



## PURCHASING AND SUPPLY SERVICES

Keith Stewart, Director | [keith.stewart@pgcps.org](mailto:keith.stewart@pgcps.org)  
13300 Old Marlboro Pike | Upper Marlboro, MD 20772 | 301-952-6560

### NOTICE OF CONTRACT

September 8, 2023

**Everdriven Technologies, LLC**  
**5680 Greenwood Plaza Blvd**  
**Greenwood Village, CO 80111**  
**Contact: Garret Bernal**  
**Phone: 571,289.7754**  
**Email: [gbernal@everdriven.com](mailto:gbernal@everdriven.com)**

**Diane Forde/JS**  
**Telephone: 301.952.6560**  
**Email: [Diane.Forde@pgcps.org](mailto:Diane.Forde@pgcps.org)**

**Tech Contact: Tynika Strayhorn**  
**Tech Email: [Tynika.Strayhorn@pgcps.org](mailto:Tynika.Strayhorn@pgcps.org)**

**SUBJECT: Rider – Everdriven Technologies, LLC - Omnia Contract R190401**  
**Alternative Student/Customer Transportation**

**Everdriven Technologies**, has been selected as the vendor to provide services in accordance with the above-mentioned **Omnia Contract Alternative Student/Customer Transportation**. This contract sets-forth the terms and conditions and is provided for your review and acceptance. Any changes or additions made by your company must first be accepted by the Purchasing Division before the contract is valid.

The intent of this contract is to provide the Board of Education of Prince George's County with an expedited means of procuring qualified goods and services. This contract is for the convenience of the Board and is considered by the Board to be a "Non-Exclusive" use contract. The Board does not guarantee any usage. The Board will not be held to purchase any particular brand, in any groups, prices or discount ranges.

**THIS NOTICE OF AWARD IS NOT AN ORDER TO COMMENCE SERVICE/WORK OR TO MAKE DELIVERIES** at this time. Authorization for mobilization or commencement of work is forbidden unless a Notice to Proceed (NTP) has been issued. If a NTP has not been issued, work shall not commence until Awardee is in receipt of a Purchase Order signed by the Purchasing Agent.

Failure to sign the contract award via ADOBE and return all required documents within the specified time of **FIVE (5) BUSINESS DAYS**, may rule your offer null and void and, therefore, award shall be made to the next lowest responsive bidder.

The Director of Purchasing and Supply Services will execute the NOA upon review and acceptance of required documents electronically.

#### **iSUPPLIER REGISTRATION**

All Awardees must be registered in iSupplier in order to conduct business with PGCPS. To access iSupplier, please utilize the following link: <https://www.pgcps.org/offices/purchasing/isupplier>

Awardees must provide their iSupplier Number at the time the **Notice of Award is signed**.

- If your company is not properly registered as an Awardee, PGCPS will not sign the contract. Further, failure to register in iSupplier within the time period specified, shall rule your offer null and void. PGCPS reserves the right to rescind the award notice issued in favor of your company and award the contract to the next lowest responsive bidder.

**INSURANCE**

Certificate of Insurance, naming as a Certificate Holder the **BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY, UPPER MARLBORO, MARYLAND**, must be submitted to the Office of Purchasing and Supply Services in Room 20 with the returned signed NOTICE OF AWARD WITHIN **FIVE (5) BUSINESS DAYS**. The Certificate should reference the bid number and project name as it appears on this contract document. It will be the responsibility of the Contractor to ensure that a **current** Certificate of Insurance in compliance with the current contract is on file with the Office of Purchasing and Supply Service during the entire period of the contract.

**CONTRACT AWARD AMOUNT****Total Estimated Contract****\$450,000.00****CONTRACT TERM**

The term of the contract will be **through September 6, 2024**.

**OPTION TO RENEW CONTRACT – N/A**

Upon satisfactory service and by mutual agreement the BOARD OF EDUCATION OF PRINCE GEORGE'S COUNTY reserves the right to renew the contract. The term of the renewal shall not exceed three (3) year periods. Renewals shall not exceed available options under the current contract without prior approval from the Purchasing and Supply Services Director.

**AVAILABILITY OF FUNDS**

This contract shall be deemed executory only to the extent of appropriations available to the BOARD for the purchase of goods and services as defined in the scope of work. The obligation of the BOARD on all contracts, including those which envision funding through current and successive fiscal years, shall be contingent upon actual BOARD appropriations. Approval of this contract award for funding by the Interagency Committee on Maryland Public School Construction, for the fiscal year(s) involved is required (if applicable). Should sufficient funding not be appropriated at any time during the initial contract term and any renewal periods, the BOARD shall provide written notification to Contractor to cease services.

**FINGERPRINT CRIMINAL HISTORY BACKGROUND CHECKS, CHILD PROTECTIVE SERVICE CLEARANCES, AND SAFE SCHOOLS TRAINING REQUIREMENTS**

- a. Pursuant to [Administrative Procedure 4215 - Criminal History Checks, Employee Self-Reporting of Arrests, Criminal Charges, CPS Investigations and Findings & Incarceration](#), any and all Awardees, which includes Independent Contractors, Subcontractors, Outsourced Agency Employees and Outsourced Temporary Staffing, who have uncontrolled access to students must complete a fingerprint criminal history background check, child protective service (CPS) clearance and required online Safe Schools training course(s).
- b. All fingerprint background checks and CPS clearances must be completed 15 business days prior to beginning work in and around PGCPs property or engaging in any authorized activities involving PGCPs students. The fingerprint background checks and CPS clearances must be completed through PGCPs at one of the authorized locations listed on the PGCPs website <https://www.pgcp.org/offices/humanresources/fingerprinting> **No person may begin working in PGCPs until fingerprint background check results are received.**
- c. Safety Management System (reserved).

- d. Pursuant to Md. Education Code Ann. §6-113.2 (Code), an Awardee of a Board of Education contract who provides a service to a school or to the students of a school shall meet the requirements set forth for screening its employees assigned to work at a school site to determine whether such employees have a history of child sexual abuse and/or sexual misconduct. The Awardee shall be solely responsible for completing the screening set forth in the Code, shall maintain records of employee screenings, and shall make such records available to PGCPs upon request.
- e. Prior to initiating any work at a school building, current and future employees of Awardee must sign in and sign out via the Raptor Visitor Management System, which requires a copy of their government issued identification.
- f. Prior to initiating any work at a school building, the Awardee agrees to provide the designated PGCPs representative and the PGCPs Purchasing Department with a list of all current employees and an immediate update of changes in personnel, employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff and any instructors. It is the responsibility of the Awardee to make certain that its employees, contractors, subcontractors, agents, volunteers, outsourced temporary staff, consultants and any instructors meet the background check and training requirements specified.

All correspondence should include the following information as applicable:

- i. title of the project
- ii. school/office
- iii. solicitation number
- iv. contract number; and
- v. PGCPs representative/project manager

#### **RESTRICTIONS ON EMPLOYEE ASSIGNMENTS**

Awardees are prohibited from assigning the following persons from working at a PGCPs location:

- a. Registered sex offenders (Maryland Code, Criminal Procedure Article Section 11-722)
- b. Individuals convicted of a crime involving third- or fourth-degree sexual offense under sections 3-307 or 3-308 of the Criminal Law Article; child sexual abuse under Section 3-602 of the Criminal Law Article; a crime of violence as defined in Section 14-101 of the Criminal law Article; or comparable offenses in another state. (Annotated Code of Maryland, Education Article Section 6-113)
- c. Individuals identified as an alleged abuse or neglect or following completion of a Child Protective Services investigation with a finding of “indicated” child abuse or neglect.

#### **PERSONALLY IDENTIFIABLE INFORMATION (PII)**

**Personally Identifiable Information** includes any information that can be associated with or traced to any individual, including an individual’s name, address, telephone number, e-mail address, credit card information, social security number, or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically) and includes such information that is generated, collected, stored or obtained as part of this Agreement, including transactional and other data pertaining to users. The parties will comply with all applicable privacy and other laws and regulations relating to protection, collection, use, and distribution of Personally Identifiable Information. In no event may PII be sold or transferred to third parties, or otherwise provide third parties with access thereto. If there is a suspected or actual breach of security involving Personally Identifiable Information, the parties will notify each other within twenty-four (24) hours of a management-level employee becoming aware of such occurrence.

#### **LAWS AND PERMITS**

The Awardee shall, without additional cost to the BOARD, be responsible for paying for and obtaining any necessary licenses, inspections and permits for complying with any and all FEDERAL, STATE AND LOCAL LAWS, CODES AND REGULATIONS, in connection with the performance of the work. Laws of the STATE OF MARYLAND and PRINCE GEORGE’S COUNTY shall govern the contract.

#### **TERMINATION FOR NON-APPROPRIATION OF FUNDS**

The Board may terminate this contract, in whole or in part, due to insufficient funding or non-appropriation of funds with written notice to the Awardee. The Board shall pay for all of the purchases, if any, incurred up to the date of the termination.

**TERMINATION FOR DEFAULT**

Failure on the part of an Awardee to fulfill contractual obligations shall be considered just cause for termination of the contract, and the Awardee is not entitled to any costs incurred up to the date of termination. In the event of a default by the Awardee, this Contract may be terminated.

**TERMINATION FOR CONVENIENCE**

The Board has the right to terminate this Agreement at any time, without any liability, upon **FIFTEEN (15) BUSINESS days** prior written notice to Awardee, provided that Awardee shall be compensated for services rendered prior to the date of termination. The Awardee has the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the Board, provided that Awardee shall be compensated for services rendered prior to the date of termination.

**THIS NOTICE OF AWARD** and all documents associated with the solicitation and offer will constitute the entire contract after acceptance by your firm and the BOARD. Please refer **Prince George’s County SAP 4400006834** for applicable terms and conditions.

ACCEPTED BY:

**FOR THE FIRM:**

**FOR THE BOARD OF EDUCATION:**

Megan Carey  
Megan Carey (Sep 18, 2023 10:47 PDT)

Sep 18, 2023

SIGNATURE

DATE

Keith Stewart

keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 18, 2023 15:59 EDT)

Sep 18, 2023

SIGNATURE

DATE

Megan Carey  
NAME and TITLE

Chief Development Officer

Keith Stewart, Director, Purchasing & Supply Services  
FOR THE BOARD OF EDUCATION OF PRINCE  
GEORGE’S COUNTY PUBLIC SCHOOLS

**EverDriven**

FIRM

**iSUPPLIER ID No.** \_\_\_\_\_

**CONTRACT PRICING**

**ATTACHMENT 1 - Fees for Service**

The Contractor will charge the District a **\$75 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$75.00
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

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

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

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

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are

not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

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

#### 1. **Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

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

#### 2. **Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, 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 under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)” on the following website:

[https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

#### 3. **Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

#### 4. **When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT (“Agreement”) is entered into as of September 7, 2023 between EverDriven Technologies, LLC. (“Contractor”) and Prince George’s County Public Schools (the “District”), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

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

### **1. Contractor Services**

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

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor’s agreement with **OMNIA Partners (formerly National IPA), Contract No. R190401**, the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

For as long as this agreement is in effect, Contractor shall have right of first refusal for all alternative transportation routes assigned by District.

### **2. Term**

The initial term of this Agreement shall commence on September 7, 2023 and end on September 6, 2024. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement may be renewed upon mutual agreement by both parties.

### **3. Fees for Service**

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after Contractor submits



invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within thirty (30) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

**4. Adjustment of Rates**

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

**5. Trigger to Renegotiate**

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

**6. Force Majeure**

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

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

**7. Vehicles**

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

**8. Student Damage to Vehicles**

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractor shall be

required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

**9. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers (“subcontracted drivers”) to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**10. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, and at no cost to District, general liability and automobile (common carrier) insurance issued by insurance companies authorized to do business in the state with minimum limits of One Million Dollars (\$1,000,000), Combined Single Limit. The District shall be named as an additional insured of the policy or policies and shall be furnished with a certificate of insurance (COI). The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**11. Background Checks**

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

**12. Drug and Alcohol Testing**

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

**13. Marketing**

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. “True and verifiable results” include but are not limited to cost savings realized by District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information

about students or families. District consents to Contractor's use of District's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

**14. Assignment of Contractor's Rights**

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

**15. Indemnification**

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

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

**16. Independent Contractor**

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

**17. Non-Solicitation**

District agrees during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not, directly or indirectly, or by acting in concert with others, employ, attempt to employ, or solicit for employment, any employee, subcontracted service provider, subcontracted drivers or other person who has performed

services or commenced actions to become a provider of services for Contractor or any subcontractor at any time during the term of this Agreement.

**18. Notices**

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

To District: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

**19. Entire Agreement**

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

**20. Waivers**

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

**21. Attorney Fees**

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

**22. Severability**

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

**23. Further Acts**

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

**24. Counterparts**

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

**DISTRICT**

By: keith.stewart@pgcps.org keith.stewart@pgcps.org

Title: Purchasing Director

Signed:   
keith.stewart@pgcps.org keith.stewart@pgcps.org (Sep 18, 2023 15:59 EDT)

Date: Sep 18, 2023

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR**

By: Megan Carey

Megan Carey

Title: Chief Development Officer

Chief Development Officer

Signed: \_\_\_\_\_

  
Megan Carey (Sep 18, 2023 10:47 PDT)

Date: \_\_\_\_\_

Sep 18, 2023

## ATTACHMENT 1 - Fees for Service

The Contractor will charge the District a **\$75 per trip fee**, which includes the first twelve (12) miles and up to five (5) students. Vehicle capacity is determined by student requirements and vehicle availability. An additional **\$2.50 per mile** will be charged for any trip longer than 12 miles.

The pricing matrix below outlines all associated fees:

Trip Items	Fees
Trip Fee (includes first 12 miles)	\$75.00
Per Mile Fee (after the first 12 miles)	\$2.50
<b>Additional Fees (as needed/requested):</b>	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
Ferry/Toll Fee	Market Fare
No Show or Late Cancel	Full Price of Trip

Definitions:

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

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

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

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.

- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student’s Monitor. When the District provides the Monitor, they are not charged a “Monitor Fee.” The mileage incurred while a Monitor (whether provided by the Contractor or the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.
  
- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor’s proprietary School Dispatch Software.

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

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, 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 under the category of “[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)” on the following website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

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

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

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

### **No-Shows & Late Cancels**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

#### **Protocols for No-Shows:**

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

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

#### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

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

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

#### **Student Removal / Student Cancellation:**

##### **Permanent Removal of Student from Route:**

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

- The District sends an email stating that a student needs to be removed from a route until further notice.



#### Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

#### Billing:

Will only be affected if:

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

#### **Cancellations/Temporary Removal:**

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

- A student is sick one day or will be going on vacation for a few days.

#### Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

#### Billing:

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

## **ATTACHMENT 3 – Multi-District Billing: An Explanation**

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

### **Proration of Trip Fees – EverDriven’s Three Step Process**

#### **1. Stand Alone District Trips:**

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

#### **2. Multi-District Trips**

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

#### **3. Proration of Costs for Multi-District Trips**

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

#### **4. No Shows and Cancellations:**

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

#### **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

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

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

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

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

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

Consortium Consent Requirements are as follows:

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

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

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

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

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

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

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

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