit Patel
By: 550D3A59975849C...
Harsit Patel
Title: President
Date: 9/6/2023 | 1:33 PM PDT

Approved:

DocuSigned by:
Chad Coauette
By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 9/6/2023 | 3:42 PM CDT

RFP 062723 - Alternative Student and Client Transportation Solutions

Vendor Details

Company Name: HopSkipDrive, Inc.
Address: 360 East 2nd Street
Suite 325
Los Angeles, California 90012
Contact: JP Capulong
Email: rfp@hopskipdrive.com
Phone: 844-467-7547
Fax: 213-896-7528
HST#: 46-5434204

Submission Details

Created On: Thursday June 22, 2023 14:59:28
Submitted On: Tuesday June 27, 2023 14:58:58
Submitted By: JP Capulong
Email: rfp@hopskipdrive.com
Transaction #: 3e9d49ce-4625-4a6d-be7b-25e98b7f02ff
Submitter's IP Address: 75.84.222.154

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	HopSkipDrive, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	8FZP1
5	Proposer Physical Address:	360 E 2nd St, Suite 325 Los Angeles, CA 90012
6	Proposer website address (or addresses):	www.HopSkipDrive.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Harsit Patel President 360 E 2nd St, Suite 325 Los Angeles, CA 90012 hpatel@hopskipdrive.com (844) 467-7547
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Joe Brumfield Vice President of Business Development 360 E 2nd St, Suite 325 Los Angeles, CA 90012 jbrumfield@hopskipdrive.com (844) 467-7547
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	JP Capulong Director of Sales Intelligence and RFP Management 360 E 2nd St, Suite 325 Los Angeles, CA 90012 jpcapulong@hopskipdrive.com (844) 467-7547

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>HopSkipDrive was founded in 2014 in Los Angeles by three experienced professionals who are also working mothers. Together they have eight children, now ages 10 to 20. As a female-founded and female-led company, with a staff of experienced education professionals, we understand the stress of getting kids everywhere they need to go and created HopSkipDrive to fill this very real need.</p> <p>HopSkipDrive is the leader in innovative, safe, and scalable school transportation solutions. Using our RideIQ platform, we optimize transportation plans and operations while always being a step ahead of new transportation technologies, including electrification. Every HopSkipDrive CareDriver has passed background and vehicle safety checks and has a minimum of five years of caregiving experience. The flexible, dynamic CareDriver network can be readily scaled up or down to meet school demand. Safety at HopSkipDrive is always on. It enables us to go above and beyond industry norms, including certifying CareDrivers, monitoring each ride in real-time, and influencing industry-wide safety standards.</p> <p>HopSkipDrive is on a mission to create opportunity for all through mobility. We know that the difference between success and struggle can sometimes be as simple as the ability to show up. Schools, districts, counties, organizations, and families partner with HopSkipDrive for the transportation needs of a variety of youth, including students with IEPs, special education, youth experiencing homelessness, youth in the foster care system, and any riders in need of a little extra care.</p>	*
11	What are your company's expectations in the event of an award?	HopSkipDrive's expectations with Sourcewell is one of collaboration and partnership. We fully hope Sourcewell will announce the award to participating entities while HopSkipDrive market the partnership on print, digital, and direct marketing campaigns. With this award, our Sales executives will be able to win more opportunities and provide HopSkipDrive services to Sourcewell's membership.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	HopSkipDrive is a privately held company and under normal business practices does not provide financial details. Please see the attached letter from Bridge Bank's Senior Vice President Everardo Gomez in the document upload section of HopSkipDrive's response.	*
13	What is your US market share for the solutions that you are proposing?	Less than 10%, however in some of our more mature metro areas, HopSkipDrive maintains up to 50% market share.	*
14	What is your Canadian market share for the solutions that you are proposing?	N/A. HopSkipDrive, currently operates in the United States.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No - N/A.	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>b) Service Provider. HopSkipDrive employs a talented staff of sales professionals, implementation managers, software developers, trust and safety, and support specialists who all work together to offer our innovative, safety-driven TNC platform and solutions to school districts, non-profits, and government organizations. Our proactive, innovative, and relentless safety philosophy informs every level of HopSkipDrive's winning strategies for sales and service, from the rigorous CareDriver certification process and standards to our industry-leading technology and features like real-time communications and tracking for school staff as well as riders' community of care on each and every ride.</p> <p>HopSkipDrive rides scale based on demand, and our platform connects schools to a community of highly-vetted local CareDrivers ready to support individualized and small group transportation needs with as little as eight hour-notice. Known as CareDrivers because they have demonstrated caregiving experience and values of honesty, respect, and responsibility when they care for the individuals riding in their vehicles, the drivers on our platform are local independent contractors who use their own cars and meet some of the most stringent standards in the industry.</p>	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	As a transportation network carrier (TNC), HopSkipDrive is licensed and regulated by state public utilities commissions (PUCs). We are currently permitted to operate in 12 states and currently expanding.	*

18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A to HopSkipDrive.	*
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Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	HopSkipDrive prides itself in investing in our business and culture. HopSkipDrive's RideIQ Solutions was recently named in FastCompany's World Changing Ideas in Transportation list. Other awards and recognitions include Fast Company's Most Innovative Companies in 2022 (Transportation), Inc. 5000, Deloitte Technology Fast 500 2020 and 2021, BuiltIn's 2022 Best Places to Work, and more. Our CEO, Joanna McFarland, was nominated as an EY Entrepreneur of the Year LA Finalist and was voted one of the Best CEOs for Women by Comparably in 2021.	*
20	What percentage of your sales are to the governmental sector in the past three years	As a percent of opportunities won, 6% are from the governmental sector.	*
21	What percentage of your sales are to the education sector in the past three years	As a percent of opportunities won, 81% are from the education sector.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ASC - approximately \$3 million. Choice Partners - approximately \$2.7 million. Mohave Cooperative - approximately \$3.0 million. CESA - approximately \$130,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A to HopSkipDrive.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City and County of Denver	Susan Radaelli	(720) 944-6097	*
Detroit Public Schools Community District	Aaron Walter	(313) 216-5844	*
Milwaukee Public Schools	David Solik-Fifarek	(414) 475-8796	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Seattle Public Schools	Education	Washington - WA	Small vehicle transportation for various students including but not limited to homeless, foster, and special needs.	Transaction Size: Ride volume, represented by one month out of the year. 2023 - 10,000 2022 - 3,300 2021 - 1,500	2023 - \$7-9 Million 2022 - \$3 Million 2021- \$1 Million
LA Foster Youth Services	Government	California - CA	Small vehicle transportation for foster students.	Transaction Size: Ride volume, represented by one month out of the year. 2023 - 7,500 2022 - 7,000 2021 - 1,200	2023 - \$3-3.5 Million 2022 - \$3.2 Million 2021 - \$1.3 Million
Kent School District	Education	Washington - WA	Small vehicle transportation for various students including but not limited to homeless, foster, and special needs.	Transaction Size: Ride volume, represented by one month out of the year. 2023 - 3,600 2022 - 700 2021 - 0	Dollar volume 2023 - \$2.2-\$2.5 Million 2022 - \$800k 2021 - \$10k
Aurora Public Schools	Education	Colorado - CO	Small vehicle transportation for various students including but not limited to homeless, foster, and special needs.	Transaction Size: Ride volume, represented by one month out of the year. 2023 - 4,000 2022 - 1,700 2021 - 1,100	2023 - \$1.8-\$2.0 Million 2022 - \$1.2 Million 2021 - \$700k
Tolleson Union High School District	Education	Arizona - AZ	Small vehicle transportation for various students including but not limited to homeless, foster, and special needs.	Transaction Size: Ride volume, represented by one month out of the year. 2023 - 2,700 2022 - 3,800 2021 - 100	2023 - \$1.1-\$1.5 Million 2022 - \$1.5 Million 2021 - \$10k

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	HopSkipDrive's sales team includes more than 25 full-time employees based out of California, Washington, Florida, Texas, Arizona, Colorado, Michigan, the DMV, and more.
27	Dealer network or other distribution methods.	N/A to HopSkipDrive, as we do not utilize dealers or other distribution methods
28	Service force.	We have a comprehensive network of teams that support end-to-end success for each project, route, and ride, including dedicated cooperative purchasing support. With more than 80+ team members in CareDriver, Client, Trust and Safety, and Safe Ride Support roles, as well as an experienced team of Regional Management, Sales and Marketing Marketplace, and Operations personnel, our staffing levels ensure high-quality project management, supervision, route coordination, reporting, as well as real-time support and assistance for all HopSkipDrive users as well as our purchasing cooperatives.

29	Describe your ability to effectively establish an alternative student and client transportation program in a new service area.	<p>If a Sourcewell member requires HopSkipDrive to expand into a new market - assuming a ride minimums, regulatory requirements, etc are met - HopSkipDrive will create and cultivate a dynamic driver supply, which can be flexed up or down depending on a district's changing needs. HopSkipDrive will always find a ride to fit your member's needs, with no extra lift on your member's end as demand spikes. In addition, clients only pay for rides actually taken.</p> <p>While companies with a set number of employees or subcontractors can't easily scale to meet changes in ride volume. Our scalable solution enables HopSkipDrive to expand into new markets, establish and grow driver supply to support clients alternative transportation needs efficiently and reliably.</p>
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>HopSkipDrive's flexible, user-friendly RideIQ platform makes it easy for Ride Organizers to order/build new rides or edit existing ones. The main products used by schools are:</p> <p>One-Time Trips: These are rides that are booked as you need them, on the HopSkipDrive app or website. Rides should be booked at least eight hours in advance, but exceptions can be made.</p> <p>Ride Series: A Ride Series is a set of recurring rides that happen on a consistent schedule for the same Rider(s). You can set up a Ride Series with an end date as far as 12 months after the start date.</p> <p>Once Riders have been added to an organization's HopSkipDrive account, booking rides for those students is a snap. Ride organizers can book trips as they need them (as little as eight hours in advance), book recurring trips they know they'll need, as far in advance as you'd like, and edit or cancel scheduled trips with ease. When scheduling rides, clients will provide pickup and drop-off instructions, and note any information pertinent to a ride/Rider (e.g. booster seats, detailed notes on Rider needs, etc.).</p> <p>Pickup: Ride Organizers will provide clear and detailed pickup instructions for each ride. Often, naming a central meeting place at the pickup location will speed the process of pickup (e.g. "Park at school and meet Rider under flagpole on campus")</p> <p>Drop-off: Ride Organizers will provide clear and detailed drop-off instructions for each ride. If the CareDriver needs to walk a Rider to the drop-off location, sign in a Rider in the morning or sign one out in the afternoon or evening, we make it easy to communicate those requests and are glad to accommodate them.</p> <p>With HopSkipDrive's scalable network of CareDrivers, education rides are always guaranteed. Once a CareDriver claims a requested ride, Ride Organizers receive a photo profile of the CareDriver, including a brief bio as well as their vehicle make, model and license plate number. This information is also shared with Rider's caregivers through the HopSkipDrive Caregiver Application.</p>

31	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>The HopSkipDrive platform provides transparency through live GPS and telematics tracking so school staff and caregivers can see exactly where their Riders are at all times. Every HopSkipDrive ride is tracked in real-time, both via the app and by our Safe Ride Support team. Our industry-leading GPS technology enables the HopSkipDrive team to immediately pinpoint any abnormalities during a ride's progression, and to step in to provide assistance if the need arises. With a dedicated Safe Ride Support Specialist assigned to each and every ride, our in-house SRS team works proactively to ensure that every ride is a safe success.</p> <p>For schools and caregivers, this allows them to see exactly where their Riders are at all times. During every ride, caregivers associated with a Rider's account receive SMS/text messages when a Rider is picked up and dropped off. Caregivers can also log in to the HopSkipDrive app to see where their Rider is along the route, instead of having to reach out and get connected to school transportation staff. School transportation and other staff members responsible for coordinating and/or managing rides can track a ride-in-progress in RideIQ or with the HopSkipDrive app. School staff can follow along on a map to see driver and vehicle location along with estimated arrival and departure windows, updated live every step of the way.</p> <p>Caregiver contact: Schools are encouraged to always list the parent or legal guardian associated with a Rider's account. Once that individual's cell phone number is on file, that individual will receive a series of onboarding messages from us, prompting them to download the HopSkipDrive app. Regardless of whether they download the app, the caregiver will receive ride reminder texts along with texts that the driver has arrived, the Rider and driver have departed, and when the ride is complete.</p> <p>Emergencies: If something happens during a ride, HopSkipDrive Customer Support will place the first call to the primary point of contact associated with the ride. If they are not reachable, the CareDriver will try the emergency contacts for the Rider(s) involved.</p> <p>Live GPS Tracking: All rides are tracked in real time, both via the app and by our Safety Ride Support team. For schools and caregivers, this allows them to see exactly where students are at any point in time during the ride. Our Safe Ride Support team at headquarters is also looking at this to help assist CareDrivers, should there be a need. This real time detection of ride abnormalities allows us to step in immediately to assist in the event it is necessary.</p> <p>Customer Support: HopSkipDrive has a unique Community Experience team with two groups. The first is our Client Operations Team that handles troubleshooting, questions with rides, cancellations, changes to the ride, etc. The second is our Safe Ride Support Team. Each and every HopSkipDrive ride is assigned a dedicated Safe Ride Specialist whose sole job is to ensure the ride is a safe success!</p> <p>General customer support is available from 8am to 10pm PST, Monday through Friday. Safe Ride Support is available 1 hour before the first ride of each day, through to completion of the final ride of the day.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	HopSkipDrive's platform and service offerings align with the requirements and needs outlined in the RFP. HopSkipDrive is able, willing, and excited to provide our services to Sourcewell participating entities in the United States. We're proud to be raising the bar for safe school transportation solutions with industry-leading technology, a dynamic CareDriver supply, and winning strategies for safety and service. We look forward to partnering with Sourcewell participating entities to expand access to alternative transportation solutions and help more kids reach their full potential by providing a safe, dependable way to get them where they need to be.	*
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	N/A - as HopSkipDrive currently only provides services in the United States.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	HopSkipDrive is currently in 12 states: California, Nevada, Arizona, Washington, Colorado, Texas, Wisconsin, Michigan, Maryland (& Washington DC), Virginia, Florida, and Pennsylvania. During back to school 2023, we will be launching in 4 additional states: Missouri, Kansas, Tennessee, and Indiana. We are always looking to expand into other US based territories and states and will consider expansion opportunities on a case by case basis. HopSkipDrive is currently not servicing Canada.	*
35	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	HopSkipDrive is willing to service all Sourcewell participating entity sectors.	*

36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not currently operate in Alaska, Hawaii or the US Territories. However, we would be open to discussing opening a service offering in these markets if there is sufficient demand and the regulatory environment is favorable to the operation of a Transportation Network Company (TNC) in that market.	*
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Table 7: Marketing Plan

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	HopSkipDrive's Communications and Marketing Team sends evergreen weekly thought leadership email campaigns to key decision makers and stakeholders, as well as targeted marketing campaigns geared towards moving prospects and opportunities through the marketing funnel. Please see attachments for examples. HighSkipDrive also implements high-touch field marketing events planned for high value prospects and opportunities in the funnel.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	HopSkipDrive uses our website (www.hopskipdrive.com) to list client partnerships, as well as social media channels (Facebook, Instagram, LinkedIn, Twitter) for amplification. Please see attached example Digital Marketing campaign.	*
39	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's brand is one of the most trusted Purchasing Cooperatives in the industry. We hope Sourcewell promotes this partnership across their membership and highlights HopSkipDrive in Sourcewell newsletters and thought pieces. We'd also like to explore a hosting Sourcewell as a guest speaker for procurement related webinars. HopSkipDrive will leverage Sourcewell on informational one-pagers meant for email and in-event distribution. HopSkipDrive Sales Development and Sales Rep teams will develop a cadence to inform high value opportunities of this partnership. Marketing/Pardot email campaigns will also announce our award with Sourcewell. Further, for any contracts awarded through Sourcewell, we will include the name of the partnership as we communicate with other potential partners. This helps with social proof, trust and visibility.	*
40	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	HopSkipDrive offers an industry leading transportation management solution called RideIQ which allows clients to request, edit, track, and manage all aspects of their transportation services through HopSkipDrive. This system also allows parents and caregivers access to track their child's rides in real time, know the driver, and communicate with the driver. Clients have the ability to arrange guaranteed transportation with as little as 8-hours notice in less than two minutes flat, book ride series far in advance, and edit or cancel rides with ease.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	HopSkipDrive's powerful blend of purpose-driven technology, network of drivers and winning strategy for safe rides allows clients to fully experience a turnkey solution that makes it easy to arrange individual and small group transportation, customized to each Rider's unique schedule and needs. Our Safety & Experience team provides comprehensive training and support for clients, with designated teams delivering 1:1 onboarding and continuing training to assist clients in maximizing their utilization and familiarity with our offerings. Our Client Operations team works with each organization to define implementation timeline, determine custom reporting, and create plans to support district/organizational needs.	*
42	Describe any technological advances that your proposed products or services offer.	HopSkipDrive continually innovates on our industry-leading technology, proactively and strategically implementing new features and processes. For instance, HopSkipDrive utilizes GPS technology to track all rides, offering real-time visibility to parents and districts at each stage of the ride. Another tech-enabled safety measure is the use of mobile telematics to record any events of risky driving behavior, so that CareDrivers can continually improve on their safe driving. HopSkipDrive's RideIQ solves for the unique transportation challenges face by schools, districts, government agencies and other organizations, with features of RideIQ developed in direct response to intensive research and dialogue with partners. We're continuously rolling out new enhancements that make our clients' lives easier.	*

43	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Backed by Energy Impact Partners, a global investment platform leading the transition to a sustainable energy future, HopSkipDrive plays a vital role in reducing carbon emissions resulting from inefficient student transportation systems. HopSkipDrive is working to create a greener and more efficient transportation solution by helping school districts rightsize their student transportation infrastructures and working with CareDrivers to transition to electric vehicles affordably..</p> <p>Our CareDriver vehicle network significantly outperforms both traditional yellow school buses and regular passenger vehicles in the progression to zero-emission. While less than 2% of vehicles in the U.S. are hybrid or EV, 19% of CareDriver vehicles are hybrid or EV. These numbers are even high in some of our largest markets: more than 40% of the CareDriver Vehicle network in Seattle is hybrid or EV. HopSkipDrive is more than 4x more fuel-efficient than the average school bus. Replacing underutilized bus routes with 1-4 CareDriver vehicles enables schools to lower financial and environmental costs, and augment existing transportation options.</p>	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A - Utilizing our proprietary RidelQ technology platform and operational expertise, we offer route optimization solutions that help districts replace inefficient bus routes and reduce the overall number of required buses in their fleet. This, in turn, decreases the investment required to replace diesel bus fleets with electric ones. Over the next few years, HopSkipDrive looks forward to introducing programs and partnerships that support even more CareDrivers in the transition to EVs. We're committed to working to ensure that every student has a safe, reliable - and eco-friendly - way to get to and from school.	*
45	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A to HopSkipDrive	*
46	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>HopSkipDrive is raising the bar for student transportation. We work with our partners to provide innovative, technology-driven transportation solutions that are adaptable, reliable, safe and efficient. Some key features that set us apart from other alternative student transportation solution include:</p> <p>All HopSkipDrive CareDrivers have at least 5 years of prior caregiving experience. No other solution in the industry offers the same.</p> <p>HopSkipDrive's unique scheduling tool, RidelQ, makes scheduling and managing rides easy and efficient.</p> <p>HopSkipDrive's proprietary Safe Ride Support System provides end-to-end ride visibility in real-time to all parties associated with a ride. Our Safe Ride Support team monitors each ride, proactively solving any potential issues. School transportation teams and caregivers can also track rides in real-time, ensuring unparalleled transparency every step of the way.</p> <p>Our innovative TNC model offers scalability, flexibility, cost-efficiency, and purpose-driven technology. We can book rides with eight hours notice, and driver supply scales with your transportation needs.</p> <p>We go above and beyond when it comes to safety. The results speak for themselves and we publish our safety results annually. We encourage you to read through our most recent Safety Report, which will go live on our page tomorrow at: https://www.hopskipdrive.com/hopskipdrive-safety-report-2022</p>	*
47	Describe how you ensure operational efficiency in your routing.	<p>HopSkipDrive's powerful combination of inn technology and our team's operational expertise will help assess and optimize transportation plans.</p> <p>Analyzing district transportation data, HopSkipDrive RidelQ will determine opportunities for optimization and strategies to better meet the needs of all students.</p> <p>We'll identify underutilized routes that can be more cost-effectively supplemented with non-school bus transportation and a flexible driver supply. This, in turn, will get more students safely to school, improve on-time arrival rates, shorten commute times, reduce transportation costs and decrease the need to hire additional CDL drivers.</p> <p>Within our platform HopSkipDrive uses a Google Maps API to ensure every route is designed to take the most efficient path based on local traffic and road conditions.</p>	*

48	Describe how you maintain driver consistency for students.	When a Ride Organizer sets a recurring ride series, the same CareDriver generally claims all or most of a student's recurring trips. In a 90-day snapshot of HopSkipDrive rides, single Riders had an average of 1-3 different CareDrivers. We believe driver consistency is part of the total experience, and not having the same driver one day doesn't preclude a positive, consistent experience. This flexibility in assigning rides ensures consistent quality of service, precluding the need for substitute drivers or unexpected changes, and connecting Riders and their families with a trusted community of caregivers on wheels. The HopSkipDrive experience is always consistent across multiple touchpoints, so Riders can feel comfortable on every ride.	*
49	Describe how you communicate with drivers during serviced trips.	Every HopSkipDrive ride is tracked in real-time, both via the app and by our Safe Ride Support team, with a dedicated Safe Ride Support Specialist monitoring each ride on our platform. Our industry-leading GPS technology enables Safe Ride Support to immediately pinpoint any abnormalities during a ride's progression, and to step in to provide assistance if the need arises. With a dedicated Safe Ride Support Specialist assigned to each and every ride, our in-house SRS team works proactively to ensure that every ride is a safe success. Additionally, ride organizers/school staff and caregivers associated with a Rider's account are able to connect to our Safe Ride Support team as well as the CareDriver. HopSkipDrive's Safe Ride Support team monitors every ride in real time and can answer your questions any time you need to know what's happening on an active ride. School staff and caregivers associated with a ride are also able to call or text the CareDriver using masked phone numbers while the ride is in progress.	*
50	Describe your business continuity and disaster recovery plan.	The objective of this Business Continuity Plan is to document and coordinate the recovery of critical business functions and support HopSkipDrive business continuance in the event of a serious disruption in activities. We have identified five critical points of potential failure that may impact operations: Communications systems HopSkipDrive technology platform Physical offices Crisis situations (e.g. natural disasters) Key personnel disruption/absenteeism HopSkipDrive is happy to provide Sourcwell a copy of our Business Continuity and Disaster Recovery Plan post-award.	*

Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
51	Describe any performance standards or guarantees that apply to your services	Rides booked by 8p the night before for AM routes and 8 hours before for PM routes are guaranteed a CareDriver. Last minute requests require at least 1 hour notice. When a ride is delayed and extremely late we will communicate status with our partner.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	90% on time arrival to pickup >1% issue rate (rides that need intervention by our Trust & Safety team) Consistent Telematics score of 80+ Ongoing clean background and driving record All CareDrivers have 5+ years caregiving experience	*

53	Describe your screening process for your drivers.	<p>As a new type of driver supply utilized in partnership with school districts across the country to fulfill diverse student transportation needs, the CareDriver Network has to be reliable, flexible and, above all else, trustworthy. We've thought carefully about the requirements to become a HopSkipDrive CareDriver, developing a rigorous vetting process and stringent qualifications to ensure that only the most qualified individuals go on to drive on the platform. We also invest in predictive tools and technology to identify and recruit CareDrivers who are more likely to claim rides, drive frequently and accrue experience that will make them safer and more dependable. Our 15-point CareDriver certification process was developed to ensure trusted individuals with caregiving experience could access the platform. The result is that CareDrivers are more than drivers, they're caregivers on wheels.</p> <p>In order to access our platform, potential CareDrivers must meet the following criteria.</p> <ul style="list-style-type: none"> *Caregiving Experience: Have a minimum of 5+ years of caregiving experience, at least 3 of it child-specific. *Criminal Record Check: Pass a comprehensive search of county, state, and national records, including the global watchlist and sex offender registries. *Fingerprinted: Pass a fingerprint-based background check. *Child Abuse and Neglect Scan: Receive state-level clearance from the Department of Human Services database. *Valid Driver's License: Submit proof of valid driver's license. *Driving Experience: Have a minimum of 3 years of driving experience. *Good Driving Record: Pass an initial motor vehicle history search, as well as ongoing monitoring for new driving infractions. *Age 23 or Older *Own or Lease a Vehicle Not More Than 10 Years Old, seating 4 to 7 Passengers *Submit Proof of Registration *Submit Proof of Insurance consistent with State Law. HopSkipDrive requires personal auto insurance coverage and provides commercial insurance on our end; going above and beyond statutory requirements. *Pass a 19 point vehicle inspection by a certified mechanic. This inspection is repeated annually to ensure that CareDriver's cars remain in good working order. *Complete a Live Orientation with a Member of the HopSkipDrive Team *Adopt the HopSkipDrive Community Guidelines *Adopt Zero Tolerance Policies for the use of drugs or alcohol while driving, nondiscrimination, no-touching, and no-cell phone usage.
54	Describe the elements of your employment process, to include information such as your verification process to identify whether an individual has been convicted of any crime, including sex related, child abuse, or domestic violence related offenses, before an offer of employment is made.	<p>HopSkipDrive ensures that all CareDrivers will have background checks, including child abuse and neglect checks, fingerprint-based checks against FBI databases and criminal record checks against county, state, national, sex offender, and global watchlist records. In addition to the background checks and fingerprinting, HopSkipDrive also implements initial and ongoing Motor Vehicle Record reviews through DMV. Every CareDriver is enrolled in continuous monitoring, so that HopSkipDrive is alerted of any changes to criminal and driving records once drivers have joined the platform. In addition to rigorous applicant screening,</p>
55	Has your company ever had an incident involving a driver which resulted in an allegation of sexual abuse? If so, was a claim made against your company and how was it resolved?	N/A.
56	Describe your pre-hire employment-related reference check process.	<p>With the safety of the entire HopSkipDrive community being of the utmost importance, we administer the most extensive background checks possible, including comprehensive searches of county, state, and national criminal records, a social security trace, the global watchlist and sex offender registries, and fingerprint-based criminal history searches against FBI databases. Anyone who is interested in becoming a HopSkipDrive CareDriver is required to complete a Child Abuse and Neglect Screening (CANS). Each state has its own set of rules and steps for completing this process, and CareDriver hopefuls must receive State-level clearance from the Department of Human Services database to be eligible for access to the HopSkipDrive platform.</p>

57	Describe your initial and ongoing drug and alcohol testing programs required for your drivers.	<p>Safety is HopSkipDrive's #1 priority, which is why we have developed the following proactive measures related to enforcement of HopSkipDrive's Zero-Tolerance Policy for drug and alcohol use to ensure that all CareDriver applicants can provide safe and reliable transportation.</p> <p>Background Checks: HopSkipDrive screens all CareDriver applicants for drug and alcohol-related offenses through its comprehensive background check process prior to permitting a CareDriver to access the HopSkipDrive app. Through the use of state and federal wrap back procedures and ongoing DMV motor driver/vehicle notifications, HopSkipDrive is able to continuously monitor the criminal history of all CareDrivers.</p> <p>Zero-Tolerance Policy: All CareDrivers must adhere to HopSkipDrive's strict Zero-Tolerance policy for use of drugs or alcohol while driving. Although not required to do so, key HopSkipDrive management personnel undergo U.S. Department of Transportation reasonable suspicion training. Any CareDrivers suspected of violating the Zero-Tolerance policy will not have access to the app pending full investigation. As part of an investigation, HopSkipDrive may ask a CareDriver to submit to drug or alcohol testing. Any CareDrivers found to have violated the Zero-Tolerance policy will be permanently deactivated from the app.</p> <p>Reasonable Suspicion and Post-Accident Drug and Alcohol Testing: HopSkipDrive enforces a reasonable suspicion and post-accident drug and alcohol policy. Where there is reasonable suspicion that a CareDriver is under the influence during a ride or is involved in an accident, HopSkipDrive will ask that the CareDriver submit to drug and alcohol testing. HopSkipDrive reserves the right to immediately deactivate any CareDrivers who refuse to submit to testing or for whom there is otherwise suspicion of illegal drug or alcohol use while driving for HopSkipDrive.</p>
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58	Describe your ability to keep the agency, faculty, and guardians of students up to date on serviced trips during all hours of operation.	<p>HopSkipDrive's purpose-built technology and proven strategies for safety and service enable unparalleled transparency, communication, and support to all parties in a Rider's community of care n. Organizations, personnel, caregivers, associated with a Rider's account.</p> <p>Better Technology: Our technology is one of the cornerstones of what makes HopSkipDrive so successful in providing reliable and safe transportation solutions for students. Our mobile application enables both school personnel and parents/guardians to manage and update Riders and their schedules. Through the mobile application, they can: book/change/cancel rides; view CareDriver profiles with photos, bios, and vehicle information for all matched rides; manage Riders where they are marked as a caregiver for, including updating their photos, safety settings, and contact information; view details of all completed rides, including distance traveled; and more. The CareDriver app is integrated with a leading telematics solution, which measures CareDriver driving behavior and safety to record any incidence of the six most dangerous driving behaviors: speed, hard braking, hard acceleration, device use, swerving, and more. These measurements are used to evaluate CareDrivers' caution, control and focus while on the road.</p> <p>Direct Communication During Rides: Our RideIQ platform enables HopSkipDrive to offer direct lines of communication for all parties associated with a ride, every step of the way. During rides, school personnel and caregivers associated with a rider's account are able to connect to our Safe Ride Support team as well as the CareDriver. HopSkipDrive's Safe Ride Support team monitors every ride in real time and can answer your questions any time you need to know what's happening on an active ride. School staff and caregivers associated with a ride are also able to call or text the CareDriver using masked phone numbers while the ride is in progress.</p> <p>Caregiver Contact: Schools are required to list a primary caregiver, such as a parent or legal guardian associated with a rider's account (ride organizers may add up to five contacts to each account). Once a caregiver's phone number is on file, they will receive a series of texts onboarding them to the HopSkipDrive platform, along with an automated phone call introducing them to HopSkipDrive. They will also receive text messages about the ride in progress, regardless of whether they download the mobile app. This includes texts that the driver has arrived, the Rider and driver have departed, and when the ride is complete. If something happens during a ride, HopSkipDrive Safe Ride Support will place the first call to the primary point of contact associated with the ride. If they are not reachable, the CareDriver will try the emergency contacts for the rider(s) involved.</p> <p>You'll Always Be In the Know: HopSkipDrive's industry-leading GPS and telematics features also enable everyone in a Rider's community of care to have unparalleled, real-time transparency throughout each trip. School transportation and other staff members responsible for coordinating and/or managing rides can track a ride-in-progress in RideIQ or with the HopSkipDrive app. School staff can follow along on a map to see driver and vehicle location along with estimated arrival and departure windows, updated live every step of the way. Before and during every ride, caregivers associated with a Rider's account receive SMS/text messages when a Rider is picked up and dropped off. Caregivers can also log in to HopSkipDrive's Caregiver app to see where their Rider is along the route, instead of having to reach out and get connected to school transportation staff.</p> <p>Safe Ride Support: Every HopSkipDrive ride is tracked in real-time, both via the app and by our Safe Ride Support team. Our industry-leading GPS technology enables Safe Ride Support to immediately pinpoint any abnormalities during a ride's progression, and to step in to provide assistance if the need arises. With a dedicated Safe Ride Support Specialist assigned to each and every ride, our in-house SRS team works proactively to ensure that every ride is a safe success.</p>	*
59	Identify what authorities your transportation services are regulated by such as Public Utilities Commission(s) (PUCs), Department of Education (DOE), Department of Motor Vehicles (DMV), or Other (describe).	HopSkipDrive operates as a Transportation Network Company (TNC), which is regulated by various state agencies holding us to strict TNC regulations. In some cases, we are also subject to state Department of Education regulations.	*
60	Describe how your drivers are licensed in accordance with all applicable Federal and state laws, policies, and regulations.	CareDrivers on the HopSkipDrive platform are local independent contractors who drive their own vehicles. All CareDrivers must provide proof of a valid driver's license as part of the CareDriver certification process (outlined above) and as well as any applicable state or local requirements (e.g. All CareDrivers driving in the Seattle metro area must have a for-hire permit and decal issued by King County).	

61	Describe your ability to provide appropriate and compliant vehicles, equipment, and trained drivers to meet the needs of each specific trip. This includes wheelchair accessible vehicles, proper mobility devices and equipment, car seats, booster seats, and drivers trained to handle everything from behavioral challenges to special equipment needs.	<p>The HopSkipDrive platform connects our partners to a community of highly-vetted CareDrivers, ready to support individualized and small group transportation needs with as little as eight hour-notice. CareDrivers are local independent contractors who use their own cars and meet some of the most stringent standards in the industry. As of today, there are more than 7,000 CareDrivers on the HopSkipDrive platform nationwide. HopSkipDrive's administration system maintains the most accurate and real-time data of all onboarded drivers. By using RideIQ, a Ride Organizer may pull up details about all rides, including information about all CareDrivers associated with completed and upcoming rides, with driver profiles, photos, and vehicle information. Riders' caregivers can also view CareDriver and vehicle information for their students' trips through HopSkipDrive's Caregiver App.</p> <p>Vehicle Standards: CareDriver vehicles must meet all HopSkipDrive vehicle standards as well as all applicable industry and state department of motor vehicle requirements for a vehicle of its kind, be in good operating condition, and have four doors and room to seat four to seven passengers. In order to be cleared for use via the HopSkipDrive platform, CareDriver vehicles must be no more than 10 years old, have a current registration and pass initial and ongoing inspections (outlined below) to ensure all vehicles are in good condition. Any vehicle used to drive on HopSkipDrive' must pass an initial 19-point inspection by a certified mechanic conducted prior to the start of service and annually thereafter. HopSkipDrive assists CareDrivers with and monitors such compliance using its online workflow and database system.</p> <p>Vehicle Inspections: The 19-point vehicle inspection is an industry standard used to evaluate car safety and operability. It covers everything from brakes to seat belts. During Initial and annual inspections, a certified mechanic will check: foot brakes, emergency brakes, steering mechanism, windshield, rear window and other glass, windshield wipers, headlights, tail lights, turn indicator lights, stop lights, front seat adjustment mechanism, doors (open, close, lock), horn, speedometer, bumpers, muffler and exhaust system, tire condition (including tread depth), interior and exterior rear-view mirrors, and safety belts for driver and passengers. CareDrivers are required to maintain their vehicles in good condition at all times, including repairing any cosmetic damages. All CareDriver vehicles are also required to pass additional visual inspection by a member of the HopSkipDrive operations team to check for cleanliness, dents, and scrapes.</p> <p>Daily Safety Checks: In addition to successful completion of initial and annual inspections and ongoing vehicle maintenance, CareDrivers complete a Daily Safety Check through the CareDriver app prior to their first ride of the day, including a Health Check and a Vehicle Check. For their Vehicle Checks, CareDrivers inspect and confirm that key areas are all in good working, including:</p> <ul style="list-style-type: none"> Body: bumpers, doors, windows, windshields, wipers, mirrors Lights: headlights, tail and brake lights, turn signals Engine: motor, exhaust, mufflers Drivetrain & brakes: wheels, tires, steering, foot brakes, parking brakes Interior: seat, seatbelts, rear-view mirror, horn, speedometer HopSkipDrive decals and phone mounts Rider notes reviewed prior to the day's rides <p>In the event that any issues (e.g. driver illness, vehicle defects) are noted during a CareDriver's daily Health and/or Vehicle Checks, the driver's account is paused immediately and scheduled rides for the day are removed and reassigned. HopSkipDrive's CareDriver Support team will reach out to the CareDriver with resources and assistance. If and when vehicle defects are identified, CareDrivers' accounts are paused until HopSkipDrive has reviewed and approved proof that the identified issues have been corrected, and drivers have completed a recertification process.</p> <p>Equipment: HopSkipDrive provides booster seats free of charge for every ride. As a platform designed to support Riders ages 6+, we do not provide car seats, requiring clients to provide and install their own car seats for no additional fee. HopSkipDrive requires adults (e.g. school staff, caregivers) to install and uninstall car seats at pick up and drop off locations.</p> <p>Accessibility: As a sedan-based TNC, HopSkipDrive can support foldable wheelchairs that can be stored in a standard-sedan storage compartment. Ride Organizers should include this information in the pick-up notes so that CareDrivers can ensure sufficient space in their vehicles prior to the scheduled ride.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Payment terms are net30 and we accept credit card, ACH, and check payments.
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A to HopSkipDrive.
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have included a copy for the Sourcewell RFP submission reflecting a "Piggyback" Sales Agreement.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	No.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	<p>Base Fare is a fixed cost per trip mobilization fee. Allows client to book rides at least 8 hours in advance.</p> <p>HopSkipDrive maintains accurate daily records of student names, pickup and drop off location and time, which includes mileage. The total mileage charge for each ride is calculated based on the mileage traveled by the vehicle multiplied by the Per Mile Fee ("Mileage Charge") and added to the Base Fare.</p> <p>1) West (CA, WA, CO): \$40.00 base + \$2.50 per mile *Minimum \$55.00 per one-way trip</p> <p>2) Southwest (TX, AZ, LV) \$30.00 base + \$2.75 per mile</p> <p>3) Midwest (WI, MI): \$38.00 base + \$2.50 per mile *Minimum \$50.00 per one-way trip</p> <p>4) Southeast (FL): \$33.00 base + \$2.75 per mile *Minimum \$55.00 per one-way trip</p> <p>5) Northeast: \$33.00 base + \$2.75 per mile *Minimum \$55.00 per one-way trip</p> <p>Please see attached Pricing Schedule for more details.</p>
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	3-5%.
68	Identify your minimum trip fee and the number of miles it includes.	<p>Depending on location and local CareDriver supply and demand, HopSkipDrive may require a minimum ride commitment and/or minimum mileage per trip. Examples include: Minimum Ride Commitment - 30 rides per day. Minimum Mileage - 8 miles per ride.</p> <p>Please see attached Pricing Schedule for more details.</p>
69	Describe any quantity or volume discounts or rebate programs that you offer.	A 5% discount will be applied when a district meets or exceeds an average of 50 daily trips in a given month.

70	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Additional Background Checks administered by 3rd party agencies above and beyond HopSkipDrive's standard practices. Enhanced Driver Vetting which includes CPR training, TB Screening and first aid certification. Please see attached Pricing Schedule for more information.	*
71	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Regulatory Fees: When required by local regulation, Regulatory Fees may be applied and amended - based on regulatory changes - without the need for an amendment to the Agreement. Fuel Surcharge: When the average gasoline price exceeds \$5.00 per gallon, the per mile rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. For example, if the price of gasoline according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found on the following website: https://www.eia.gov/	*
72	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A to our as-needed TNC solution. The HopSkipDrive platform connects organizations/entities with a local network of highly-vetted CareDrivers that scales with transportation needs to provide true reliability, even when demand spikes. Rides can be booked on an as-needed basis, and the cost-savings of HopSkipDrive's pay-for-what-you-use model saves partners millions of dollars.	*
73	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A to our type of solution (described above) HopSkipDrive does not currently operate outside of the contiguous U.S. states.	*
74	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A to our type of solution.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
75	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
76	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell. Provide sufficient detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template.	HopSkipDrive utilizes tableau to list all co-op accounts + revenue for MEC. At the end of every month, we reconcile the amounts on the report with QBO and calculate the estimated fee to accrue for the month. And we keep track of the filing frequency in a separate document.
77	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	HopSkipDrive will track a myriad of internal records, including CSAT, On Time Arrival rates, Inbound SLAs, ZenDrive, Incident Rate, Contact rate.
78	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2% of vendor's sales under the Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
79	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HopSkipDrive is a technology-enabled school transportation solution. Districts can easily schedule individual or small-group rides in HopSkipDrive's RideIQ platform. These rides are then completed by independently-contracted and highly-vetted CareDrivers. CareDrivers, who are sourced and vetted by HopSkipDrive, must pass a 15-point certification process, including a required minimum of five years of caregiving experience, multiple fingerprint-based background checks, driving record checks, and more. Districts and caregivers on a students' account can track each ride in real-time, and receive notifications throughout each stage of the ride. HopSkipDrive's Safe Ride Support team also monitors each ride in real-time, proactively solving potential issues. Please also see attached 1 sheet and Bid Document.
80	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	*McKinney Vento *Special needs *Out-of-district trips requiring out-of-district coordination *Trips for offsite career readiness programs *Other types of trips which are difficult to service

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
81	McKinney Vento	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Special needs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Out-of-district	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Trips requiring out-of-district coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Trips for offsite career readiness programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Other types of trips which are difficult to service (If yes, describe fully in the comments field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	HopSkipDrive complements the yellow school bus, filling in for special circumstances where the bus isn't the best form of transportation. Schools, districts, county agencies and nonprofits contract with HopSkipDrive to fulfill the transportation needs of a variety of youth, including students with IEPs, special education, youth experiencing homelessness, and youth in the foster care system, and any Rider in need of a little extra care. HopSkipDrive also provides rides for Seniors.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Sourcewell Price Sheet 6.27.23.pdf - Tuesday June 27, 2023 13:58:31
 - [Financial Strength and Stability](#) - SW HopSkipDrive Bank Letter of Support 6.21.23.pdf - Tuesday June 27, 2023 12:45:06
 - [Marketing Plan/Samples](#) - Marketing Examples & Plan.pdf - Tuesday June 27, 2023 12:54:13
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Standard Transaction Document Samples](#) - HSD Template Sales Agreement - Piggyback with Sourcewell Participating Entity .pdf - Tuesday June 27, 2023 12:56:53
 - [Upload Additional Document](#) - HopSkipDrive Bid Doc & RideIQ One-Pager.pdf - Tuesday June 27, 2023 14:55:37
 - Requested Exceptions (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Paul Capulong, Director of Sales Intelligence and RFP Management, HopSkipDrive, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Alternative_Student_Transportation_RFP_062723 Thu June 15 2023 01:34 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Alternative_Student_Transportation_RFP_062723 Tue June 6 2023 01:07 PM	<input checked="" type="checkbox"/>	3
Addendum_4_Alternative_Student_Transportation_RFP_062723 Mon June 5 2023 11:39 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Alternative_Student_Transportation_RFP_062723 Thu June 1 2023 04:22 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Alternative_Student_Transportation_RFP_062723 Thu May 11 2023 05:14 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Alternative_Student_Transportation_RFP_062723 Tue May 9 2023 04:21 PM	<input checked="" type="checkbox"/>	1