

Pleasanton Unified
School District



RFP NO. 2019.20.04

SPECIAL

EDUCATION

HopSkipDrive

STUDENT TRANSPORTATION SERVICES

Address:

4750 1st Street
Pleasanton, CA 94566

Date:

September 30, 2019

Contact Information & Authorization

Bidder Name:	HopSkipDrive, Inc.
Main Contact:	Lauren Brown
Main Office:	1933 S. Broadway, Ste. 1144, Los Angeles, CA 90007
Telephone:	(844) 467-7547
Fax:	(213) 896-7528
E-mail:	lauren@hopskipdrive.com
License No:	PSG 0034668 (CPUC Transportation Network Company)

Letter of Introduction

Pleasanton Unified School District

Amy Nichols, Senior Director of Technology and Procurement
4750 1st Street, Pleasanton, CA 94566

September 30, 2019

Dear Amy Nichols:

HopSkipDrive is pleased to present the following proposal to Pleasanton Unified School District.

HopSkipDrive is an innovative transportation solution whose mission is to improve youth access to opportunity through mobility. We accomplish this mission by offering schools, districts, county agencies and nonprofits a safe, flexible and reliable complement to traditional (but sometimes inflexible) systems and fleets.

Our company was founded by three working moms determined to overcome the logistical challenges of parenthood so their children could thrive. Less than five years later, HopSkipDrive has transported over 45,000 children more than four million miles to and from school and countless other opportunities.

But no matter our growth, we will never compromise in our founding commitment to safety and quality of service.

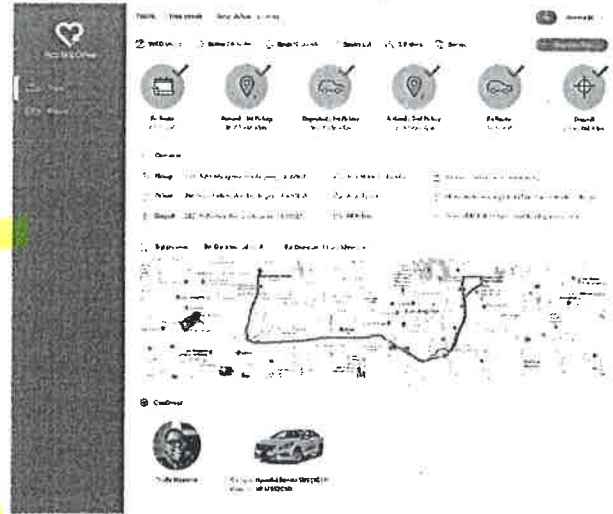
What makes HopSkipDrive different?



Even in the relatively new world of alternative K-12 transportation, you have choices. Why choose HopSkipDrive? Here are some of the key reasons our district clients trust us to deliver:

➤ **CareDriver Selection.** CareDrivers applying to work on the HopSkipDrive platform must have at least 5 years of caregiving experience, and must complete a 15-point certification process that includes fingerprinting and the most selective background check regimen of any transportation network carrier. We continue to monitor criminal and driving records of those who pass this rigorous process.

- **Safety, Beyond the Checklist.** We believe that safety is about more than checking the box. Rather, our safety program is holistic, with protection built into every aspect of every trip. Before each trip, the organizer receives a photo profile of the assigned CareDriver, which can be shared with the child. At pickup, the CareDriver recites the child's secret code word so the child knows it's safe to come aboard; the child provides their birthday so the driver knows they've got the right rider. During the trip, organizers can track progress. All these factors unite to provide the safest trip a child can have outside of a yellow bus.



- **Safe Ride Support.** Before, during and after every trip, our Safe Ride Support team monitors the trip in real time. Safe Ride Support serves as our "Ground Traffic Control" and ensures that every trip is delivered safely and with excellence.
- **Flexibility.** Increasingly specialized education means increasingly specialized pupil transportation needs; one size no longer fits all. While sedans will never replace the venerated yellow bus, they are uniquely nimble and cost-efficient when it comes to non-routine use cases like students with IEPs, school-of-origin trips (McKinney-Vento and ESSA/foster), school choice placements, students with behavioral problems or sensitivities, bullying, work study/CTE, NPS transportation, and more. HopSkipDrive shoulders your district's most challenging trips and enables your fleet operation to stay efficient and focused on core, high-capacity routes.
- **Raving Fan Service.** HopSkipDrive guarantees 100% of school rides, which means you never need to worry about driver supply. We assign each district a dedicated Client Success Representative, so you'll always know who to call in a pinch. Even if you can't monitor every single trip, our Safe Ride Support team will. And since we earn your ridership every single day, we'll never charge you a "contracted minimum" or other fee for not using HopSkipDrive.



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- **Simple, Powerful Technology.** We believe that districts should be able to arrange student transportation quickly and intuitively without picking up a phone. You can access the HopSkipDrive platform online to book, edit or cancel trips in just a few clicks. We also use technology to enhance safety; software on CareDriver smartphones detects behaviors that may increase collision risk (device usage, speeding, rapid acceleration, rapid braking, rapid cornering) and transmits them to HopSkipDrive. CareDriver awareness of their own behavior and scores has made our platform safer; recent data indicates that CareDrivers use their mobile phones 8 times less than the national average while behind the wheel.

We look forward to working with Pleasanton Unified School District to exceed your expectations.

We request that the following information be redacted from this document before disclosing it under the Public Records Act:

- Our service implementation ("Implementation")
- Any information that identifies our clients
- Financial information (Attachment A), including pricing
- Any images of our intellectual property

Sincerely,

Lauren Brown
Senior Account Executive

Background and References

Company History

HSD launches beta service in eastside Los Angeles

HSD permitted to operate in CA

HSD acquires Shuddle, a Bay Area competitor; first rides in Bay Area

HSD surpasses 1 million safe miles traveled

HSD establishes first public partnership

HSD permitted to operate in Colorado; first rides in Denver

First rides in San Diego

HSD permitted to operate in Virginia

HSD permitted to operate in Texas
HSD permitted to operate in Arizona

HSD permitted to operate in Seattle, WA

2015

v 1.0 of the HSD mobile app launches

HSD launches out of beta, expands throughout LA County

2016

First rides in Orange County, CA

HSD forms first school district partnership

2017

HSD receives strategic investment from Student Transportation, Inc.

HSD delivers first rides for youth in foster care

2018

First rides in Boulder

First rides in Colorado Springs

2019

First rides in Sacramento

First rides in DC Metro

First rides in Phoenix

First rides in Houston

First rides in Dallas

First rides in Seattle

Areas of Operation

As a transportation network carrier (TNC), HopSkipDrive is licensed and regulated by state public utilities commissions (PUCs). We are currently permitted to operate by the PUCs in California, Colorado, Texas, Arizona, Virginia and the District of Columbia, and Seattle, Washington.

In California, we are currently serving schools and districts in Los Angeles, the San Francisco Bay Area, Sacramento, Orange County, San Bernardino County and Ventura County.

References

Mt. Diablo Unified School District

Address: 1936 Carlotta Dr. Concord, California 94519

Phone: 925-825-7440 ext 3705

Contact: Bert Balba

Type of Service Provided: IEP-related transportation

Beginning and end dates of contract: 2/19/19–present

Santa Clara County; Department of Family and Children Services

Address: 1936 Carlotta Dr. Concord, California 94519

Phone: 408-501-6812

Contact: Nikki Becerra

Type of Service Provided: Foster Youth home to school transportation

Beginning and end dates of contract: 7/01/2018–present (edited)

Los Angeles County

Address: 500 W. Temple St., Room 358, Los Angeles, CA, 90012

Phone: 213-351-5719

Contact: Patricia A. Armani

Type of Service Provided: Foster Youth home-to-school transportation

Beginning and end dates of contract: 9/6/17–present

Security and Safety

A Philosophy and a Practice

Before HopSkipDrive delivered its first ride, our founders asked themselves the question we continue to ask ourselves every day: "What would it take for me to feel good about putting my own child in a HopSkipDrive vehicle?"

Safety has always come first on our list of company values; every employee at HopSkipDrive is our Chief Safety Officer. We are ever-mindful of the trust that districts, schools and parents place in us to ensure that the children in their care reach their destination without incident. Our commitment to safety is:

1. Holistic (we build safety into every aspect of the HopSkipDrive experience)
2. Continuously improving (we'll never be "finished" making HopSkipDrive rides safer)
3. Tech-enabled (we use modern systems and tools in thoughtful ways to enhance safety)

When we put this commitment into practice, it shows up in three operational facets: **drivers, vehicles and visibility.**

Drivers

What is a CareDriver?

CareDrivers on the HopSkipDrive platform are independent contractors who provide their own vehicles. CareDrivers earn their name not only because they have caregiving experience, but because they are called to provide a quality of care both appropriate and necessary for children—something that taxis and most rideshare companies cannot provide.

Screening & Selecting Drivers

Registry Partner for Driver Trust

All CareDrivers on the HopSkipDrive platform are members of the Trustline Registry, the only authorized screening program of in-home caregivers in the state, with access to fingerprint records at the California Department of Justice and the FBI. TrustLine is endorsed by the California Academy of Pediatrics. The California Department of Social Services and the nonprofit California Child Care Resource and Referral Network administer the program.

All CareDrivers on our platform must pass a highly selective 15-point certification process before they are certified to claim rides and start driving. Only the most qualified applicants satisfy all requirements and go on to drive on the platform.

The HopSkipDrive team screens every applicant in person. Every CareDriver on our platform must have at least five (5) years of caregiving experience, which may include working in a school/day care/aftercare program, working as a caregiver or nanny, or serving as a family member's primary caregiver.

Complete CareDriver requirements:

- Age 23 or older (average age is 47 at this time)
- Minimum of five (5) years caregiving experience
- Fingerprint background check against FBI database
- Criminal background check against national criminal, global watch, and sex offender databases
- Valid driver's license
- Upfront and ongoing DMV record checks
- Owns or leases a 4-door vehicle not more than ten (10) years old with seating for 4-7 passengers
- Passes 19-point vehicle inspection by a certified mechanic
- Has personal auto coverage that meets or exceeds state-required limits
- In-person meeting with HopSkipDrive team
- In-person CareDriver orientation
- Adopts the HopSkipDrive rules of conduct
- Adopts zero-tolerance policy for smoking, drugs, or alcohol while driving
- Adopts zero-tolerance policy for illegal electronic mobile device usage

In addition to rigorous applicant screening, HopSkipDrive invests 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



Driver Onboarding

Every potential CareDriver completes an extensive driver on-boarding process that includes online training modules, quizzes and assessments, and an in-person orientation. This on-boarding process covers the topics needed for an experienced caregiver to become a high-quality CareDriver, and to deliver the HopSkipDrive experience safely and predictably with every trip. These topics include:

- **Safety Essentials**
 - Safe driving policies, procedures and requirements
 - Rider privacy (e.g., no physical contact, no photo/video)
 - Seatbelt usage
 - Devices and other distractions
 - Multi-factor rider identification (photo, birthday, password)
 - Emergency protocols
- **Procedures**
 - Accepting trip assignments in the HopSkipDrive app
 - Rider departure confirmation
 - Pickup & drop-off
 - Communication with HopSkipDrive before, during and after the ride
- **Prohibited Behaviors**
 - Smoking, alcohol and drugs
 - Eating or drinking while driving
 - Device use while driving
 - Double parking

- Sensitivity coaching
 - Limited mobility and/or special needs
 - Mandated reporter

Vehicles

In accordance with PUC requirements, HopSkipDrive requires that a certified mechanic inspect each CareDriver's vehicle, both initially and annually thereafter. CareDrivers who do not maintain vehicles in good mechanical and safe operating condition are removed from the platform. HopSkipDrive monitors compliance using its online workflow and database system.

CareDriver vehicles may be no more than 10 years old. Average vehicle age is 4.5 years at this time.

Vehicle Inspection

The 19-point vehicle inspection covers:

- Foot brakes
- Emergency brakes
- Steering mechanism
- Windshield
- Rear window & other glass
- Windshield wipers
- Headlights
- Tail lights
- Turn indicator lights
- Stop lights
- Front seat adjustment mechanism
- Doors (open, close, lock)
- Horn
- Speedometer
- Bumper
- Muffler and exhaust system
- Condition of tires, including tread depth
- Interior and exterior rear-view mirrors
- Vehicle age (max of 10 years old, average age is 4.5 years)

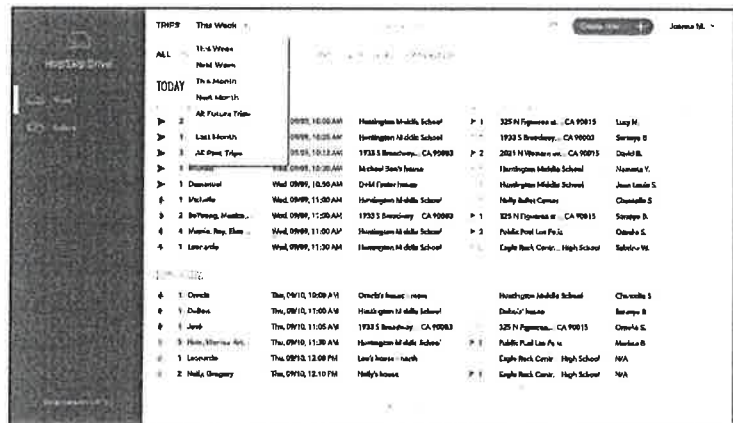
Visibility

When it comes to student transportation, *in transit* should never mean *invisible*. HopSkipDrive works hard to understand what district clients need to know and when they need to know it, so we can surface information when it is most needed and relevant.

While driver and vehicle standards create the conditions for measurably safe outcomes, visibility promotes the perception of safety, which in turn provides parents, guardians, administrators, drivers and riders with peace of mind. For these reasons, HopSkipDrive allows responsible, authorized adults to track student trip progress from start to finish.

Online Booking and Trip Monitoring

In April 2019, HopSkipDrive introduced its brand new technology platform for clients. Purpose built for schools and districts, this platform enables trip organizers to book, review, edit or cancel trips easily without picking up a phone. Organizers have complete visibility into the profile of any CareDriver matched to any trip (including photo, bio and rating) and receive alerts when riders are picked up and dropped off.



TRIPS	This Week	ALL	Today	Last Month	All Future Trips
1	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
2	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
3	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
4	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
5	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
6	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
7	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
8	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
9	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM
10	11:45 AM	11:45 AM	11:45 AM	11:45 AM	11:45 AM

Clients can also view reports on all completed or cancelled trips, current trip progress, estimated distance traveled and on-time performance at the trip level.

GPS and Driver Behavior Monitoring

While nearly all student transportation companies and teams have access to some form of GPS data, we believe it's how GPS data is used that makes all the difference.

HopSkipDrive uses GPS not only to ensure that parents and school professionals know where students are in transit, but to ensure that our Safe Ride Support team knows, too. Our Safe Ride Support Specialists know who's in transit, where they are, and what known road and traffic conditions might impact a safe, on-time arrival. When they engage with a driver to assist, it's often to prevent incidents proactively rather than react to them.

The HopSkipDrive CareDriver app also generates and transmits data and analytics on all-important driver behaviors. Specifically, we measure the five behaviors most closely correlated with collisions: speeding, hard braking, hard turning, rapid acceleration and device usage. This data helps us coach CareDrivers through the publication of weekly Driver Success Cards that are used to cultivate safer driving habits.

We believe that device usage, specifically, must be a focal point for any responsible transportation company's risk management approach in the smartphone age, regardless of who it transports. The research is resoundingly clear: distracted driving kills, and the people who practice it are reluctant to admit it. We are encouraged by the results that we've seen from overtly monitoring this behavior; in a recent study conducted by Zendrive, CareDrivers were shown to have a rate of device usage 8 times lower than the national average.

HopSkipDrive also uses the same smartphone technology to detect collisions in real time. This creates important redundancy in situations where a CareDriver is rendered unable to make an outbound call, and shortens the time it takes for Safe Ride Support to become aware of an incident and initiate crisis response.

Insurance Coverage

Accidents happen. In addition to minimum insurance requirements for CareDrivers on our platform, HopSkipDrive carries the following standard coverage:

- General liability \$1 million per occurrence, \$2 million aggregate
- Umbrella liability excess up to \$5 million if needed
- Sexual molestation \$1 million per occurrence/aggregate
- Cyber and professional, \$2 million per occurrence/aggregate
- Transportation Network Company auto liability \$1 million per occurrence/aggregate
- Workers comp \$1 million per occurrence/aggregate

Additional coverage options can be added, increased, or altered as required by Pleasanton Unified School District.

2018 Accident Rate: 1.49 accidents per 100,000 miles traveled (0.0000149 per 1,000 miles)

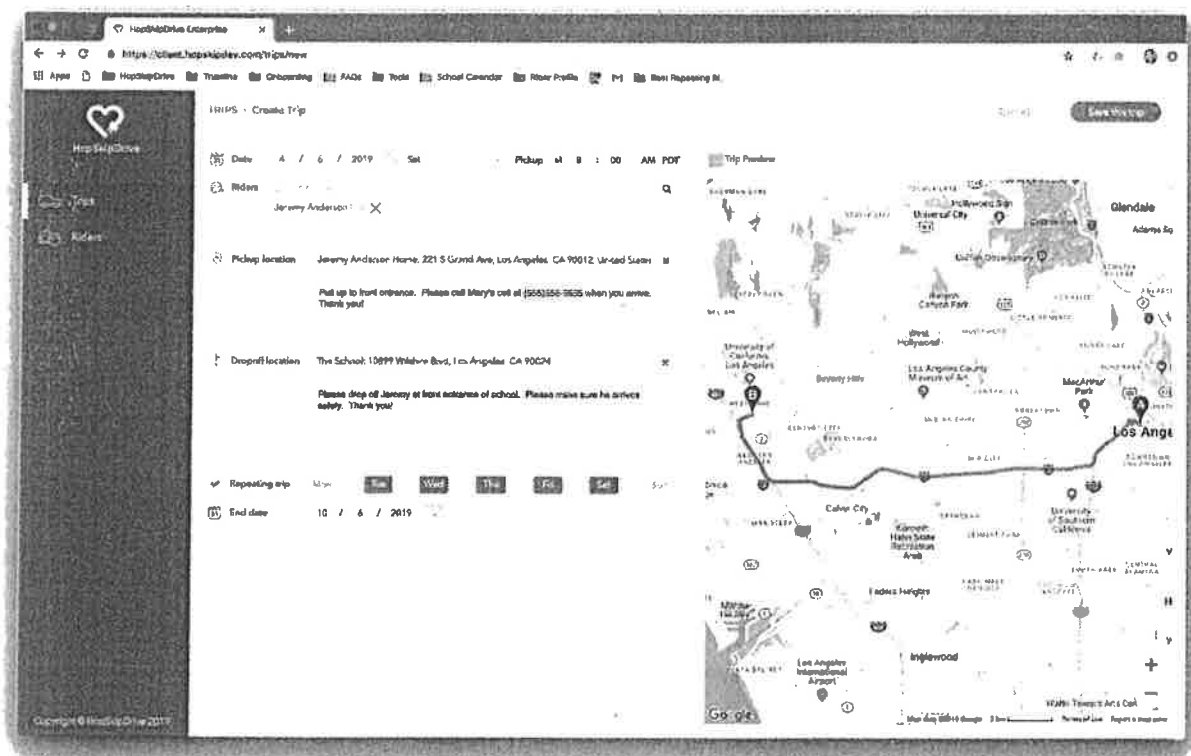
We have had no accidents involving injury or death in the past five years.

different

How to Use HopSkipDrive

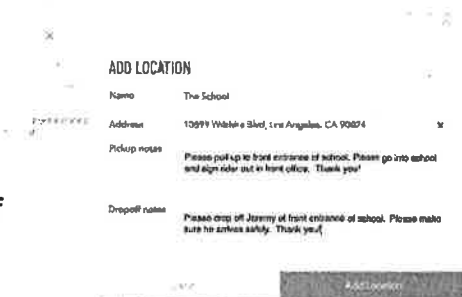
Booking Trips

On our onboarding call with you and your team, HopSkipDrive will show you how to add student riders to your HopSkipDrive account. Once entered, booking trips for those students in the platform is a snap. You can book trips as you need them at least 8 hours in advance, or by 7pm the night before. You also have the ability to book recurring trips to save time.



Important Instructions

When booking, you'll provide clear, detailed pickup instructions for each trip. Naming a conspicuous meeting place will set the stage for a smooth pickup. Likewise, you'll provide clear and detailed drop-off instructions for each trip. If the CareDriver must walk a rider into a 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.



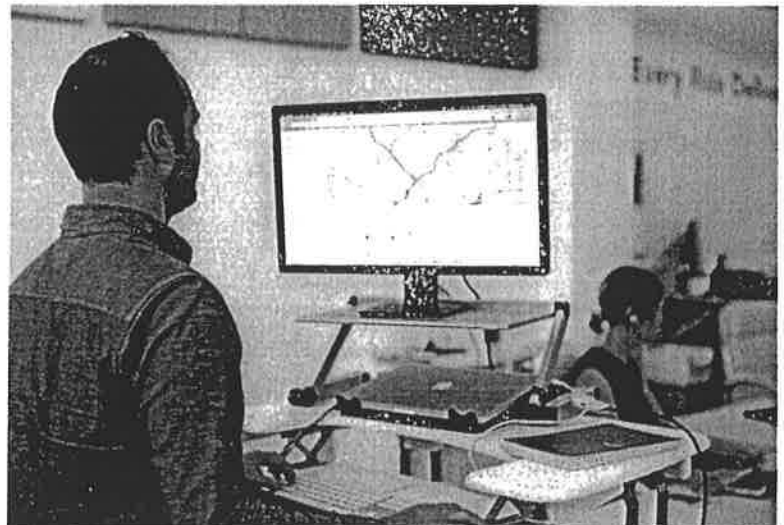
Meet Your CareDriver

Once a CareDriver claims the trip you've requested, you will receive a CareDriver profile that includes a photo and the CareDriver's vehicle make, model and license plate number. If the rider's guardian is also registered on our app, he or she can also opt in to receive these alerts.

Parent Contact(s) and Emergencies

If the parent's mobile phone number is in the rider's emergency contact on the rider profile, the parent of the rider will receive texts about the trip in progress. Parents will receive texts when the driver has arrived, when the rider and driver have departed, and when the trip is complete.

In the event of an unexpected ride change or emergency, HopSkipDrive Safe Ride Support will immediately place the first call to the organizer of the ride. If they are not reachable, the CareDriver will try the emergency contacts for the rider(s) involved.



Client Service

HopSkipDrive's Community Support Team, which works directly alongside our Safe Ride Support team, handles troubleshooting, questions about specific rides, manual edits and cancellations and other matters in the normal course of operation. Each account has an assigned, dedicated Client Success Representative that can be reached within five minutes, which means you'll always know who to call in a pinch.

Billing and Reporting

Billing occurs monthly, and we do not assess minimum usage fees. HopSkipDrive does not bill clients for our solution unless they use our solution.

HopSkipDrive provides accurate, timely standard reports related to dates of service, mileage per route, pricing by route, pricing by individual, trips by individual, and other metrics. Records are maintained securely and electronically. We also work with districts to develop custom reports as needed.

Implementation

HopSkipDrive's implementation ranges from a single day to several weeks depending on the complexity of a district's immediate requirements. Examples of factors that drive complexity are special driver requirements (e.g., require TB-tested drivers, etc.), vehicle requirements (e.g., require special hardware), or rider requirements (e.g., behavioral issues)."

Executive Leadership

Joanna McFarland, CEO, President and Co-Founder



Before starting HopSkipDrive, Joanna spent 15 years in product management, building and scaling businesses for top technology, including WeddingChannel, Green Dot, and YP.com. In addition, Joanna spent the first part of her career in investment banking and private equity. Joanna has an MBA from Stanford University and a BS from the Wharton School at the University of Pennsylvania.

Sophy Lee, Chief Technology Officer



Sophy is passionate about deploying the latest technology to provide safe and reliable transportation. She has been leading engineering and operations teams since 2008. She has a BA from Harvard University where she was team captain of the Cycling and Mock Trial teams. She is the leader of HopSkipDrive's engineering team. Sophy has been with the company since 2014.

Corey McMahon, Senior VP of Product and Operations



As SVP, Product and Operations, Corey is responsible for the end-to-end customer experience at HopSkipDrive. He is dedicated to ensuring parents, children, school administrators, and CareDrivers have safe, reliable rides. Prior to his time at HopSkipDrive, Corey held a number of leadership positions at YP, the Real Yellow Pages, where he oversaw product management, platform strategy, business operations, and marketing. Prior to YP, his roles included management consulting as well as operational leadership positions at AT&T and UCLA. Corey holds both an MBA and a BA from UCLA, and has been with the company since 2017.

Toby McGraw, Senior VP of Sales and Customer Success



Toby joined HopSkipDrive in 2018 as SVP of Sales. In this role, he leads Demand Generation, Sales Operations, Business Development, Direct Sales, and Client Success for the company. He has spent the majority of his career within the transportation industry; including nearly 10 years at Zonar Systems in Seattle where he helped to grow and scale many successful teams with a specific focus on bringing disruptive Student Transportation Technology to market. Prior to Zonar; Toby held a number of roles from strategic marketing, business development, and sales. Toby studied at the University of Southern California.

Kirill Babikov, Vice President of Finance, Risk Management, Insurance, & Regulatory Affairs



Kirill Babikov brings over 10 years of finance and strategy experience and the passion for transportation technology and automotive sectors to HopSkipDrive. He currently oversees corporate finance, including capital raising, FP&A, insurance and accounting. He is also responsible for risk management and regulatory affairs, continuing to build on HopSkipDrive's industry leading safety practices and ensuring ongoing compliance with regulations across all geographies. Kirill has an M.B.A. from Columbia University and a B.A. from Harvard University. He has been with the company since 2018.

Michelle McCombs, Director of Customer Experience



Michelle McCombs is committed to improving the way people and companies interact. She has been building and developing customer support teams for 11 years and believes that now, more than ever, customer satisfaction defines your company's success. She strives to exceed customer expectations at HopSkipDrive. She began her career at Walt Disney World, where she learned how to create truly exceptional customer experiences. She has taken what she learned to help a variety of companies, from small startups to large corporations, build out or improve upon their customer experience. Michelle holds a BS from Utah State University. She has been with the company since 2017.

Jennifer Atkinson, Director of Client Success



Jennifer Atkinson joined HopSkipDrive in 2015 and spearheaded the development and growth of the HopSkipDrive program that works with independent and public schools, businesses and nonprofits. Through this program, HopSkipDrive has completed tens of thousands of rides and served countless organizations. She is now the head of Client Success for HopSkipDrive and will be working HopSkipDrive partners to provide a superior customer experience. Jennifer resides in Orange County and presides over a family that includes 5 teenagers; she clearly understands the daily needs of students and their parents.

Jon Hanover, Head of Marketplace



Jon Hanover joined HopSkipDrive in July 2018, and is responsible for ensuring every time a child needs a ride, there's a highly qualified CareDriver ready and willing to provide it. Jon was the founder, principal and executive director of the Denver charter school Roots Elementary, which garnered national attention for its innovative model. Prior to Roots, Jon was a founding kindergarten teacher, grade level chair and member of the school leadership team at Rocky Mountain Prep. Jon began his career at Bain & Company, where he advised clients on strategy, management and operations. He earned his bachelor's degree from Harvard University.

PROPOSAL FORM

Complete and return with proposal

It is the intention of Pleasanton Unified School District that all proposals received will be compared to each other on a fair and impartial basis. The following computation is designed to accomplish this purpose. The computations noted herein are not intended to represent the actual transportation program that will be adopted by the District. This proposal form is for the purpose of providing a reasonable and fair method for comparing proposals. The Unit Prices listed will be used to establish Contract charges, if and when Pleasanton Unified School District enters into an agreement with the Proposer

Please provide the following:

Passenger Vehicle-Ambulatory

Passenger Vehicle –Non-Ambulatory

Rate per Mile \$ 2.50 per mile

Rate Per Mile \$ \$2.50 per mile

Minimum Trip Charge \$ 18 base fee per trip

Minimum Trip Charge \$ 45 base fee per trip

Cancellation Charge \$ Please see below
Up to 8 hours prior - No charge
8 hour to 1 hour prior - 50% of estimated fare
<1 hour prior - 100% of estimated fare

Cancellation Charge \$ Please see below
Up to 8 hours prior - No charge
8 hour to 1 hour prior - 50% of estimated fare
<1 hour prior - 100% of estimated fare

HopSkipDrive, Inc.

Legal Name of Entity Presenting Proposal

Toby McGraw

Name of Authorized Principal (printed)



Signature of Above Authorized Principal

September 26, 2019

(844) 467-7547

Date

Contact Phone

1933 South Broadway, Suite 1144, Los Angeles, CA 90007

Address

toby@hopskipdrive.com

Contact Email

PROPOSER'S QUESTIONNAIRE

Complete and return with proposal

TO THE PROPOSER:

The following Proposer's Questionnaire is a part of the proposal. Receipt of any proposal without this completed questionnaire will be basis for rejection of the proposal. The questionnaire must be filled out accurately and completely and submitted with the proposal. Any errors, omissions or misrepresentation of information may be considered as a basis for the rejection of the proposal and may be grounds for the cancellation of any agreement executed as a result of the proposal or proposals involved. The District will consider, but will not be limited to, the information provided herein for evaluating the qualifications of the Proposer and its organization to carry out satisfactorily the terms of the Contract.

Please be sure to make additional copies of any parts of the Proposer's Questionnaire before filling them in. You need not use the actual Proposer's Questionnaire form; however, each Proposer must address all the questions. Any separate sheets should be attached to this Proposer's Questionnaire, and should clearly identify the responsive items in the Questionnaire addressed on each separate sheet.

I. DESCRIPTION OF PROPOSER'S ORGANIZATION

1. Name of Entity Presenting Proposal: HopSkipDrive, Inc.
2. Name of Authorized Principal of Entity:
Toby McGraw, SVP of Sales and Customer Success
3. Address of Entity: 1933 South Broadway, Suite 1144, Los Angeles, CA 90007
4. Telephone Number of Entity: (844) 467-7547
5. Corporation? Yes X No
 - a. Corporation (List officers and positions)
Joanna McFarland, President

b. State in which incorporated: Delaware

c. If Proposer's corporation is a subsidiary, give name and address of Parent Corporation.

Parent Firm Name: N/A

Address: _____

Telephone Number: _____

6. Partnership? Yes _____ No X

a. List partners' names and address:

N/A

b. Individual proprietorship? Yes _____ No X

II. NATURE OF OPERATIONS

A. How long have you been engaged in the pupil transportation business under present business name? Number of years: 5 years

B. Are you currently, or have you ever, provided transportation services for special education pupils, including transportation of ambulatory and non-ambulatory students and other students with disabilities?

Yes X No _____ Number of years 5

- C. Do you currently contract, or have you ever contracted, to provide special education pupil transportation, including transportation of ambulatory and non-ambulatory students and other students with disabilities, for any school district or County Office of Education in the State of California?

Yes X No _____ Number of years 5

If "yes," please provide the following information on each of the contracts (to supply special education pupil transportation services) that you have had with California school districts or County Offices during the last five years:

1. Name and Location of School District or County Office;
2. Name and phone number of a contact person;
3. Number of students transported daily;
4. Beginning and ending date of contract;
5. Was contract canceled for any reason? If so, why?

Please see RFP response document for HSD references and operating procedures

- D. What is your guaranteed response time to contact from District personnel?
- E. How long does it take to set up transportation for a student, starting from the day you receive the request in writing from the District?
- F. Describe the process you use for notification if one of your vehicles is going to be late for their scheduled pick up or drop off times.

III. **MANAGEMENT AND ADVISORY PERSONNEL**

Please see RFP response for this information

Describe the organization of your company including but not limited to the following:

1. Company executives – names and titles;
2. Management personnel who would be involved with implementing and working with this Contract – names and titles, addresses, tenure with your firm, related experience and brief description of responsibilities;
3. Personnel who would be directly involved with the daily operations of this Contract – names and titles, tenure with your firm, related experience and

brief description of responsibilities;

4. Driver training and evaluation personnel – names and titles, tenure with your firm and related experience.

IV. **DRIVER PERSONNEL**

Please see RFP response for information on HopSkipDrive CareDrivers

- A. State the number of passenger vehicles now in your regular employment:

- B. Describe the following as they relate to your passenger vehicle driver selection process:

1. Reference checking procedures
2. Driver testing procedures

- C. Describe your passenger driver training program including, but not limited to, the following:

1. Original training
2. In-service training
3. Training on transportation services for students with specific disabilities or behavior issues.

- D. Describe any current or proposed driver motivation and discipline programs.

V. **SAFETY PROGRAM**

Please see RFP response for this information

- A. Describe the essential features of your current safety program for drivers including but not limited to the following:

1. Number of annually scheduled safety meetings;
2. Name and title of persons responsible and their related experience;

3. Passenger vehicle accident rate for preventable and non-preventable accidents per thousand miles of operations.

B. Have any of your passenger vehicles been involved in accidents involving injuries or death in the past five (5) years? If so, please explain.

VI. **VEHICLE INFORMATION** Please see RFP response for this information

Please attach a table on a separate sheet describing the passenger vehicles that will be provided for the Contract and indicate the following:

A. Vehicles to be furnished.

1. Make of chassis
2. Make of body
3. Model
4. Type
5. Year of manufacture
6. Air-Conditioning

B. If you do not currently own all the equipment necessary to perform the Contract, describe how you plan to acquire such equipment, and provide the timeline for such acquisition, including, if necessary confirmed purchase orders and delivery letters from manufacturers.

VII. **FUEL PURCHASE** This is not applicable to HopSkipDrive

Please indicate by what method (drop shipment, card lock, etc.) you will be purchasing at least 75% of the fuel to be used in servicing this Contract.

VIII. **PREVENTIVE MAINTENANCE AND MECHANICAL REPAIR**

A. Describe your current program and schedule for the preventative maintenance and repair of passenger vehicles. Description should include, but not limited to, the following areas:

1. Location of the maintenance facilities you propose to use if awarded this Contract and the time required to become operational;
2. Name and title of personnel responsible for the management of the facility and their related experience;
3. Method of evaluating road failures or vehicle break-downs and procedures to reduce repetitive failures;
4. Number, title and level of experience of personnel who will be employed to service and repair the passenger vehicles.

IX. **FINANCIAL AND CREDIT DATE SUBMITTALS**

A. If requested, will you provide the following financial and credit information? All such information shall be maintained as confidential by the District during the time it considers all Proposals, and all such submitted information will be returned to unsuccessful Proposers following the District's award of the Contract.

1. Credit references, including at least three trade or industry suppliers with whom you regularly conduct business?
Yes ☒ No ☐
2. A Balance Sheet for the past three years?
Yes ☐ No ☒
3. A Dunn and Bradstreet report and a certified financial statement on the net worth of the company?
Yes ☐ No ☒

B. Will you give cash discounts for timely payment of invoices? If so, please specify the terms offered.

X. **INSURANCE**

A. If requested, will you authorize your insurance carriers to furnish in writing your accident loss ratio and workers' compensation loss ratio for the past three years?

Yes ☒ No ☐

B. Please list the name(s) of your insurance carrier(s).

COMPANY: Marsh Risk & Insurance Services

ADDRESS: 345 California Street, Suite 1300, San Francisco, CA 92104

COVERAGE: Varies depending on Customer needs

CONTACT PERSON: Janine Upchurch

XI. **EXPERIENCE** Please see RFP response for this information

Please provide any other information or data that shows the experience and qualifications of your firm and/or that ensures that your firm will provide consistent and high-quality transportation services to the Director of Transportation.

XII. **ALCOHOL & DRUG POLICY** Please see RFP response for this information

Please provide a copy of your company's policy regarding the use by employees of alcohol and illegal drugs.

XIII. **OTHER**

I, the undersigned, hereby certify that I am a representative of the firm named below, and am duly authorized to execute contracts on behalf of the firm. I further hereby certify that all of the information presented in answer to the questions contained in this Proposer's Questionnaire is complete and accurate to the best of my knowledge. I understand that if the District awards a Contract for special education transportation services to my firm, the information and commitments made within this Proposer's Questionnaire will become part of the Contract between the District and my firm.

I declare, under penalty of perjury under the laws of the State of California, that the information set forth herein is true and correct and of my own personal knowledge.

HopSkipDrive, Inc.

Name of Firm



Authorized Agent

SVP of Sales and Customer Success

Title

September 26, 2019

Date

NONCOLLUSION DECLARATION

Complete and return with proposal

The undersigned declares:

I am the SVP of Sales and Customer Success (title) of HopSkipDrive, Inc. (company name), the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal. The proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from bidding. The proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer. All statements contained in the proposal are true. The proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 9/26/2019 [date], at Los Angeles [city], California [state].


Signature

Toby McGraw

Name (printed)

RECEIPT OF REQUEST FOR PROPOSAL (RFP) AND ADDENDA

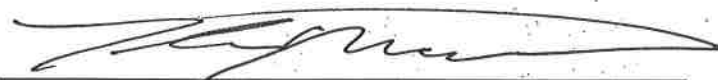
Complete and return with proposal

Upon return of the completed RFP for Legal Services, the proposer shall acknowledge receipt of the RFP, all supporting documents, and all addenda. It is the proposer's responsibility to check the District website at <http://go.pleasantonusd.net/bids> for addenda. Failure to acknowledge all issued documentation may be grounds for deeming the proposer non-responsive.

Please list each document received and initial where indicated.

Document Name	Initial
1 RFP dated September 6, 2019	TM
2 Addendum 1 (if applicable)	TM
3 Addendum 2 (if applicable)	
4 Addendum 3 (if applicable)	
5 Addendum 4 (if applicable)	
6 Addendum 5 (if applicable)	
7 Addendum 6 (if applicable)	
8 Addendum 7 (if applicable)	

I, the undersigned, on behalf of the (proposer) certify that I have received all documents listed above.


Signature

September 26, 2019

Date

SVP of Sales and Customer Success

Title

PROVIDER'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Complete and return with proposal

Labor Code Section 3700:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in the State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees?

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Signature: _____

Name: Toby McGraw

Provider/Firm Name: HopSkipDrive, Inc.

Date: September 26, 2019

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

OUTSIDE PROVIDER CERTIFICATION OF EMPLOYEE CLEARANCE

Complete and return with proposal

Name of Company:	HopSkipDrive, Inc.		
Street Address	1933 South Broadway, Suite 1144		
City	Los Angeles	State	CA
Zip	90007		
Telephone	(844) 467-7547	Fax	(213) 467-7547
Contact Person			

Check one:

☐ I certify that my employees or I **will not** have more than limited contact with pupils during terms of the agreement.

☒ I certify that my employees or I **will** have more than limited contact with pupils during terms of the agreement and that:

- My company has completed background checks pursuant to Education Code Section 45125.1 on company employees who may be present at the Pleasanton Unified School District.
- Any employee who may be present at the District has not been convicted of a violent or serious felony as defined in Education Code Section 45122.1.
- I have attached a list of the name(s) of such employees, along with this form.

I acknowledge that any false, deceptive, misleading, or non-disclosed information related to this certification may result in tort liability for my company.

HopSkipDrive, Inc.

Company Name

Toby McGraw

Print Name

Signature

SVP of Sales and Customer Success

Title

September 26, 2019

Date

Any changes to the above information shall be forwarded to the District immediately.

CONTRACT

Complete and return with proposal

This Agreement is entered into by and between the Pleasanton Unified School District, hereinafter referred to as "District", and

HopSkipDrive, Inc.

hereinafter referred to as "Proposer".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I

TERM

The term of this Agreement shall be from November 1, 2019, through June 30, 2020. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement, and each additional one-year term. The Agreement may be renewed for three additional one-year terms.

II

WORK

Proposer shall perform and render all services as prescribed and required by all documents forming a part of the proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III

NON-FUNDING

Notwithstanding any other provision to the contrary, if for any fiscal year of this Agreement the Board of Trustees for any reason fails to appropriate or allocate funds for future payments under this Agreement, the District will not be obligated to pay the balance of funds remaining unpaid beyond the fiscal period for which funds have been appropriated and allocated.

IV

TERMINATION

This Agreement may be terminated by the District for any reason or no reason upon thirty (30) days' written notice to Proposer. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

V
COMPENSATION

Proposer shall be compensated for the performance of its obligations under this Agreement as specified in the response to the RFP, incorporated herein by reference, and any other negotiated contract terms.

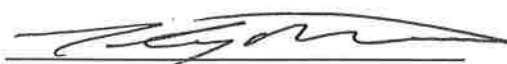
VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in all documents forming a part of the proposal package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Proposer, by execution of the Agreement, acknowledges Proposer has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

<u>HopSkipDrive, Inc.</u> (firm name) Signature  Name <u>Toby McGraw</u> Title <u>SVP of Sales and Customer Success</u> Date <u>September 26, 2019</u>	<u>PLEASANTON UNIFIED SCHOOL DISTRICT</u> Signature _____ Name _____ Title _____ Date _____
---	---

Approved by the PUSD Board of Trustees on _____

Item No. _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH RISK & INSURANCE SERVICES
345 CALIFORNIA STREET, SUITE 1300
CALIFORNIA LICENSE NO. 0437153
SAN FRANCISCO, CA 94104

CONTACT NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

CN117929101-KIDL6-GLAUS-19-20

INSURED
HopSkipDrive, Inc.
and Kidlivery, LLC
1933 S. Broadway, Suite 1144
Los Angeles, CA 90007

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	American Alternative Insurance Corporation	19720
INSURER B:	Fair American Select Insurance Company	15201
INSURER C:	Lloyds-Apollo Liability Consortium 9984	
INSURER D:	Princeton Excess & Surplus Lines Ins Co	10786
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:**

SEA-003614058-06

REVISION NUMBER: 7

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X	COMMERCIAL GENERAL LIABILITY			3RA3GL0000016-00	06/01/2019	05/01/2020	EACH OCCURRENCE	\$ 1,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	X	POLICY		PRO-JECT				PRODUCTS - COMP/OP AGG	\$ 2,000,000
				LOC					\$
		OTHER:							\$
		AUTOMOBILE LIABILITY			3RA2CA0000041-00	06/01/2019	05/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED AUTOS ONLY		SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	X	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$
C		UMBRELLA LIAB			BOWCN1900234	05/01/2019	05/01/2020	EACH OCCURRENCE	\$ 4,000,000
	X	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 4,000,000
		DED		RETENTION \$					\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N				E.L. EACH ACCIDENT	\$
		If yes, describe under DESCRIPTION OF OPERATIONS below		N	N/A			E.L. DISEASE - EA EMPLOYEE	\$
								E.L. DISEASE - POLICY LIMIT	\$
B		Primary TNC Auto Liability			ZEN300000201	05/01/2019	05/01/2020	Limit:	1,000,000
		TNC Symbol 10						UM/UIM Limit:	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**

HopSkipDrive, Inc.
and Kidlivery, LLC
1933 S. Broadway, Suite 1144
Los Angeles, CA 90007

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

Janie Upchurch

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ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH RISK & INSURANCE SERVICES		NAMED INSURED HopSkipDrive, Inc. and Kidlivery, LLC 1933 S. Broadway, Suite 1144 Los Angeles, CA 90007
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Sexual Misconduct:

Policy #FINMW1801423

Carrier: Underwriters Lloyds

Effective Date: 11/14/2018

Expiration Date: 11/14/2019

Limit: \$1,000,000

SIR Value: \$50,000

Claims Made Retro Date: 11/7/2014

Auto Liability, TNC Symbol 10, Primary

Applies only during Period 1

Carrier: Fair American Select Insurance Company

Policy Number: ZEN300000301

Effective: 05/01/2019

Expiration: 05/01/2020

Combined Single Limit: \$350,000

Auto Physical Damage

Applies only during Periods 2-3

Carrier: Fair American Select Insurance Company

Policy Number: ZEN300000201

Effective: 05/01/2019

Expiration: 05/01/2020

Limit: ACV

Deductible: \$1,000

Directors and Officers

Carrier: Continental Casualty Company

Policy Number: 596631152

Effective: 02/15/2019

Expiration: 02/15/2020

Limit: \$1,000,000

SIR: \$10,000

Technology & Platform Professional Liability

Carrier: Underwriters Lloyds, London

Policy Number: YP180010

Effective: 07/26/2018

Expiration: 07/26/2019

Per Claim/Aggregate: \$2,000,000

SIR: \$25,000

PUBLIC UTILITIES COMMISSION

505 Van Ness Avenue
San Francisco, CA 94102-3298**CLASS P TRANSPORTATION NETWORK COMPANY PERMIT**
EXPIRES ON FEBRUARY 3, 2021 - SEE PARAGRAPH (11)

PERMIT NO. TCP0034668 - P N

HOPSKIPDRIVE INC
1933 S. BROADWAY #1144
LOS ANGELES CA 90007

The above-named Carrier, having made written application to the Public Utilities Commission of the State of California for a permit to operate as a CHARTER-PARTY CARRIER OF PASSENGERS, TRANSPORTATION NETWORK COMPANY, pursuant to Sections 5351 through 5443 of the Public Utilities Code and Commission Decisions 13-09-045, 14-04-022 and 14-11-043, is granted this permit authorizing the transportation of passengers by motor vehicle over the public highways of the State of California as a CHARTER-PARTY CARRIER OF PASSENGERS, TRANSPORTATION NETWORK COMPANY, as defined in said Code and decisions, subject to the following conditions:

- (1) This permit is issued pursuant to Public Utilities Code Section 5384(b), and Decision 13-09-045.
- (2) The requirements and status of your issued TNC permit may change pending determinations the Commission may make in Rulemaking 12-12-011 or a successor proceeding.
- (3) Said Carrier shall comply with the insurance requirements of Public Utilities Code Section 5433 and Decision 14-11-043.
- (4) All transportation must be prearranged through the use of an online-enabled application or platform.
- (5) Said Carrier shall comply with all Commission orders, decisions, rules, directions, and requirements governing the operations of said Carrier, including Decisions 13-09-045, 14-04-022 and 14-11-043, and shall remit to the Commission the Transportation Reimbursement Fee required by Public Utilities Code Section 403.
- (6) This permit is subject to amendment, modification, suspension or revocation as provided in the Public Utilities Code and in Commission Resolutions PE-498, PE-501, and TL-18336.
- (7) This permit may not be sold, assigned, leased, or otherwise transferred or encumbered without Commission authorization.
- (8) This permit does not authorize the Carrier to conduct operations on the property of or into any airport unless such operation is authorized by the airport authority involved.
- (9) This permit authorizes Carrier to facilitate rides between passengers and private drivers using their own personal vehicles. "Personal vehicle" means the vehicle for which the authorized TNC driver is the registered owner (with the Department of Motor Vehicles), or of which the authorized TNC driver has a legal right to possess the vehicle, pursuant to Public Utilities Code Section 5362, Vehicle Code Sections 460 and 370, as these code sections currently exist and may be revised, and any other relevant laws.
- (10) A TNC is not permitted to itself own vehicles used in its operation or own fleets of vehicles.
- (11) The use of top lights and/or taxi meters in all vehicles operated under this permit is prohibited (Decision 82-05-069). This permit does not authorize the street hailing of passengers.
- (12) This permit expires February 3, 2021. It may be renewed every three (3) years upon submission and approval of a renewal application. This renewal application should be submitted 90-days prior to the expiration date.

Dated this 17th day of November, 2017

BY

*Valerie Beck*Valerie Beck
Program Manager, Consumer Protection and Enforcement Division