



**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VA 22201**

**RIDER AGREEMENT NO. 22-CPHD-R-665**

THIS AGREEMENT (hereinafter "Agreement") is made, on March 28, 2022, between ALC Schools, LLC ("Contractor"), a Delaware limited liability company with a place of business at 5680 Greenwood Plaza Blvd., Suite 550S, Greenwood Village, Colorado 80111, authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

**1. CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Exhibit A Region 4 Education Service Center (ESC) (partnering with OMNIA Partners) Solicitation Number 19-04, Exhibit B Contract # R190401, and Exhibit C Attachments 1, 2, and 3, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Region 4 ESC and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with Region 4 ESC. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

**2. CONTRACT TERM**

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County", and shall be completed no later than December 31, 2022 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Region 4 ESC renews their agreement identified in Exhibit B, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from January 1, 2023 to December 31, 2024 ("Subsequent Contract Term").

However, if the Region 4 ESC does NOT renew their agreement identified in Exhibit B, this Agreement shall automatically expire on the contract expiration date.

**3. PAYMENT**

Payment will be made by the County to the Contractor within thirty (30) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

**4. SCOPE OF WORK**

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter “the Work”). The primary purpose of the Work is to furnish student transportation.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor’s responsibility, at the Contractor’s sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor’s responsibility to manage the details and execution of the Work.

**5. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer (“Project Officer”) who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

**6. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

**7. NON-APPROPRIATION** All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County’s written notice.

**8. COVID-19 VACCINATION POLICY FOR CONTRACTORS**

Due to the COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. All County Contractors, entering County owned, controlled, or leased facilities or facilities operated by a contractor if the services provided at that location are exclusive to Arlington County Government or contractors with public facing responsibilities must adopt these policies for implementation with their employees and subcontractors working on County contracts.

Contractors are required to obtain and maintain the COVID-19 vaccine status of employees or subcontractors, require any unvaccinated or not fully vaccinated employees to follow a weekly testing protocol established by the Contractor to submit to weekly testing, and provide any accommodations as required by law. Contractor should submit the certification of compliance to the Purchasing Agent at the time of contract execution and within five working days of the end of each quarter (see Exhibits D and E). In addition, all Contractor and subcontractor employees subject to the requirements of this section must also comply with the County COVID-19 masking and social distancing protocols, as signed at each County location.

It is recognized that the COVID-19 pandemic is an ongoing health crisis. As such, requirements with respect to health and safety, including vaccines and face-coverings may change over time. Contractors are expected to adhere to the County requirements as they evolve in response to the crisis.

For questions, the Contractor may email [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

**9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

**10. NOTICES**

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

**TO THE CONTRACTOR:**

Megan Carey  
Chief Development Officer  
ALC Schools  
Phone: 877-225-7750  
Email: [alc@alcschools.com](mailto:alc@alcschools.com)

**TO THE COUNTY:**

Andrew Hartsig

Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 700  
Arlington, Virginia 22201  
Phone: (703) 228-3787  
Email: [ahartsig@arlingtonva.us](mailto:ahartsig@arlingtonva.us)

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB  
Purchasing Agent  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 500  
Arlington, Virginia 22201  
Phone: (703) 228-3294  
Email: [slewis1@arlingtonva.us](mailto:slewis1@arlingtonva.us)

**TO COUNTY MANAGER’S OFFICE (FOR PROJECT CLAIMS):**

Mark Schwartz, County Manager  
Arlington County, Virginia  
2100 Clarendon Boulevard, Suite 318  
Arlington, Virginia 22201

**11. ARLINGTON COUNTY BUSINESS LICENSES**

The Contractor must comply with the provisions of Chapter 11 (“Licenses”) of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail [business@arlingtonva.us](mailto:business@arlingtonva.us).

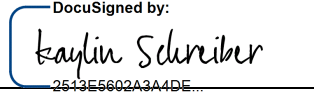
**12. COUNTERPARTS**

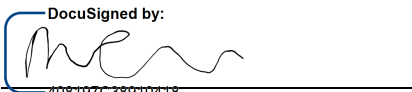
This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON  
COUNTY, VIRGINIA

ALC SCHOOLS, LLC

AUTHORIZED SIGNATURE:  2543E5602A3A4DE...

AUTHORIZED SIGNATURE:  408197C38910418...

NAME: Kaylin Schreiber

NAME: Megan Carey



TITLE: Procurement officer

TITLE: Chief Development officer

DATE: 3/30/2022

DATE: 3/30/2022

## EXHIBIT A



7145 West Tidwell Road ~ Houston, Texas 77092  
(713)-462-7708  
[www.esc4.net](http://www.esc4.net)

### NOTICE TO OFFEROR

Solicitation Number 19-04

Request for Proposal (“RFP”)  
by

Region 4 Education Service Center (“ESC”)

for

Alternative Student/Customer Transportation

**SUBMITTAL DEADLINE: Tuesday, February 26, 2019, 2:00 PM  
CENTRAL TIME**

**Crystal Wallace, Business Operations Specialist (713)744-8189**

Questions regarding this RFP must be submitted in writing to [questions@esc4.net](mailto:questions@esc4.net) no later than February 6, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 pm CT. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

#### NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on February 5, 2019 at 2:00 pm in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at [cwallace@esc4.net](mailto:cwallace@esc4.net), by January 30, 2019. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: January 23, 2019

## I. SCOPE OF WORK

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Alternative Student/Customer Transportation. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Alternative Student/Customer Transportation, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 34 open-enrollment charter schools, representing more than 1.2 million students, 97,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

### NATIONAL CONTRACT

Region 4 ESC as the Principal Procurement Agency, defined in Exhibit D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”). Exhibit D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. As a channel partner with Vizient (formally, Novation), OMNIA Partners leverages over \$100 billion in annual supply spend to command the best prices for products and services. With corporate, pricing and sales commitments from the Offeror, OMNIA Partners provides marketing and administrative support for the Offeror that

directly promotes the Offeror's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Offeror benefits from a contract that allows Participating Public Agencies to directly purchase goods and services without the Offeror's need to respond to additional competitive solicitations. As such, the Offeror must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Offeror and respond to the OMNIA Partners documents (Exhibit A).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Alternative Student/Customer Transportation purchased under the Master Agreement through OMNIA Partners is approximately \$50 (fifty) million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

It is the intention of Region 4 ESC to establish a contract for Alternative Student/Customer Transportation. Contractors shall perform covered services under the terms of this agreement. Offerors shall provide pricing based on a discount off list price, or fixed price, or a combination of both with indefinite quantities. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. If Offeror has existing cooperative contracts in place, Offeror is requested to submit pricing equal or better than those in place.

Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple contractors. Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories.

Region 4 ESC is seeking a service provider that has the depth, breadth and quality of resources necessary to complete all phases of this contract. In addition, Region 4 ESC also requests any value add commodity or service that could be provided under this contract.

While this solicitation specifically covers Alternative Student/Customer Transportation, respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

**II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):**

<u>Event</u>	<u>Date</u>
Issue RFP	January 23, 2019
Pre-proposal Conference	February 5, 2019
Deadline for receipt of questions via email	February 18, 2019
Issue Addenda (if required)	TBD

Proposal Due Date  
Approval from Region 4 ESC  
Contract Effective Date

February 26, 2019  
April 23, 2019  
January 1, 2020

### III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

**Contract:** The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

**Contractor:** Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

**Days:** calendar days

**Offeror:** A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at [questions@esc4.net](mailto:questions@esc4.net) no later than February 18, 2019. All questions and answers will be posted to <http://www.esc4.net/services/purchasing/region-4-nipa-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;

- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. Current products: Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. Proposal Format: Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents

Tab 4 – Qualification and Experience

a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy (Appendix C, Doc #1)
  - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
  - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
  - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
  - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the “Acknowledgment and Acceptance of Region 4 ESC’s Open Records Policy” (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

8. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.  
  
Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
  - b) To the best of Offeror’s knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that

would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

- 9. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

- 10. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

- 11. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Solicitation Name and Number \_\_\_\_\_ Due Date and Time \_\_\_\_\_

- 12. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

- 13. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case,



Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

14. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
15. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
16. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
17. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
18. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
19. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
20. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the

exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

21. Samples (If applicable): Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
22. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
23. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
24. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
25. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
  - a) Name, address and telephone number of protester;
  - b) Original signature of protester or its representative;
  - c) Identification of the solicitation by RFP number;
  - d) Detailed statement of legal and factual grounds including copies of relevant documents; and
  - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

#### **IV. EVALUATION PROCESS AND CRITERIA**

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:

- a) Products/Services/Pricing (40 Points)
- b) Performance Capability (30 Points)
- c) Qualification and Experience (20 Points)
- d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

**a) Products/Services/Pricing**

- i. Offerors shall provide pricing based on a discount from a price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories.
- ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
  - Manufacturer part # (if applicable)
  - Offeror's Part # (if different from manufacturer part #)
  - Description
  - Manufacturers Suggested List Price and Net Price
  - Net price to Region 4 ESC (including freight)Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e. Pin or Jump Drives).
- iii. Is pricing available for all products and services?
- iv. Describe any shipping charges. (If applicable)
- v. Provide pricing for warranties on all products and services.
- vi. Describe any return and restocking fees. (If applicable)
- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xi. Describe how future service or product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot

exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

**b) Performance Capability**

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. Describe Offeror's history of meeting the shipping and delivery timelines.
- vi. Describe Offeror's ability to meet service and warranty needs.
- vii. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- viii. Describe Offeror's invoicing process.
- ix. Describe Offeror's contract implementation/customer transition plan.
- x. Describe the financial condition of Offeror.
- xi. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xii. Describe the Offeror's safety record.
- xiii. Include sample reports.
- xiv. Provide any additional information relevant to this section.

**c) Qualification and Experience**

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Provide a complete list of vehicle types and capacities of each.
- iii. Describe how vehicles are tracked (GPS) and monitored.
- iv. Describe Offeror's reputation in the marketplace.
- v. Describe Offeror's reputation of products and services in the marketplace.
- vi. Describe Offeror's ability to provide National coverage.

- vii. List the states in which you comply with student transportation regulations and procedures for maintaining compliance.
- viii. Describe the experience and qualification of key employees.
- ix. Describe Offeror's experience working with the government/public and education sector/agencies.
- x. Contractor must confirm that drivers have received training, to include, but not limited to the following areas:
  - Customer Service, Communication and Stress Management
  - Americans with Disabilities Act
  - Service Animals
  - Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
  - Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
  - Wheelchairs
  - Emergency and Evacuation Procedures
  - Driver/Passenger Sexual Improprieties
- xi. The Contractor shall submit with its response to this RFP a current organization chart that includes staff member names, positions, experience level and operating locations. The Contractor must supply administrative personnel, including a key account representative, who have demonstrated, through previous assignments, the ability to assume the responsibilities associated with administering a transportation program encompassed by this contract.
- xii. Each agency specific policies and procedures
- xiii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- xiv. Provide a minimum of three (3) customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services, number of individuals served (students/customers) and annual volume.
- xv. Provide any additional information relevant to this section.

**d) Value Add**

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

## V. PRODUCT / SERVICES SPECIFICATIONS

### GENERAL INFORMATION:

#### Route Information

Student/customer Information shall be provided by participating agency which may include: student/customer addresses, schools of attendance, schedules, equipment needs, current inventory of vehicles used for transporting the students/customer and approximate associated costs.

If provided, Contractor recognizes that this information is protected or encrypted under federal law and should hold it confidential and use it only to establish routes for quoting purposes.

#### Contractor Qualifications

Transportation will be established based upon the student/customer enrollment provided by the participating agency and may change. Preference will be given to the transportation company who can provide the most effective combination of services to support the needs of the agency, including;

- Management of the transportation program
- Routing strength
- Driver consistency
- Communications, with agency, Faculty and Parents (Contractor may be required to list hours of operation and response modes)
- Ambulatory transportation
- Wheel chair transportation
- Special needs transportation, including McKinney-Vento and 504 Needs (Contractor may be required to list experience in transporting students with special needs)
- Contractor will be required to provide appropriate compliant vehicles and trained drivers to meet the needs of each specific trip

Contractors must be flexible to accommodate fluctuations in routing in a timely manner as determined by each agency. For alternative transportation, route changes are considerably more frequent than in regular education transportation due to frequent changes in designations and laws.

The Contractor shall in addition to alternative transportation service, provide illness, suspension and miscellaneous student pickup as needed.

The Contractor must coordinate all alternative transportation service with participating agencies transportation offices unless otherwise determined.

Participating agencies may require a contract review or termination of services if transportation for any student/customer not defined by the participating agency is provided.

## **PERFORMANCE REQUIREMENTS**

### General Requirements

The Contractor shall provide alternative transportation service for a participating agency in accordance with the terms and conditions specified herein. For purposes of this document, the Contractor shall agree that alternative transportation service shall be defined only as a portal-to-portal transportation service in the appropriate vehicle.

Participating agencies may require non-designated individuals not be allowed to ride in vehicles transporting participating agency students. The Contractor shall provide safe and timely service. The Contractor shall transport the students/customers to/from school or designated location(s) in a time frame determined appropriate by the participating agency.

If requested by the participating agency, the Contractor shall provide alternative transportation service at any time.

### Reporting

Contractor shall provide each agency with the following monthly reports, as indicated below:

1. Daily am/pm student/customer "No Show" report
2. Student/customer's monthly Detailed Trip Report
  - a. Students/customer Name
  - b. Number of trips
  - c. Mileage for the route
  - d. Pricing Considerations
  - e. Date of Service

### Equipment

Contractor will provide age appropriate child restraint equipment such as safety vests, booster chairs and car seats. However, as enrollment/demand changes so might transportation equipment need. Each agency cannot guarantee any quantity of service, students/customers, runs, routes or vehicles.

The Contractor shall provide wheel chair accessible vehicles as needed.

### Execution of Routes

Each participating agency shall provide the Contractor with information pertinent to transportation of students/customers. Said information shall include the students/customers requiring alternative transportation and their respective addresses, pickup/drop-off locations, school name, bell times and special equipment needed (i.e. car seats, safety vests/harnesses and wheel chairs). Each participating agency will approve all routes based on additions and changes.

Contractor will describe transition and start up plans that create smooth operation (provide examples of the agencies start up plans, to include scope, number of vehicles, required equipment, organizational structure, timing and number of routes).

The Contractor shall make all changes for regularly scheduled routes within the time period specified by the agency after notification by the agency. The Contractor shall ensure that all vehicles assigned for student/customer pickup shall arrive at the pickup location on-time, Contractor to define methodology for verification of on time performance and monitoring overall trip performance. If the student/customer is not ready at scheduled pick-up time, the Contractor is to wait a designated time approved by each participating agency and contact the family. If the student(s) are still not ready, the Contractor is to designate the pick-up as a no-show and go to the next location. The Contractor is to detail the current no show procedure. If the agency or a parent has called the Contractor at least twenty-four (24) hours before pick-up time to cancel the ride, the Contractor is to designate it as a cancellation.

The Contractor shall not transport more than three (3) students/customers at one time in a sedan or nine (9) in a fully compliant van unless otherwise agreed to by the participating agency. All students/customers may require seat belts as well as age appropriate child restraint equipment such as booster and/or car seats (as specified by the "School District") for sedan and van transportation, as required by the participating agency.

#### Dispatch/Communications

Contractor shall provide a methodology for communicating with drivers during all hours of operation.

#### Disaster Recovery and Business Continuity Plan

Contractor shall provide a disaster and business continuity plan in the event of an emergency situation, national disaster or other catastrophic event to ensure business continuity for services and protection of student data.

#### On-time Performance

Contractor to detail the methodology for monitoring and maintaining on time/route performance. Contractor is to have a demonstrated-on time performance standard. Failing to meet this on time performance may subject the Contractor to liquidated damages if agreed to by a participating agency in a supplemental agreement.

Unplanned weather conditions, detours and traffic delays and other traffic situations will occur. However, Contractor must be able to demonstrate a communications plan for such occurrences, leading to a history of on time performance.

#### Incidents

Incidents can be as minor as an offensive comment between students/customers to an actual physical altercation. All incidents must be reported in written report form including all parties listed and involved. Contractor to detail the incident procedure and how / when the agency is informed.

### **SPECIFIC TRANSPORTATION REQUIREMENTS:**

#### Personnel Requirements

The Contractor must supply drivers who:

- a) Have all applicable state licensing all applicable endorsements for pupil transportation.
- b) Are licensed in accordance with all applicable federal, state board of education laws, regulations, and policies.



- c) Have a good driving record as verified by the state and governing bodies.
  - i) The contractor shall verify each driving record upon initiation of service and then every year thereafter. Such records shall be placed into the driver's file and must be accessible upon request
  - ii) The contractor shall not use drivers to fulfill the contract who have accrued more than three (3) moving violations for any reason in the last two (2) years and shall not ever use drivers who have had a DUI, DWI or controlled substance related violation.
- d) Will drive in a careful and prudent manner, exercising at all times the highest degree of care, and observing and complying with all rules of the road and traffic regulations.
- e) Will not use tobacco products while students are present in the vehicle or on school grounds. Drivers as well as their vehicles must not smell of smoke or any other offensive odor.
- f) No person shall provide service where the report of any findings or criminal history convictions, as obtained through state and national searches (DOJ and other state and local specific regulations)
  - i) The contractor shall verify and be liable for the payment of all driver criminal record checks prior to transporting students. Such verification shall be placed in the driver's file.

The Contractor shall have conduct standards addressing professional dress and hygiene code for its drivers. Professional dress includes clean clothes (pants, and shirts with sleeves and collars). The drivers must not wear attire that might be considered offensive as determined by families, students, faculty and / or staff. Hygiene includes clean shaven, groomed hair (including facial) and refraining from the use heavy/offensive colognes. Drivers must also not display offensive tattoos and piercings. Professional dress, hygiene, tattoos and piercing will be at each agencies discretion.

The Contractor will conform to any and all requirements of the participating agency regarding identification of drivers and/or vehicles. It will be the contractor's responsibility to establish the member agency's requirements and to know and adhere to any and all relevant state and federal requirements.

#### Personnel Compliance

The Contractor shall maintain records on all employees, drivers or sub-contractors that demonstrate all personnel requirements of the contract have been met. The personnel file shall contain current copies of the following:

- 1) Department of Motor Vehicle Record's Check – historical driving record.
- 2) Department of Justice (DOJ) background check that meet or exceed the state laws.
- 3) Any other background checks or personnel information as required by state, local, or district policies.
- 4) Verification of enrollment in an on-going drug / alcohol testing program. The customer reserves the right to require drug / alcohol testing at random, for drivers authorized by the District for this contract and "for cause" drug / alcohol testing as deemed appropriate. All drivers must abstain from the use of alcohol and drugs in the performance of their duties under this contract. In addition, drivers will not be under the influence of alcohol or drugs during the performance of their duties under this contract. The contractor shall be liable for all Drug and Alcohol Testing. No driver may be utilized for this contract that fails a Drug and / or Alcohol Test.

- 5) Verification of a negative test result for Tuberculosis (TB testing) as required by state law.
- 6) Current Driver's License appropriate for driving the vehicle of assignment.
- 7) Or any other requirements a participating agency may have.

The Contractor shall make all personnel records available to a participating agency within 72 hours of a written request.

#### Investigation

If requested by the using agency, the Contractor shall investigate any employee's performance.

#### Driver Training

Contractor must confirm that all drivers have met the qualifications, training and credentialing requirements of a participating agency.

No driver shall be permitted to transport any student/customer for the using agency without being pre-screened and successfully completing all training components. Contractor shall employ a system for ensuring that no driver is dispatching to transport each agencies students/customer, if any training or certification components are incomplete. Contract shall keep all training and certification records on file and shall make them available to the agency upon request.

Contractor shall ensure that all customer service agents and dispatch personnel receive training in the areas of customer service, accident and incident training, and agency specific policies and procedures as required by the member.

#### Accident/Incident Procedures

The Contractor shall immediately notify the participating agency of any accident/incident involving their vehicle while transporting students. The Contractor must file a written report with the participating agency within an agreed upon number of days following an accident.

The agency reserves the right to outline specific accident procedures and reporting to the Contractor, not listed in this RFP.

#### Vehicle and Equipment Requirements

The Contractor must supply vehicles that meet all state, county and/or federal requirements and laws. All vehicles must possess any required permits allowing them to transport passengers for the state or county.

The Contractor shall maintain all vehicles in a clean, non-offensive smelling, safe and reliable mechanical condition.

The Contractor may be required by participating agencies to equip all fully compliant vans and sedans with a seat belt for all passengers. All seat belts must be visible and work properly. In addition, they must have the proper child restraints including booster or car seats for those students that require them (as determined by each agency). The Contractor shall provide to the agency, upon request, a list of vehicles used under the contract (updated

as needed) which states the description of each vehicle, license number, inspection number if appropriate, operating authority license and model year prior. If a vehicle is removed from service, the agency shall be notified in a timely manner. The agency reserves the right to audit these vehicles and/or records at any time.

## **OTHER REQUIREMENTS**

### Inclément Weather

During inclement weather, the Contractor will follow the participating agency's decision to have school/event or cancel same. If school/event is cancelled due to weather conditions within the agency, the Contractor will not transport.

## **OTHER CONTRACT REQUIREMENTS**

### Contractor Liability

The Contractor shall be responsible for any and all injury or damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition to the liability imposed upon the Contractor on account of personal injury, bodily injury (including death), or property damage suffered as a result of the Contractor's negligence, the Contractor assumes the obligation to save the agency, including its employees, and assigns, from every expense, liability, or payment arising out of such negligent act. The Contractor also agrees to hold the agency including its, employees and assigns, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. However, the Contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the agency, including its employees and assigns.

### Subcontractors

If approved by the participating agency, the Contractor may subcontract for those services described herein provided that any subcontracted company complies with all federal, state and local rules, regulations and employment laws pertaining to services describe herein. Subcontractors must also include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the participating agency and to ensure that the agency is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the agency and the Contractor. The Contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in the contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.

Subcontractors must comply with participating agency insurance requirements and are subject to all requirements listed herein, and the Contractor shall be responsible for ensuring that subcontractors meet all above requirements.

The use of independent contracted drivers and/or rideshare companies is not permissible.

### Insurance

#### Required Insurance:

- Worker's Compensation Coverage in compliance with all applicable state workers' compensation laws.
- Employer' Liability, with limits of \$100,000 each accident, \$100,000 each employee by disease and \$500,000 aggregate by disease.
- Commercial General Liability \$2,000,000 each occurrence and aggregate
- Automobile Liability \$1,000,000 combined single limit of liability per accident providing coverage for owned, hired and non-owned vehicles.
- Sexual Misconduct Liability \$3,000,000 each victim and aggregate.
- The customer shall be named as an additional insured on Bidder's General Liability and Automobile. All insurance must be provided by insurance companies rated A- VII or better by A.M. Best.
- All policies shall be primary and non-contributory to any insurance maintained by the agency.

### Contractor Status

The Contractor represents themselves to be an independent contractor offering such services to the general public and shall not represent themselves or their employees to be an employee of the participating agency. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save and hold the agency, its officers, agents and employees harmless from and against any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

### Coordination

The Contractor shall fully coordinate all contract activities with those activities of the participating agency. As the work of the Contractor progresses, advice and information on matters covered by the contract shall be made available by the Contractor to the participating agency throughout the effective period of the contract.

### Property of Agency

All reports, documentation and material developed or acquired by the Contractor, as a direct requirement specified in the Contract shall become the property of each respective participating agency. The Contractor shall agree and understand that all discussions with the Contractor and all information gained by the Contractor as a result of the Contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the Contract shall be released to the public without the prior written consent of the respective participating agency.

**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R \_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract

- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery (If applicable). Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance (If applicable). If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.



- 19) Discontinued Products (If applicable). If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 24) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 25) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 26) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be

allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 27) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 28) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 29) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 30) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 31) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_

Email Address \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Authorized signature \_\_\_\_\_

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name



**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature & Title

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

**Contact**

\_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Address**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

\_\_\_\_\_

**Official  
Authorizing  
Proposal**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_

\_\_\_\_\_  
**Printed Name**

**Phone**

\_\_\_\_\_

\_\_\_\_\_  
**Position with Company**

**Fax**

\_\_\_\_\_

*Appendix C, DOC # 3*

**Implementation of House Bill 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*



Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, \_\_\_\_\_, as an authorized representative of

\_\_\_\_\_, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

\_\_\_\_\_  
Signature of Named Authorized Company Representative

\_\_\_\_\_  
Date

## **Appendix D**



### **Requirements for National Cooperative Contract**

**To be Administered by**

**OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE

OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS

OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**OMNIA PARTNERS EXHIBITS****EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT****1.0 Scope of National Cooperative Contract**

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

**1.1 Requirement**

Region 4 ESC (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), is requesting proposals for Alternative Student/Customer Transportation. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“Master Agreement”) be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a

**OMNIA PARTNERS COMPANY EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

**1.2 Marketing, Sales and Administrative Support**

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

**1.3 Estimated Volume**

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 (fifty) million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

**1.4 Award Basis**

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Contract if the purchase order is issued prior to the expiration of the Contract. Supplier is responsible for reporting all sales and paying the applicable administrative fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

**1.5 Objectives of Cooperative Program**

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT A- RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

**2.0 REPRESENTATIONS AND COVENANTS**

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

**2.1 Corporate Commitment**

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

**2.2 Pricing Commitment**

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

**2.3 Sales Commitment**

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

**3.0 SUPPLIER RESPONSE**

Supplier must supply the following information in order for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

**3.1 Company**

- A. Brief history and description of Supplier.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.

- E. Submit FEIN and Dunn & Bradstreet report.
- F. Describe any green or environmental initiatives or policies.
- G. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program.
- H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disable veterans, etc.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
  - a. is a publicly held corporation and this reporting requirement is not applicable;
  - b. is not owned or operated by anyone who has been convicted of a felony; or
  - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

### **3.2 Distribution, Logistics**

- A. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

### **3.3 Marketing and Sales**

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
  - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
  - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
  - i. Creation and distribution of a co-branded press release to trade publications
  - ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days



- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
  - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
  - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
  - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
  - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
  - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
    - OMNIA Partners standard logo;
    - Copy of original Request for Proposal;
    - Copy of contract and amendments between Principal Procurement Agency and Supplier;
    - Summary of Products and pricing;
    - Marketing Materials
    - Electronic link to OMNIA Partners' website including the online registration page;
    - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
  - ii. Best government pricing
  - iii. No cost to participate
  - iv. Non-exclusive contract
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
- i. Key features of Master Agreement
  - ii. Working knowledge of the solicitation process
  - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

Requirements for National Cooperative Contract

- iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
  - i. Executive Support
  - ii. Marketing
  - iii. Sales
  - iv. Sales Support
  - v. Financial Reporting
  - vi. Accounts Payable
  - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
- K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ \_\_\_\_\_ .00 in year one  
\$ \_\_\_\_\_ .00 in year two  
\$ \_\_\_\_\_ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

- N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances

where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

OMNIA PARTNERS EXHIBITS  
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE



ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this \_\_\_ day of \_\_\_\_\_ 20\_\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners"), and \_\_\_\_\_ ("Supplier").

RECITALS

**WHEREAS**, the \_\_\_\_\_ (the "Principal Procurement Agency") has entered into a Master Agreement dated \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the "Product");

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

## DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **TERM OF AGREEMENT; TERMINATION**

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners shall have the right to terminate this Agreement, at OMNIA Partners' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

## **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_\_ percent (\_\_\_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing

to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

B. Supplier:

[\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_]

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.



**[INSERT SUPPLIER ENTITY NAME]**

NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY  
d/b/a OMNIA Partners Public Sector

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Signature

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Signature

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Name

Sarah Vavra

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Title

Name  
Sr. Vice President, Public Sector Contracting

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Date

Title

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Date

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,**  
**EXAMPLE**

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “Agreement”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“Principal Procurement Agencies”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”) to be appended and made a part hereof and such other public agencies (“Participating Public Agencies”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “OMNIA Partners Parties”) by either registering on a OMNIA Partners Party website (such as [www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or [www.nationalipa.org](http://www.nationalipa.org) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “Master Agreements” (herein so called) to provide a variety of goods, products and services (“Products”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public

Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("GPO") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners affiliates and subsidiaries; provided the purchase of Products through a OMNIA Partners Party or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a OMNIA Partners Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT D – OMNIA PARTNERS PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector (“OMNIA Partners”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“Principal Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

**FEDERAL CERTIFICATIONS**

**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

**TO WHOM IT MAY CONCERN:**

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



**OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.**

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

**OMNIA PARTNERS EXHIBITS  
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS**

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**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322**

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Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES \_\_\_\_\_ Initials of Authorized Representative of Vendor

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF AFFORDABLE CARE ACT**

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Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES \_\_\_\_\_ Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name: \_\_\_\_\_

Address, City, State, and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title of Authorized

Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Complete as appropriate:**

*I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.*

**OR:**

*I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.*

**OR:**

*I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.*

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

**Date**

**Authorized Signature and Title**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_ of  
the \_\_\_\_\_  
Name City

in the County of \_\_\_\_\_, State of \_\_\_\_\_

of full age, being duly sworn according to law on my oath depose and say that:

I am the \_\_\_\_\_ of the firm of \_\_\_\_\_

Title

Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Authorized Signature & Title

Subscribed and sworn before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_

SEAL

**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** \_\_\_\_\_

**Street:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

- 2. A photo copy of their Certificate of Employee Information Report

OR

- 3. A complete Affirmative Action Employee Information Report (AA302)\_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

\_\_\_\_\_  
\_\_\_\_\_ **Date**

**Authorized Signature and Title**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative



Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC #4**      **LOCAL CONTRIBUTION DISCLOSURE FORM**  
**Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,  
continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,  
continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

\_\_\_\_\_  
Signature                                  Printed Name                                  Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,  
continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship

Limited Partnership     Limited Liability Corporation     Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.	_____ (Affiant)
(Notary Public)	_____ (Print name & title of affiant)
My Commission expires:	_____ (Corporate Seal)

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

**OMNIA PARTNERS EXHIBITS**  
**EXHIBIT H- OMNIA PARTNERS ADVERTISING COMPLIANCE REQUIREMENT**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHS**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR  
CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA

CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR  
CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITIES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT

ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT  
ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT

LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT  
LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNNDYL, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT

REDMOND, UT  
 RICHFIELD, UT  
 RICHMOND, UT  
 RIVERDALE, UT  
 RIVER HEIGHTS, UT  
 RIVERTON CITY, UT  
 ROCKVILLE, UT  
 ROCKY RIDGE, UT  
 ROOSEVELT CITY CORPORATION, UT  
 ROY, UT  
 RUSH VALLEY, UT  
 CITY OF ST. GEORGE, UT  
 SALEM, UT  
 SALINA, UT  
 SALT LAKE CITY CORPORATION, UT  
 SANDY, UT  
 SANTA CLARA, UT  
 SANTAQUIN, UT  
 SARATOGA SPRINGS, UT  
 SCIPPIO, UT  
 SCOFIELD, UT  
 SIGURD, UT  
 SMITHFIELD, UT  
 SNOWVILLE, UT  
 CITY OF SOUTH JORDAN, UT  
 SOUTH OGDEN, UT  
 CITY OF SOUTH SALT LAKE, UT  
 SOUTH WEBER, UT  
 SPANISH FORK, UT  
 SPRING CITY, UT  
 SPRINGDALE, UT  
 SPRINGVILLE, UT  
 STERLING, UT  
 STOCKTON, UT  
 SUNNYSIDE, UT  
 SUNSET CITY CORP, UT  
 SYRACUSE, UT  
 TABIONA, UT  
 CITY OF TAYLORSVILLE, UT  
 TOOELE CITY CORPORATION, UT  
 TOQUERVILLE, UT  
 TORREY, UT  
 TREMONTON CITY, UT  
 TRENTON, UT  
 TROPIC, UT  
 UINTAH, UT  
 VERNAL CITY, UT  
 VERNON, UT  
 VINEYARD, UT  
 VIRGIN, UT  
 WALES, UT  
 WALLSBURG, UT  
 WASHINGTON CITY, UT  
 WASHINGTON TERRACE, UT  
 WELLINGTON, UT  
 WELLSVILLE, UT  
 WENDOVER, UT  
 WEST BOUNTIFUL, UT  
 WEST HAVEN, UT  
 WEST JORDAN, UT  
 WEST POINT, UT  
 WEST VALLEY CITY, UT  
 WILLARD, UT  
 WOODLAND HILLS, UT  
 WOODRUFF, UT

WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
 ASCENSION PARISH, LA, CLEAR OF COURT  
 CADDO PARISH, LA  
 CALCASIEU PARISH, LA  
 CALCASIEU PARISH SHERIFF'S OFFICE, LA  
 CITY AND COUNTY OF HONOLULU, HI  
 CLACKAMAS COUNTY, OR  
 CLACKAMAS COUNTY DEPT OF  
 TRANSPORTATION, OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR  
 COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR  
 HARNEY COUNTY SHERIFFS OFFICE, OR  
 HAWAII COUNTY, HI  
 HOOD RIVER COUNTY, OR  
 JACKSON COUNTY, OR  
 JEFFERSON COUNTY, OR  
 JEFFERSON PARISH, LA  
 JOSEPHINE COUNTY GOVERNMENT, OR  
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
 LAFAYETTE PARISH, LA  
 LAFAYETTE PARISH CONVENTION & VISITORS  
 COMMISSION  
 LAFOURCHE PARISH, LA  
 KAUAI COUNTY, HI  
 KLAMATH COUNTY, OR  
 LAKE COUNTY, OR  
 LANE COUNTY, OR  
 LINCOLN COUNTY, OR  
 LINN COUNTY, OR  
 LIVINGSTON PARISH, LA  
 MALHEUR COUNTY, OR  
 MAUI COUNTY, HI  
 MARION COUNTY, SALEM, OR  
 MORROW COUNTY, OR  
 MULTNOMAH COUNTY, OR  
 MULTNOMAH COUNTY BUSINESS AND  
 COMMUNITY SERVICES, OR  
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
 MULTNOMAH LAW LIBRARY, OR  
 ORLEANS PARISH, LA  
 PLAQUEMINES PARISH, LA  
 POLK COUNTY, OR  
 RAPIDES PARISH, LA  
 SAINT CHARLES PARISH, LA  
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
 SAINT LANDRY PARISH, LA  
 SAINT TAMMANY PARISH, LA  
 SHERMAN COUNTY, OR  
 TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR  
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
UMATILLA COUNTY, OR  
UNION COUNTY, OR  
WALLOWA COUNTY, OR  
WASCO COUNTY, OR  
WASHINGTON COUNTY, OR  
WEST BATON ROUGE PARISH, LA  
WHEELER COUNTY, OR  
YAMHILL COUNTY, OR  
COUNTY OF BOX ELDER, UT  
COUNTY OF CACHE, UT  
COUNTY OF RICH, UT  
COUNTY OF WEBER, UT  
COUNTY OF MORGAN, UT  
COUNTY OF DAVIS, UT  
COUNTY OF SUMMIT, UT  
COUNTY OF DAGGETT, UT  
COUNTY OF SALT LAKE, UT

COUNTY OF TOOELE, UT  
COUNTY OF UTAH, UT  
COUNTY OF WASATCH, UT  
COUNTY OF DUCHESNE, UT  
COUNTY OF UINTAH, UT  
COUNTY OF CARBON, UT  
COUNTY OF SANPETE, UT  
COUNTY OF JUAB, UT  
COUNTY OF MILLARD, UT  
COUNTY OF SEVIER, UT  
COUNTY OF EMERY, UT  
COUNTY OF GRAND, UT  
COUNTY OF BEVER, UT  
COUNTY OF PIUTE, UT  
COUNTY OF WAYNE, UT  
COUNTY OF SAN JUAN, UT  
COUNTY OF GARFIELD, UT  
COUNTY OF KANE, UT  
COUNTY OF IRON, UT  
COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

BANKS FIRE DISTRICT, OR  
BATON ROUGE WATER COMPANY  
BEND METRO PARK AND RECREATION DISTRICT  
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA  
BOARDMAN PARK AND RECREATION DISTRICT  
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL  
CITY OF BOGALUSA SCHOOL BOARD, LA  
CLACKAMAS RIVER WATER  
CLATSKANIE PEOPLE'S UTILITY DISTRICT  
CLEAN WATER SERVICES  
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
COOS FOREST PROTECTIVE ASSOCIATION  
CHEHALEM PARK AND RECREATION DISTRICT  
DAVID CROCKETT STEAM FIRE COMPANY #1, LA  
EUGENE WATER AND ELECTRIC BOARD  
HONOLULU INTERNATIONAL AIRPORT  
HOODLAND FIRE DISTRICT #74  
HOUSING AUTHORITY OF PORTLAND  
ILLINOIS VALLEY FIRE DISTRICT  
LAFAYETTE AIRPORT COMMISSION, LA  
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
LOUISIANA PUBLIC SERVICE COMMISSION, LA  
LOUISIANA WATER WORKS  
MEDFORD WATER COMMISSION  
MELHEUR COUNTY JAIL, OR  
METRO REGIONAL GOVERNMENT  
METRO REGIONAL PARKS

METROPOLITAN EXPOSITION RECREATION COMMISSION  
METROPOLITAN SERVICE DISTRICT (METRO)  
MULTNOMAH EDUCATION SERVICE DISTRICT  
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
NORTHEAST OREGON HOUSING AUTHORITY, OR  
PORT OF BRANDON, OR  
PORT OF MORGAN CITY, LA  
PORTLAND DEVELOPMENT COMMISSION, OR  
PORTLAND FIRE AND RESCUE  
PORTLAND HOUSING CENTER, OR  
OREGON COAST COMMUNITY ACTION  
OREGON HOUSING AND COMMUNITY SERVICES  
OREGON LEGISLATIVE ADMINISTRATION  
ROGUE VALLEY SEWER, OR  
SAINT LANDRY PARISH TOURIST COMMISSION  
SAINT MARY PARISH REC DISTRICT 2  
SAINT MARY PARISH REC DISTRICT 3  
SAINT TAMMANY FIRE DISTRICT 4, LA  
SALEM MASS TRANSIT DISTRICT  
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA  
SOUTH LAFOURCHE LEVEE DISTRICT, LA  
TRI-COUNTY METROPOLITAN  
TRANSPORTATION DISTRICT OF OREGON  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY WATER DISTRICT  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
BEAVERTON SCHOOL DISTRICT  
BEND-LA PINE SCHOOL DISTRICT

BOGALUSA HIGH SCHOOL, LA  
BOSSIER PARISH SCHOOL BOARD  
BROOKING HARBOR SCHOOL DISTRICT

CADDO PARISH SCHOOL DISTRICT  
CALCASIEU PARISH SCHOOL DISTRICT  
CANBY SCHOOL DISTRICT  
CANYONVILLE CHRISTIAN ACADEMY  
CASCADE SCHOOL DISTRICT  
CASCADES ACADEMY OF CENTRAL OREGON  
CENTENNIAL SCHOOL DISTRICT  
CENTRAL CATHOLIC HIGH SCHOOL  
CENTRAL POINT SCHOOL DISTRICT NO.6  
CENTRAL SCHOOL DISTRICT 13J  
COOS BAY SCHOOL DISTRICT NO.9  
CORVALLIS SCHOOL DISTRICT 509J  
COUNTY OF YAMHILL SCHOOL DISTRICT 29  
CULVER SCHOOL DISTRICT  
DALLAS SCHOOL DISTRICT NO.2  
DAVID DOUGLAS SCHOOL DISTRICT  
DAYTON SCHOOL DISTRICT NO.8  
DE LA SALLE N CATHOLIC HS  
DESHUTES COUNTY SCHOOL DISTRICT NO.6  
DOUGLAS EDUCATIONAL DISTRICT SERVICE  
DUFUR SCHOOL DISTRICT NO.29  
EAST BATON ROUGE PARISH SCHOOL DISTRICT  
ESTACADA SCHOOL DISTRICT NO.10B  
FOREST GROVE SCHOOL DISTRICT  
GEORGE MIDDLE SCHOOL  
GLADSTONE SCHOOL DISTRICT  
GRANTS PASS SCHOOL DISTRICT 7  
GREATER ALBANY PUBLIC SCHOOL DISTRICT  
GRESHAM BARLOW JOINT SCHOOL DISTRICT  
HEAD START OF LANE COUNTY  
HIGH DESERT EDUCATION SERVICE DISTRICT  
HILLSBORO SCHOOL DISTRICT  
HOOD RIVER COUNTY SCHOOL DISTRICT  
JACKSON CO SCHOOL DIST NO.9  
JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
JEFFERSON PARISH SCHOOL DISTRICT  
JEFFERSON SCHOOL DISTRICT  
JUNCTION CITY SCHOOLS, OR  
KLAMATH COUNTY SCHOOL DISTRICT  
KLAMATH FALLS CITY SCHOOLS  
LAFAYETTE PARISH SCHOOL DISTRICT  
LAKE OSWEGO SCHOOL DISTRICT 7J  
LANE COUNTY SCHOOL DISTRICT 4J  
LINCOLN COUNTY SCHOOL DISTRICT  
LINN CO. SCHOOL DIST. 95C  
LIVINGSTON PARISH SCHOOL DISTRICT  
LOST RIVER JR/SR HIGH SCHOOL  
LOWELL SCHOOL DISTRICT NO.71  
MARION COUNTY SCHOOL DISTRICT  
MARION COUNTY SCHOOL DISTRICT 103  
MARIST HIGH SCHOOL, OR  
MCMINNVILLE SCHOOL DISTRICT NOAO  
MEDFORD SCHOOL DISTRICT 549C  
MITCH CHARTER SCHOOL  
MONROE SCHOOL DISTRICT NO.1J  
MORROW COUNTY SCHOOL DIST, OR  
MULTNOMAH EDUCATION SERVICE DISTRICT  
MULTISENSORY LEARNING ACADEMY  
MYRTLE PINT SCHOOL DISTRICT 41  
NEAH-KAH-NIE DISTRICT NO.56  
NEWBERG PUBLIC SCHOOLS  
NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
NOBEL LEARNING COMMUNITIES  
NORTH BEND SCHOOL DISTRICT 13

NORTH CLACKAMAS SCHOOL DISTRICT  
NORTH DOUGLAS SCHOOL DISTRICT  
NORTH WASCO CITY SCHOOL DISTRICT 21  
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT  
ONTARIO MIDDLE SCHOOL  
OREGON TRAIL SCHOOL DISTRICT NOA6  
ORLEANS PARISH SCHOOL DISTRICT  
PHOENIX-TALENT SCHOOL DISTRICT NOA  
PLEASANT HILL SCHOOL DISTRICT  
PORTLAND JEWISH ACADEMY  
PORTLAND PUBLIC SCHOOLS  
RAPIDES PARISH SCHOOL DISTRICT  
REDMOND SCHOOL DISTRICT  
REYNOLDS SCHOOL DISTRICT  
ROGUE RIVER SCHOOL DISTRICT  
ROSEBURG PUBLIC SCHOOLS  
SCAPPOOSE SCHOOL DISTRICT 1J  
SAINT TAMMANY PARISH SCHOOL BOARD, LA  
SEASIDE SCHOOL DISTRICT 10  
SHERWOOD SCHOOL DISTRICT 88J  
SILVER FALLS SCHOOL DISTRICT 4J  
SOUTH LANE SCHOOL DISTRICT 45J3  
SOUTHERN OREGON EDUCATION SERVICE DISTRICT  
SPRINGFIELD PUBLIC SCHOOLS  
SUTHERLIN SCHOOL DISTRICT  
SWEET HOME SCHOOL DISTRICT NO.55  
TERREBONNE PARISH SCHOOL DISTRICT  
THE CATLIN GABEL SCHOOL  
TIGARD-TUALATIN SCHOOL DISTRICT  
UMATILLA MORROW ESD  
WEST LINN WILSONVILLE SCHOOL DISTRICT  
WILLAMETTE EDUCATION SERVICE DISTRICT  
WOODBURN SCHOOL DISTRICT  
YONCALLA SCHOOL DISTRICT  
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT  
ALIANZA ACADEMY , UT  
ALPINE DISTRICT , UT  
AMERICAN LEADERSHIP ACADEMY , UT  
AMERICAN PREPARATORY ACADEMY , UT  
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT  
BEAR RIVER CHARTER SCHOOL , UT  
BEAVER SCHOOL DISTRICT , UT  
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT  
BOX ELDER SCHOOL DISTRICT , UT  
CBA CENTER , UT  
CACHE SCHOOL DISTRICT , UT  
CANYON RIM ACADEMY , UT  
CANYONS DISTRICT , UT  
CARBON SCHOOL DISTRICT , UT  
CHANNING HALL , UT  
CHARTER SCHOOL LEWIS ACADEMY , UT  
CITY ACADEMY , UT  
DAGGETT SCHOOL DISTRICT , UT  
DAVINCI ACADEMY , UT  
DAVIS DISTRICT , UT  
DUAL IMMERSION ACADEMY , UT  
DUCHESNE SCHOOL DISTRICT , UT  
EARLY LIGHT ACADEMY AT DAYBREAK , UT  
EAST HOLLYWOOD HIGH , UT  
EDITH BOWEN LABORATORY SCHOOL , UT

EMERSON ALCOTT ACADEMY , UT  
 EMERY SCHOOL DISTRICT , UT  
 ENTHEOS ACADEMY , UT  
 EXCELSIOR ACADEMY , UT  
 FAST FORWARD HIGH , UT  
 FREEDOM ACADEMY , UT  
 GARFIELD SCHOOL DISTRICT , UT  
 GATEWAY PREPARATORY ACADEMY , UT  
 GEORGE WASHINGTON ACADEMY , UT  
 GOOD FOUNDATION ACADEMY , UT  
 GRAND SCHOOL DISTRICT , UT  
 GRANITE DISTRICT , UT  
 GUADALUPE SCHOOL , UT  
 HAWTHORN ACADEMY , UT  
 INTECH COLLEGIATE HIGH SCHOOL , UT  
 IRON SCHOOL DISTRICT , UT  
 ITINERIS EARLY COLLEGE HIGH , UT  
 JOHN HANCOCK CHARTER SCHOOL , UT  
 JORDAN DISTRICT , UT  
 JUAB SCHOOL DISTRICT , UT  
 KANE SCHOOL DISTRICT , UT  
 KARL G MAESER PREPARATORY ACADEMY ,  
 UT  
 LAKEVIEW ACADEMY , UT  
 LEGACY PREPARATORY ACADEMY , UT  
 LIBERTY ACADEMY , UT  
 LINCOLN ACADEMY , UT  
 LOGAN SCHOOL DISTRICT , UT  
 MARIA MONTESSORI ACADEMY , UT  
 MERIT COLLEGE PREPARATORY ACADEMY ,  
 UT  
 MILLARD SCHOOL DISTRICT , UT  
 MOAB CHARTER SCHOOL , UT  
 MONTICELLO ACADEMY , UT  
 MORGAN SCHOOL DISTRICT , UT  
 MOUNTAINVILLE ACADEMY , UT  
 MURRAY SCHOOL DISTRICT , UT  
 NAVIGATOR POINTE ACADEMY , UT  
 NEBO SCHOOL DISTRICT , UT  
 NO UT ACAD FOR MATH ENGINEERING &  
 SCIENCE (NUAMES) , UT  
 NOAH WEBSTER ACADEMY , UT  
 NORTH DAVIS PREPARATORY ACADEMY , UT  
 NORTH SANPETE SCHOOL DISTRICT , UT  
 NORTH STAR ACADEMY , UT  
 NORTH SUMMIT SCHOOL DISTRICT , UT  
 ODYSSEY CHARTER SCHOOL , UT  
 OGDEN PREPARATORY ACADEMY , UT  
 OGDEN SCHOOL DISTRICT , UT  
 OPEN CLASSROOM , UT  
 OPEN HIGH SCHOOL OF UTAH , UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL , UT  
 PARADIGM HIGH SCHOOL , UT  
 PARK CITY SCHOOL DISTRICT , UT  
 PINNACLE CANYON ACADEMY , UT  
 PIUTE SCHOOL DISTRICT , UT  
 PROVIDENCE HALL , UT  
 PROVO SCHOOL DISTRICT , UT  
 QUAIL RUN PRIMARY SCHOOL , UT  
 QUEST ACADEMY , UT  
 RANCHES ACADEMY , UT  
 REAGAN ACADEMY , UT  
 RENAISSANCE ACADEMY , UT  
 RICH SCHOOL DISTRICT , UT  
 ROCKWELL CHARTER HIGH SCHOOL , UT

SALT LAKE ARTS ACADEMY , UT  
 SALT LAKE CENTER FOR SCIENCE  
 EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT , UT  
 SALT LAKE SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 SAN JUAN SCHOOL DISTRICT , UT  
 SEVIER SCHOOL DISTRICT , UT  
 SOLDIER HOLLOW CHARTER SCHOOL , UT  
 SOUTH SANPETE SCHOOL DISTRICT , UT  
 SOUTH SUMMIT SCHOOL DISTRICT , UT  
 SPECTRUM ACADEMY , UT  
 SUCCESS ACADEMY , UT  
 SUCCESS SCHOOL , UT  
 SUMMIT ACADEMY , UT  
 SUMMIT ACADEMY HIGH SCHOOL , UT  
 SYRACUSE ARTS ACADEMY , UT  
 THOMAS EDISON - NORTH , UT  
 TIMPANOGOS ACADEMY , UT  
 TINTIC SCHOOL DISTRICT , UT  
 TOOELE SCHOOL DISTRICT , UT  
 TUACAHN HIGH SCHOOL FOR THE  
 PERFORMING ARTS , UT  
 UINTAH RIVER HIGH , UT  
 UINTAH SCHOOL DISTRICT , UT  
 UTAH CONNECTIONS ACADEMY , UT  
 UTAH COUNTY ACADEMY OF SCIENCE , UT  
 UTAH ELECTRONIC HIGH SCHOOL , UT  
 UTAH SCHOOLS FOR DEAF & BLIND , UT  
 UTAH STATE OFFICE OF EDUCATION , UT  
 UTAH VIRTUAL ACADEMY , UT  
 VENTURE ACADEMY , UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY , UT  
 WALDEN SCHOOL OF LIBERAL ARTS , UT  
 WASATCH PEAK ACADEMY , UT  
 WASATCH SCHOOL DISTRICT , UT  
 WASHINGTON SCHOOL DISTRICT , UT  
 WAYNE SCHOOL DISTRICT , UT  
 WEBER SCHOOL DISTRICT , UT  
 WEILENMANN SCHOOL OF DISCOVERY , UT

#### **HIGHER EDUCATION**

ARGOSY UNIVERSITY  
 BATON ROUGE COMMUNITY COLLEGE, LA  
 BIRTHINGWAY COLLEGE OF MIDWIFERY  
 BLUE MOUNTAIN COMMUNITY COLLEGE  
 BRIGHAM YOUNG UNIVERSITY - HAWAII  
 CENTRAL OREGON COMMUNITY COLLEGE  
 CENTENARY COLLEGE OF LOUISIANA  
 CHEMEKETA COMMUNITY COLLEGE  
 CLACKAMAS COMMUNITY COLLEGE  
 COLLEGE OF THE MARSHALL ISLANDS  
 COLUMBIA GORGE COMMUNITY COLLEGE  
 CONCORDIA UNIVERSITY  
 GEORGE FOX UNIVERSITY  
 KLAMATH COMMUNITY COLLEGE DISTRICT  
 LANE COMMUNITY COLLEGE  
 LEWIS AND CLARK COLLEGE  
 LINFIELD COLLEGE  
 LINN-BENTON COMMUNITY COLLEGE  
 LOUISIANA COLLEGE, LA  
 LOUISIANA STATE UNIVERSITY  
 LOUISIANA STATE UNIVERSITY HEALTH  
 SERVICES



MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE  
UNIVERSITY OF HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY  
COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU  
COMMUNITY COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT

DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT  
AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH

**EXHIBIT B**

**Region 4 Education Service Center (ESC)**

**Contract # R190401**

*for*

**Alternative Student/Customer Transportation**

*with*

**ALC Schools, LLC**

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and ALC Schools, LLC, effective January 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ALC Schools, LLC.

Address 905 Calle Amanecer, Ste. 360

City/State/Zip San Clemente, CA 92673

Telephone No. 866.999.3371 x777

Email Address alc@alcschools.com

Printed Name Craig Puckett

Title Chief Executive Officer

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. R190401

Initial Contract Term January 1, 2020 to December 31, 2022

  
Region 4 ESC Authorized Board Member

4/23/19  
Date

Faye B. Bryant  
Print Name

  
Region 4 ESC Authorized Board Member

4/23/19  
Date

Carmen T. Moreno  
Print Name



February 22, 2019

Region 4 Education Service Center ("ESC")  
Attn: Crystal Wallace, Business Operations Specialist  
7145 West Tidwell Road  
Houston, TX 77092

Dear Ms. Wallace,

ALC Schools has reviewed the Request for Proposal for "**Alternative Student/Customer Transportation, RFP No. 19-04**," and respectfully submits the following response.

Servicing more than 300 districts in 18 states, ALC Schools is recognized nationally as the leader in alternative student transportation. While our focus is on providing alternative transportation, it is important to remember that this is **still** student transportation. All federal, state, and local student transportation regulations must still be complied with as well as any district specific student transportation requirements.

ALC Schools, formerly known as American Logistics Company, has worked closely with Region 4 over the years to provide a quality and reputable solution to school districts that require alternative transportation solutions to best serve their student populations.

As Region 4 looks to award a national contract, we feel ALC Schools offers a very compelling proposition that no other provider can claim. With more than 20 years' experience, ALC Schools has distinguished itself as a more than capable national student transportation company, as opposed to other vendors with a small footprint, who see this RFP as an opportunity, or "stepping stone," to try to *become* a national transportation company.

ALC Schools has extensive dispatch and routing systems, a large national provider network, and a field operations team covering 18 states. Over the past year, our service area has grown to include four new states, and we've recently opened two new state-of-the-art dispatch operations facilities to provide "follow the sun" nationwide support. We regularly onboard 60+ school district transportation programs a year and dispatch 5,500+ school trips daily. Suffice it to say, handling a large trip volume and providing exceptional service isn't out of the ordinary for ALC Schools – it's what we do any given day of the week.

With over two decades of experience, ALC Schools understands districts needs for supplemental transportation. Our transportation service model is compliant with all federal, state, and local laws in the 18 states we are currently servicing and we have a dedicated team to ensure state, local and district compliance as we continue to expand into other areas. ALC Schools has the ability to service any trip type and any size student population, giving districts the flexibility to expand and contract services based on the district's needs. However, ALC Schools' transportation model is not a rideshare or on-demand service and we do not work with independent contractors. Both of these models (rideshare companies and utilizing independent contractors) have inherent risks and should be avoided by school districts.

ALC Schools partners with established professional service providers that employ drivers for the purpose of student transportation. ALC Schools is a "boots-on-the-ground" company, providing 24-hour live dispatch and on-site field operations personnel for the districts we contract with. Over the years, the ALC Schools model, with its ability to provide customized and flexible transportation solutions, has enabled districts to be responsive to

901 Calle Amanecer • Suite 260 • San Clemente • CA 92673

Phone: 866.999.3371 • [www.ALCSolutions.com](http://www.ALCSolutions.com)

the specific transportation needs of their students and families, and also to accommodate the incremental growth of their unique student populations.

At ALC Schools, our focus is on serving students with specific transportation needs. While we successfully coordinate safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. For us, no student and no circumstance is too difficult to address.

Because ALC focuses on serving students with specific transportation needs we are able to offer a level of personalized service found nowhere else, including:

- **Driver stability.** Consistency - it's important to your students and it's important to us. Our solution, which strives to provide students with the same professional driver every day, enhances communication with parents and increases the comfort level of the students. The result: students spend more days in the classroom, providing students and parents stability, familiarity, security and trust.
- **Technology.** Proprietary routing software and real-time GPS accountability provide insight into any student's location and status at all times. Knowing where students are, and when they arrived provides an additional level of comfort and safety. Our extensive reporting provides critical information such as pick-up times, arrival times, student No-Shows and cancellations.
- **Parent/guardian meeting.** Prior to students being picked up for the first time, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs. These parent/guardian meetings allow ALC Schools to cultivate relationships with students and their families. ALC Schools has also developed a **Student Transportation Guide** which provides an overview of what parents/guardians can expect from ALC Schools.

For ALC Schools inclusion is a hallmark of our transportation services. Our company's ability to handle medically fragile populations and special needs students will likely be seen as a tremendous benefit, given the IPA schools listed include colleges and institutions addressing differently abled students.

As well, nearly 50% of our dispatch team is multilingual, and ALC Schools also has the ability to provide language translation support for more than 200 languages with 99.85% language availability 24/7/365.

We stand ready to address the full range of student transportation requirements, whether that be a vehicle type, student population type, or language requirement.

In conclusion, ALC Schools offers a unique alternative student transportation solution which provides a higher level of care and customization at a significantly lower cost than traditional transportation models. We feel this proposal illustrates our commitment to the education community, and most importantly, the students we will serve.

Sincerely,



**Gregg Prettyman**

Executive Vice President, ALC Schools

[gprettyman@alcshools.com](mailto:gprettyman@alcshools.com)

760-405-7171



# RFP No. 19-04 Required Forms

**APPENDIX A**  
**DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 201X by and between \_\_\_\_\_  
ALC Schools, LLC. ("Contractor") and Region 4 Education Service Center  
("Region 4 ESC") for the purchase of Alternative Student/Customer Transportation ("the  
products and services").*

**RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-04 for \_\_\_\_\_ ("RFP"),  
to which Contractor provided a response ("Proposal"); and \_\_\_\_\_  
Alternative Student/Customer  
Transportation.

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in  
providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract  
between the Contractor and Region 4 ESC, having its principal place of business at 7145 West  
Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these  
terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4  
ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all  
attachments referenced herein. In the event of a conflict between the provisions set forth below  
and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and  
private primary, secondary and higher education entities, non-profit entities, and agencies for the  
public benefit ("Public Agencies") may purchase products and services at prices indicated in the  
Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have  
the right to renew the Contract for two (2) additional one-year periods or portions thereof.  
Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of  
Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing  
three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this  
agreement, and described in the RFP, incorporated herein by reference as though fully set  
forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and  
Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted  
by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract



- ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
  - ii. Providing work or material was not awarded under the Contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
  - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery (If applicable). Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance (If applicable). If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products (If applicable). If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 24) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 25) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 26) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be

allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 27) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 28) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 29) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 30) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 31) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

**OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ALC Schools, LLC.

Address 905 Calle Amanecer, Ste. 360

City/State/Zip San Clemente, CA 92673

Telephone No. 866.999.3371 x777

Email Address alc@alcschools.com

Printed Name Craig Puckett

Title Chief Executive Officer

Authorized signature 

**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name





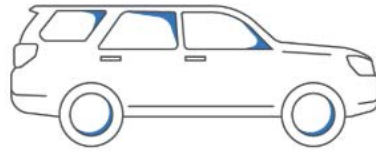
# ALC Schools: Products and Pricing



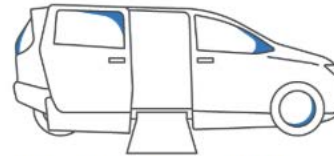


## ALC School's Proposed Pricing

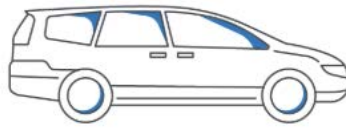
The pricing matrix below includes the associated fees for **ALL** of the following vehicle types:



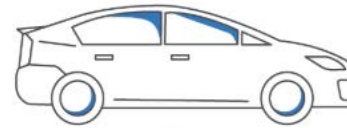
SUV



Wheelchair Accessible Van



Minivan



Sedan

Trip Items	Fees
Trip Fee (includes up to 5 students & 12 miles)	\$65.00
Per Mile Fee (billed 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
Buckle Guards/Kickboards	No Charge
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No-Show or Late Cancel	Full Price of Trip

ALC School's trip fee *includes* the first 12 miles of the trip and up to 5 students per vehicle with no additional charge per student. Vehicle capacity is determined by student requirements and vehicle availability. Please see the pricing example on the following pages.

### Definitions:

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

Examples include:

- Home to School:
  - Student 1: Pick-up, Student 2: Pick-Up
    - Both Student 1 & 2 dropped off at School A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at School A
    - Student 2 dropped off at School B



- School to Home:
  - Student 1: Pick-up, Student 2: Pick-up
    - Both Student 1 and 2 dropped off at Home A
  - Student 1: Pick-up, Student 2: Pick-up
    - Student 1 dropped off at Home A
    - Student 2 dropped off at Home B

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 on board the vehicle. When no student or Monitor is on board the vehicle, no mileage charges will be incurred.

### Pricing Example:

#### 12-mile trip with 1 - 5 students:

- \$65 total trip cost
  - \$65 trip fee - includes the first 12 miles and 1-5 students

#### 20-mile trip with 1 - 5 students:

- \$85 total trip cost
  - \$65 trip fee
    - Includes the first 12 miles and 1-5 students
  - +\$20 mileage fee
    - 8 additional miles at \$2.50 per mile

### Additional Fees:

Additional fees are only incurred when the district requests that we provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair-accessible 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 ALC Schools provide a 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.



## 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 the fastest route, and the total is rounded up to the next whole mile. ALC Schools (“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 location or destination other than those authorized by the district.

## 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 "Central Atlantic U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

## 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.

## 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. A sample invoice and ALC School’s confidential reporting can be found following this section.

## No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to ALC Schools 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-hours’ notice is provided to ALC Schools 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.



## Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the morning, but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. **Single Rider Trips**
  - a. If an AM single rider No-Show occurs, the district will be billed for the AM trip and the afternoon trip will remain scheduled unless ALC Schools is notified by the parent or the district to cancel the trip.
    - i. The district may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show.
  - b. 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.
2. **Multiple Rider Trips**
  - a. The afternoon trip always remains scheduled.

## No-Show Reports

Each morning an email is sent from ALC School's 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 ALC Schools' 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 ALC Schools 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.

## Multi-District Billing: An Explanation

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

### Proration of Trip Fees – ALC School’s Three Step Process

#### 1. Stand Alone District Trips:

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

##### a. Example:

- District A has two students who routed together cost the district \$65 (Trip 1)
- District B has a single student whose trip would cost the district \$80 (Trip 2)

#### 2. Multi-District Trips

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

##### a. Example (cont.):

- When all three students are routed together, the total trip cost is \$95

#### 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 (found in step 1) as compared to the multi-district trip costs (found in step 2).

##### a. Example (cont.): Total Cost of Multi-District Trip = \$95

##### i. District A’s Percent Responsibility = Trip 1 / (Trip 1 + Trip 2)

- $\$65 / (\$65 + \$80) = 44.83\%$

- $\$65 / \$145 = 44.83\%$

- District A Cost = \$42.59**

- $(44.83\% \times \$95)$

- District A Savings = \$22.41**

##### ii. District B’s Percent Responsibility = Trip 2 / (Trip 1 + Trip 2)

- $\$80 / (\$65 + \$80) = 55.17\%$

- $\$80 / \$145 = 55.17\%$

- District B Cost = \$52.41**

- $(55.17\% \times \$95)$

- District B Savings = \$27.59**



### 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 ALC Schools with advanced notice of cancellation.

### 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.

### 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.



# Performance Capability





## Exhibit A – 3.0 Supplier Response

### 3.1 Company Information

#### A Brief History of ALC Schools

ALC Schools, LLC, formerly known as American Logistics Company, LLC has been servicing school districts for nearly 20 years. As a pioneer in the alternative student transportation industry, ALC Schools has built a reputation for quality, reliability and transparency.

With nearly two decades' experience and currently contracting with more than 300 districts in 18 states, ALC Schools is recognized nationally as the leader in alternative student transportation.

#### Organizational Structure

ALC Schools, LLC is a Utah Limited Liability Company and currently has 430 employees in 18 states.

ALC Schools has the following organizational structure in place to assist in obtaining, maintaining, and servicing school districts across the country.

#### 1. Business Development Team

- a. ALC Schools has 5 business development team members spread across the United States, each representative works closely with the districts transportation departments as well as each states department of education. Our business development representatives are located in California, Texas, Nebraska, Florida and Virginia.

#### 2. Client Relations Team

- a. This team works with our existing clients to resolve high-level concerns, discuss contract related items, and provide budgetary tracking tools.

#### 3. Field Operations Team

- a. Located in 25 offices across 18 states, this 60-member team works directly with our clients to ensure the success of their transportation program.

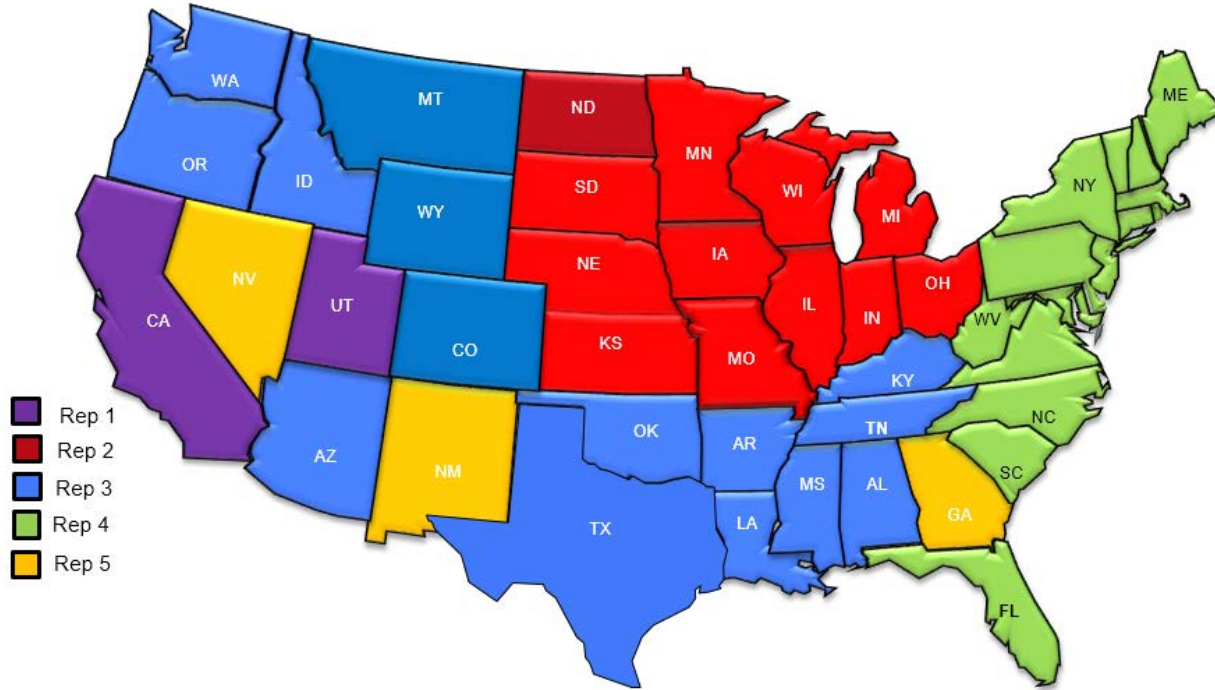
#### 4. Dispatch and Routing Optimization Team

- a. ALC Schools' dispatch centers include a 20,000-square-foot dispatch center in St. George, Utah, with additional support from a 28,000-square-foot Tier One data center also located in St. George. ALC recently opened a second dispatch operations center in Raleigh, N.C. This 14,000-square-foot center will allow for ALC's continued growth.





## 2019 Sales Territories



[www.alcschools.com](http://www.alcschools.com)

### Headquarters:

ALC Schools, LLC  
1141 West Silicon Way  
St. George, UT 84770  
Phone: 866.999.3371  
Fax: 844.245.0299

### Executive Office:

ALC Schools, LLC  
905 Calle Amanecer, Suite 360  
San Clemente, CA 92673  
Phone: 866.999.3371  
Fax: 844.245.0299

### Dun and Bradstreet No.

939225756

### Federal Tax ID No.

83-3242150

### ALC's authorized contractual officer:

Craig Puckett, Chief Executive Officer  
[cpuckett@alcsolutions.com](mailto:cpuckett@alcsolutions.com)  
866.999.3371 x777

### Primary Contact:

Gregg Prettyman, Executive Vice President  
[gprettyman@alcschools.com](mailto:gprettyman@alcschools.com)  
760.405.7171

### Ownership Structure

Stephen Maloy, Owner 47.18%  
Craig Puckett, CEO 11.43%  
David Koscielak, Owner 2.35%

Mitchell Rouse, Owner 31.42%  
Hants White, CTO 7.62%



### Subcontracted transportation providers

ALC Schools subcontracts with local transportation providers and is committed to using local for-hire resources to meet the needs of its clients. Many of ALC Schools' local providers may be considered small business, minority business enterprise (MBE), disadvantaged business enterprise (DBE), and/or women business enterprise (WBE). With the assistance of Medical Mutual of Ohio staff, ALC Schools could also help educate local providers on how to become MBE, DBE, WBE certified. We not only help save jobs, we also keep money within the local community.

### Statement of Integrity

ALC Schools has an impeccable reputation built on nearly two decades of providing transportation services across the country. Its management team and employees are above reproach, and within the last 10 years, none have been subject to a criminal investigation or any final non-appealable civil judgment for malfeasance, including any action or proceedings by governmental authorities. ALC Schools, as a company has not been debarred, suspended or subject to any investigation by any governmental authority within the last 10 years.

Additionally, ALC Schools is not a publicly held company nor has any of its owners/operators been convicted of a felony. ALC has not failed to comply nor defaulted contractually with any of our clients.

## 3.2 Distribution and Logistics

### Summary of ALC Schools' Supplemental Transportation Services

ALC Schools supplements districts' existing transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting McKinney-Vento, ESE/special needs, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips. Supplementing bus service with small capacity vehicles means that districts no longer have to pay for unused capacity, and they have the flexibility to expand and contract their fleet to accommodate the ever-changing requirements of these student populations. ALC Schools accomplishes all this while reducing the cost of transportation programs by 20-30%.

For some accounts we have transported as few as 2 students per day and for others we have transported up to 1,200 students per day.

### Focusing On the One

At ALC Schools, our focus is on fulfilling special transportation needs. Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

We realize that knowing the student's preference to sit on the right-side of the vehicle, for example, or to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements.

For us, no student and no circumstance is too difficult to address.



Our goal is to deliver safe, reliable and high-quality transportation for school districts and the families they serve. Because ALC Schools focuses on special transportation needs, we are able to offer a level of personalized service found nowhere else.

### State/National Association Memberships

In addition to being a member of the National Association for Pupil Transportation (NAPT), ALC Schools is also a proud member of the following state associations for pupil transportation:

- California Association of School Business Officials (CASBO)
- Oregon Pupil Transportation Association
- Washington Association for Pupil Transportation
- Texas Association for Pupil Transportation
- Missouri Association for Pupil Transportation
- Pupil Transportation Association of Pennsylvania
- Virginia Association for Pupil Transportation
- North Carolina Pupil Transportation Association
- South Carolina Association for Pupil Transportation
- Florida Association for Pupil Transportation

## 3.3 Marketing and Sales Approach

### 90-Day Plan

#### **Anticipated Award: April 23, 2019**

To be completed by Tuesday, April 30, 2019 (**immediately upon award**):

- Creation and distribution of a co-branded press release to trade publications.

To be completed by Friday, May 10, 2019 (**within the first 10 days**):

- Executive leadership endorsement sent via email to ALC Schools' contact list containing over 10,000 individuals.

To be completed by Friday, July 26, 2019 (**within the first 90 days**):

- Refresh ALC Schools' national sales force on new contract details
- Announcement, contract details, and contact information updated and published on ALC Schools' website.
- Update, publish, and distribute co-branded approved marketing materials.

Throughout the lifetime of the contract:

- Attendance and participation with OMNIA Partners at national, regional, and supplier-specific trade shows.
- Attend, exhibit, and participate at the NICP Annual Forum. ALC Schools will purchase and staff booth space, and will assist in the overall promotion and marketing efforts, as directed by OMNIA Partners.



- Design and publish ads in trade publications
- Continued and ongoing marketing and promotion of the Master Agreement
- Provide a dedicated OMNIA Partners internet web-based homepage on ALC Schools' website that will include:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of contract and amendments between Principal Procurement Agency and supplier;
  - Summary of products and associated pricing;
  - Applicable marketing materials;
  - Electronic link to OMNIA Partners' website including the online registration page; and,
  - Dedicated toll-free number and email address for OMNIA Partners.

### Transition & Training

Since being awarded a contract with Region 4 ESC and OMNIA Partners, each of ALC Schools' executive staff, sales representatives, and sales support staff have been trained on the use of the contract and related expectations. Our sales representatives have successfully implemented the agreement in multiple states, both with new clients and when transitioning existing clients. If awarded, we expect these seamless transitions to continue.

The following points have been, and will continue to be, included in the training provided:

- Key features of the Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of the benefits of the use of cooperative contracts

### Logos

Upon award of the Master Agreement, ALC Schools' company logos will be provided to OMNIA Partners. We give permission for OMNIA Partners to reproduce these logos in marketing communications and promotions related to the Master Agreement. We further acknowledge that the use of OMNIA Partners logo requires permission for reproduction.

### Direct Sales

ALC Schools will be proactive in direct sales of our services to public agencies nationwide. All leads provided and/or established by OMNIA Partners will receive timely follow up, and all related sales materials will include the OMNIA Partners logo. Related materials and initiatives will include, at a minimum:

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- The best government pricing is included
- There is no cost to participate
- The contract is non-exclusive

# ALC & National IPA/TCPN



## ALC Awarded National Transportation Contract

ALC was awarded a national transportation contract by National IPA/TCPN's (The Cooperative Purchasing Network) governmental lead agency – Region 4 Education Service Center. This contract allows ALC to provide school districts with "Alternative Student Transportation" services. Our contract allows districts to save the costs associated with the competitive bid process, while reaping the benefits of nationally leveraged pricing, all at no cost to the district.

If your district has alternative student transportation needs in any of the following areas, ALC has a solution for you:

- McKinney-Vento
- Students with Special Needs
- Hard-to-Serve Trips
- Students Traveling Out-of-District
- Multi-District Coordination

## Who is National IPA/TCPN?

National IPA/TCPN are redefining the future of cooperative purchasing. The cooperative purchasing organization is dedicated to serving public agencies and educational institutions nationwide. All cooperative agreements have been competitively solicited and publicly awarded by a public agency/governmental entity.

Cooperative purchasing means fiscally sound procurement and ensuring that school districts are getting a good value for every dollar they spend. When public entities come together to share services, they benefit from significant time and cost savings.

Did you know state laws encourage participation in cooperative purchasing to eliminate duplication of efforts? National IPA/TCPN's lead agency maintains ISO 9001:2008 certification for bid process consistency. Contracts are actively monitored through third-party compliance reviews.

## How to Work With ALC through National IPA/TCPN

Procurement of ALC's alternative transportation services through National IPA/TCPN is simple.

1. If you're not sure if your district is a participant of National IPA/TCPN, contact them at 888.884.7695 or at [info@nationalipa.org](mailto:info@nationalipa.org).
2. If your district is a participant, simply contact an ALC representative for more details on the services provided, and for pricing information.
  - a. If your district decides to contract with ALC, the district should then submit a purchase order, referencing ALC's National IPA/TCPN contract number, R141501, and stating "Per National IPA/TCPN Contract."
3. If your district is not a participant, you can visit [www.tcpn.org](http://www.tcpn.org) and click on "Register." Signing up is as easy as completing a simple form and submitting it online.

## ALC's Contract Info

ALC's National IPA/ TCPN Contract #: R141501

National IPA/TCPN's Due Diligence Documents:

[www.ALCSolutions.com/TCPN](http://www.ALCSolutions.com/TCPN)

National IPA/TCPN Website:

[www.TCPN.org](http://www.TCPN.org)

Please visit [www.TCPN.org](http://www.TCPN.org) to contact your dedicated regional manager.

**Order Placement:** Contract terms allow POs to be sent directly to ALC and must reference "Per National IPA/TCPN Contract."



**COOPERATIVE CONTRACT  
AWARDED SUPPLIER**





# ALC & National IPA/TCPN



## The RFP Process

- Research and Development of bid speculations
- Compilation of solicitation documents
- Advertisement of the solicitation both on the National IPA/TCPN website and in newspapers (including USA Today) for a minimum of two (2) weeks
- Receipt of sealed responses that are duly recorded and opened publicly
- Tabulation and evaluation of all responses
- Recommendation of vendor contract awards
- Contract awarded by a government agency serving in the lead agency role

## For More Information

To learn more about ALC's partnership with National IPA/TCPN, contact ALC at (866) 999-3371 x777 or via e-mail at [alc@alcsolutions.com](mailto:alc@alcsolutions.com). National IPA/TCPN Administration and Support can be reached at [www.tcpn.org](http://www.tcpn.org) or at (888) 884-7695.

## The ALC Difference

At ALC, our focus is on fulfilling districts' special transportation needs. Our goal is to deliver safe, reliable and high quality transportation for school districts and the families they serve.

Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

Because ALC focuses only on special transportation needs, we are able to offer a level of personalized service found nowhere else, including:

### Parent/Guardian Meeting

Prior to transporting any student, an ALC representative will meet with the parent/guardian to learn more about the specific needs of the student and his or her family.

ALC understands that knowing a student's preference to sit on the right-side of the vehicle and to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements. These parent meetings allow ALC to cultivate relationships with the students and their families.

### Real-Time Accountability

ALC is able to confirm the time and locations of each of the district's students' trip events. Knowing where your students are, and when they arrived, provides an additional level of comfort and safety.

### Matching Each Student With The Right Vehicle

Whether it's a special needs van or sedan, ALC's solution is uniquely customized to meet the specific needs of the district's students – today – and as their needs change. ALC ensures that each vehicle best matches the students. Our model first assesses the needs of the student and then matches them with the appropriate vehicle type.

### NAPT Recommended Service

As the only pupil transportation management company to be designated as a "Recommended Service" by the National Association for Pupil Transportation (NAPT), ALC is currently in a league of its own, representing a better, proven approach to student transportation.

Don't just take our word for it...ask our customers!

[www.ALCSchools.com](http://www.ALCSchools.com)



**Appendix D**



**Requirements for National Cooperative Contract**

**To be Administered by**

**OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- ✓ **OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**
- OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE
- OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE
- ✓ **OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS**
- ✓ **OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE**
- OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1    Ownership Disclosure Form
- DOC #2    Non-Collusion Affidavit
- DOC #3    Affirmative Action Affidavit
- DOC #4    Political Contribution Disclosure Form
- DOC #5    Stockholder Disclosure Certification
- DOC #6    Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7    New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM  
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

**Company Name:** ALC Schools, LLC.

**Street:** 905 Calle Amanecer, Ste. 360

**City, State, Zip Code:** San Clemente, CA 92673

**Complete as appropriate:**

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

**OR:**

I Craig Puckett, a partner in ALC Schools, LLC., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

**OR:**

I \_\_\_\_\_, an authorized representative of \_\_\_\_\_, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

**(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)**

Name	Address	Interest
Steven Maloy	1A-9-11 Dorothea Down, St. Thomas, VI 00802	47.18%
Mitchell Rouse	4148 Southfork Road, Cody, WY 82414	31.42%
Craig Puckett	2402 Calle Madiesa, San Clemente, CA 92672	11.43%
Hants White	15030 Raton Road, Colorado Springs, CO 80921	7.62%
David Koscielak	2060 N. Acacia Avenue, Fullerton, CA 92831	2.35%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

2/19/2019

**Date**

**Authorized Signature and Title**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #2

**NON-COLLUSION AFFIDAVIT**

**Company Name:** ALC Schools, LLC.

**Street:** 905 Calle Amanecer, Ste. 360

**City, State, Zip Code:** San Clemente, CA 92673

State of California

County of Orange

I, Craig Puckett of  
the ALC Schools, LLC. San Clemente  
Name City

in the County of Orange, State of  
California  
of full age, being duly sworn according to law on my oath depose and say that:

I am the CEO of the firm of  
ALC Schools, LLC.  
Title Company Name

*the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

*I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by*

ALC Schools, LLC.  
Company Name

  
Authorized Signature & Title

Craig Puckett, CEO

Subscribed and sworn before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Notary Public of \_\_\_\_\_  
My commission expires \_\_\_\_\_, 20\_\_\_\_

*see Attached* (with arrow pointing to the signature area)

SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 19<sup>th</sup>  
day of February, 2019, by Craig Puckett

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read "Stacey Van Winkle", written over a horizontal line.

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)

Company Name: ALC Schools, LLC.

Street: 905 Calle Amanecer, Ste. 360

City, State, Zip Code: San Clemente, CA 92673

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval  
OR
2. A photo copy of their Certificate of Employee Information Report  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

  
Craig Puckett, CEO 2/19/2019  
**Date**

**Authorized Signature and Title**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)  
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE  
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**DOC #4 POLITICAL CONTRIBUTION DISCLOSURE FORM  
Public Agency Instructions**

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.



**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,  
continued

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

**Contractor Instructions**

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee<sup>^</sup>
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**



\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."



Doc #4,  
continued

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure  
N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM  
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-  
BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

**STOCKHOLDER DISCLOSURE CERTIFICATION**

**Name of Business:**

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**

Partnership       Corporation       Sole Proprietorship


Limited Partnership       Limited Liability Corporation       Limited Liability Partnership

Subchapter S Corporation

**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**

Stockholders:

Name: Stephen Maloy Home Address: 1A-9-11 Dorothea Down St. Thomas, VI 00802	Name: Mitchell Rouse Home Address: 4148 Southfork Road Cody, WY 82414
Name: Craig Puckett Home Address: 2402 Calle Madiesa San Clemente, CA 92672	Name: Hants White Home Address: 15030 Raton Road Colorado Springs, CO 80921
Name: David Koscielak Home Address: 2060 N. Acacia Avenue Fullerton, CA 92831	Name:  Home Address:

Subscribed and sworn before me this ___ day of _____, 2___.	
(Notary Public)	(Affiant)
My Commission expires:	Craig Puckett, CEO (Print name & title of affiant)
<i>see Attached</i>	(Corporate Seal)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me on this 19th  
day of February, 2019, by Craig Rockett

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature *Stacey Van Winkle*

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Quote Number: \_\_\_\_\_ Bidder/Offeror: \_\_\_\_\_

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. Failure to complete the certification will render a bidder's proposal non-responsive. If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. I will skip Part 2 and sign and complete the Certification below.

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN


You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name \_\_\_\_\_ Relationship to Bidder/Offeror \_\_\_\_\_  
Description of Activities \_\_\_\_\_  
Duration of Engagement \_\_\_\_\_ Anticipated Cessation Date \_\_\_\_\_  
Bidder/Offeror Contact Name \_\_\_\_\_ Contact Phone Number \_\_\_\_\_

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Craig Puckett Signature:   
Title: CEO Date: 2/19/2019

**OMNIA PARTNERS EXHIBITS  
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>



3-2011

# BUSINESS REGISTRATION APPLICATION

MAIL TO:  
CLIENT REGISTRATION  
PO BOX 252  
TRENTON, NJ 08646-0252

OVERNIGHT DELIVERY:  
CLIENT REGISTRATION  
33 West State St 3rd FL  
TRENTON, NJ 08608

Hotline  
(609) 292-9292

www.nj.gov/treasury/revenue/

**\* NO FEE REQUIRED \***

Please read instructions carefully before filling out this form  
ALL SECTIONS MUST BE FULLY COMPLETED

REGISTRATION DETAIL

A. Please indicate the reason for your filing this application:

- Original application for a new business
- Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG)
- Amended application for an existing business  
Reason(s) for amending application: \_\_\_\_\_
- Application for an additional location of an existing registered business
- Applying for a Business Registration Certificate  Employer of Domestic Household Employee(s)
- Withholding for Employee(s) residing in NJ (Not doing business or employing in NJ)

B. FEIN #  OR Soc. Sec. # of Owner

Check Box if "Applied for"

C. Name ALC Schools, LLC  
(If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give entity name. IF NOT, give Name of Owner or Partners)

D. Trade Name \_\_\_\_\_

E. Business Location: (Do not use P.O. Box for Location Address)

Street 905 Calle Amanecer Ste 360  
 City San Clemente State   
 Zip Code   
 (Give 9-digit Zip)

F. Mailing Name and Address: (if different from business address)

Name American Logistics Company, LLC  
 Street 1492 W. Silicon Way, Ste B  
 City St. George State   
 Zip Code   
 (Give 9-digit Zip)

G. Beginning date for this business: 01 / 01 / 2019 (see instructions) month day year O/C \_\_\_\_\_

H. Type of ownership (check one):

- NJ Corporation  Sole Proprietor  Partnership  Out-of-State Corporation  LLP  Other \_\_\_\_\_
- Limited Partnership  LLC (1065 Filer)  LLC (1120 Filer)  LLC (Single Member)  S Corporation (You must complete page 41)

I. New Jersey Business Code  (see instructions)  Domestic (Household Employer) FOR OFFICIAL USE ONLY

J. County / Municipality Code  (see instructions) K. County \_\_\_\_\_ (New Jersey only) DLN \_\_\_\_\_

L. Will this business be SEASONAL?  Yes  No

If YES - Circle months business will be open:

JAN FEB MAR APR MAY JUN JUL AUG SEPT OCT NOV DEC

M. If an ENTITY (Item C) complete the following:  
Date of Incorporation: 12 / 17 / 2018  
month day year

State of Incorporation  Fiscal month

NJ Business/Corp. #

Is this a Subsidiary of another corporation?  YES  NO

If YES, give name and Federal ID# of parent: 20-4583766

N. Standard Industrial Code  (If known)

O. NAICS  (If known)

P. Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach rider)

BUSINESS DETAIL

OWNERSHIP DETAIL

NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip)	PERCENT OF OWNERSHIP
Maloy, Stephen	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	45.54%
Rouse, Mitch	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	34.43%
Pucket, Craig	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	10.58%
White, Hants	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	7.05%

BE SURE TO COMPLETE NEXT PAGE

Each Question Must Be Answered Completely


- 1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months?  Yes  No  
Give date of first wage or salary payment: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year  
If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609)-292-9292.
- b. Give date of hiring first NJ employee: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year
- c. Date cumulative gross payroll exceeds \$1,000 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year
- d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey?  Yes  No
- e. Will you be the payer of pension or annuity income to New Jersey residents?  Yes  No
- f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000?  Yes  No
- g. Is this business a PEO (Employee Leasing Company)? (If yes, see page 6)  Yes  No
- 2. Did you acquire  Substantially all the assets;  Trade or business;  Employees; of any previous employing units?  Yes  No  
If answer is "No", go to question 4.  
If answer is "Yes", indicate by a check whether  in whole or  in part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)  
Name of Acquired Unit \_\_\_\_\_ N.J. Employer ID \_\_\_\_\_ ACQUIRED PERCENTAGE ACQUIRED  
 Assets \_\_\_\_\_ %  
Address \_\_\_\_\_ Date Acquired \_\_\_\_\_  Trade or Business \_\_\_\_\_ %  
 Employees \_\_\_\_\_ %
- 3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law.  
Are the predecessor and successor units owned or controlled by the same interests?  Yes  No
- 4. Is your employment agricultural?  Yes  No
- 5. Is your employment household?  Yes  No  
a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year
- 6. Are you a 501(c)(3) organization?  Yes  No  
If "Yes", to apply for sales tax exemption, obtain form REG-1E at [http://www.state.nj.us/treasury/taxation/pdf/other\\_forms/sales/reg1e.pdf](http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/reg1e.pdf)
- 7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year?  Yes  No  
(See instruction sheet for explanation of FUTA) If "Yes", indicate year: \_\_\_\_\_
- 8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey?  Yes  No  
If "Yes," please state reason. (Use additional sheets if necessary.) \_\_\_\_\_  
b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years?  Yes  No
- 9. Type of business  1 Manufacturer  2 Service  3 Wholesale  
 4. Construction  5. Retail  6 Government  
Principal product or service in New Jersey only Manage and coordinate transportation of students  
Type of Activity in New Jersey only same as above
- 10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.  
a. Do you have more than one employing facility in New Jersey  Yes  No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See Instructions)			No. of Workers at Each Location and/in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description	%	
No physical location in NJ					

(Continue on separate sheet, if necessary)

BE SURE TO COMPLETE NEXT PAGE

**Each Question Must Be Answered Completely**

- 11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax?  Yes  No  
GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE \_\_\_\_\_  
Month / Day / Year
- b. Will you need to make exempt purchases for your inventory or to produce your product?  Yes  No
- c. Is your business located in (check applicable box(es)):  Atlantic City  Salem County  
 North Wildwood  Wildwood Crest  Wildwood
- d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions)  Yes  No
- e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery?  Yes  No
- 12. Do you intend to sell cigarettes?  Yes  No  
Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG.  
To obtain a cigarette retail or vending machine license complete the form CM-100 on page 48
- 13. a. Are you a distributor or wholesaler of tobacco products other than cigarettes?  Yes  No
- b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey?  Yes  No
- 14. Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer liability and definition of litter-generating products.  Yes  No
- 15. Are you an owner or operator of a sanitary landfill facility in New Jersey?  Yes  No  
IF YES, Indicate D.E.P. Facility # and type (See instructions) \_\_\_\_\_
- 16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products?  Yes  No
- b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals?  Yes  No
- c. Do you store petroleum products or hazardous chemicals at a public storage terminal?  Yes  No  
Name of terminal \_\_\_\_\_
- 17. a. Will you be involved with the sale petroleum products?  Yes  No  
Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. You will be sent a motor fuel licence application (MFA-1) or you can download this application at [www.state.nj.us/treasury/taxation/prntmf.shtml](http://www.state.nj.us/treasury/taxation/prntmf.shtml)
- b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey?  Yes  No
- c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products?  Yes  No
- 18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees?  Yes  No
- 19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight?  Yes  No
- 20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey?  Yes  No
- 21. Will this business be operating in the Sports and Entertainment District of Millville NJ?  Yes  No  
If yes, will the business be engaged in obtaining gross receipts from any of the following (Circle all that apply if "Yes")  
**a. Sales, rental or leases of tangible personal property b. Sales of food & drink? c. Charges of admission d. Rental charges for hotel occupancies!**
- 22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles?  Yes  No
- 23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures?  Yes  No  
(See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5.)  
Type of Business \_\_\_\_\_
- 24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State?  Yes  No
- 25. Contact Information: Person Annie Le Title: Controller  
Daytime Phone: ( 866 ) 999 - 3371 Ext. 295 E-mail address: \_\_\_\_\_  
Signature of Owner, Partner or Officer:   
Title CFO Date: 2/22/19

**NO FEE IS REQUIRED TO FILE THIS FORM**

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - STOP HERE -  
IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24



## Our Management Team

ALC Schools is a unique organization run by highly competent and skilled individuals with significant knowledge, experience, and expertise in their respective fields and functions.

From our founders who have more than 50 years' experience and knowledge gained from ownership and operation of transportation companies across the United States, to the critical daily contributions of our driver partners and dispatch personnel, ALC Schools is an energetic and dedicated organization with a strong foundation and an unlimited capacity for growth.

### Craig Puckett

Chief Executive Officer

Craig's family has been in the transportation business for many years. Prior to joining ALC, Craig served as vice president of Taxi Systems Inc., a taxi services company that owns and manages more than 1,200 taxi cabs in the Los Angeles area. In 2002, Craig became vice president, where he was responsible for developing the operational systems that propelled the company to new heights as a successful transportation service provider, focused on serving senior populations.

Craig also pioneered the development of the proprietary GPS, computer dispatch software and Intelligent Transportation Systems (ITS) that today provide the foundation for ALC Schools' Coordinated Transportation Model, a business model that reduces costs and improves service levels through a coordinate fleet of dedicated and non-dedicated vehicles. Craig is a former member of the board of directors of TPAC (Taxicab Paratransit Association of California).

Craig serves as a volunteer with Boy Scouts of America, and is a venture crew leader in the Orange County Council. In 2009, he was awarded "Venture Leader of the Year." He holds a bachelor degree from Brigham Young University, and is fluent in Japanese, having spent two years living abroad in Japan.

## Executive Support

Below is an organizational chart showing the staffing and lines of authority for key personnel.

### Gregg Prettyman, Executive Vice President

[gprettyman@alcschools.com](mailto:gprettyman@alcschools.com)

**ALC Schools** | Office: 866.999.3371 x261 | Cell: 760.405.7171

### Megan Carey, Vice President, Business Development (Sales)

[mcarey@alcschools.com](mailto:mcarey@alcschools.com)

**ALC Schools** | Office: 866.999.3371 x223 | Cell: 949.212.9955

### Abigail (Abi) Studer, Marketing and Sales Support

[astuder@alcschools.com](mailto:astuder@alcschools.com)

**ALC Schools** | Office: 866.999.3371 x262 | Cell: 760.201.5787

### Dave Saunders, Vice President, Field Operations

[dsaunders@alcschools.com](mailto:dsaunders@alcschools.com)

**ALC Schools** | Office: 866.999.3371 x187 | Cell: 949.328.0190





**Brad Muirbrook, Vice President, Client Relations**

[bmuirbrook@alcschools.com](mailto:bmuirbrook@alcschools.com)

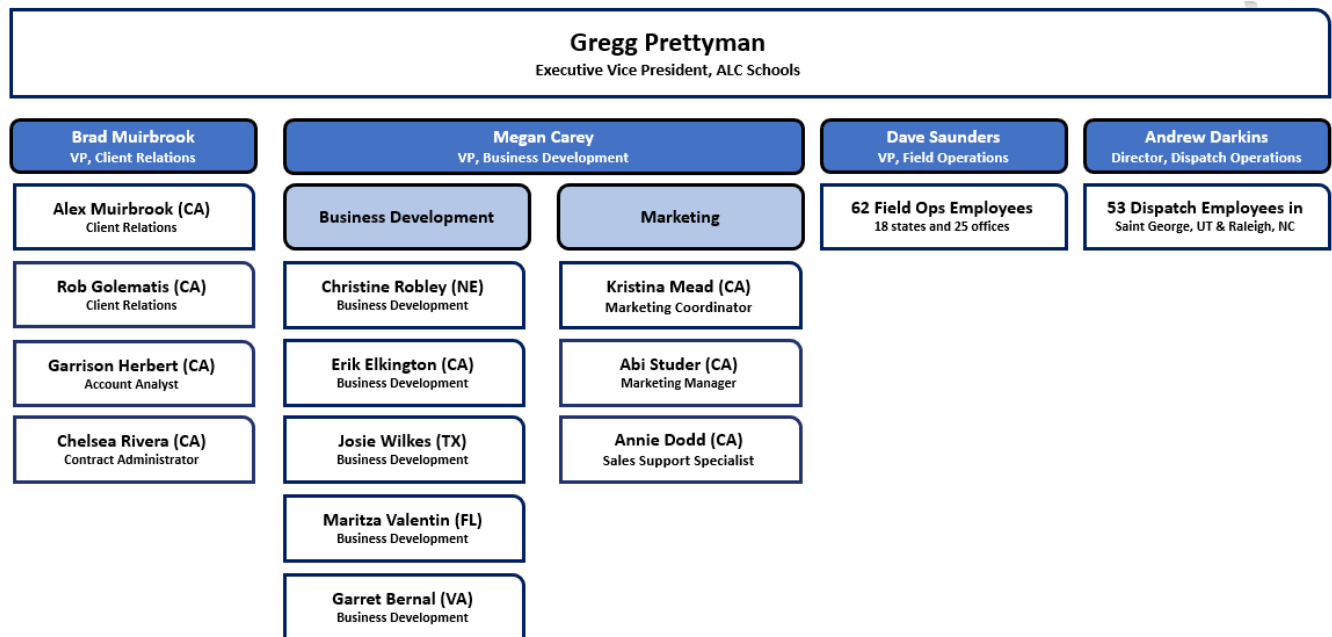
**ALC Schools** | Office: 866.999.3371 x270 | Cell: 949.632.3490

**Andrew Darkins, Director, Dispatch Operations**

[adarkins@alcschools.com](mailto:adarkins@alcschools.com)

**ALC Schools** | Office: 866.999.3371 x274 | Cell: 714.315.3050

## ALC Schools Organizational Chart



## Financial Reporting

**Curtis Douglas, Chief Financial Officer**

[cdouglas@alcsolutions.com](mailto:cdouglas@alcsolutions.com)

Office: 866.999.3371 x209

**Annie Le, Controller**

[ale@alcsolutions.com](mailto:ale@alcsolutions.com)

Office: 866.999.3371 x275

Annie is the controller for ALC Schools and oversees all aspects of client/customer invoicing, as well as accounts payable.

**Stacey Van Winkle, Procurement and Contracting**

[svanwinkle@alcsolutions.com](mailto:svanwinkle@alcsolutions.com)

Office: 866.999.3371 x264



## Customer Service

At ALC Schools, our customers are students with special transportation needs. As such, it is critical that we as a company do everything we can to ensure they receive the best possible service. A quality transportation experience on the way to school each day helps set the tone for the rest of the day.

That is why ALC Schools has a dedicated customer service team that works in conjunction with the local field coordinators. School districts don't tend to have formalized grievance processes; instead, they tend to reach out directly to their local primary contact. To ensure we are tracking and resolving those concerns, the local contact is required to report those grievances directly to ALC Schools' customer service team. That team then tracks those cases and records them in our client management tool. In addition to tracking the cases, our customer service team is also available to help the local contact with:

- Putting together trip details.
- Researching the issue.
- Finding the appropriate course of action that will prevent the issue going forward.

In addition to managing grievances, our customer service team also:

- Monitors accidents and incidents to ensure all details are collected and tracked in our system.
  - Ensures clients are provided appropriate information.
- Assists upset passengers and parents in real time, so as to prevent grievances when possible.
- Helps to ensure our dispatch staff, account managers, and clients all have the same expectations of service.
- Works with dispatch managers, and field managers to proactively identify and resolve potential client relations concerns.

## Invoicing

ALC Schools (Contractor) shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant month. ALC Schools invoices shall contain confidential reports with detailed charges by route, 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.

## Contract Implementation/Customer Transition Plan

ALC Schools conducts five to seven new student transportation start-ups per month. One of ALC Schools' greatest strengths is our team's extensive experience with alternative transportation. We leverage our unique knowledge and resources to ensure successful new contract implementation as well as transitions from other providers. We have an impressive track record of smooth and orderly transitions because we are committed to delivering the dependability and quality of service districts expect and deserve.



From the moment we identify a potential new client, the team that will service that client begins to be assembled. Once selected, schedulers, dispatchers and customer service agents are provided with enhanced geographic and client-specific training.

ALC believes in a worry-free transition for our clients; we provide a planned and organized process, a quick and streamlined implementation, and robust reporting with measurable results. Each start-up and transition is unique, and we do not take for granted the individual needs of our customers, the students and their parents/guardians.

As part of the transition process, new customers can expect:

- A kick-off call including each member of ALC Schools' dedicated team
  - Routing, Dispatch, Field Operations and Client Relations
- Custom contact information including both a customized toll-free number and email address
- Copies of our Parent Booklet for use in communicating our services with related parents/guardians
- ALC parent call-downs to validate the student data and provide each parent the opportunity to meet with their child's driver and ALC Schools' dedicated field operations team member
- Templates of district branded letters to the parents introducing ALC

## Five Year Safety Record

	2014	2015	2016	2017	2018
<b>Number of School Trips</b>	304,471	355,928	529,899	701,655	809,070
<b>School Miles Traveled</b>	4,292,595.81	4,828,296.27	7,245,577.02	9,327,837.07	11,470,216.18
<b>Total Number of Accidents</b>	42	40	61	65	75
<b>Accidents per 1,000 mi. traveled</b>	0.01	0.01	0.01	0.01	0.01

## Reporting

ALC Schools provides each district with the following monthly reports:

- Daily AM/PM student No-Show Report
  - This report lets the district know which students did not show up for transportation
- Monthly detailed trip reports that contain the following information:
  - Student name, route information and other students on that route
  - Number of trips – total, per day and per student
  - Mileage for each trip and pro-rated mileage per student
  - Dates of service for each student
  - Pricing changes due to removal or addition of routes/students

The following documents provide an example of the monthly reports we provide to the districts we service.



## Emergency Orders

ALC Schools interprets the term “emergency orders” to be urgent/immediate requests for alternative student transportation. Because of our model we are uniquely qualified to respond to last-second, night-before or even day-of requests. For example, if a student gets sick at school and needs to leave early, ALC Schools is able to fulfill this type of request.

## Financial Data

ALC Schools has significant experience in managing transportation solutions for school districts. ALC Schools contracts with more than 300 school districts in 18 states.

Following this section, please see ALC Schools’ latest annual financial statement, as well as our consolidated income statement as of November 2018.

### ALC Chief Financial Officer

Curtis Douglas, Chief Financial Officer

[cdouglas@alcsolutions.com](mailto:cdouglas@alcsolutions.com)

866.999.3371 x777

## Web Link

[www.alcschools.com](http://www.alcschools.com)





# Qualification and Experience



## Qualifications and Experience

ALC was formed in January 2007, but our roots in the industry date back over 50 years.

ALC Schools has been transporting students under the name American Logistics Company (ALC) up until October of 2018 and also as Call Oscar (ALC's predecessor) since September 2003 and with ASC (Call Oscar's predecessor) since August of 1998. Both Call Oscar and ASC were companies that provided transportation in California only.

Today, ALC Schools is recognized nationally as the leader in student transportation, with more than 300 clients in 18 different states.

### Who We Are

At ALC Schools, our focus is on fulfilling districts' special transportation needs. Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

We realize that knowing the student's preference to sit on the right-side of the vehicle, for example, or to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements.

For us, no student and no circumstance is too difficult to address.

Our goal is to provide safe, reliable and high-quality transportation for school districts and the families they serve. Because ALC focuses on special transportation needs, we are able to offer a level of personalized service found nowhere else.

### Who We Serve

For nearly two decades, ALC Schools has been coordinating the special transportation needs of districts across the country.

Whether assisting districts with their McKinney-Vento program, their hardest to serve trips, or their special needs students, ALC Schools provides a scalable solution that can expand or contract to accommodate these ever-changing populations.

If a district has special transportation needs in any of the following areas, ALC Schools has a solution for them:

- McKinney-Vento / homeless students
- Special Needs / ESE students
- ESSA / foster students
- Hard-to-Serve Trips
- Students Traveling Out-of-District
- Multi-District Coordination



## How We Do It

ALC Schools' Student Transportation Model meets districts' special transportation needs by coordinating a combination of SUVs, minivans, wheelchair-accessible vans, and sedans to transport McKinney-Vento, special needs, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

By matching the right vehicle with the right trip, districts no longer have to pay for unused capacity. This model also gives districts the ability to expand and contract their fleet to accommodate the ever-changing requirements of these student populations.

## Reduced Costs

Today, every dollar counts - especially education dollars. In the budget-strained field of school transportation, the ALC Schools Student Transportation Model allows us to make and verify an exceptionally unique claim: reduced costs and improved service levels.

In fact, we can save school districts an average of 20-30%, while never losing sight of each student's individual needs and unique circumstances. This is a claim we can prove and one that is hard to ignore.

## Why We Are Different

Because ALC focuses only on special transportation needs, we are able to offer a level of personalized service found nowhere else, including:

### Parent/Guardian Meeting

Prior to transporting any student, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs.

These parent/guardian meetings allow us to cultivate relationships with the students and their families.

### Driven By Compassion - Same Driver Every Day

Consistency - it's important to the students and it's important to us. Our solution, which offers the same driver every day, enhances communication with parents and increases the comfort level of the students.

Because we not only match the vehicle, but also the driver with the individual needs of the child, drivers view their role as having made a commitment to serving "their" students each and every day. The result: students spend more days in the classroom, providing them and their parents stability, familiarity, security and trust.

### Real-time Accountability

ALC Schools is able to confirm the time and locations of each students' trip events. Knowing where students are, and when they arrived, provides an additional level of comfort and safety.

### Matching Each Student With The Right Vehicle

ALC Schools' solution is uniquely customized to meet the specific needs of the districts' students - today - and as their needs change. We ensure that each vehicle best matches the student's needs, including any requirements listed on their IEP. Factors such as seating arrangements, wheelchair accessibility, additional equipment needs, and the possible need for a nurse/monitor, are all considered in identifying the appropriate vehicle for students.



## Drivers - Not Just Anyone Will Do

ALC Schools works with established, professional local transportation providers. Over the years, we've developed a network of transportation service providers that serve our clients nationwide.

We understand that when it comes to serving children with special transportation needs, not just anyone will do. That's why we take great care to make sure that anyone transporting students is fully trained and capable of addressing the student's unique challenges; and is compassionate and respectful of the children and families they serve.



We employ rigorous recruiting criteria; ALC Schools' vetting process separates out those drivers who are not only technically qualified to provide the needed service, but also further filters out those drivers who do not meet the "customer service oriented" requirements that make our subcontractor drivers ideally suited for special needs school transportation. All subcontractors' drivers undergo extensive background checks and are enrolled in a drug screening program.

All of our selected subcontractors' drivers carry a mobile data device (MDD) which includes GPS tracking, allowing ALC Schools to locate and monitor the vehicles and provide accurate customer service and minimize anxiety and downtime.

Our routing produces cost efficiencies, making ALC Schools' transport requests very desirable. This creates a large pool of potential providers enabling us to be very selective about the providers we work with.

## Driver Requirements

What matters most to ALC Schools is the safety of your students. That's why any driver providing service has confirmed that they are fully qualified and have met the following criteria:

- Valid driver's license appropriate for the vehicle being driven
- Valid registration and insurance required for the vehicle
- Ongoing DMV record review for an indication of safety and driving habits
- Criminal background check
- Must test negative on alcohol/drug screening
- Completed detailed Contractor/Driver Information Form and in-person meeting and review
- TB testing, as required by state law
- Meets all school district requirements
- Meets other state specific requirements



Any driver that is being considered to provide services to ALC Schools must first undergo an extensive background check and be enrolled in an ongoing drug consortium program. Each driver new to the program is thoroughly screened and vetted to ensure that they are compliant with state and local regulations.

Drivers are subject to DMV record screening, as well as Department of Justice (DOJ), FBI and Sex Offender Registry, and finger printing, as required by state law. We take these measures very seriously, to ensure driver qualifications and safety.

### Driver Training: PASS Basic Training

The PASS Basic program consists of 6 modules and includes comprehensive training on the assistance that drivers should provide to passengers with special needs. It is based on The Community Transportation Association (CTAA) Passenger Service and Safety (PASS) driver and trainer certification program that has successfully trained and certified over 25,000 drivers and instructors. The Community Transportation Association is a national nonprofit membership organization representing public and private transportation providers and is a recognized leader in the field of transit education, training and information. This training program is regarded as an industry standard.

Passenger Service and Safety PASS Basic training program subject areas include:

- Customer Service, Communication and Stress Management
- Americans with Disabilities Act
- Service Animals
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
- Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
- Wheelchairs
- Emergency and Evacuation Procedures
- Driver / Passenger Sexual Improprieties

ALC Schools confirms that all subcontractor drivers, per the request of the district, are trained to work with special needs students, and our subcontracted fleet contains vehicles that are wheelchair-accessible and able accommodate other non-ambulatory needs. Our extensive experience has shown that transporting passengers with cognitive and physical challenges to and from school sometimes requires adaptive or assistive equipment and accommodations, and we can accommodate these requirements.

We use proprietary technology to monitor DMV records and other required licenses, certifications, insurances and permits to make sure they are always current. ALC Schools maintains all driver records in our CRM System – the “nerve center” of all our operations. The operator’s records are updated both physically and digitally whenever a change in status occurs.

Records that are stored include but are not limited to:

- Background check



- Drug consortium enrollment and monitoring of results
- Insurance certificates
- Driver's license and permit
- DMV Pull Notice
- Company permit
- Certifications of training and re-training

### Moral Character

ALC Schools recognizes that, for the protection of pupils, drivers and other employees who have contact with the pupils and their families must be of stable personality and high moral character. As such, we confirm that all drivers and personnel meet these qualifications. We will not allow any person to drive whose conduct might in any way expose a child to any impropriety of work or conduct, nor shall we allow any person to drive who we know or have reason to know, is not in a condition of mental and emotional stability.

### Evaluation

ALC Schools contracts with local transportation service providers who employ drivers for the purpose of transporting students. If at any time a driver's behavior suggests a deficiency in training or understanding of proper vehicle handling, that driver is removed from active service until such a time as the service provider can demonstrate that the driver has been re-trained. While rare, if a circumstance arises where there are excessive complaints about a driver, or at the request of the district, a driver can be permanently removed from providing services to the district.

### Vehicles

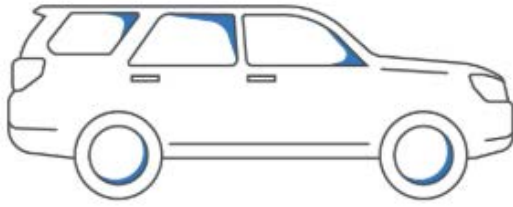
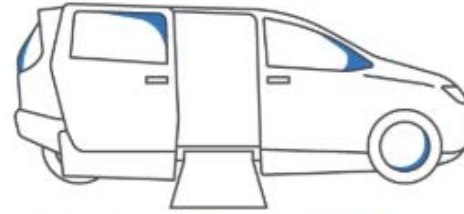
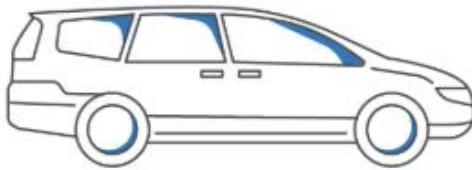
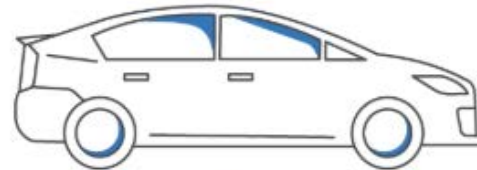
ALC Schools' transportation solution uses local transportation providers to transport students. This allows us the flexibility to use the types of vehicles needed to meet the specific transportation requirements of all students, including those with special needs.

ALC Schools has a network of over 500 transportation providers and 3,700 vehicles across the country.

We will subcontract with as many drivers as needed to service our clients, and will have more than enough on standby in case of an emergency. Vehicles vary in capacity from three to six passengers.

Depending on the needs of the district and student, students may be transported in any one of the following vehicle types:



**SUV****Wheelchair Accessible Van****Minivan****Sedan**

Because we use a combination of SUVs, minivans, wheelchair-accessible vans, and sedans to transport students, we are able to customize a district's fleet to meet their students' needs. Each school district is different and each student has unique needs. Our solution is customizable to meet those demands.

ALC Schools confirms that vehicles used to transport students comply with the following as required by state law or by the district:

- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Vehicles are safe, well maintained and clean
- Vehicles have an operating heating/air conditioning system
- Meets all state and district specific requirements

To promote efficiency and reduce drive time, our proprietary routing and optimization software uses real-time route optimization algorithms to maximize route productivity and vehicle utilization. Once the routes have been analyzed, reviewed and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

## Equipment Requirements

ALC Schools confirms that all vehicles used to transport pupils are furnished with a seat belt for each passenger and driver, and that vehicles include the necessary car seats, restraints and safety vests needed for the transportation of passengers. ALC confirms that all subcontractor drivers are qualified to



work with special needs students, that their fleet contains vehicles that are wheelchair-accessible, and that they are able to accommodate other non-ambulatory needs, including respirators and other breathing devices managed by the rider or nurse/monitor, when necessary. We also confirm that the subcontractor drivers are qualified to use the necessary equipment for the student(s) they transport, and provide for the welfare and safety of students at all times.

## Monitors, Personal Care Attendants and Service Animals

Per ADA requirements, passengers are allowed to travel with a guide dog or other acceptable service animal, trained to help with their functional limitations. Also, Personal Care Attendants or monitors are permitted to ride with students when necessary.

## Vehicle Certification and Permits

All subcontracted drivers are required by contract to abide by all relevant laws, rules and regulations pertaining to the vehicle operated and the type of service provided; including all required permits and licensure. Such documentation is verified by our Data Integrity Group prior to a driver being approved for transportation of district students.

## Vehicle Inspections, Mechanical Conditions and Appearance Standards

In the event that a vehicle is determined to not meet the required standards, the vehicle is removed from service until such a time as the provider brings the vehicle into compliance. Due to the flexibility of our service delivery model, back up vehicles are at the ready to replace a vehicle that has been removed from service for any reason on a temporary or permanent basis.

Because ALC Schools uses service providers, there are no maintenance facilities. Service providers are required to maintain their vehicles in accordance with state and federal law and the manufacturer's recommendations. All maintenance of vehicles is the responsibility of the service provider.

Inspection reports are available to clients upon request.

Following this section, please see sample inspection report.







## Preventive Maintenance Standards

ALC Schools confirms that all vehicles are maintained according to manufacturer specifications. In the event that a vehicle is determined to not meet the required standards, the vehicle is removed from service until such a time as the provider brings the vehicle into compliance. Due to the flexibility of ALC's our service delivery model, back up vehicles are at the ready to replace a vehicle that has been removed from service for any reason on a temporary or permanent basis.

Furthermore, any vehicle or driver failing to meet inspection criteria is documented. For any egregious defect, the vehicle and driver may be removed from service or removed from the program. The driver must rectify the issue before a follow up inspection can be completed for that driver/vehicle to resume service.

## Data Integrity Group (DIG)

The ALC Schools Data Integrity Group (DIG) is responsible for provider and fleet credentialing, and maintaining fleet and driver compliance with all federal, state, local, laws and statutes as well as school district requirements.

The Data Integrity Group consists of six data analysts and is led by Cody Willits, a 13-year veteran of ALC, who holds a bachelor's in Business Management with a focus in Management Information Systems (MIS).

DIG leverages a combination of the latest technology systems and personnel (data integrity analysts) to ensure all documentation and certification is current and all requirements met -- without compromise.

DIG maintains and monitors documents and certifications for the following:

- District and Client Contract Requirements – requirements that must be fulfilled for eligibility to serve a specific district. These may include things such as district-specific training related to a specific population type being served, CPR certification, first aid training, specific background check requirements above and beyond ALC Schools benchmark.
- State and Local Area Requirements – specific state and local area requirements that must be fulfilled by each contracting entity for operation in the designated area. These include local statutes, city/county license requirements, and other requirements such as California vehicle smog checks and Colorado inclement weather driver training.
- ALC Schools Requirements – these are our required standards and certifications for all drivers, including enrollment and participation in ongoing drug consortium testing.
- Driver and Vehicle Records – driver's license, insurance coverage verifications, vehicle registration, etc.

During the process of onboarding a new driver and vehicle, no less than two data integrity analysts review the documents and verify data integrity.



It should be noted that while it is one thing to onboard all required certifications and documentation upon program start up, it is quite another to have in place the requisite systems and processes to ensure the ongoing monitoring of all these certifications and requirements.

This ongoing monitoring process however, is absolutely vital to ensure that only drivers who are in compliance/conformance with all necessary requirements are eligible to be dispatched and service district trips.

Advance notice of expirations keeps drivers and the ALC Schools Field Operations Team apprised in a “no surprises” manner -- giving drivers the opportunity to recertify or renew certifications before they expire and drivers become ineligible. This proactive approach keeps drivers on the road and prevents service disruption, while also ensuring confidence that anyone transporting students is fully certified and compliant with all requirements.

Similar to the Apple Genius Bar, the Data Integrity Group also provides “help desk” support to find solutions to problems concerning drivers’ ability to use ALC Schools’ platforms and acts as the liaison to communicate technical issues to the ALC Schools IT department. This helps speed resolution to avoid transportation disruptions. Support areas include:

- Initial Installation and Login of App
- Application Error
- Driver Ineligible

Following this section, please see additional details for ALC Schools Data Integrity Group.



The banner features the ALC logo at the top left, with the text 'STUDENT TRANSPORTATION SOLUTIONS' below it. A horizontal dashed line separates the logo from the main title 'Data Integrity Group' in a large, bold, black font. Below the title, the text 'Contract Entity Vetting, Setup, and Data Entry into ALC Systems and Platforms.' is displayed. At the bottom left, there are four small icons representing different types of vehicles: a minivan, a van, a sedan, and a truck. Below these icons, the text 'THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION' is written. The background of the banner is a soft-focus image of a person's hands holding a smartphone. A solid blue vertical bar is positioned on the right side of the banner.

ALC  
STUDENT TRANSPORTATION SOLUTIONS

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## Data Integrity Group

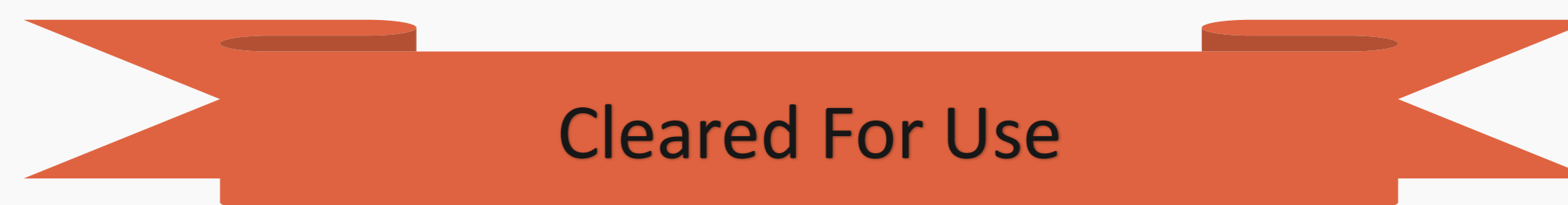
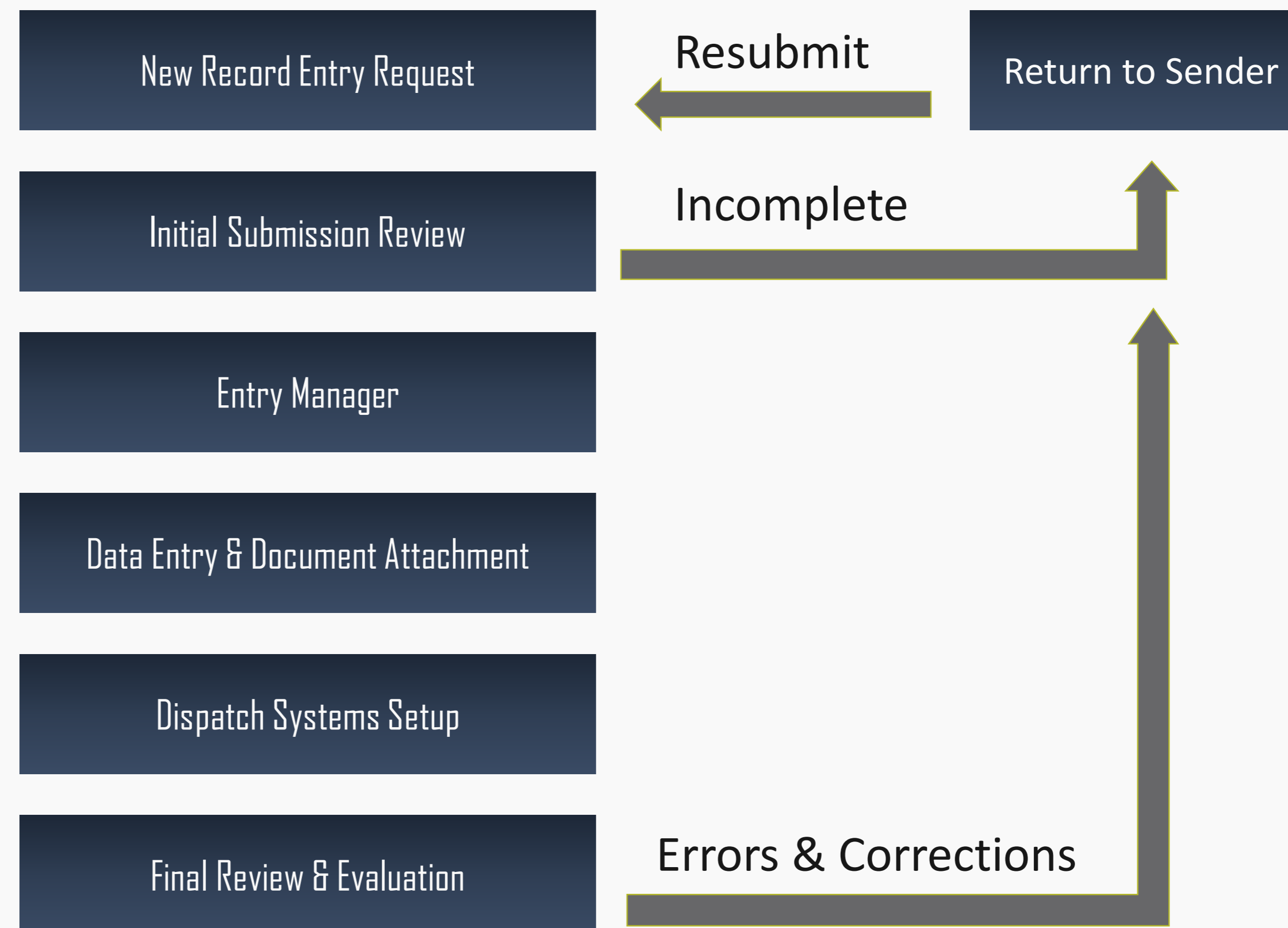
Contract Entity Vetting, Setup, and Data Entry into ALC Systems and Platforms.



THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION

# New Record Request Entry Process

- During the process no less than two Data Integrity agents review the documents and verify the data entry.
- Entry Manager:
  - Dictate Priority status
  - Assign Task
  - Track progress



# Clearance Levels

- All records must meet document requirements for eligibility. Basic eligibility and baseline entry requires at minimum ALC requirements.
- Only drivers that meet client contract requirements for a client are eligible to be dispatched and routed to client trips.

## ALC Requirements

## Dispatch Area Requirements

## Client Contract Requirements

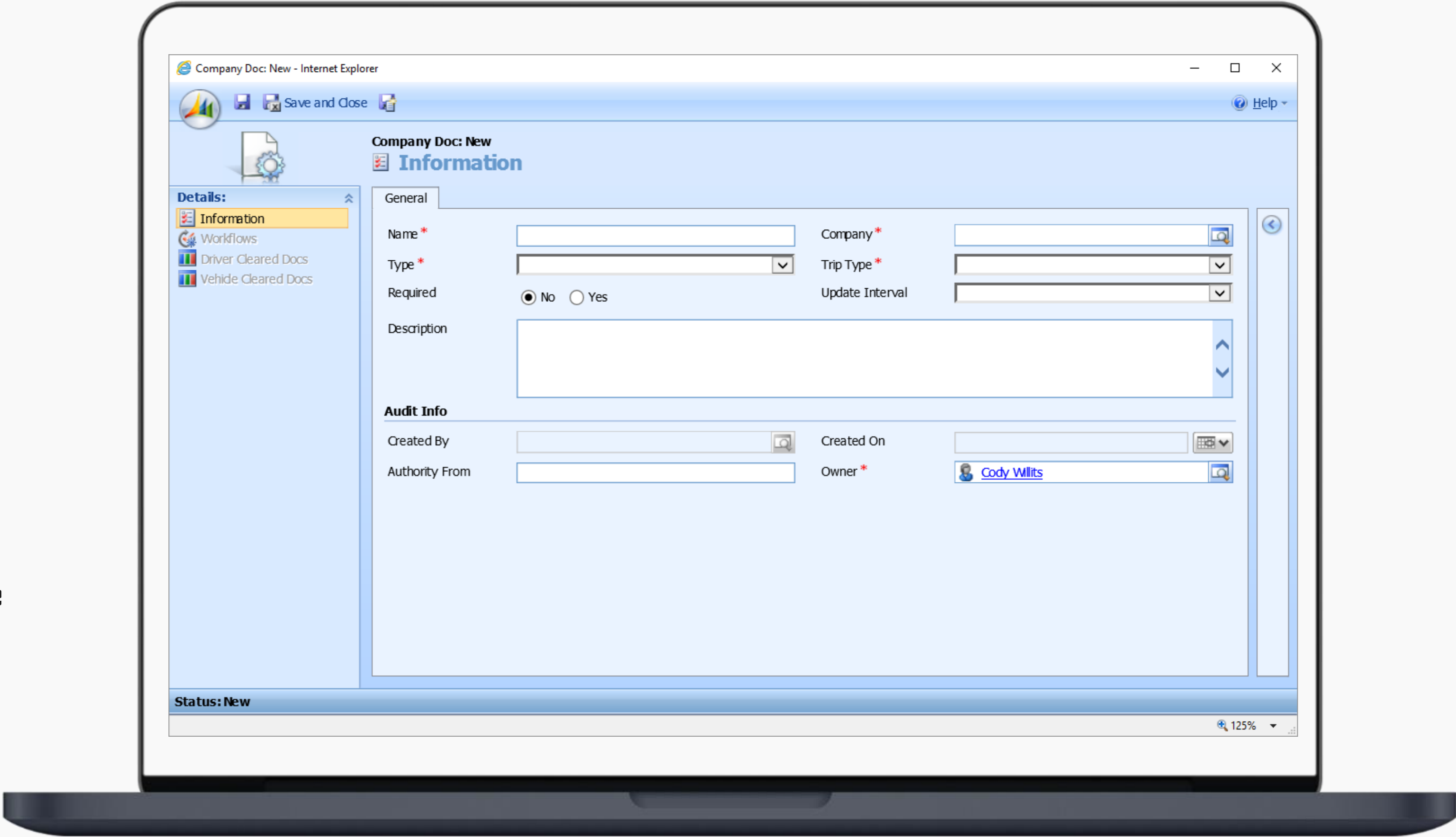
**Cleared Requirements Summary**

ALC Cleared	<input type="radio"/> No <input checked="" type="radio"/> Yes	Vehicle Cleared	<input type="radio"/> No <input checked="" type="radio"/> Yes		
ST - School Trips	<input checked="" type="radio"/> No <input type="radio"/> Yes	Government Trips	<input type="radio"/> No <input checked="" type="radio"/> Yes	Medical Trips	<input type="radio"/> No <input checked="" type="radio"/> Yes

# Client Contract Requirements

- Name Example: "CPR" Training
- Company: Clients Name
- Type: Driver or Vehicle
- Trip Type: Vertical of Operations (School)
- If Required = "Yes" then must be fulfilled for eligibility
- Update Interval: How often document needs to be renewed to remain eligible.

Each requirement then requires a document attached and recorded to be cleared and contracting entity cleared for use in ALC systems.

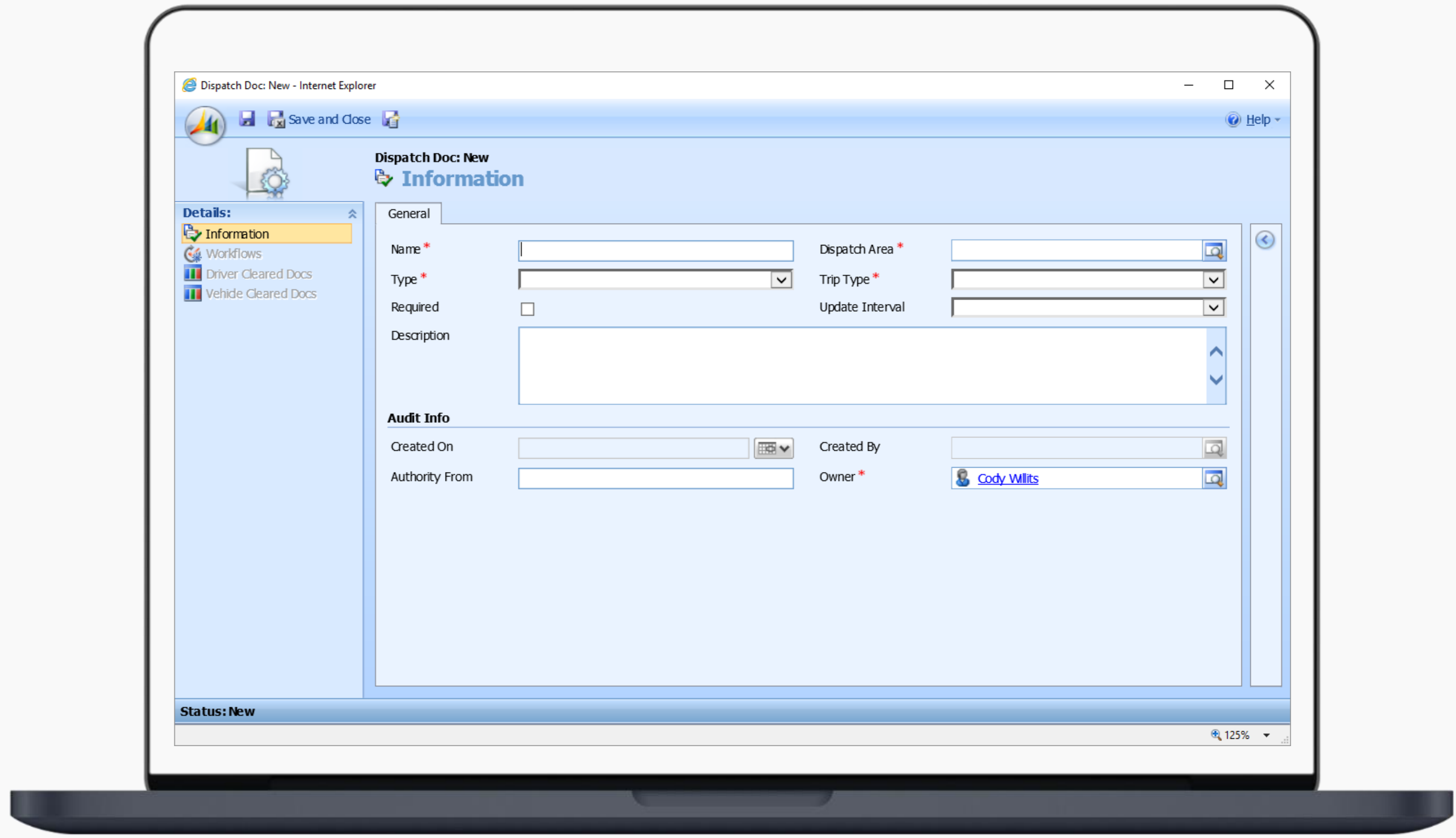


# Dispatch Area Requirements

The same format as client contract requirements with the following exception:

## Dispatch Area:

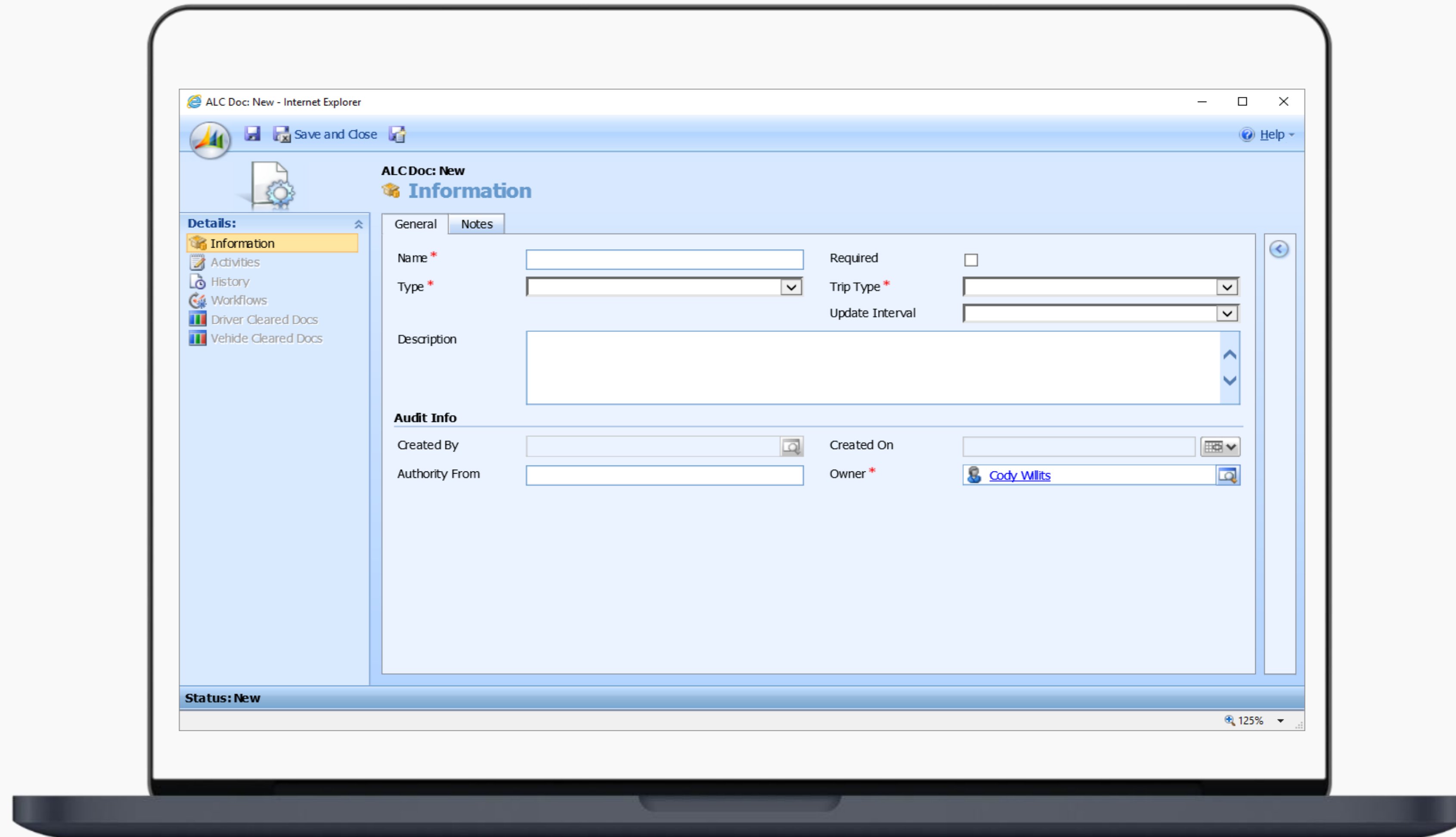
- Each contracting entity and client are assigned to a dispatch area's.
- Dispatch area requirements are required to be fulfilled by each contracting entity in order to operate in the area designated.
- If a Dispatch Area Requirement meets Client Contract Requirement (CCR) the CCR does not need to be created.





# ALC Requirements

- These are document requirements for all ALC Contracting Entities and are the baseline for entry into ALC systems and platforms.
- If an ALC Requirement meets Client Contract Requirement (CCR) and / or Dispatch Area Requirement (DAR) then the CCR and/or DAR does not need to be created / duplicated.





# Driver Record

- This is where we track important driver information such as the drivers license expiration date and contact information.
- Selecting a dispatch area imports all requirements needed to clear driver within the dispatch area designated.

Driver: FAKE NO MDD DO NOT CASHIER - Internet Explorer

Driver: FAKE NO MDD DO NOT CASHIER  
Information

Details:

- Information
- Activities
- History
- Workflows
- Cust Serv Cases
- Operations Cases
- Contacts
- Accounting Cases
- Dispatch Cases
- Driver Cleared Docs
- Driver Contracts
- Drug Tests
- Cleared Companies
- Languages
- Vehicle Histories
- MDD Histories

General Other Dispatch Admin Attachments Drug Testing

**Contract Info**

First Name *	FAKE NO MDD	Last Name *	DO NOT CASHIER	Integration Status	NTS Driver
Driver ID	22548	Current BB	4865	Driver Type	Cons/Pay Driver
Driver Fleet ID *	X	Last BB	0	Driver Status	<input type="radio"/> Inactive <input checked="" type="radio"/> Active
Vehicle		MDD	4865	Declaration Signed	
Drivers License Number *	FAKE	DL Expiration Date *	12/31/2099	Driver TCP/Taxi/Permit Exp Date *	12/31/2099
Registration Expiration Date *	12/31/2099	Comments (1)		Comments (2)	
Dispatch Area *	Dallas, TX	Contracting Entity *	FIELD SUPERVISOR	Pay Driver/Subcontractor	<input type="radio"/> Pay Driver <input checked="" type="radio"/> Pay Subcontractor
Dummy Driver	<input type="checkbox"/>	Pay Sub NTS Driver ID			

**Cleared Docs**

New Driver Cleared Doc Add Existing Driver Cleared Doc More Actions

Status: Active

125%

# Example Driver Document Requirements

List of document requirements needed to make driver eligible.

- ALC requirements always imported.
- Dispatch area requirements imported based on designated dispatch area
- Client contract Requirements generated based on designated dispatch area.

Name	Driver	Recel...	Cleared	Requi...	Expiration ...	Trip Type
"BAA" HIPAA Agreement	FAKE NO MDD DO	No	No	Yes		Medical
"BGC" Authorization Packet	FAKE NO MDD DO	Yes	Yes	Yes		ALL
"Deposit" Instructions	FAKE NO MDD DO	No	No	No		ALL
"DL" Scan (Driver's License)	FAKE NO MDD DO	No	No	Yes		ALL
"DOJ" and MVR	FAKE NO MDD DO	Yes	Yes	No		ALL
"Medical" Cleared	FAKE NO MDD DO	No	No	Yes		Medical
"New" Driver Contract	FAKE NO MDD DO	No	No	Yes		ALL
"Paratransit" Cleared	FAKE NO MDD DO	No	No	Yes		Government
"Pull" Notice Program	FAKE NO MDD DO	No	No	No		ALL
"Voided" Check	FAKE NO MDD DO	No	No	No		ALL
"W-9"	FAKE NO MDD DO	No	No	No		ALL
"Wheelchair" Securement	FAKE NO MDD DO	No	No	No		ALL
"WUD" - Sept 2014	FAKE NO MDD DO	No	No	No		ALL
COM/Taxi "Permit"	FAKE NO MDD DO	No	No	Yes		ALL
Dallas - "TX DPS" - Fast Pass	FAKE NO MDD DO	No	No	Yes		School
Driver "Check"list	FAKE NO MDD DO	No	No	No		ALL
Non-Regulated Consortium Consent "CC"	FAKE NO MDD DO	Yes	Yes	Yes		ALL
TX - "Pass" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX - "Pass" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX - ADA "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX - ADA "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX - ADA "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX Dallas - "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX Dallas - "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX Dallas - "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX Dallas - "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX Dallas - "PASS" or Equivalent Certification	FAKE NO MDD DO	No	No	Yes		School
TX HEB - Initial "TB" Results	FAKE NO MDD DO	No	No	Yes		School

# Document Vetting

- Each Document is reviewed and verified to meet standard requirements which include but not limited to:
  - Form / agreement not altered from original.
  - Who signed
  - Signature date
  - Expiration date
  - No evidence of tampering i.e. whiteout
  - All required fields filled out properly
  - Document is legible
  - Meets all requirements

PRODUCER CUSTOMER ID #		INSURER(S) AFFORDING COVERAGE	
INSURED Subcontractor Name (shown on contract) Subcontractors Address (shown on contract) City, State, Zip		INSURER A : Insurance Company Name INSURER B : Insurance Company Name INSURER C : INSURER D : INSURER E : INSURER F :	
NUMBER:		REVISION NUMBER:	
POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
Policy Number	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$
Policy Number	07/01/2010	07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
Policy Number	07/01/2010	07/01/2011	EACH OCCURRENCE \$ AGGREGATE \$5,000,000 \$ \$
Policy Number	07/01/2010	07/01/2011	WC STATUS: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO TOSTY LIMITS: <input type="checkbox"/> YES <input type="checkbox"/> NO E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYER \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)			
RE: Specific Project, The Parent Company, Inc. is named an Additional Insured with respects General Liability coverage (See attached Notepad for additional wording)			

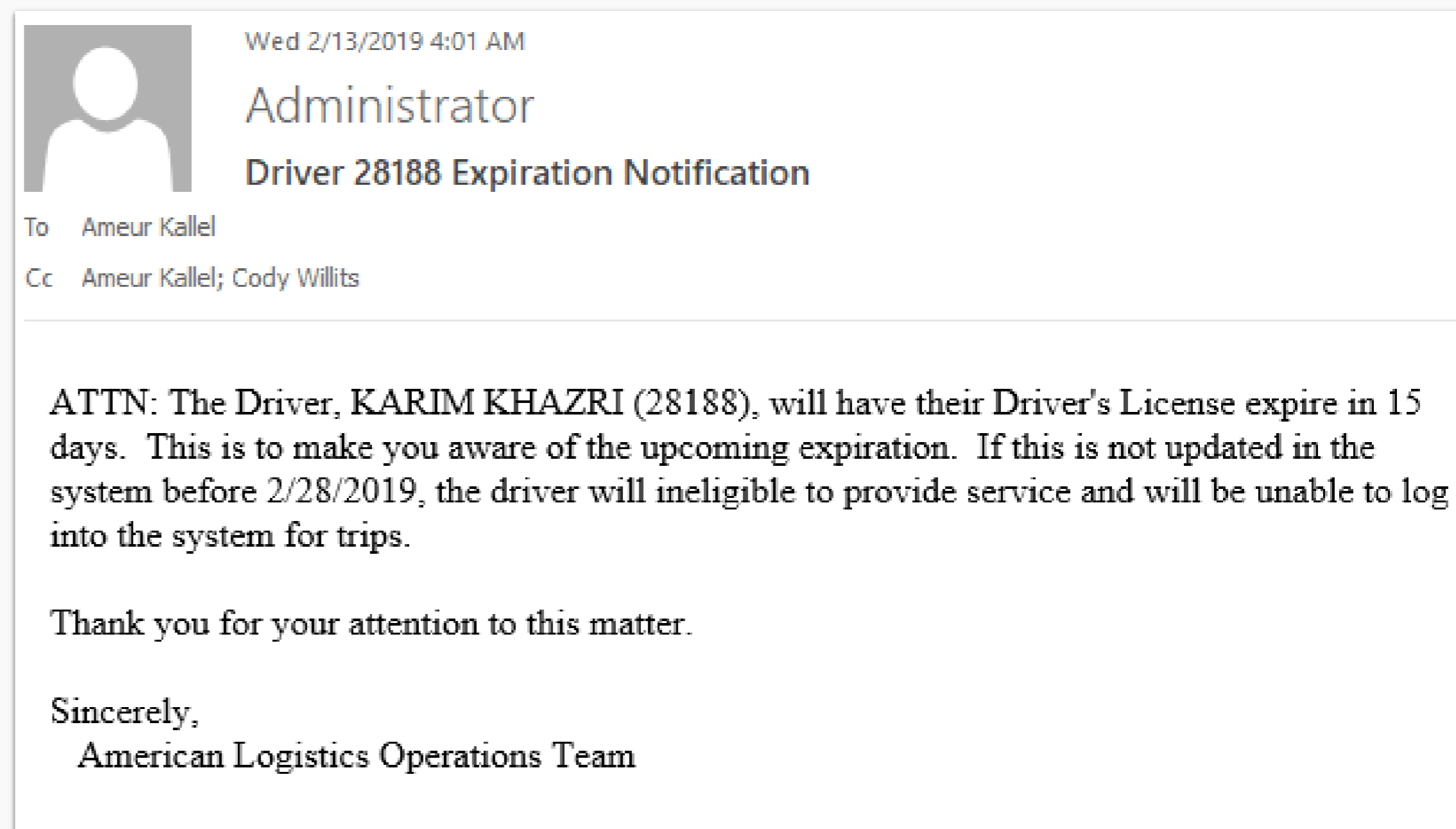
Is the Insurer Reputable

Has the policy started and still valid

Does the limits meet our requirements

# Document / Record Management

1. Approved document is attached to record
2. Tracking data entered
  1. Clearance Type
  2. Vertical
  3. Expiration Date
3. At least one audit yearly
  1. Verify document meets all requirements
  2. Complete record audit done every update made to record
4. Expiration
  1. Advanced notification given
  2. If new document is not submitted or accepted Resource is set to Ineligible for service



Notification Emails are sent to the contracting entity and the ALC representative working directly with them





# Driver Support

Because DIG is responsible for the resource entry and setup into ALC dispatch systems we provide help support to find solutions to problems concerning drivers ability to use ALC platforms and communicate technical issues to our IT department for quick solutions to avoid transportation disruptions.

- Initial installation and login.
- Application Error
- Resolve
- Driver Ineligible

The screenshot shows a SharePoint site for 'Driver Support'. The navigation menu on the left includes: Home, Driver Support Tracker, Med/Gov iOS IMEI Re..., School iOS IMEI Report, App Error Screenshots, Installing Application, Viewing Error Log (NTS), Device Not Authorized, Unable to Connect to ..., ID or PIN Incorrect, Validation Error, Message Acknowledg..., Bad Driver ID, Driver in Other Car, Driver on Hold, Planner, Site contents, and Recycle bin. The main content area features 'Quick links' with items like 'New Driver Support Event', 'Med/Gov iOS IMEI Report', 'Driver Support Tracker Descriptions', 'App Error Screenshots', 'School iOS IMEI Report', 'Installing ALC MDD Application', and 'Viewing the Error Log in NTS'. There is a red warning message: 'iOS IMEI Report does not work in Google Chrome.' Below this is the 'Driver Support Tracker' table with columns for ID, MDD, Assigned to, and Status. The table contains two rows of data. At the bottom right, there are buttons for 'Get the mobile app' and 'Feedback'.

ID	MDD	Assigned to	Status
1298	1113		* New
1292	1684		* New



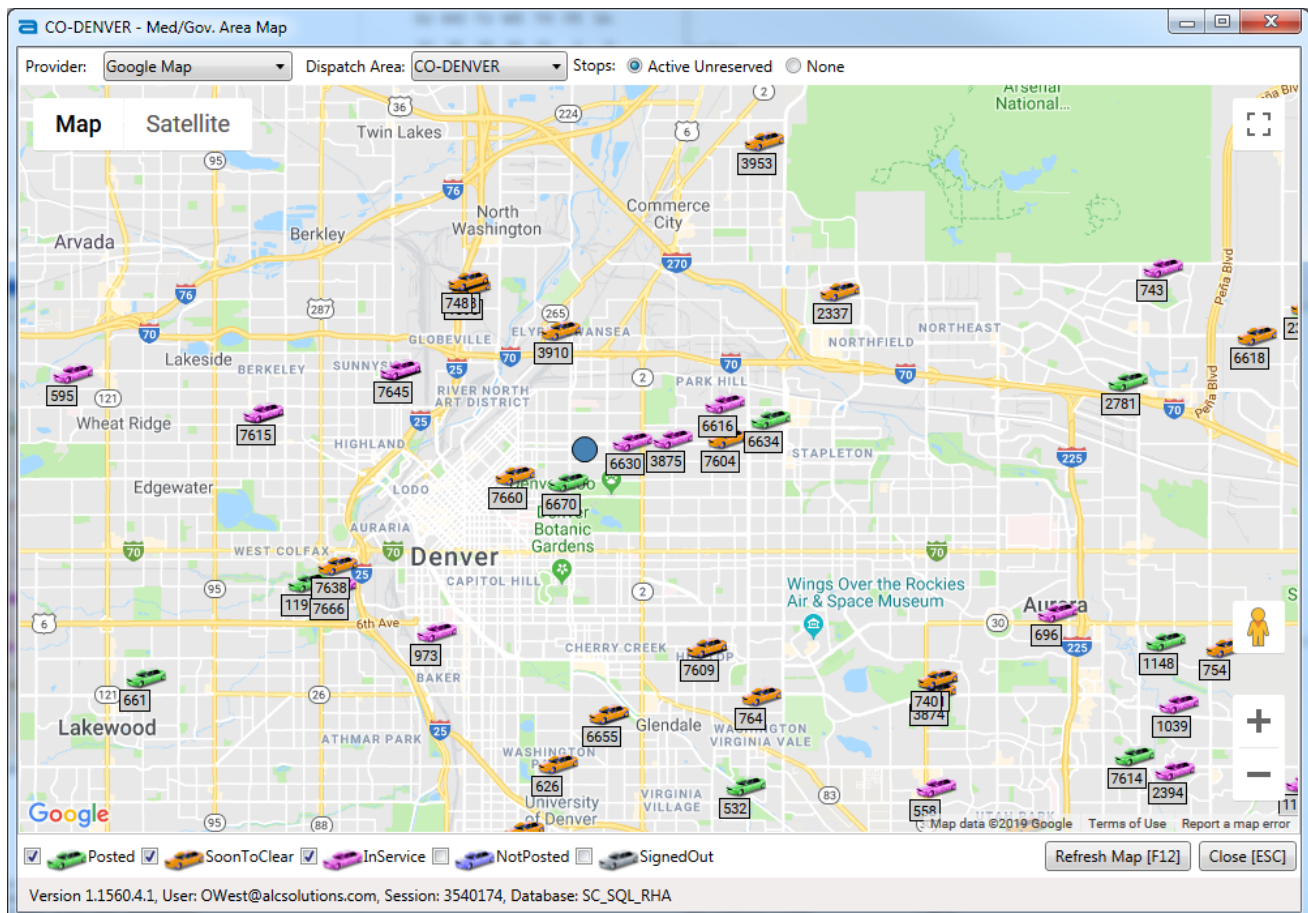
## Vehicle and Driver Identification

As requested by the district, the vehicles transporting your students will be identified with a placard on the dashboard, and each driver will have a photo ID badge stating that they are a subcontracted transportation provider for your district.

## GPS Tracking

ALC Schools uses GPS tracking to locate drivers and vehicles. All GPS tracking comes standard with our Student Transportation Model. ALC Schools' system provides real-time updates. Parents and/or district officials can call our dispatch team if they have any questions regarding a trip and we are able to give them accurate and current information.

Each driver providing service to the district will have a mobile data device (MDD) with them at all times. Using the ALC app on their MDD, subcontractor drivers are able to indicate whether students were picked up and dropped off. As soon as that information has been entered, it can be found in our dispatch communication system.



CO-DENVER - Med/Gov. Area Map

Provider: Google Map Dispatch Area: CO-DENVER Stops:  Active Unreserved  None

Map Satellite

Map data ©2019 Google Terms of Use Report a map error

Version 1.1560.4.1, User: OWest@alcsolutions.com, Session: 3540174, Database: SC\_SQL\_RHA

Legend:  Posted  SoonToClear  InService  NotPosted  SignedOut

Refresh Map [F12] Close [ESC]



## Customer Service

At ALC Schools our customers are students with special transportation needs. As such, it is critical that we as a company do everything we can to ensure they receive the best possible service. A quality transportation experience on the way to school each day helps set the tone for the rest of the day.

That is why we have a dedicated customer service team that works in conjunction with the local field coordinators. School districts don't tend to have formalized grievance processes, instead, they tend to reach out directly to their local primary contact. To ensure that we are tracking and resolving those concerns, the local contact is required to report those grievances directly to our customer service team. That team then tracks those cases and records them in our client management tool. In addition to tracking the cases, our customer service team is also available to help the local contact with:

- Putting together trip details.
- Researching the issue.
- Finding the appropriate course of action that will prevent the issue going forward.

In addition to managing grievances, our customer service team also:

- Monitors Accidents and Incidents to ensure all details are collected and tracked in our system
  - Ensures clients are provided appropriate information.
- Assists upset passengers and parents in real time, so as to prevent grievances when possible.
- Helps to ensure our dispatch staff, account managers, and clients all have the same expectations of service.
- Works with dispatch managers, and field managers to proactively identify and resolve potential client relations concerns.

Below you'll find some of the additional items we have put in place to provide parents and districts easy access to ALC's account coordinators and customer service team, as well as methods to provide ongoing feedback and suggestions.

## Custom Contact Information

Each school district we work with receives a custom email address and toll-free number for parents to call with questions, concerns, or other feedback. The extension on the card puts parents, district officials, etc., in touch with their local ALC Schools Account Manager.

Under the district's direction, ALC Schools provides printed cards with the contact information to be given to parents/guardians, district officials, and others as directed. Each card also includes brief instructions on the back.



**ALC CONTACT INFORMATION**  
 Phone: 855.555.5555  
 Ext. 1 – Customer Service  
 Ext. 2 – ALC Dispatch  
 Email: DistrictName@ALCSchools.com

**DISTRICT CONTACT INFORMATION**  
 Phone: 866.555.1234

**HOW DO I...**

- **Make a Route Change or Adjustment**  
 Contact the **District** to make a route change or a lasting adjustment to the pick-up or drop-off location/time of your child.
- **Cancel a Trip or Obtain Trip Status**  
 Contact **ALC Dispatch** (Ext. 2) if you have questions regarding the status of your child's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.
- **Contact Customer Service**  
 By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have or address any of your concerns. You're always welcome to contact the district as well.

**Note:** Drivers are not authorized to make any route or service changes.

## Feedback Cards

ALC has developed the cards pictured below, which can be customized for your district and given out anytime. The cards help collect feedback from the parents/guardians of the students being transported. The cards are printed with English on one side and Spanish on the other.

<p>Dear Parent/Guardian,</p> <p>As the school year comes to a close, we wanted to express our gratitude to you for allowing ALC to assist [ ] in transporting your student(s) this past year.</p> <p>We value your opinion and would appreciate you taking a moment to provide us with any feedback (positive or negative) you may have from your experience with ALC's transportation model this past year.</p> <p>Please email us at: <a href="mailto:ALC@ALCSchools.com">ALC@ALCSchools.com</a></p> <p>Thank you,</p> <p>The ALC Team</p>	<p>Estimado Padre/Tutor</p> <p>Ya que el año escolar llega a su fin, queremos agradecerles por permitir a ALC en apoyar a [ ] en transportar a sus estudiantes este año pasado.</p> <p>Valoramos su opinión y apreciaríamos que se tomara un minuto de su tiempo para darnos sus recomendaciones (positivas o negativas) basadas en su experiencia con el modelo de transportación de ALC este último año.</p> <p>Por favor contáctenos a: <a href="mailto:ALC@ALCSchools.com">ALC@ALCSchools.com</a></p> <p>Gracias,</p> <p>El Equipo de ALC</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

All responses received (positive or otherwise), are shared with the district. ALC is committed to customer satisfaction at all levels.

## Complaints

To ensure constant and consistent improvement, ALC Schools keeps complete and accurate records of all written and oral complaints received regarding our services. Every complaint (tracked either via phone call, email, or directly to a representative) creates a case, which is tracked by our electronic





system. Every case is addressed within 24 hours, and we have a goal to have a successful resolution to every case within 48 hours, with a written report.

Feedback sources include, but are not limited to:

- District's employees or agents
- Parents/guardians of transported students
- State or Federal agencies
- Other school districts

ALC Schools also provides the district a written report, as requested, listing said complaints, if any, and actions taken to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by the district.

## Dispatch Operations Center

ALC Schools has a world-class call center operation and we continue to grow our call center workforce to ensure we have adequate resources to support our valued school district customers.

ALC Schools manages student transportation programs for 300+ school districts across the country and in 2018 expanded its school operations into 4 new states – Indiana, Pennsylvania, New Jersey and New York. To support this growth and expansion, ALC has added new dedicated resources, including the addition of a new 14,000-square-foot dispatch and operations center in Raleigh, N.C. – primarily to support customers in the Midwest and on the East Coast.

With ALC School's dispatch and operations center in St. George, Utah – recently relocated to a new 25,000-square-foot facility – and the Raleigh operations center working in tandem, school districts are provided with comprehensive, nationwide “dawn-to-dusk” dispatch coverage. ALC Schools' live dispatch is available from 2am PST to 8pm PST.

ALC Schools has built-in scheduling redundancy in both facilities to insure coverage during peak school drop-off and pick-up drive times. Dispatch representatives in St. George are scheduled very early morning to assist with the early morning trips in the East, whereas Dispatch representatives in Raleigh are scheduled to begin work later in the day to assist and provide back-up for afternoon trips in the West. In addition, ALC Schools' representatives are available 24/7 to take cancelations, etc., and can also dispatch trips on weekends for special school events.

Both the St. George and Raleigh facilities are staffed with the following ALC Schools Dispatch Operations personnel who collectively have **over 125 years' experience**:

**Account Specialists** have dedicated relationships with school districts and work directly with district personnel to conduct student trip routing. The Account Specialist is the heartbeat of the entire ALC Schools operation as they conduct day-to-day coordination, adding new students, and/or accommodating changes. They build the routes based on the district and student needs, to enable a smooth hand-off with ALC Schools Dispatch to dispatch drivers when the trips go live. Account



Specialists also provide information to the ALC Schools Field Operations team, which coordinates with providers transporting students based on the specific needs of those students and the specific routes.

**Dispatchers** direct day-to-day route operations and report into Account Supervisors. ALC Schools dispatches trips to and communicates directly with each driver for every trip serviced. Dispatchers communicate with drivers and clients to manage and monitor daily operations to assure safe, cost-effective, on-time performance. All trips are recorded with GPS, which tracks latitude and longitude codes and time stamped events for 100% verified trip data.

The Dispatch Operations Group is led by Andy Darkins, who has been with ALC for over 7 years.

## ALC Schools Dispatch Operations – By the Numbers

- Manages the routing and dispatch to transport more than **10,000 students** a day, dispatching more than **5,500 vehicle trips** per day.
- Handles nearly **40,000 inbound calls** in a given month.
- **>92% of calls answered <30 seconds**, with <2% call abandonment rate.

### ALC Schools' New St. George and Raleigh Operations Centers

The School Dispatch and Routing Center in St. George houses 19 school dispatchers and 17 Account Specialists who handle trip routing.

The Raleigh Operations Center houses 16 school dispatchers and our first ALC Schools Account Specialist in the East.

Dispatchers in both facilities are equipped with modern call center infrastructure including our proprietary trip management software, which has been specifically developed over many years to meet the transportation needs of school districts.

The new facilities support future growth and expansion, with room to add additional representatives as needed, based on increased trip volume, number of districts served, and/or call volume.

## Routing, Service and Scheduling

To promote efficiency and reduce drive time, ALC Schools' proprietary routing and optimization software uses real-time route optimization algorithms to maximize route productivity and vehicle utilization. Once the routes have been analyzed, reviewed and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

Prior to the beginning of each school year, ALC Schools routes and schedules based on information received from the district. If the district desires information to roll over to the following school year, ALC Schools will accommodate this request. If the district prefers to offer a new list of students prior to each school year, accounting for students who have moved or graduated, we will accommodate that request as well.



To add a new student, the district simply sends the student's information to our dispatch team. The student will then be added to the appropriate route, based on the student's needs. If a new route is needed, it is created with district approval.

## Travel Time

If the student is not ready for pick-up at the scheduled pick-up time, the driver will wait two (2) minutes past the regular scheduled pick up time. If the student(s) are still not ready, the student will be designated as a No-Show.

If, when returning a student to home, the parent(s) or other previously arranged responsible party is not available to receive the student, we shall attempt to contact the parent(s) by phone for instructions. If the parent is unreachable or unavailable, or if the parent provides instructions that we find objectionable, we will contact the district for instructions. If we are directed to return the student to school, or are unable to reach either the parent(s) or the district, we will attempt to return the student to a district employee at the student's school after returning all other students on the route to their homes.

The travel time for special education students shall not exceed one hour, one-way unless the child lives in excess of fifteen (15) miles from the school and except for abnormal weather, traffic or other unusual conditions, or as approved by the district.

## ALC Schools Tracking App

ALC Schools uses GPS tracking to locate drivers and vehicles, and monitor/verify on-time and overall trip performance. All GPS tracking comes standard with the ALC Student Transportation model. Our system provides real time updates.

Each driver providing service to the district will utilize ALC Schools' App to indicate whether students were picked-up and dropped-off. As soon as that information has been entered, it can be found in our dispatch communication system.

The app works on both iOS and Android devices. It provides schools and ALC dispatch with real-time GPS tracking of students as they are picked-up from home, make the journey to their destination, and are dropped-off at school, with actual pick-up and drop-off times GPS time stamped. For drivers, it provides an easy interface to accept daily student transportation trips, keep track of trip requirements (such as car seat requirements), and provides two-way communication with ALC Schools Dispatch so all aspects of student transportation are transparent and captured in real time.

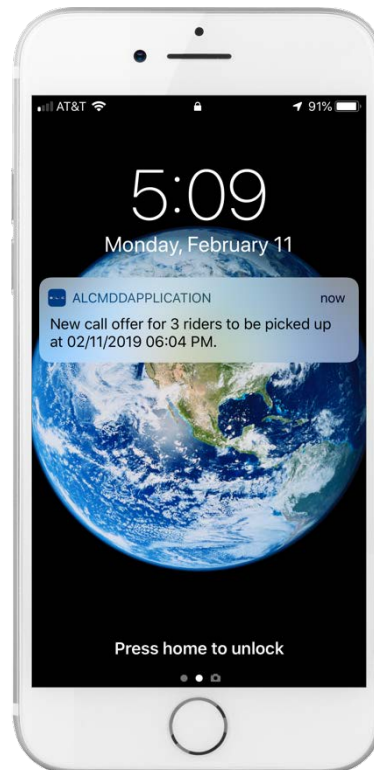
Use of GPS tracking enables school districts and/or parents to obtain an update on a student's current location, this data can be accessed immediately by ALC Schools dispatch team.

Security on the app is tied to both the driver and the mobile device. This delivers two layers of security, preventing transportation service providers from sharing a driver ID across multiple drivers.

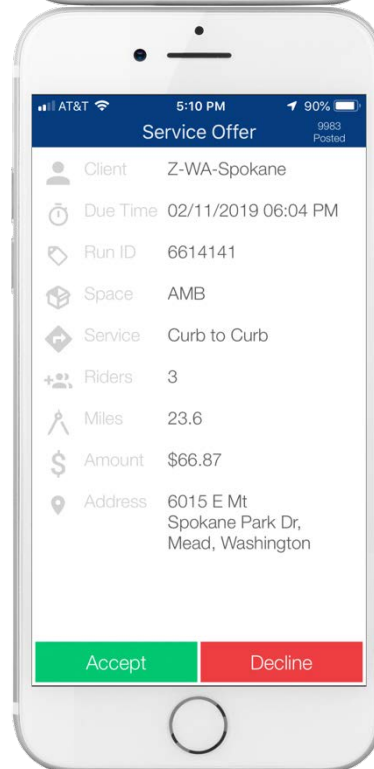
The following provides an example of how the ALC Schools App works.



Drivers are notified of trips via the app when they are ready to be accepted.

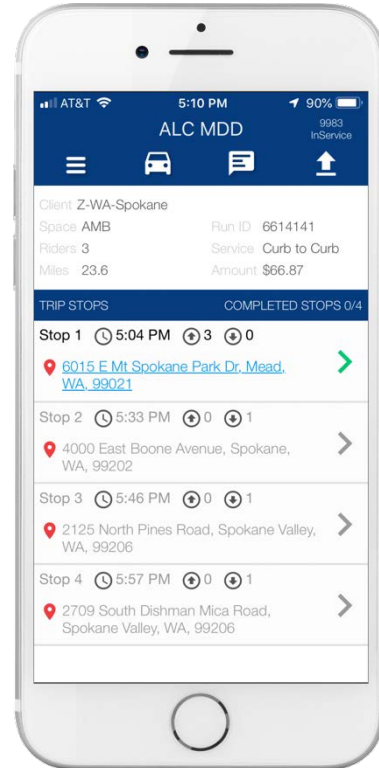


Trip details are spelled out with every offer, even though the majority of trips are driven by the same drivers for the same group of students every day.

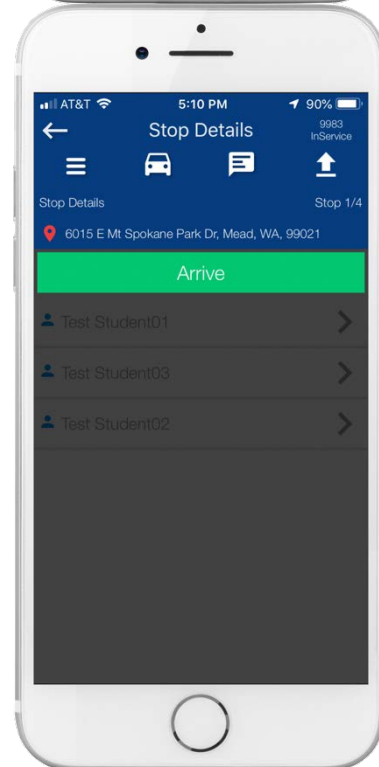




Trip addresses can be opened in Google Maps or other smart phone map programs directly from the app (no typing required) for directions and route optimization. Each stop has an arrival time that has been calculated by our Route Optimization team working with Dispatch to make sure all students arrive at their destinations on time.



When drivers arrive at their first destination, they notify Dispatch of their arrival using the app interface..

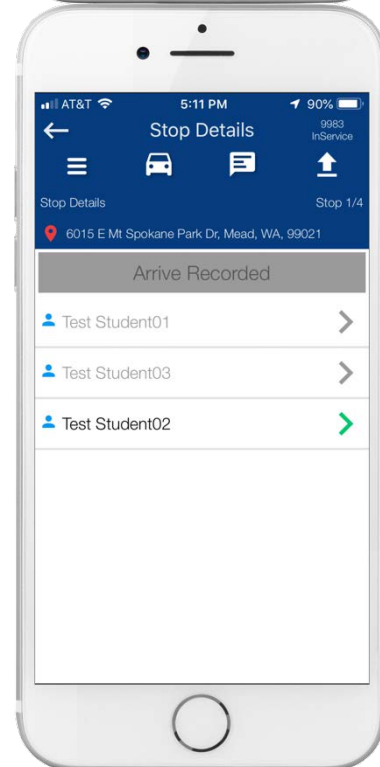
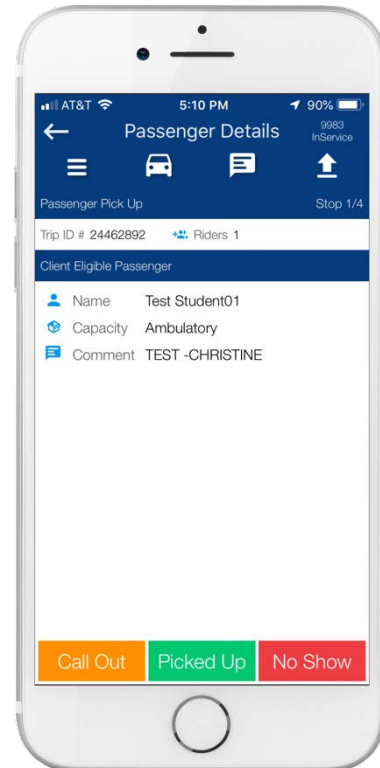




...and then the notify Dispatch again when they have picked up the student. There is also the function to communicate directly with Dispatch if a student doesn't appear to be home or there is another issue. Finally, if a student isn't there (or if a parent says the student isn't going to school today), the driver can notify Dispatch with the "No-Show" function.

The "No-Show" function has GPS and time safeguards built in to make certain the driver is at the correct pickup location at the right time before they can notify Dispatch that a student is a "no-show."

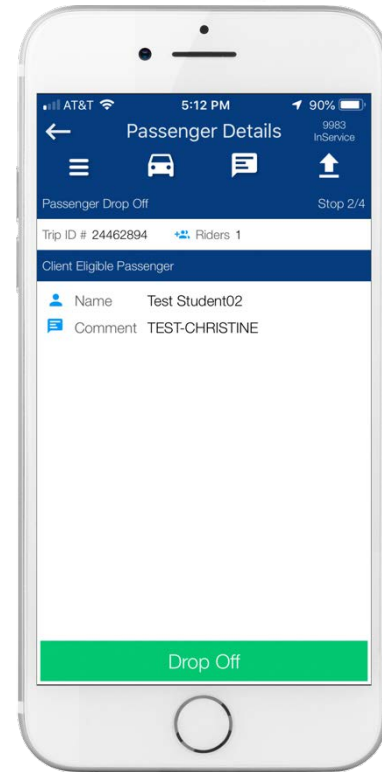
Using our in-house technology, vehicle runs are organized to combine student trips to minimize expense where possible. Often trips will have 2-3 students per driver.







When students arrive at their destinations, drivers notify Dispatch as they are each dropped off. We capture these times precisely so that school districts and parents can be confident that their children's location is monitored at all times during transportation.



Also through the ALC Schools app, real-time GPS trip tracking provides maximum visibility and accountability for added security measures. As part of the scheduling and dispatch system, the app also provides date and time stamps for all the events that transpire between the driver and dispatcher. Along with providing GPS coordinates, we are able to recreate trips, confirm events and verify data for any trip.

The dispatch communication system supports voice communications, GPS coordinates, and safely encrypted two-way data connectivity. This provides constant connectivity among subcontractors' drivers and dispatch, for efficient real-time execution via our automated, real-time dispatch; which leverages intelligent trip routing; capacity and availability planning; qualification automation; 100% GPS location and direction; on-the-fly dispatch optimization and redundant dispatch communication updates. This allows the dispatcher and team to monitor the exact location of every vehicle in real time for accurate scheduling of pick-ups and drop-offs.



ALC Schools' dispatch team can pinpoint the exact location of every student and vehicle in real time for accurate scheduling of pick-ups and drop-offs on an hour by hour basis, rather than a fixed manifest. This has proven to be extremely useful in mitigating late trips due to traffic, accidents, inclement weather, and late cancellations.

Once dispatched, the app will provide GPS tracking information to the dispatcher, and via the same device dispatch is also able to access events pertinent to the service of the trip such as when the vehicle arrives onsite, when the student boards, when the vehicle leaves the site, when it arrives at the destination and when the student is dropped-off. These benefits of the dispatch system allow ALC dispatchers real-time trip data and the opportunity to contact parents if/when their student will be arriving home later than usual.







## ALC Schools National Coverage Capabilities

On October 29<sup>th</sup>, 2018 ALC issued the following news release:

### **ALC Schools Student Transportation Division Marks Major Milestone with 300 School District Customers Now Up and Running Nationwide**

*ALC veteran executive Gregg Prettyman is appointed to lead the ALC Schools division*

**NATIONAL ASSOCIATION OF PUPIL TRANSPORTATION 2018 ANNUAL CONFERENCE – KANSAS CITY, Mo., October 29, 2018** – [ALC \(American Logistics Company\)](#) today announced several key developments related to the company's growing ALC Schools student transportation division. The announcement was made today at the 44<sup>th</sup> annual conference and trade show of the National Association of Pupil Transportation (NAPT) – the nation's premier school transportation conference.

The company is now managing student transportation programs for 300 school districts across the country. As well, the company has appointed Gregg Prettyman to the position of executive vice president of the ALC Schools division, following a reorganization that will allow ALC to put forward new and additional dedicated resources to technology development and customer service for school districts.

Prettyman – a 10-year ALC veteran and current member of the executive management team – alongside his team, has been instrumental in helping develop and optimize the ALC Schools alternative student transportation model. This team has worked diligently and effectively to direct ALC's response to start-ups and to scale alternative student transportation programs across the country.

"Our revamped ALC Schools division underscores our commitment to our valued individual school and school district customers," said Gregg Prettyman, executive vice president, ALC Schools. "We are very proud of our 99% customer retention rate. ALC Schools will continue to ensure and deliver the highest level of customer service and technology to serve the students we transport," he said.

With more than 20 years of experience, ALC is recognized as the leader in alternative student transportation solutions and route-optimization technology for school districts. ALC's Schools division has been and will continue to supplement districts' transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting ESE/special needs students, McKinney-Vento, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

"While many vendors are jumping into the alternative student transportation market, ALC has been the true pioneer and most trusted leader in the space," said ALC CEO Craig Puckett. "Our focus on school districts is a staple of ALC and we will continue to innovate. As the student transportation landscape evolves, we'll continue to lead in providing best-in-class technology and logistical solutions for safe, reliable, and high-quality student transportation for school districts across the country."



## ALC Contracts by State

The following is a list of the states ALC Schools is currently operating in:

1. Arizona: 24
2. California: 109
3. Colorado: 29
4. Florida: 11
5. Indiana: 2
6. Missouri: 14
7. North Carolina: 1
8. New Jersey: 3
9. New York: 2
10. Ohio: 4
11. Oregon: 9
12. Pennsylvania: 2
13. South Carolina: 2
14. Tennessee: 3
15. Texas: 56
16. Utah: 1
17. Virginia: 16
18. Washington: 41

ALC Schools is fully compliant with all state and local regulations in the 18 states in which we currently operate and we continue to pave the way for access in to new states as we work closely with the Department of Education in new markets.

ALC Schools has the ability to work in any state that allows for alternative student transportation.



## Insurance and Workers' Compensation

Over the past five years, ALC Schools' cumulative loss ratio is less than 5% of the aggregated premiums paid. Furthermore, we have had no work-related workers compensation losses during the past five years.

ALC Schools insurance limits not only meet the RFP requirements, in addition, we have the capability to exceed the policy limits for larger districts such as additional five million (\$5,000,000.00) for GL and Auto, Employers Liability for one million (\$1,000,000.00) and Cyber Liability for one million (\$1,000,000.00). ALC Schools insurance limits exceed industry standard for supplemental transportation.

Following this section, please find a copy of ALC Schools' standard Insurance Narrative.



September 24, 2018

### **American Logistics Company, LLC – Insurance Summary**

Woodruff Sawyer is the insurance broker for American Logistics Company, LLC (ALC). ALC's insurance program is secured with several of the world's largest insurance companies and is tailored to meet the contractual requirements of ALC customers. Coverages include, **but are not limited to:**

- Commercial Auto Liability: \$1,000,000 limit
- General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate
- Sexual Misconduct: \$3,000,000 limit
- Cyber Liability: \$1,000,000 limit

The insurance provides coverage for any trip while under dispatch by ALC. The ALC insurance program protects the customer, regardless of the status of the insurance carried by the subcontractor. ALC's customers are named as 'Additional Insureds' under the General Liability and Auto policies as required by written contract.

ALC is required to verify that the subcontractor (drivers and companies) maintain the following minimum limits for Auto Liability:

- \$100,000 per person
- \$300,000 per occurrence
- \$50,000 for property damage

In the event of an insured claim, ALC would initially look to the subcontractor's policy as evidenced by a certificate of insurance ALC maintains on file. Regardless of the status of the insurance of the subcontractor, ALC's customer is protected by the insurance provided by ALC's insurance program.

**Note:**

The insurance provided by the subcontractor is not in addition to the ALC master insurance program, but is primary in the event of an accident. The subcontractor's coverage will respond to a covered loss first with ALC's program paying the balance of the loss. If the insurance certificate provided by the subcontractor was invalid or the driver was using an unauthorized personal vehicle, the ALC policy would pay the entire claim.

Insurance Services  
Risk Management  
Employee Benefits

Woodruff-Sawyer & Co.  
844.972.6326

717 17th Street, Suite 1540  
Denver, CO 80202

CO License 78932  
AN ASSUREX GLOBAL & IBN PARTNER

[woodruff Sawyer.com](http://woodruff Sawyer.com)



## Safety Assurance

ALC Schools contracts with local transportation services providers who employ drivers for the purpose of transporting students. What matters most to us is the safety of the students. That's why any vehicle or driver providing service to the students has confirmed that they are fully qualified and have met the following criteria:

**Drivers:** ALC Schools confirms that drivers have complied with the following, as required by state law or your district:

- Valid driver's license appropriate for the vehicle being driven
- Valid registration and insurance required for the vehicle
- Ongoing DMV record review for an indication of safety and driving habits
- Criminal background check
- Must test negative on random alcohol/drug screening
- Completed detailed Contractor/Driver Information Form and in-person meeting and review
- TB testing
- Meets all school district requirements
- Meets other state specific requirements

**Vehicles:** ALC Schools confirms that vehicles comply with the following as required by state law or by your school district:

- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Meets all district safety, maintenance and cleanliness standards
- Meets other state specific requirements

*Additional requirements, as requested by districts, can be evaluated upon award.*

## Drug Free Workplace Policy & Testing Program

The ALC Schools and Resource Management, Inc., (RMI) revised Drug Free Workplace Policy & Testing Program effectively began August 17, 2009. This policy applies to all employees. If you have any questions about the policy statement or the testing program, please contact the RMI Human Resource Department.

### The Policy

RMI and ALC Schools are committed to a safe, productive, and drug-free work environment and to promoting the general health and well-being of all employees. This commitment is jeopardized when employees illegally use, manufacture, possess, distribute or sell drugs in the workplace. Therefore, in order to achieve the objectives of safety, productivity, health, and well-being in the workplace, the following policy has been established:



- a. It is a violation of policy for any employee to manufacture, possess, sell, trade or offer for sale illegal drugs and alcohol or otherwise engage in the illegal use of drugs and alcohol on the job.
- b. It is a violation of policy for anyone to report to work under the influence of alcohol or illegal drugs.
- c. It is a violation of policy for anyone to use prescription drugs illegally.
- d. It is a violation of policy for anyone to report to work if they are taking prescription drugs that, according to their physician or pharmacist, might affect their ability to perform their duties in a safe and effective manner.

## Definitions

*Alcohol* Ethyl alcohol or ethanol.

*Drugs* Any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopath Pharmacopoeia, or other drug compendia, or supplement to any compendia. This includes, but is not limited to, narcotics, hallucinogens, depressants, stimulants, other controlled substances or herbal supplements.

*Employee* Any person in the service of the Company for compensation of any kind.

*Positive Result* Any result above confirmation levels for drugs or, in relation to alcohol, above the legal limit for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) in the state of employment.

*Sample* Urine, blood, breath, saliva or hair, utilized for testing.

## Drug and Alcohol Testing Program

The policy dictates employees may be tested for the presence of drugs or alcohol in accordance with the provisions of this policy and as a condition of employment. The testing policy also applies to owners, officers and all management personnel who are co-employees of American Logistics Company and Resource Management, Inc.

**Post-Accident Testing:** Any employee who reports a work-related injury or disease which results in a medical bill must be tested for the presence of drugs and/or alcohol as soon as possible after the incident of injury or onset of disease. In addition, any employee causing an accident which results in an injury to someone else or substantial damage to or the loss of property shall also be tested. Drivers of "commercial motor vehicles" who receive a citation for a moving violation arising from a reportable accident shall be tested.

**Reasonable Suspicion Testing:** An employee may be required to submit to a drug test if the Companies have reasonable suspicion that the employee is impaired due to the influence of drugs and/or alcohol.

**Post-rehabilitation Testing:** For the first six months after successfully completing an approved substance abuse program, the employee will be subject to testing at the Company's discretion as a condition of continued employment.



Post-Offer / Pre-Employment Testing: All prospective employees will be tested post-offer / pre-employment.

### Notice

- a. The Companies will provide not less than 30 days' advance notice to each individual employee prior to the implementation of the testing program.
- b. Each employee will receive a copy of the Companies' drug testing policy and procedure prior to the date of implementation or at the time they are hired, whichever occurs first.
- c. Each employee must sign an acknowledgment that they have received a copy of the Companies' drug and alcohol policy and testing program and agree to comply with the provisions of the policy.
- d. A copy of the Companies' drug and alcohol policy and testing program will be made available to all prospective employees for their review at the time of application if so requested. Each prospective employee will be informed of the policy and their right to review the policy.

### Collection and Testing

- a. By law the Companies may designate the type of sample to be used in the testing program.
- b. All costs of collection, transportation and analysis are to be paid by the Companies.
- c. Prior to testing, employees will be required to provide picture identification.
- d. Collection of the sample will be done during or immediately after regular work hours for all current employees and shall be counted as work time for purposes of compensation and benefits. The sample shall be taken in a reasonable and sanitary location with due regard for the privacy of the individual and in such a manner as to preclude the probability of erroneous identification, substitution or other interference with the collection, transportation and testing of the sample.
- e. Transportation of the sample to the testing facility will be accomplished in a manner such as to prevent the contamination or adulteration of the sample.
- f. Testing of the sample will be done by scientifically accepted analytical methods. "Positive" tests will be confirmed or verified by gas chromatography-mass spectroscopy or other comparable and reliable methods.
- g. In the event of a positive test the employee shall have opportunity to present to the Medical Review Officer (MRO) any information which may be relevant to the test, including the identification of recent or currently used prescription or over-the-counter medications.
- h. To obtain accurate and reliable test results, the urine sample may not be diluted by the ingestion of excess fluids (hereinafter referred to as an "Excess Fluids Sample") before the sample is provided. If a urine sample is determined, after appropriate testing, to be an Excess Fluids Sample, the employee or prospective employee will be required to provide another urine sample. In the event the second sample is also determined, after appropriate testing, to be an Excess Fluids Sample, the prospective employee will be refused employment and the employee will be subject to disciplinary action as defined in Section 6.
- i. When a sample that is deemed by the collector at the time of collection to be temperature out of range or to have been adulterated, the individual must provide a second specimen. If he/she





refuses to provide a second specimen or if the collector deems the second specimen to also be temperature out of range or adulterated, the prospective employee will not be hired and the current employee will be subject to corrective action as defined in section 6.

### Discipline and Corrective Action

Upon receipt of a verified or confirmed positive drug or alcohol test result which indicates a violation of this policy, or upon the refusal of a current employee to provide a test sample, the Companies will use the test result or refusal as the basis for disciplinary and/or corrective action which includes the following:

- a. Refusal of employment for prospective employees.
- b. Termination of employment.
- c. Other disciplinary measures in conformance with the Companies' usual procedures, including any Company approved rehabilitation, treatment or counseling program, suspension and any collective bargaining agreement. 13

### Confidentiality

It is the Companies' policy and legal obligation to assure the confidentiality of all information, interviews, reports, statements, memoranda and test results which are developed, received or generated as a consequence of the implementation of this policy and testing program. Use of any information generated as a result of this policy will be restricted to the lawful pursuit and achievement of those purposes and objectives defined in the Companies' policy statement.

### Reporting

ALC Schools offers a variety of reports with regards to:

- On-time-arrival
- Accident ratios
- Student No-Shows and cancellations
- Riders by route
- Daily trip record by route
- Monthly service summary

Following this section, please see sample invoicing and district confidential reporting.

### Incident Reports

ALC Schools will provide a report to the district whenever an accident or incident occurs that involves equipment, personnel or pupils being transported.

The following is an example of possible operating procedures in the event of an accident or emergency. We will work closely with the district to establish an official district/ALC Schools policy.





### The Driver is encouraged to:

- Remain calm
- Assess the situation
- If the passenger requires medical assistance:
- Call 911 and request medical assistance immediately.
- Do not move the passenger unless they are in immediate danger of additional injury due to their location.
- Contact ALC Dispatch to inform them of the details on the situation.
- Obtain license plate number of other vehicle(s) involved in the accident.
- Exchange driver license, insurance and registration information with other driver(s).
- Not discuss the accident with anyone except law enforcement officials and/or authorized company investigators.
- Only discuss the facts of the accident and do not admit to any fault or liability.
- Identify any witnesses who may have seen the accident occur and get their contact information and any statement.
- Obtain any needed medical attention.
- Follow the instructions of their drug testing consortium.
- Request a claim number from their insurance company and transmit that to ALC Dispatch within 24 hours.
- Have damage repaired and then inspected by ALC Operations before vehicle can be returned active status.

### ALC Schools Dispatch Will:

- Inform ALC Schools Operations of the situation.
- Inform the district of the accident immediately. Send the Accident Incident Notification Form if a form is required by the district for immediate notification.
- Dispatch rescue vehicle if passenger is uninjured and desires to continue with transportation to the drop off location.
- Create a Customer Service case.
- Send the district a full report of the accident if client requires such a report.

### If driver at fault:

- Remove driver from eligible status pending a negative drug and alcohol test results, insurance claim number and new vehicle inspection.
- Replace driver as needed.

### If driver not at fault:

- Transmit insurance claim number to the district.

### ALC Schools Field Operations Will:

- Interview the driver regarding the accident to ensure that a full and complete Incident Accident Report is completed by the driver.



- Remind driver to contact their drug and alcohol testing consortium for proper drug and alcohol testing instructions.
- Re-Inspect vehicle following repair and prior to authorizing it to return to active status.

## On-Time Performance

All routes are based on bell times provided by the district. On-time performance is measured by our ability to drop-off and pick-up students in relation to the schools stated bell times. If a student is dropped-off before the bell time, they are considered on-time. If a student arrives at school at a time that is too early to be dropped-off, the driver waits with the student until they can be safely dropped-off. Drivers are requested to arrive up to 5 minutes prior to the release bell time for the return trip home. Based on this policy, our on-time percentage is 95%.



# Value Add



## ALC Schools' Outreach Program

In addition to ALC Schools unique approach to alternative transportation, we also work with each district to conduct a rigorous outreach and education program to both district staff and parent/guardians prior to transporting the district's students.

### Kickoff Calls

ALC Schools' dedicated team members such as our Routing, Dispatch, Field Operations and Client Relations personnel coordinate a kick-off call for each new client to review expectations, Q&A, our transition plan, and client requirements.

### Parent/Guardian Outreach

ALC Schools understands that any change is difficult for parents/guardians and students. That's why we go out of our way to ensure that parents have been alerted to the fact that ALC Schools will be assisting the district with their transportation program and that their student(s) will be transported in a non-bus vehicle. We're able to accomplish this education process through several different methods. Those methods and examples have been outlined below:

#### [Letter from the District introducing ALC Schools' services](#)

ALC Schools provides the district with a customized letter they can put on their letterhead, notifying parents/guardians of the changes in transportation services.

#### [Letter from ALC Schools introducing ourselves](#)

Upon the district's request, ALC Schools will send a letter to all parents/guardians introducing ourselves and our services.

#### [Parent/Guardian Meeting](#)

Prior to students being picked-up for the first time, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs. These parent/guardian meetings allow us to cultivate relationships with students and their families. Also, ALC Schools has developed a **Student Transportation Guide** (enclosed), which provides an overview of what parents/guardians can expect from us.

#### [Student Transportation Guide](#)

Our Student Transportation Guide has been developed to help parents/guardians understand more about their student's transportation. These are available in both English and Spanish language and can be sent directly to parents, as directed by the District.

#### [Custom Contact Information Cards](#)

Each school district we work with receives a custom email address and toll-free number for parents to call with questions, concerns, or other feedback. Under the District's direction, ALC Schools provides printed cards with the contact information to be given to parents/guardians, district officials, and others as directed. Each card also includes brief instructions on the back.



**ALC CONTACT INFORMATION**

Phone: 855.555.5555  
Ext. 1 - Customer Service  
Ext. 2 - ALC Dispatch  
Email: DistrictName@ALCSchools.com

**DISTRICT CONTACT INFORMATION**

Phone: 866.555.1234

**HOW DO I...**

■ **Make a Route Change or Adjustment**

Contact the **District** to make a route change or a lasting adjustment to the pick-up or drop-off location/time of your child.

■ **Cancel a Trip or Obtain Trip Status**

Contact **ALC Dispatch** (Ext. 2) if you have questions regarding the status of your child's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.



■ **Contact Customer Service**

By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have or address any of your concerns. You're always welcome to contact the district as well.

**Note:** Drivers are not authorized to make any route or service changes.

## Customer Survey

After the first two weeks of service, ALC Schools reaches out to the families of the students we are transporting to get their feedback and suggestions on how ALC Schools is doing. We follow-up again at the end of each semester to make sure we have an accurate assessment of how we are performing.

<p>Dear Parent/Guardian,</p> <p>As the school year comes to a close, we wanted to express our gratitude to you for allowing ALC to assist [ ] in transporting your student(s) this past year.</p> <p>We value your opinion and would appreciate you taking a moment to provide us with any feedback (positive or negative) you may have from your experience with ALC's transportation model this past year.</p> <p>Please email us at: <a href="mailto:ALC@ALCSchools.com">ALC@ALCSchools.com</a></p> <p>Thank you,</p> <p>The ALC Team</p> 	<p>Estimado Padre/Tutor</p> <p>Ya que el año escolar llega a su fin, queremos agradecerles por permitir a ALC en apoyar a [ ] en transportar a sus estudiantes este año pasado.</p> <p>Valoramos su opinión y apreciaríamos que se tomara un minuto de su tiempo para darnos sus recomendaciones (positivas o negativas) basadas en su experiencia con el modelo de transportación de ALC este último año.</p> <p>Por favor contáctenos a: <a href="mailto:ALC@ALCSchools.com">ALC@ALCSchools.com</a></p> <p>Gracias,</p> <p>El Equipo de ALC</p> 
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All responses received (positive or otherwise), are shared with the district. ALC is committed to customer satisfaction at all levels.

Date

Name

Street Address

City, CA, ZIP

Dear Parents,

As the **Contact's Title**, I wanted to make you aware of some changes to your child's transportation to and from school. Beginning on **Date**, the transportation for your child will be coordinated through ALC. **School District** has qualified ALC as a high-quality transportation provider, and we are thrilled to be able to offer this service for your student.

ALC has been coordinating student transportation for over a decade, working with school districts all over the country. They are the only pupil transportation management company to be designated as a "Recommended Service" by the National Association for Pupil Transportation (NAPT). Their approach to student transportation is personalized and professional.

The biggest change for you and your child, is that they will now be transported in vans (wheelchair accessible if needed) instead of a school bus. This type of service provides a high level of safety and service, as well as:

- **Consistency:** It's important to your child and it's important to us. ALC strives to ensure that your child rides with the same driver every day. This helps them to enjoy more stability, familiarity, security and trust.
- **Introduction Meeting:** An ALC representative, along with your child's driver, will be visiting with you prior to your child being transported. The purpose of this meeting is to help your child become acquainted with their new driver, as well as confirm your child's transportation needs.
- **Matched Vehicle:** Each child is matched to the right type of vehicle. This ensures that those with special needs, physical or otherwise, are comfortably transported to and from school each day in a vehicle that meets their needs.
- **Driver Standards:** ALC confirms that drivers have passed an extensive background check, that they participate in a drug and alcohol program, that all licensing and insurance information is up to date, and that all other state and district requirements are met.

**District** is looking forward to working with ALC to provide excellent transportation for your child. ALC will be contacting you directly, prior to the start date mentioned above, to learn more about you and your child's needs.

If you have any questions, please contact **Name** in **District's** transportation office at **Phone**.

Sincerely,

Name

Title



Month, year

Dear Parents of **School District Name** Students,

You may have heard from your school district that they're making some changes to their transportation program. These changes include working with ALC to help coordinate transportation for your student. As the president of ALC, I'd like to take a moment to introduce you to our company, and let you know that we are grateful for the opportunity to work with you and your family.

At ALC, we focus on students with unique transportation needs. It's not just what we do, it's what we love to do. Our goal is to deliver safe, reliable and high quality transportation for your student. We believe that this helps to prepare them to do well both in the classroom and at home.

We understand you may have some questions, and we want to make sure that you feel comfortable with our company before your student's transportation begins. **That's why, in the coming weeks, a representative of ALC will be contacting you to arrange a time to meet with you and your student, to provide you with an overview of what you can expect from ALC.**

In closing, I want to assure you that while ALC coordinates safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. We look forward to working with you to fulfill your student's transportation needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Puckett', written in a cursive style.

Craig Puckett  
President, ALC





STUDENT TRANSPORTATION SOLUTIONS



# An Introduction to ALC

## Student Transportation Guide



Hello,

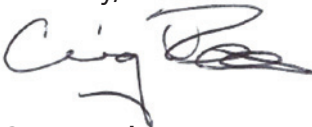
You may have heard from your school district that they're making some changes to their transportation program. These changes include working with ALC to help coordinate transportation for your student. As the president of ALC, I'd like to take a moment to introduce you to our company, and let you know that we are grateful for the opportunity to work with you and your family.

At ALC, we focus on students with unique transportation needs. It's not just what we do, it's what we love to do. Our goal is to deliver safe, reliable and high quality transportation for your student. We believe that this helps to prepare them to do well both in the classroom and at home.

We understand that you may have some questions, and we want to make sure that you feel comfortable with our company before your student's transportation begins. That's why we've developed this guide, which offers you an overview of what you can expect from ALC. Should you have any additional questions or concerns, the ALC team is here to help, and we want to hear from you!

In closing, I want to assure you that while ALC coordinates safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. We look forward to working with you to fulfill your student's transportation needs.

Sincerely,



**Craig Puckett**  
President, ALC



# Who is ALC?

ALC is a national transportation solutions company focused on students with special transportation needs. Because we specialize in working with families who have children with special transportation needs, we are able to offer a level of personalized service found nowhere else. For us, no student and no circumstance is too difficult to address.



ALC uses a combination of mini-vans, SUVs and sedans to supplement the district's existing transportation program. This provides them with the flexibility they need to be responsive to the specific transportation needs of their students and families.

As the only pupil transportation solutions company to be designated as a "Recommended Service" by the National Association of Pupil Transportation (NAPT), ALC is in a league of its own, and represents a better, proven approach to student transportation solutions.





## What Can I Expect From ALC?

We understand how stressful the first day of school can be for children and their families. We have found that familiarizing them with what they can expect on that first day is comforting and helps eliminate some of this anxiety.

That's why prior to your student being picked up for the first time, you will have the opportunity to meet with a representative from ALC to discuss all aspects of your student's transportation needs. We've also prepared this guide to help answer some of the questions you may have.

## Why Do Families Love Us?

When it comes to fulfilling your student's special transportation needs, "one size does not fit all." We understand that each child has unique needs that must be accommodated. That is why ALC matches the student's needs to the appropriate vehicle. This higher level of care promotes a stable, comfortable environment for your student.

For example, we realize that knowing your student's preference to sit on the right-side of the vehicle, and to be accompanied by a favorite stuffed animal, is just as important as understanding their physical requirements.

# Who Will Be Driving Your Student?

When it comes to serving children with special transportation needs, not just anyone will do. That's why we take great care to confirm that anyone driving your student is fully qualified and capable of addressing your student's unique challenges; and is compassionate and respectful of the children and families we serve.

Consistency – it's important to your student and it's important to us. That's why we strive to ensure that your student rides with the same driver every day. As a result, your student enjoys more stability, familiarity, security and trust.

## Driven by Compassion

Because we not only match the vehicle, but also the driver with the individual needs of the student, drivers view their role as having made a commitment to serving "their" students each and every day.

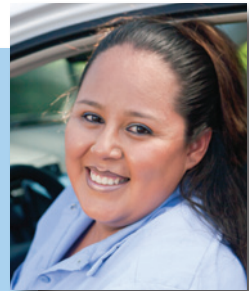
On the following page, we've featured profiles of a few drivers to provide you with a better understanding of the overall caliber and commitment of the people who will be working with your family.

To learn about your driver's qualifications, see page 8.



*"As a mom, I know how hard parents struggle, and I will do whatever it takes to make the student's ride to school happy and pleasant as possible."*

**– Elizabeth Moreno**



*"What I enjoy most about being a driver is providing transportation services to students with special needs. The students and families we service face many struggles each day, and my goal is to make sure that transportation is not one of them. Based on the smiles and laughs from the students, as well as the appreciation shown by their families, I know that I have succeeded in achieving that goal."*

**– Marco Cardoso**

# What Type of Vehicle Will Your Student Be Riding In?

Once we have taken the time to get to know your student's individual needs, and after we have consulted with the school district, we will coordinate the appropriate vehicle for your student. There are several factors that are used to determine the right vehicle for your student.

Seating arrangements, wheelchair accessibility, additional equipment needs, and the possible need for a nurse/aide, are all considered in identifying a vehicle for your student.







Your student may be transported in one of the following vehicle types:



SUV



Wheel Chair Accessible Van



Mini-Van



Sedan

## How Will Vehicles & Drivers Be Identified?

The vehicles transporting your student will be identified with a placard on the dashboard. Each driver will have a photo ID badge stating that they are a subcontracted transportation provider for your district.

# Your Service Assurance

## Drivers

ALC cares about the safety of your student. That's why we confirm that any driver providing service has complied with the following, as required by state law or your district:







## Vehicles

ALC confirms that vehicles used to transport students comply with the following, as required by state law or by your district:



- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Meets all standards as required by the school district including:
  - Vehicles are safe
  - Vehicles are well maintained
  - Vehicles are clean
- Meets other state specific requirements



# What Else Do You Need to Know?

Before the first day of service, you will be provided with the following information:

- **Pick-up time**
- **Drop-off time**
- **Route information**
- **Vehicle information**
- **Driver information**
- **Custom ALC contact information**





## What Are Districts Saying About ALC?

*“Since we started working with ALC, the process has gone very smoothly. We especially appreciate the fact that our schedulers are in constant contact with their dispatch team to ensure that every route for the next day is set up correctly. They also offer excellent turnaround on requests, and the customer services has always been outstanding.”*

**David Anderson, Director of Transportation**  
*Adams 12 Five-Star Schools, CO*

*“We are thrilled to have expanded our relationship with ALC. Their professionalism and flexibility, combined with the low cost of service, has been a welcomed change for us.”*

**Cynthia Mendez, Senior Manager, Transportation**  
*Orange County Public Schools, FL*

*“Over the course of our partnership, we’ve come to appreciate both the level of professionalism and the lengths at which ALC will go to ensure that our students and their families are comfortable with their driver, and the way in which they are being transported to and from school. Of the vendors we work with, ALC is one of the very best, and we appreciate and value our partnership.”*

**Jeff Miles, Transportation Manager**  
*Lake Washington School District, Redmond, WA*

# How Do You...?



## ...Make a Route Change or Adjustment?

Contact the **district** to make a route change or a permanent adjustment to the pick-up or drop-off location/time of your student.

## ...Contact ALC Customer Service?

By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have, or address any of your concerns. You're always welcome to contact the school district as well.

## ...Cancel a Trip or Obtain Trip Status?

Contact **ALC dispatch** at Ext. 2 if you have questions regarding the status of your student's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.

Included with this guide is a card with contact information for ALC and the district. The phone number and email address for ALC is unique to your district, and puts you in touch with an ALC team member who is intimately familiar with your school district's needs and requirements.

**Note:** Regulations prohibit drivers from making any service or route changes.



STUDENT TRANSPORTATION SOLUTIONS

[www.ALCschools.com](http://www.ALCschools.com)

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## My Ride Manager (MRM)

ALC's My Ride Manager is a proprietary SaaS based technology platform enabling school districts to track student transportation in real-time, manage scheduling and provide insight to driver/vehicle information. This powerful platform removes the guess work as the dynamic of your transportation needs change. MRM provides a clear lens of what is scheduled, so you can cancel, activate or change your routes as needed, with the intelligence of driver credentials, vehicle information and student profile for added safety. The platform is customized to your district's brand, updated real-time and supported by a dedicated staff.



The graphic features a background image of a child's hand being held by an adult's hand. In the top left corner, the ALC logo is displayed with the text "STUDENT TRANSPORTATION SOLUTIONS" below it. The main title "My Ride Manager" is prominently displayed in the center. At the bottom left, there are four icons representing different types of vehicles: a minivan, a van, a sedan, and a truck. Below these icons, the text reads "THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION". A solid blue vertical bar is positioned on the right side of the graphic.



# TECHNOLOGY FOCUSED ON ACCOUNTABILITY AND SAFETY



## We stay on top of our industry

With more than 20 years of experience, ALC is recognized as the leader in alternative student transportation solutions and route-optimization technology for school districts. ALC's Schools division has been and will continue to supplement districts' transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting ESE/special needs students, McKinney-Vento, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

# 300+

Districts Deep





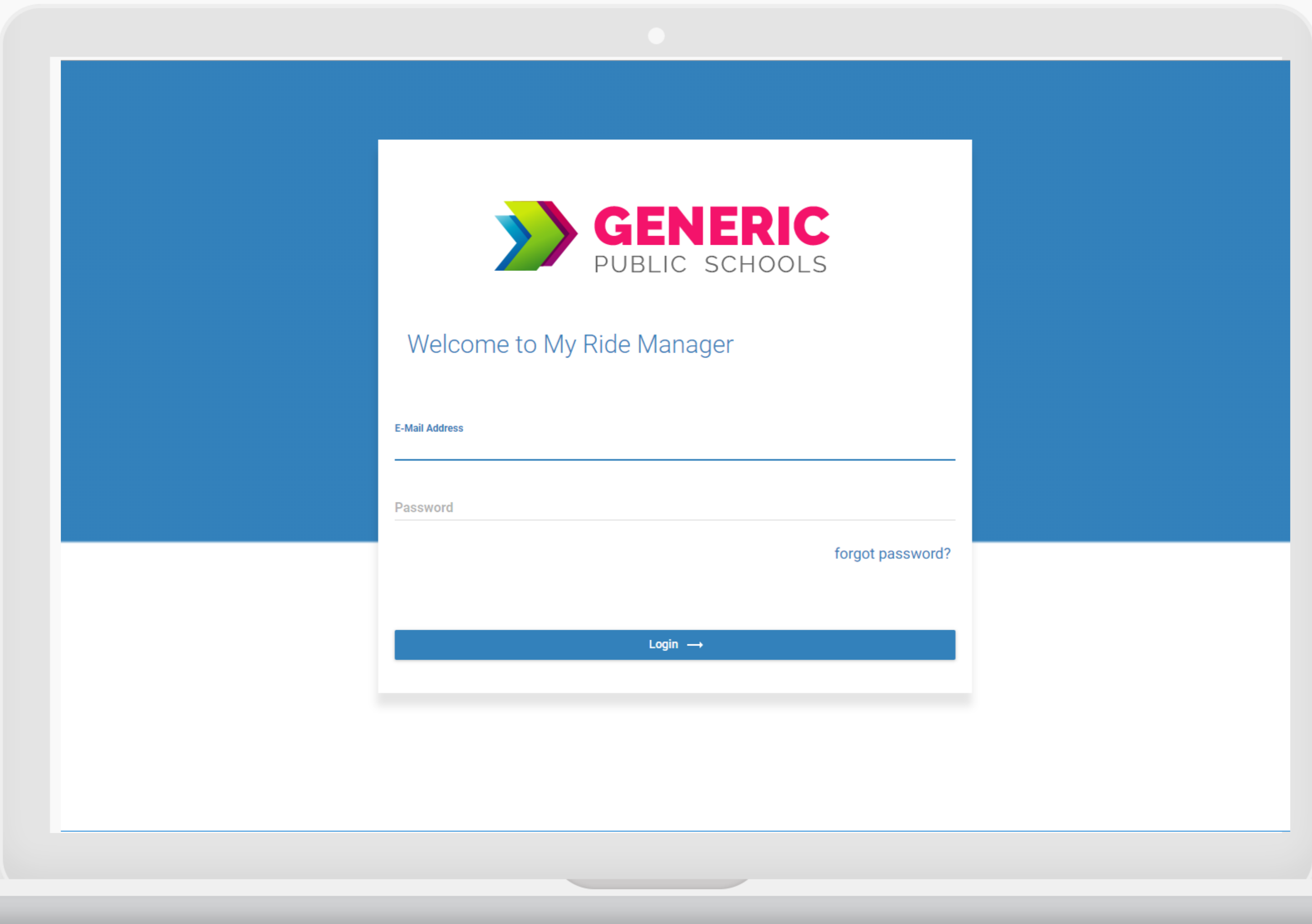


## MRM Benefits for Schools Districts

---

- **Unified platform (ALC & Lyft)**
- **Student profile**
- **Trip management**
  - **Track, rate, cancel, activate will-call**
- **Real-time trip tracking**
  - **ETA, map, driver & vehicle information**
- **White labeled and branded for your district**
- **Localization support**
- **Real-time updates**





# MRM Platform –

Totally customizable user interface  
to be branded to your brand.

## Find Member

Search by full member ID, or all fields must have entries.

First Name

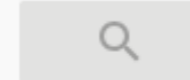
Enter the FIRST few characters or the full name.

Last Name

Enter the FIRST few characters or the full name.

Member ID

Enter the LAST few characters or the full ID.



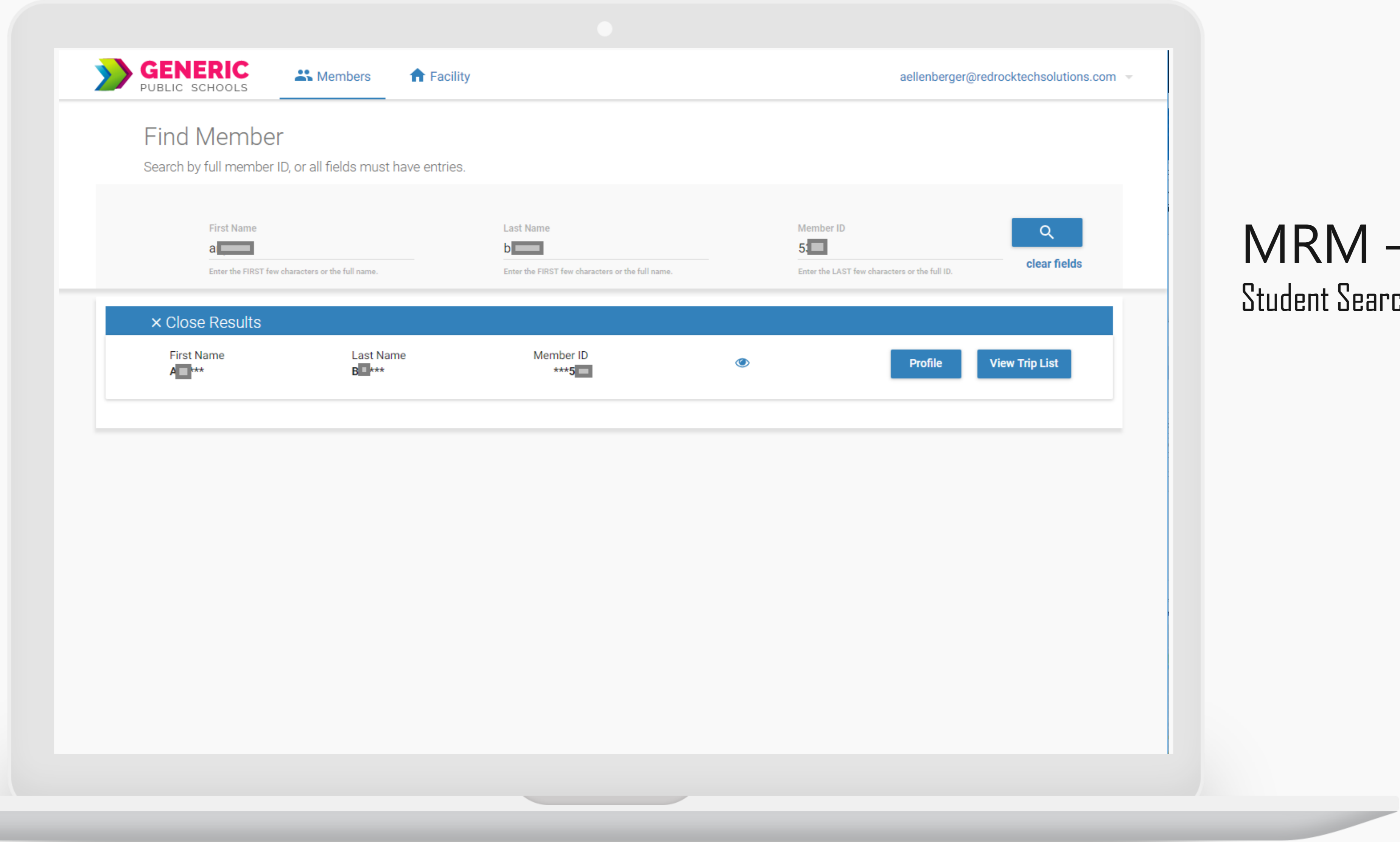
clear fields

Welcome to My Ride Manager



Search for a member above. Results will be displayed here.

# MRM – Student Search



## Find Member

Search by full member ID, or all fields must have entries.

First Name  
a   
Enter the FIRST few characters or the full name.

Last Name  
b   
Enter the FIRST few characters or the full name.

Member ID  
5   
Enter the LAST few characters or the full ID.


First Name A <input type="text"/>	Last Name B <input type="text"/>	Member ID ***5 <input type="text"/>	<input type="button" value="Profile"/>	<input type="button" value="View Trip List"/>
--------------------------------------	-------------------------------------	----------------------------------------	----------------------------------------	-----------------------------------------------

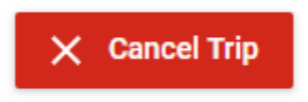
# MRM – Student Search Results



[← Back to Member Search](#)


An  Br   
[View Profile](#)

[Today \(1\)](#) [Future \(6\)](#) [No Show \(0\)](#) [Completed \(3\)](#)

 [Scheduled Today](#)



 700 North Cedar Road  
Jenkintown, Pennsylvania 19046  
   
Philadelphia, Pennsylvania 19142

 Scheduled - 11/27/2018 03:15 pm

Service Level  
**Curb to Curb**


Trip Number: 23137616

# MRM – Student Trip (Today)




[← Back to Member Search](#)

An  Br   
[View Profile](#)

[Today \(1\)](#) [Future \(6\)](#) [No Show \(0\)](#) [Completed \(3\)](#)

 [Scheduled Today](#) [Cancel Trip](#)

---


 700 North Cedar Road Jenkintown, Pennsylvania 19046	 Scheduled - 11/27/2018 03:15 pm	<small>Service Level</small> <b>Curb to Curb</b>
 <input type="text"/> Philadelphia, Pennsylvania 19142	Trip Number: 23137616	


# MRM – Student Trip (Today)


[← Back to Member Search](#)

An  Br   
[View Profile](#)


Today (1) Future (6) No Show (0) Completed (3)


-  **Scheduled 11/28/2018** [Cancel Trip](#)


   
Philadelphia, Pennsylvania 19142


 Scheduled - 11/28/2018 07:01 am

**Service Level**  
**Curb to Curb**


 700 North Cedar Road  
Jenkintown, Pennsylvania 19046


Trip Number: 23160116
-  **Scheduled 11/28/2018** [Cancel Trip](#)


 700 North Cedar Road  
Jenkintown, Pennsylvania 19046


 Scheduled - 11/28/2018 03:15 pm

**Service Level**  
**Curb to Curb**

   
Philadelphia, Pennsylvania 19142

Trip Number: 23160119
-  **Scheduled 11/29/2018** [Cancel Trip](#)



 Scheduled - 11/29/2018 07:01 am

**Service Level**  
**Curb to Curb**

MRM –  
Future Trips

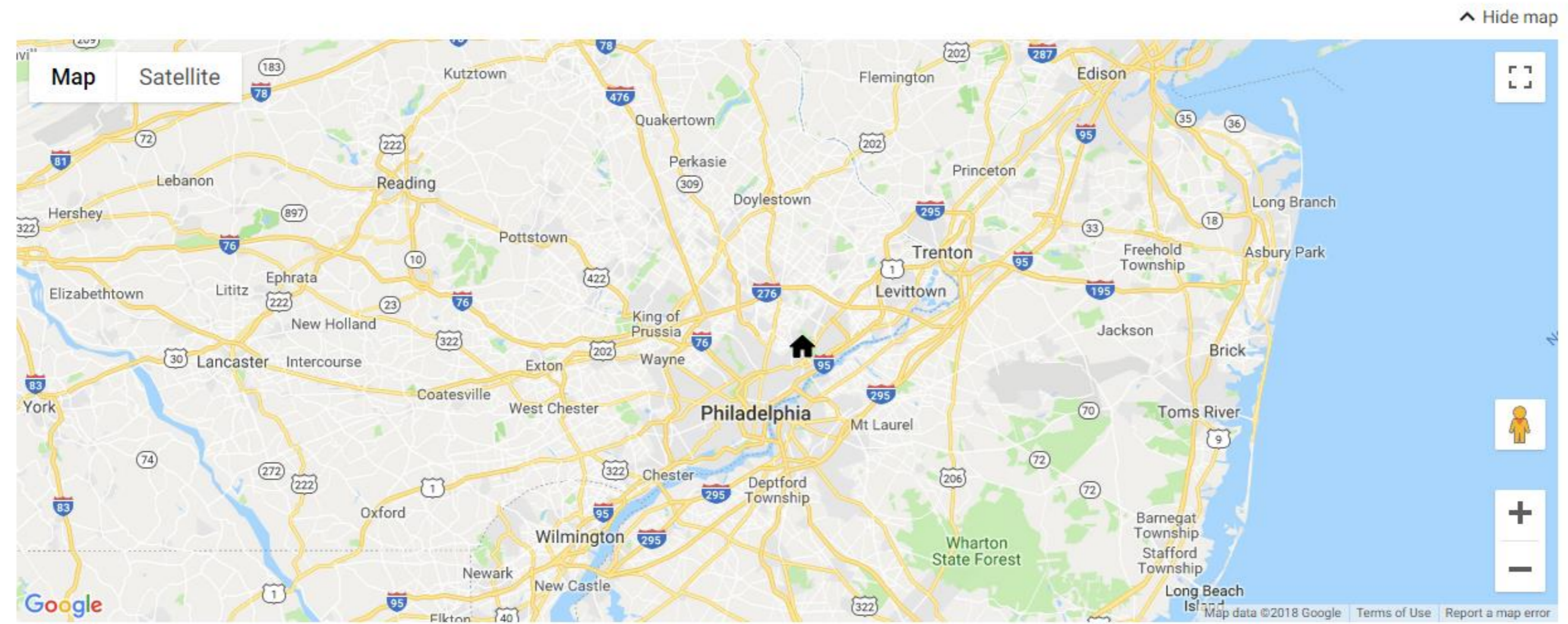
The screenshot shows a web application interface for finding facilities. At the top left is the logo for 'GENERIC PUBLIC SCHOOLS' with a green and blue arrow icon. To the right of the logo are two navigation tabs: 'Members' with a person icon and 'Facility' with a house icon. Further right is the email address 'aellenberger@redrocktechsolutions.com' with a dropdown arrow. Below the navigation is the heading 'Find Facility' and the instruction 'Search by Name or Address'. A search input field contains the text 'pa mile'. Below the input field, a search result is displayed in a white box with a blue border. The result text is 'PA MILESTONE ACADEMY' followed by the address '700 North Cedar Road, Jenkintown, Pennsylvania 19046'.

# MRM – Facility Search



**PA MILESTONE ACADEMY**  
700 North Cedar Road, Jenkintown, Pennsylvania 19046  
(215) 663-1160

Search for a Facility



Current (0) Future (9) Completed (8)

👁️	Tia*** Com*** ***066	👤	☰
🕒	Completed 11/26/2018	Service Level	Curb to Curb

MRM –  
Facility Results with Google Maps  
Integration



### PA MILESTONE ACADEMY

700 North Cedar Road, Jenkintown, Pennsylvania 19046  
(215) 663-1160

Search for a Facility

Show map

Current (0) Future (9) Completed (8)

Tia\*\*\* Com\*\*\* \*\*\*066

**Completed 11/26/2018**

**Pickup**  
PA MILESTONE ACADEMY

**Dropoff**  
Philadelphia, Pennsylvania 19143

Scheduled - 11/26/2018 03:15 pm EST  
On Site - 11/26/2018 03:02 pm EST  
Picked Up - 11/26/2018 03:10 pm EST

Dropped Off - 11/26/2018 04:07 pm EST

Service Level  
**Curb to Curb**

Driver Name  
**YARED**

Vehicle  
**TOYOTA COROLLA**

Color  
**SILVER**

License Plate  
**JRV7651**

Trip Number: 23117687

Che\*\*\* Hin\*\*\* \*\*\*785

**Completed 11/26/2018**

**Pickup**  
PA MILESTONE ACADEMY

Scheduled - 11/26/2018 03:15 pm EST  
On Site - 11/26/2018 03:02 pm EST  
Picked Up - 11/26/2018 03:10 pm EST

Service Level  
**Curb to Curb**

Driver Name  
**YARED**

# MRM – Facility Results (Completed)

### PA MILESTONE ACADEMY

700 North Cedar Road, Jenkintown, Pennsylvania 19046  
(215) 663-1160

Search for a Facility

Show map

Current (0) Future (14) Completed (9)

Any\*\*\* Bro\*\*\* \*\*\*535

Cancel Trip

Scheduled 3:15 PM EST

Service Level  
Curb to Curb

Pickup  
PA MILESTONE ACADEMY

Scheduled - 11/27/2018 03:15 pm EST

Dropoff  
Philadelphia, Pennsylvania 19142

Trip Number: 23137616

Tia\*\*\* Com\*\*\* \*\*\*066

Cancel Trip

Scheduled 3:15 PM EST

Service Level  
Curb to Curb

Pickup  
PA MILESTONE ACADEMY

Scheduled - 11/27/2018 03:15 pm EST

# MRM – Facility Results (Future)

**PHIL WILLIAM H. HUNTER ES**  
2400 North Front Street, Philadelphia, Pennsylvania 19133  
(215) 291-4710

Search for a Facility

Show map

Current (0) Future (5) Completed (5)

Amj\*\*\* Can\*\*\* \*\*\*561

**No Show 11/26/2018**

**Pickup**  
PHIL WILLIAM H. HUNTER ES

**Dropoff**  
Philadelphia, Pennsylvania 19140

Scheduled - 11/26/2018 03:09 pm EST  
On Site - 11/26/2018 03:11 pm EST  
No Show - 11/26/2018 03:25 pm EST

Service Level  
**Wheelchair - Curb to Curb**  
Driver Name  
**SAMSON**  
Vehicle  
**HONDA ACCORD**  
Color  
**SILVER**  
License Plate  
**KCJ3949**

Trip Number: 23117786

Mar\*\*\* Pla\*\*\* \*\*\*651

**Completed 11/26/2018**

**Pickup**  
PHIL WILLIAM H. HUNTER ES

Scheduled - 11/26/2018 03:09 pm EST  
On Site - 11/26/2018 03:11 pm EST  
Picked Up - 11/26/2018 03:12 pm EST

Service Level  
**undefined - Curb to Curb**  
Driver Name  
**SAMSON**

**MRM –  
Facility Results (No  
Show)**



## Case Studies

### Denver Public Schools Strike

In the midst of a teachers' strike, tensions can run high. In these scenarios, ALC Schools coordinated student transportation model can provide the agility and responsiveness to ensure necessary adjustments and accommodations are made for smooth operations and continuity.

When the Denver Public Schools District (DPS) was advised that a teacher's strike was imminent, the ALC Schools team worked closely with DPS to develop a plan of action.

ALC Schools first identified all DPS routes which would be specifically impacted during a strike. The 120 impacted campuses were to be staffed by substitute teachers, so the plan was to have ALC Schools "boots on the ground" at impacted campuses to assist (substitute teacher) staff as students were dropped off on campus. With the school district's approval of the plan, the ALC Schools team started up operations on the first day of the strike – with personnel in the office at 5am in the morning – ready for action. Recognizing that some campuses may not have any substitute staff show up, the ALC Schools Field Operations team worked closely with the DPS team to redirect students to sister campuses they were able to confirm were open and operational. ALC Schools' Denver Field Operations team notified the driver fleet to be aware of the scenario.

To date, student transportation for DPS has moved forward with zero disruption due to strike activities.

### Hurricane Harvey

In December 2017, ALC successfully completed the routing and transportation of more than 650 school children affected by Hurricane Harvey across the Houston, Texas-area.

ALC was charged with the logistics of working with the Houston Independent School District, the Katy Independent School District, and other districts in the area to route and schedule school transportation for those children impacted by the hurricane. Since ALC had a contract in place with National IPA, the transportation management company was able to start immediately.

The task at hand was challenging due to unique and complex logistics scenarios. The Houston-area school districts cover a broad geographic area, where the farthest distance north to south can be 90 - minutes in transit. Following Hurricane Harvey, the Houston-area suffered a loss of both school buses and school bus drivers. Sourcing and vetting fully credentialed drivers was a sizeable task, as was the process of informing parents of the new transportation arrangements. Due to the fluidity of many families' circumstances, oftentimes by the time transportation was assigned, families had again relocated due to temporary lodging constraints. In addition, some students had to attend new schools due to their schools being shut down. Many of the children being transported were special needs students.

### *ALC Houston Hurricane Harvey Support by the Numbers*



Throughout the 2017-2018 school year, ALC supported initial requests to transport 151 unique student passengers, with multiple students riding in the morning or afternoon only.

- Throughout the school year, ALC supported transportation requests to and from 77 different schools of attendance, including 40 schools with only one student in attendance.
  - This equates to 52% of the schools with only one student in attendance.
- From October 2017 to April 2018, ALC accommodated more than 900 transportation requests to either add/drop students, change pickup location, etc.

Until the end of the school year, ALC continued to transport 400-plus students, under the Hurricane Harvey Transportation Relief Program.

## ALC's Disaster Recovery & Business Continuity Plan

Our IT staff has been specially trained and has safeguards in place to ensure information system uptime, data integrity and availability, and business continuity in the event of a disaster.

Below is our process-level plans for ensuring business continuity and protecting critical technology platforms and the telecommunications infrastructure. In the event of an actual emergency situation, modifications may be made to ensure physical safety of our people, our systems, and our data.

### Information Technology Statement of Intent

This document delineates our strategies and procedures for technology disaster continuity, as well as our plans for recovering critical technology platforms and communications infrastructure. In the event of an actual emergency situation, modifications to this document may be made to ensure physical safety of our people, our systems, our data, and our customer's data.

Resilience is the ability to provide and maintain an acceptable level of service in the face of faults and challenges to normal operation. We design resilience into all aspects of our Information Technology.

### Major Goals

- Minimize interruptions to normal operations
- Limit extent of disruption and damage
- Minimize operational and economic impact of any interruption
- Establish alternative means of operation in advance
- Train personnel in emergency procedures
- Provide for smooth and rapid restoration of service

### Strategies

We employ the following strategies to minimize interruptions to normal operations, and provide for smooth and rapid restoration of service when they do occur.

- Design resiliency in from the ground up
- Reduce/eliminate single points of failure
- Robust onsite and offsite backups, with active monitoring and testing
- Proactive monitoring of services, applications, OS, hardware, and network for performance or functional issues



- Configuration management on all mission- and business- critical systems
- Standardized, enterprise-level, equipment and providers
- Designated primary and alternate personnel for each Role/Task
- PCI DSS compliance, where applicable
- HIPAA compliance, where applicable
- Continuous process and procedure testing/improvement

### Technology Partners

- Hewlett Packard
- Dell
- Apple
- BlackBerry
- Google
- Caterpillar
- APC
- Cisco
- (ShoreTel)
- Microsoft
- VMWare
- ESRI
- Quest Software
- Tableau Software
- Sprint
- ATT
- Verizon

### Preparation

We maintain the following written documents and procedures to facilitate the rapid restoration of business operations following a disaster:

- Internal Contact List
- Vendor/Support Contact List (outside parties)
- Emergency Response Procedures
- Mission Critical applications
- Computer Systems
- Acts of God or Criminal Behavior
- Building and Maintenance
- Major Accident/Incident/Public Image
- Recovery Actions Procedures
- Serious Subsystem Failure (Server, Power, LAN connectivity, Internet connectivity, Site connectivity, Climate Control)
- Facility Unavailable
- Regional Disaster / Site Failover
- Insurance to augment resources to quickly respond





We periodically test these procedures, and update as necessary from results. Details are available upon request.

## Problem Space – Potential Causes of Disruption

### Common Component Failures

Failures of moving parts and other components are the most common cause of impairment. Common failures include RAM, Power Supplies, Fans, Hard Drives, along with external connections such as patch cables and power cords.

We configure redundancy and fault tolerance, at the component level, into all of our Mission and Business- critical servers and devices. For example, we include redundant power supplies, redundant UPS's and electrical circuits, redundant fans, ECC RAM, RAID 10 and RAID 5, NIC teaming wherever possible.

### Serious Subsystem/Device Failure

Catastrophic failure of entire servers or subsystems can cause serious service disruption. Examples include: whole server, computer room climate control, electrical power, network switches and routers, internet connectivity, site connectivity.

We use a variety of technologies to ensure continuity of service in case of serious subsystem failure. These include Load Balancing, Clustering, Automatic Fail Over, and Manual Fail Over.

Subsystem	Resiliency Strategy
<b>Operations Servers</b>	Cluster with automatic failover
<b>Storage</b>	Fully redundant, load balanced, active-active SAN
<b>Climate Control</b>	Manual failover to backup system
<b>Power</b>	Redundant UPS's and circuits, standby generator with automatic transfer
<b>LAN Connectivity</b>	Hot standby with manual failover
<b>Internet Connectivity</b>	Each site has redundant internet links via separate ISP's, with manual failover
<b>Site-to-Site Connectivity</b>	Load balanced redundant link
<b>Telecommunications</b>	Hot standby PBX with manual failover, load balanced redundant PRI circuits

Additionally, we maintain a robust backup system that includes regular offsite media rotation, active monitoring, and periodic test restores.

### Facility Unavailable

Site unavailability due Fire, Flood, Hazardous Materials, or other issue, is a serious concern. Should the alternate site (Santa Ana) become unavailable for any reason, personnel can continue to operate from any remote location (another site, home office, laptop, et cetera).

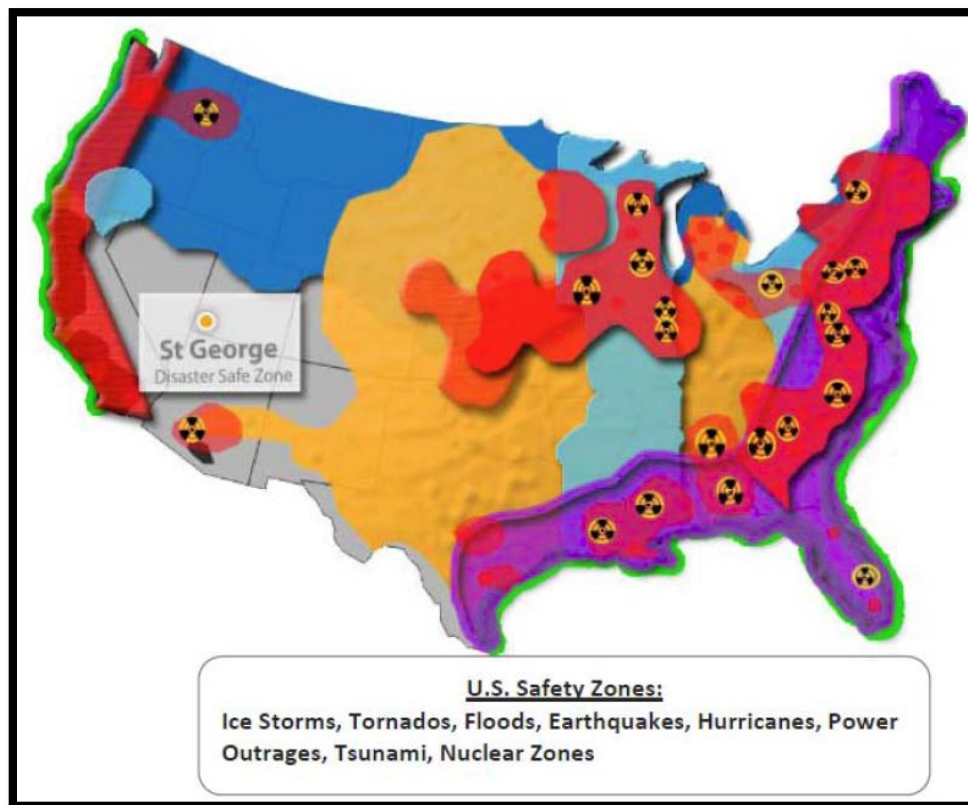


Should the main operations site (St. George) become unavailable, current plan is to relocate dispatch center operations to our alternate site (Santa Ana). We are currently updating our systems to support dispatch functionality from any remote location (another site, home office, laptop, et cetera).

### Regional Disaster

Regional disasters cause widespread damage and disruption. Examples include Flood, Ice Storm, Tornado, Earthquake, Wild Fire, Hurricane, Power System Overload/Failure, Tsunami, and Nuclear Disaster.

ALC is strategically located outside of major disaster zones.



Should the main operations site (Saint George, UT) become unavailable, the current plan is to relocate dispatch center operations to our alternate site (North Carolina). We are currently updating our systems to support dispatch functionality from any remote location (another site, home office, laptop, et cetera).

Should the alternate site (North Carolina) become unavailable for any reason, personnel can continue to operate from any remote location (another site, home office, laptop, et cetera).





## Additional Transportation Capabilities





ALC Schools has the ability and infrastructure in place to provide non K-12 transportation when/if needed.

Any non-school district customer needing point to point transportation can be serviced using the same pricing matrix provided in the pricing section of this proposal.



# Additional Required Documents

**Appendix C**  
ADDITIONAL REQUIRED DOCUMENTS

-  DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
-  DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
-  DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
-  DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

2/19/2019  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature & Title

Craig Puckett, CEO



February 22, 2019

To whom it may concern,

The below sections have been redacted based on Appendix C, Doc #1, Open Records Policy.

Tab 2 – Products and Pricing, Page 2. ALC trade secret and company finances.

Tab 2 – Products and Pricing, Pages 9 – 15. ALC client confidential reporting.

Tab 3 – Performance Capability, Pages 29 – 35. ALC client financial reporting.

Tab 3 – Performance Capability, Pages 38 – 42. ALC client confidential reporting.

Tab 3 – Performance Capability, Pages 44 – 59. ALC financial statements.

Tab 4 – Qualification and Experience, Pages 35 – 38. ALC client contact information.

Thank you,

ALC Schools

Appendix C, Doc #2

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)  
Attorney General Form**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company** ALC Schools, LLC.

905 Calle Amanecer, Ste. 360

**Address**

San Clemente, CA 92673

**Contact**

  
\_\_\_\_\_  
**Signature**

Gregg Prettyman  
**Printed Name**

Executive Vice President  
**Position with Company**

**Official  
Authorizing  
Proposal**

  
\_\_\_\_\_  
**Signature**

Craig Puckett  
**Printed Name**

Chief Executive Officer  
**Position with Company**

**Phone** 866.999.3371 x777

**Fax** 844.245.0299

*Appendix C, DOC # 3*

**Implementation of House Bill 1295**

**Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

**Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
 ALC Schools, LLC.  
 San Clemente, CA United States

**Certificate Number:**  
 2019-454561

**Date Filed:**  
 02/19/2019

**Date Acknowledged:**

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
 Region 4 Education Service Center ("ESC")

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
 19-04  
 Alternative Student/Customer Transportation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Craig Puckett, and my date of birth is 9/10/68.

My address is 2402 Calle Madiesa, San Clemente, CA, 92672, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of California, on the 19 day of February, 20 19.  
(month) (year)

  
 \_\_\_\_\_  
 Signature of authorized agent of contracting business entity (Declarant)



Appendix C, DOC # 4

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Craig Puckett, CEO, as an authorized representative of

ALC Schools, LLC., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
\_\_\_\_\_  
Signature of Named Authorized Company Representative

2/19/2019  
Date

EXHIBIT C**ATTACHMENT 1 - Fees for Service**

The Contractor will charge the County Board of Arlington County, Virginia (hereinafter “District” in this Exhibit C) a **\$70 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)	\$70.00
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
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.

**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:

[http://www.eia.doe.gov/oil\\_gas/petroleum/data\\_publications/wrgp/mogas\\_home\\_page.html](http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html)

**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.

### **Possible District 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 could apply (as determined by the District):

#### **1. Single Rider Trips**

- a. If an AM single 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.
  - i. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show
- b. 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.

#### **2. Multiple Rider Trips**

- a. The afternoon trip always remains scheduled.

### **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 ALC, the shared trip will be prorated and billed according to the following explanation:

### Proration of Trip Fees – ALC’s Three Step Process

#### 1. Stand Alone District Trips:

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

##### a. Example:

- i. District A has two students who routed together cost the District \$65 (Trip 1)
- ii. District B has a single student whose trip would cost the District \$80 (Trip 2)

#### 2. Multi-District Trips

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

##### a. Example (cont.):

- i. When all three students are routed together, the total trip cost is \$95

#### 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 (found in step 1) as compared to the multi-District trip costs (found in step 2).

Example (cont.):

##### o **Blended Cost of Multi-District Trip = \$95**

- Stand Alone Cost of Trip for District A = \$65
- Stand Alone Cost of Trip for District B = \$80

##### i. District A’s Percent Responsibility = $\text{Trip A}/(\text{Trip A} + \text{Trip B})$

1.  $\$65/(\$65 + \$80)$
- a.  $\$65/\$145 = 44.83\%$

2.  $44.83\% \times \$95 = \$42.59$

##### 3. **District A’s Prorated Cost = \$42.59**

- a. District A’s Savings = \$22.41

##### ii. District B’s Percent Responsibility = $\text{Trip B}/(\text{Trip A} + \text{Trip B})$

1.  $\$80/(\$65 + \$80)$
- a.  $\$80/\$145 = 55.17\%$

2.  $55.17\% \times \$95 = \$52.41$

##### 3. **District B’s Cost = \$52.41**

- a. District B Savings = \$27.59

**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 ALC 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.

**EXHIBIT E**

**CONTRACTOR COVID-19 VACCINATION QUARTERLY COMPLIANCE CERTIFICATION**

**By Email:** Please complete the report below and return it to: [contractorvaccineinfo@arlingtonva.us](mailto:contractorvaccineinfo@arlingtonva.us).

- I hereby certify that all ALC Schools, LLC employees and subcontractors working on Contract No. 22-CPHD-R-665 are fully vaccinated against COVID-19, or being tested on a weekly basis, or are exempt pursuant to a valid reasonable accommodation under state or federal law.

**Please do not include any of your employees' medical documentation, including vaccination records or test results.**

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

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Company Name: \_\_\_\_\_