



**Presented To:**

**Region 10 ESC/Equalis Group**

**October 2, 2020**

**RFP # R10-1105**

**Staffing Services and Related Solutions**

**Presented By:**

**ESS**

**Fred Bentsen**

**Vice President of Business Development**

**832.244.5015**

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October 2, 2020

Region 10 ESC/Equalis Group  
400 East Spring Valley Road  
Richardson, Texas 75081

Dear Ms. Sue Hayes, Chief Financial Officer

ESS South Central, LLC and its affiliated companies hope to become a valued partner in PreK-12 education staffing of substitute teachers and other temporary personnel, as well as various value-added services and programs as outlined in the ESS proposal.

With more than 20 years experience partnering with school districts throughout the country, ESS serves over 750 school district partners who count on us for a turnkey solution to address their staffing needs. We are confident that our best-in-class, quality-focused program will meet your members' expectations and objectives to ensure every day counts in their educational mission.

ESS focuses on all aspects of a customized program so educators and leadership can use their time, resources, and skills to continue providing a high-quality education to every one of their students, every day. The ESS advantages are directly related to our decades of education experience and willingness to do things differently. PreK-12 staffing is all we do. We offer a service solution that is superior. Every day counts when it comes to educating America's students and we're on a mission to join educators nationwide in that effort. Our plan is specific to every partner's requirements and essential needs.

Please note some of the important features of our program:

- Unmatched experience with over 20 years and over 750 education partners
- Solutions that deliver exceptional value through high fill-rates, time and/or cost savings, efficiencies, quality staff, robust operating systems and HR support
- An effective plan including start-up, transition, and ongoing operations that are people-focused

Additionally, we are always willing to consider any adjustments to our proposal and its associated costs. Our team looks forward to sharing our proprietary operating plans, operating procedures, management systems and partnership philosophy with future education partners.

We hope you will choose ESS as a partner for this very important work. ESS is committed to becoming a good partner and supporting you and the communities you serve.

Sincerely,



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# Executive Summary

ESS is the largest dedicated provider of substitute and paraprofessional staffing to PreK-12 school districts. Our team is fully committed to delivering an education-focused management solution through exceptional recruiting and hiring outcomes, all while effectively leveraging education and community support. ESS' proven experience with school districts across the nation ensures Region 10 ESC/Equalis Group and its members can expect substitute and paraprofessional programs that eliminate the administrative burdens of identifying, recruiting, training, performance management, payroll processing, and managing a pool of employees while providing transparent and accurate reporting and measured results.

Our team is confident we understand the key factors that will drive success with your members' substitute staffing programs. We have outlined our plan that is customized to the needs of every partner for delivery of a best-in-class program. **Please see the following items we would like to highlight:**

## **Experience Transitioning Substitute and Temporary Staffing Personnel Programs**

With over 20 years supporting over 750 school district partners, large to small, future education partners can be confident in a seamless transition through the implementation of our multi-point plan, local, dedicated management team, and systems customized to the needs of the schools. The ESS proposal provides a comprehensive overview of the steps and activities that will be undertaken to ensure a smooth, and effective transition from an award-winning company.

## **Impact on Education Partner's Operating Budget**

Our goal in building a partnership is to provide the highest level of customer service while being as cost effective to our education partners as possible. Included in our program will be a state-of-the-art Education suite of systems and technology support (willsub+ and/or Frontline's Absence Management) along with experts to ensure the programs are fully utilized increasing efficiency, effectiveness and useful reporting. Additionally, ESS includes a regional management team, initial and ongoing training, and employee incentive/recognition programs. Our Applicant Tracking System, as well as other valuable ancillary services, are available at the request of the education partner. These efficiencies result in significant time and financial savings.

## **Proven Hiring Practices**

It is our goal to contact, recruit, and hire every employee recommended by the education partner who passes background screening and wishes to continue working with the education partner. We will reach out to existing employees announcing our partnership via the education partner's website, our website, with flyers placed in schools, advertisements in local newspapers, and more. Substitutes and other temporary personnel will be employed, compensated, and provided benefits as welcome members of the ESS team. They will be an integral part of the education partner's community. This will maximize consistency and continuity for students and build upon the progress the education partner is experiencing today. The regional management team will provide support to employees ensuring they're provided the necessary tools to do their job well.

# Executive Summary

## Technical Knowledge

ESS has a dedicated relationship with Frontline Education. Not only are we able to leverage Frontline's training programs and systems, we also have an in-house team that specializes in Frontline Education's systems. We also have our own proprietary absence management system, "willsub+." Our in-house willsub+ and Frontline Education experts will set up and maintain your education partners' absence management systems to provide administrators a user-friendly platform that offers real-time reporting, tracking and billing. Principals, as well as district staff, will be able to establish preferred employee lists that allow them initial feedback for the employees entering their classrooms. Our ability to customize our technology or Frontline's to best fit the needs of the education partner sets us apart from competitors. The absence management system will eliminate any unnecessary front-office paperwork, ensure accuracy, and streamline reporting. If a district does not have Frontline Technologies or want to use our willsub+ system, ESS can interface and integrate with other absence management systems. ESS has ample experience with all absence management systems, so any member district can keep its current technology in place.

## Ability to Schedule and Manage Staff

We have a dedicated management team consisting of local and regional support, all backed up by a corporate support team. This multifaceted approach allows our local leadership to be an extension of the education partner's administrative team. Our dedicated team will be responsible for recruiting, hiring, and training of the employee pool, as well as communicating with principals and all day-to-day employee placements. Using our technology platforms, the education partner's administration, along with our regional management team, will have the ability to track employee placements in real time, daily.

## Conclusion

ESS delivers the management expertise and depth of experience; the vital, unique, and proprietary operating and software systems; the knowledgeable regional and national support personnel; and the financial strength necessary to continue to invest in infrastructure, operations, technology and key personnel.

Our focus is creating a personalized program for our partners so educators and administrators can use their time, resources, and skills to continue providing a great education experience to every one of their students, every day. This is an important and significant investment. We realize there are other companies that promise to deliver similar services, but they do not. Speak to our references who've had a competitor, then ESS, and hear the ESS difference firsthand. We invest in people locally, regionally, and nationally, as well as systems and services because we fully understand that delivering on the promise of an enhanced classroom experience for students, teachers, and staff should not be treated like a commodity. These are not contracted, outsourced services; it's a partnership and we are fervently committed to treating our employees and clients like partners.

ESS takes great pride in delivering a quality service program, providing its people with opportunities for personal and professional growth, being a genuine partner to its clients, and actively engaging in the communities we serve. Our education partners across the country can depend on ESS to provide unmatched customer service, significant resources, and a team that cares about schools, students, and community. We look forward to earning an opportunity to partner. We hope that together we can make Every Day Count!

# Appendix A: Company Profile

## 1. What is your company's official registered name?

ESS South Central, LLC

## 2. What is your company's Dun & Bradstreet (D&B) number?

03-637-1576

## 3. What is/are your corporate office location(s)?

ESS is a national company with offices throughout the country. While ESS South Central LLC is the entity submitting this proposal, all ESS entities will be able to service Equalis Group member districts nationwide. ESS consists of the following Entities: ESS Northeast, LLC, ESS Southeast, LLC, ESS South Central, LLC, ESS Midwest, Inc., ESS West, LLC, ESS Support Services, LLC, Enriched Schools and Proximity Learning Inc. Through our company entities, we will be able to service any member district no matter its location across the country.

### **ESS South Central, LLC Office**

**Office submitting this proposal; Serves all districts in South Central U.S.**

1 Medical Drive  
Paragould, AR 72450

### **ESS Southeast, LLC Office**

**Executive leadership & human resources for all ESS; Serves districts in Southeastern U.S.**

9202 S. Northshore Drive, Suite 200  
Knoxville, TN 37922

### **ESS Northeast, LLC Office**

**Marketing, communications, and payroll support for all ESS; Serves districts in Northeastern U.S.**

800 Kings Highway North, Suite 405  
Cherry Hill, NJ 08034

### **ESS Midwest, Inc. Office**

**Serves districts in Midwestern U.S.**

212 Kent Street, Suite 12  
Portland, MI 48875

### **ESS West, LLC Office**

**Serves districts in Western U.S.**

1915 NE Stucki Ave, Suite 260  
Hillsboro, OR 97006

### **Jacksonville Office**

**Human resources and call center support for South Eastern districts**

South Southpoint Drive, Suite 501  
Jacksonville, FL 32216

### **Proximity Learning Headquarters**

**Virtual Learning Solution; Serves Districts Nationwide**

600 Congress Ave, 14th floor  
Austin, TX 78701

### **Enriched Schools Headquarters**

**Serves charter schools throughout the U.S. with substitutes and guest educators**

643 Magazine Street, Suite 206  
New Orleans, LA 70130

## Appendix A: Company Profile

### 4. Please provide a brief history of your company, including the year it was established.



ESS was founded 20 years ago with the vision of providing administrative relief to school districts and professional working opportunities to qualified educators. Beginning in 2000 with just 17 partner districts and 150 employees, ESS quickly became the premier solution for school districts nationwide. In 2017, ESS merged five regional companies, each of which were market leaders in their areas, to become the nation's largest education-exclusive staffing and management company.

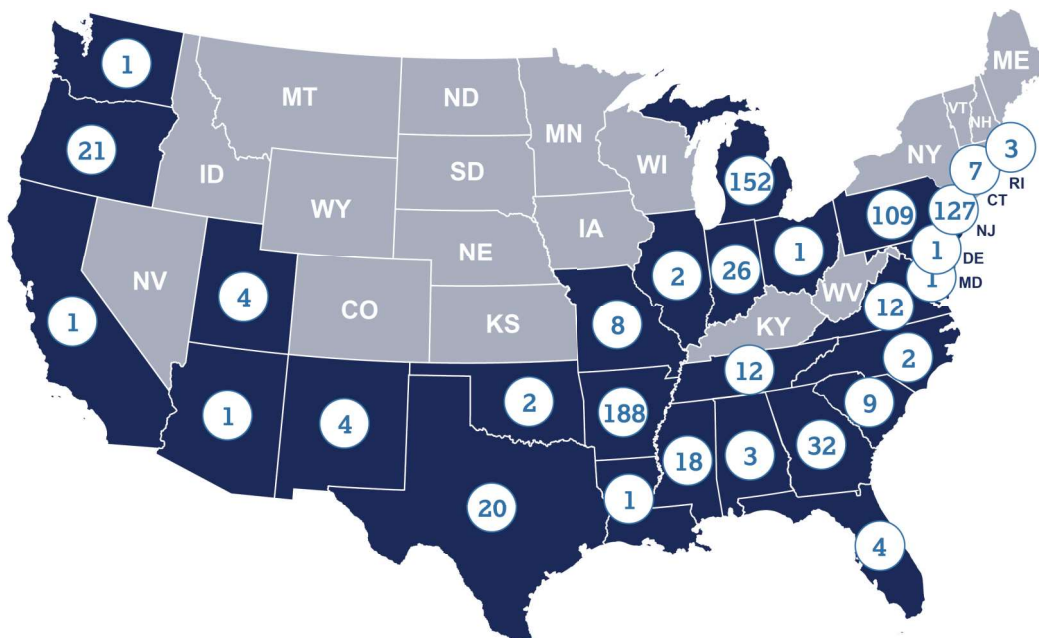
Today, we are partnered with more than 750 school districts in 29 states, serving 3,500,000 students with more than 60,000 employees. Our growth continues to this day, as we recently acquired a company that enhances our ability to providing virtual education solutions: Proximity Learning Inc., an Austin, TX company that provides online, live instruction to K-12 school districts.

### One of America's Best Large Employers

Since our inception we have seen tremendous growth not only in our client list, but also in our reputation as a world-class employer. For three consecutive years, ESS has had the distinct honor of being named one of "America's Best Large Employers" by Forbes Magazine. We are very proud of these awards. They are a testament to our employees; they are knowledgeable, compassionate, successful, and helpful. This experience and dedication will be brought to your member districts.

### Size, Strength, and Stability

ESS is a national company with revenues in excess of \$500 million. Our strong national presence of over 750 partnerships across 29 states gives us a wealth of resources and a deep infrastructure to ensure our partners receive the highest quality service possible.



## Appendix A: Company Profile

### ESS Leadership



#### **Buddy Helton, President & CEO**

Buddy brings over 35 years of business expertise to our clients. For twelve years, he led a national facilities services company with responsibility for K-12 schools and higher education operations across the United States. Buddy delivered results to customers, resulting in high customer satisfaction and company growth with average annual revenues that increased, on average, by 24% per year over eleven years. He founded Southern Building Service in the mid-nineties and served as President of that organization. The company enjoyed exponential growth, again with very high customer satisfaction and references. Buddy and the ESS executive team continue to have a “pioneering” attitude. Buddy graduated from the University of Tennessee with honors and holds a Bachelor of Science Degree in Business Administration.



#### **Steve Gritzuk, Chief Operating Officer**

With over 15 years of experience in K-12 operations, Steve joined the ESS team in February 2017. He has successfully managed education-based operations in excess of \$100 million throughout the nation. Steve is accountable for ensuring quality operations and customer centered programs for each and every ESS client. Steve received his Bachelor of Science in Marketing from Clemson University in 2000 and his Master of Business Administration from Charleston Southern University in 2004. Steve resides in the Charleston, SC area with his wife and children.



#### **John Devall, Chief Financial Officer**

John Devall has 22 years of accounting experience in the service industry. He began his career with Associated Building Services as Senior Accountant and expanded his role to Controller of a subsidiary company. In 2005, John joined GCA Education Division to become the Division Controller. He was an integral part of a management team that increased revenue and EBITDA double digits each year from 2005 to 2014. John oversees all of ESS' financial processes and procedures. He holds a Bachelor of Business Administration degree from Stephen F. Austin State University.



## Appendix A: Company Profile



### **Bernie Decker, Senior Vice President of Human Resources**

Bernie Decker brings over 25 years of human resources experience to ESS. His expertise includes recruiting, hiring, training and development, benefits administration, and union negotiations. He joined ESS after spending twelve years previously with an education services provider where he served as Vice President of Human Resources and Training. His current responsibilities include recruiting, hiring, training of management, recruiters, teachers and support staff, as well as, administration of benefit plans, employee relations, training and employee development. Bernie holds a Bachelor's Degree in Industrial Relations from LeMoyne College, Syracuse, New York. He has furthered his education through various American Society for Training and Development seminars and attended Wimberly Lawson Labor Law Seminars for eleven years.



### **Ron Glisk, Senior Vice President of Sales & Marketing**

Ron Glisk has more than 25 years of sales and sales management experience. Prior to joining ESS, Ron was EVP of Sales and Marketing for Xanitos, Inc., a hospital housekeeping specialist firm. Before joining Xanitos, Ron was SVP of Sales and Marketing for GCA Education Services and, prior to that, SVP of Sales and Marketing for GCA at the corporate level. Ron holds a Bachelor of Science degree in Computer Science from Northern Illinois University.



### **Carrie Myers, Director of Human Resources**

Carrie is a veteran human resources manager with more than 20 years of experience spanning all HR operations. She leads employee recruitment and retention efforts, driving successful programs for our district partners. Carrie's exceptional knowledge of employment law and regulations, paired with her auditing experience, provides strict compliance and risk management for our partners. She is an adept communicator who sustains positive employee relations by working with personnel and managers to resolve conflicts and counsel employees. As a certified Professional in Human Resources (PHR), Carrie has expertise in developing, implementing, and updating company policies to ensure alignment with standards, human resources best practices, and all relevant regulations.



## Appendix A: Company Profile

### 5. Who is your competition in the marketplace?

We compete with other staffing and management companies that serve K-12 school districts throughout the country. As a national company partnered with districts as large as 130,000 students and as small as a few hundred, we compete at both the enterprise- and mom-and-pop level. Further, since most school districts are not partnered with a staffing management agency, a great deal of our competition is against districts themselves, proving to them that our services will provide their students, schools, and communities educational and financial value.

### 6. What are your overall annual sales for last three (3) years?

We had audited gross revenues of:

- \$345,094,000 in FY 2018
- \$420,980,000 in FY 2019
- \$547,000,000 in FY 2020

To further demonstrate our financial capability, we have included a letter from our CFO that details our finances over the last few years on the following pages.

### 7. What are your overall public sector sales, excluding Federal Government, for last three (3) years?

All our sales are in the public sector and exclude the federal government. Our customers are exclusively PreK-12 public school districts. As such, the numbers listed in item 6 above are also our overall public sector sales.

## Appendix A: Company Profile



July 27, 2020

To whom it may concern:

S4T Holdings Corp. and its subsidiaries ("Company") is a privately held high growth education service provider. In 2015, the Company was purchased by Nautic Partners, LLC. As a result, of the purchase, US GAAP requires an allocation of the purchase price to all the assets both tangible and intangible. Most was allocated to the intangible assets, which are amortized to expense over a 10-year period.

These costs are non-cash accounting charges that don't reflect ongoing operations or financial positioning of the Company. Furthermore in 2017 and 2019, the Company made a total of 6 acquisitions that have one-time expenses that are non-recurring. One of the acquisitions resulted in a large investment in a new management team with proven history in servicing education customers.

In addition, as previously mentioned the Company is privately held and therefore the financial statements contain various confidential information that is not relevant to the Company's overall financial position or ability to perform the services it provides to its customers.

Therefore, below are summarized key excerpts from the audited (December year-ended) and internal financial statements for the past 3 audited periods along with a more recent look at the Last Twelve Months (LTM) of November 2019 with adjustments to net income for various non-cash items described above:

(\$ in '000)	(Audited) <u>2016</u>	(Audited) <u>2017</u>	(Audited) <u>2018</u>	(Audited) <u>2019</u>	SY 20-21 <u>Forecast</u>
Revenue	\$ 181,213	\$ 225,661	\$ 345,094	\$ 420,980	\$ 547,000
Net Income	\$ (8,733)	\$ (7,689)	\$ (11,101)	\$ (4,764)	\$ 6,450
Depreciation & Amortization	\$ 9,681	\$ 10,391	\$ 12,260	\$ 12,981	\$ 13,500
Acquisitions or Other non-cash charges	\$ 310	\$ (255)	\$ 1,977	\$ 702	\$ 750
<b>Adjusted Net Income</b>	<b>\$ 1,258</b>	<b>\$ 2,447</b>	<b>\$ 3,136</b>	<b>\$ 8,919</b>	<b>\$ 20,700</b>
Rev Growth	\$ 44,448	\$ 119,433	\$ 75,886	\$ 126,020	
% Rev growth	24.5%	52.9%	22.0%	29.9%	
Income Growth	\$ 1,189	\$ 689	\$ 5,783	\$ 11,781	
% Income Growth	94.5%	28.2%	184.4%	132.1%	

800 Kings Highway North • Suite 405 • Cherry Hill, NJ 08034 • 877.983.2244 • ESS.com

## Appendix A: Company Profile



The Company's balance sheet is very strong as well as a long 10 plus year relationship with FirstTrust has been maintained in good standing. The primary contact, David Rifkind, is available as an independent reference for the bank accounts standing with the following contact information:

David Rifkind, Senior Vice President  
Phone #: (610)238-5074  
Email: [drifkind@firsttrust.com](mailto:drifkind@firsttrust.com)  
15 E. Ridge Pike, 3<sup>rd</sup> Floor  
Conshohocken, PA 19428

A revolving credit facility, \$45,000,000, is used to handle the working capital needed to fund the timing difference between the payment to our employees and cash received from the customer. This revolving facility is typically paid in full in the summer months as the capital need reduces with schools being on break.

In addition to the revolving facility indicated above, the Company carries term debt from the various acquisitions. The Company has made all principal and interest payments on time. There are no concerns on the continuation of any future periods.

Furthermore, the Company's primary stakeholder Nautic Partners, LLC has managed over \$4 billion in assets with significant connections in the financial markets. They provide additional resources and support with obtaining favorable financing for the continued growth of the company.

Please feel free to reach out directly to me if further information or clarifications are required as I am happy to share our Company's progress.

Sincerely,

John Devall  
Chief Financial Officer  
Email: [jdevall@ess.com](mailto:jdevall@ess.com)  
Phone: 865-888-9244, ext 3704

800 Kings Highway North • Suite 405 • Cherry Hill, NJ 08034 • 877.983.2244 • ESS.com

# Appendix A: Company Profile

## 8. What differentiates your company from competitors in the public sector?

We have grown to be the largest education-exclusive staffing and management solution in the country through a variety of unique competitive differentiators. These difference-makers allow us to maximize educational equity, opportunity, and continuity for the students we serve:

### Personalized Management

ESS specializes in customizing its program for each district partner. Your member districts will be provided dedicated management teams specifically designed to ensure success based on their unique needs, hands-on management, and daily accountability.

### Consistency in the Classroom

Member districts' current substitute staff will have the first right of refusal for all available positions. This will maximize consistency and continuity for students and build upon the success your member districts are experiencing today.

### Proven Recruiting Methods

By leveraging our expansive resources and veteran staff, ESS attracts the most promising professionals for our district partners. Through a dynamic multimedia campaign of print, digital, and grassroots recruiting, we will recruit a large pool of substitute talent for each and every member district.

### High-Quality Staff

All staff will be properly credentialed and certified at all times. We help each of our employees acquire the credentials needed for employment based on state and district requirements.

### In-Person Training & Development

ESS has a multifaceted training program that includes a significant in-person program. Our training allows for a level of completeness and assessment that is simply not possible through methods utilized by other staffing companies.

### Education for Every Student

ESS is heavily invested in special education, running the largest permanent paraprofessional staffing program in the country. Our expertise in special education will allow your member districts to provide quality special education services to students who may otherwise need to seek services outside the district.

### Technology Solutions & Reporting Analysis

Our advanced technology suite relieves district of cumbersome and time-consuming administrative tasks, such as credential verification, absence reporting and tracking, and payroll. We leverage detailed program reporting to analyze performance and trends to anticipate future program performance.

### Full Transparency

Every part of our program is completely transparent to our district partners, from pricing and program data to employee performance. In fact, all employee-related incidents are electronically recorded and immediately sent to district human resources department for review the same second they are reported.

# Appendix A: Company Profile

## Community Giving

A partnership with ESS makes us members of the community—and we strongly believe in being active and supportive in every community we serve. Giving back to the community is a mainstay of our corporate philosophy. Our partnership will include a passion for success, but more importantly an investment to the students of your member districts.

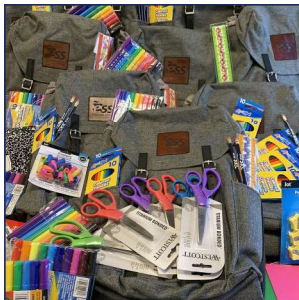
ESS is active and accessible in the communities of its partners, building relationships with community members and working to establish itself as a positive influence. We look forward to working with organizations within your member districts' communities. Our district management teams are often found participating in community outreach and fundraising events, attending fairs and festivals, partnering with local businesses, and cheering on the local high school teams. Some of these examples are found below:

### Community Involvement

Marine Corps Community Service  
Division  
Army Community Service  
100 Black Men Association  
Kids Fest  
Bike MS  
Kidsbridge Anti-Bullying  
Boys and Girls Clubs  
One Warm Coat  
Autism Speaks  
Haiti Laptop Donations  
Salvation Army Toy Drive  
Special Olympics

### District Involvement

High School Scholarships  
ESS Art Contest  
Back 2 School Bash  
Students With Special Needs Proms  
Teacher of the Year  
Football Fever  
Arts Foundation  
Community Night  
New Teachers Breakfast  
Backpack Donations  
Food Drive Donations  
Education Foundations – talent  
shows, golf tournaments, scholarship  
ceremonies, 5K races, etc.



**Backpack Drive**



**Kisses for Kyle**



**ESS Art Contest**

## Appendix A: Company Profile

### **9. Please provide your company's environmental policy and/or sustainability initiative.**

ESS has no environmental policy or sustainability initiatives.

### **10. Diversity program - Do you currently have a diversity program or any diversity partners that you do business with?**

ESS has no diversity program. Since we do not subcontract our services, we also have no diversity partners.

### **11. Diversity Vendor Certification Participation - It is the policy of some entities participating in Equalis Group to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.**

**A. Minority Women Business Enterprise:** None

**B. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE):** None

**C. Disabled Veterans Business Enterprise (DVBE):** None

**D. Historically Underutilized Businesses (HUB):** None

**E. Historically Underutilized Business Zone Enterprise (HUBZone):** None

**F. Other:** None



## Appendix A: Pricing/Services Offered:

### **12. Were all services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?**

Yes. Further, as a specialist in customized staffing and management programs, ESS can also work with member districts to create new solutions not included on the pricing sheet.

### **13. Does the respondent agree to offer all future product introductions at prices that are proportionate to contract pricing offered herein?**

Yes.

### **14. Does pricing submitted include the required administrative fee?**

Yes.

### **15. Define your standard terms of payment**

Our standard terms of payment is net 15, however, we are flexible in changing those terms based on the needs of a given member district.

### **16. Describe how pricing is determined. This includes how employee pay rates are determined, how your markups are determined and what visibility public agencies will have in these calculations.**

Employee pay rates are set by the district. Our pricing markup will remain the same regardless of employee pay rates.

Our pricing markup is customized to each district client, based on its needs and the desired scope of its program. Anticipated number of staff absences, types of positions we'll be providing (teachers, nurses, paraprofessionals, etc.), technology services, training programs, virtual learning programs, and the necessity and number of onsite management staff are just some of the factors that play into our markup calculations. By keeping our pricing tightly customized to a district's specific needs and program scope, we are able to ensure the fairest and most cost-effective pricing possible.

Our markup includes costs for employee load and management, support, training, program start-up costs and all payroll processing. Employee load costs include workers' compensation, General liability, FICA, FUTA, SUTA, and all other related district costs. Further, ESS commits to offer best pricing possible to all districts partnered with the Region 10 ESC/Equalis Group cooperative.

Our district partners will have complete and total visibility of our markup calculations. We pride ourselves on our transparency and the clarity of our pricing calculations. We are happy to share exact pricing calculations with our district partners at any time



## Appendix A: Pricing/Services Offered:

**17. Some Federal grant programs that will be used for these services require that no more than 10% of the total cost to the participating agency be charged to cover administrative costs not directly related to servicing the participating agency. Examples of such charges could be charges covering the company's overall background check program rather than the specific background checks required to fulfill the staffing needs of the participating agency, or charges to cover company taxes rather than taxes directly associated with servicing the participating agency.**

**Does the Respondent agree that all pricing quoted to participating agencies feature no more than 10% of the total cost to the participating agency be charged to cover administrative costs not directly related to servicing the participating agency?**

Yes.

## Appendix A: Performance Capabilities

**18. States Covered - Respondent must indicate any and all states where products and services are being offered.**

Our services are offered to all 50 states.

**19. List the number and location of offices, or service centers for all states being proposed in solicitation.**

### **ESS South Central, LLC Office**

**Office submitting this proposal; Serves all districts in South Central U.S.**

1 Medical Drive  
Paragould, AR 72450

### **ESS Southeast, LLC Office**

**Executive leadership & human resources for all ESS; Serves districts in Southeastern U.S.**

9202 S. Northshore Drive, Suite 200  
Knoxville, TN 37922

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**Serves districts in Midwestern U.S.**

212 Kent Street, Suite 12  
Portland, MI 48875

### **ESS West, LLC Office**

**Serves districts in Western U.S.**

1915 NE Stucki Ave, Suite 260  
Hillsboro, OR 97006

### **Jacksonville Office**

**Human resources and call center support for South Eastern districts**

South Southpoint Drive, Suite 501  
Jacksonville, FL 32216

### **Proximity Learning Headquarters**

**Virtual Learning Solution; Serves Districts Nationwide**

600 Congress Ave, 14th floor  
Austin, TX 78701

### **Enriched Schools Headquarters**

**Serves charter schools throughout the U.S. with substitutes and guest educators**

643 Magazine Street, Suite 206  
New Orleans, LA 70130

**20. Distribution Channel: Which best describes your company's position in the distribution channel:**

We are best-described as a "Value-added reseller," "Certified education/government reseller," and "Other."

## Appendix A: Performance Capabilities

**21. Provide relevant information regarding your staffing placement process including how an agency would place an order, and the ability for purchasing agencies to verify they are receiving contract pricing.**

### **Requesting a Substitute**

To request a substitute, a district staff member creates an absence posting, or “vacancy,” within the absence management system. Absences can be placed at anytime in the system. Absence posting can be created digitally by using the absence management software or by calling, emailing, or texting the ESS District Team.

### **Preferred Substitute List**

District administration and/or District staff can set a preferred substitute list. The preferred list ensures that priority is given to proven educators to fill in for certain positions and enhance classroom continuity. With the preferred substitute list, the substitutes on the list will be able to view absences posted to your specific schools prior to the general population of substitutes.

### **Absence Approval Process**

An absence must be “approved” before a substitute is placed into the vacancy. Your member districts have three options for approval settings:

- Automatic approval of all absences
- All absences must be approved by District administration or principal
- Some absence reasons must be manually approved, others will be automatically

There are no deadlines for submitting absence requests. The ESS team and its technology systems will immediately begin looking for substitutes as soon as a request is placed.

### **Advanced and Short Notice**

There is no special process for requesting substitutes on advanced notice. Short-or last-minutes substitute requests are handled similarly to regular substitute requests, the only difference being that ESS has implemented a number of fail-safes and expedited procedures to ensure last-minute vacancies are filled quickly with qualified staff.

# Appendix A: Performance Capabilities

## Substitute Placement Technologies

We place substitutes using a variety of technologies, including Frontline Education's Absence Management technology and our own willsub+ system.



Frontline Education's Absence Management is one of the premier absence management technologies, and one that ESS is also an expert in. We are Frontline Education's largest end-user, and as such, we have the experience and relationship necessary to bring additional efficiencies, improvements, and customizations to Frontline Education Absence Management systems. We have an in-house, specialized Frontline Education technology team, which allows us to customize systems to district preference.



ESS also has its own proprietary substitute management technology called willsub+. The technology was designed with scalability and speed in mind, using a mix of automations and streamlined interfaces to adapt seamlessly to any district size. willsub+ also includes applicant- and time-tracking.

Our systems are built to mirror the regulations and certifications of both the member district and its State. A substitute will only be able to view an assignment for which they hold the required credentials. If a substitute's certificate has expired, or the maximum number of work days allowed by that certificate is exceeded, the substitute will no longer be able to accept positions.

## Absence Filling

As soon as a district employee calls out, ESS begins the process to fill that vacancy. Our multifaceted approach is comprehensive and allows ESS to fill assignments at a high rate. We use several technology platforms as well as the traditional methods to create a unique and highly effective approach.

- **Instant Contact**

Our technologies contact qualified substitutes by email and phone notifications immediately when a vacancy is posted. Further, our willsub+ technology features an integrated text message system that allows us to send out text messages in mass batches.

- **Personalized Contact**

The ESS District Team will begin their efforts early in the morning, calling, emailing, and texting substitutes to fill any open vacancies.

- **Building-Based Substitutes**

To help resolve last-minute callouts, we can place "on-call" substitutes within specific school buildings in a district. These substitutes will then fill any unfilled vacancies in that school, on any given day.

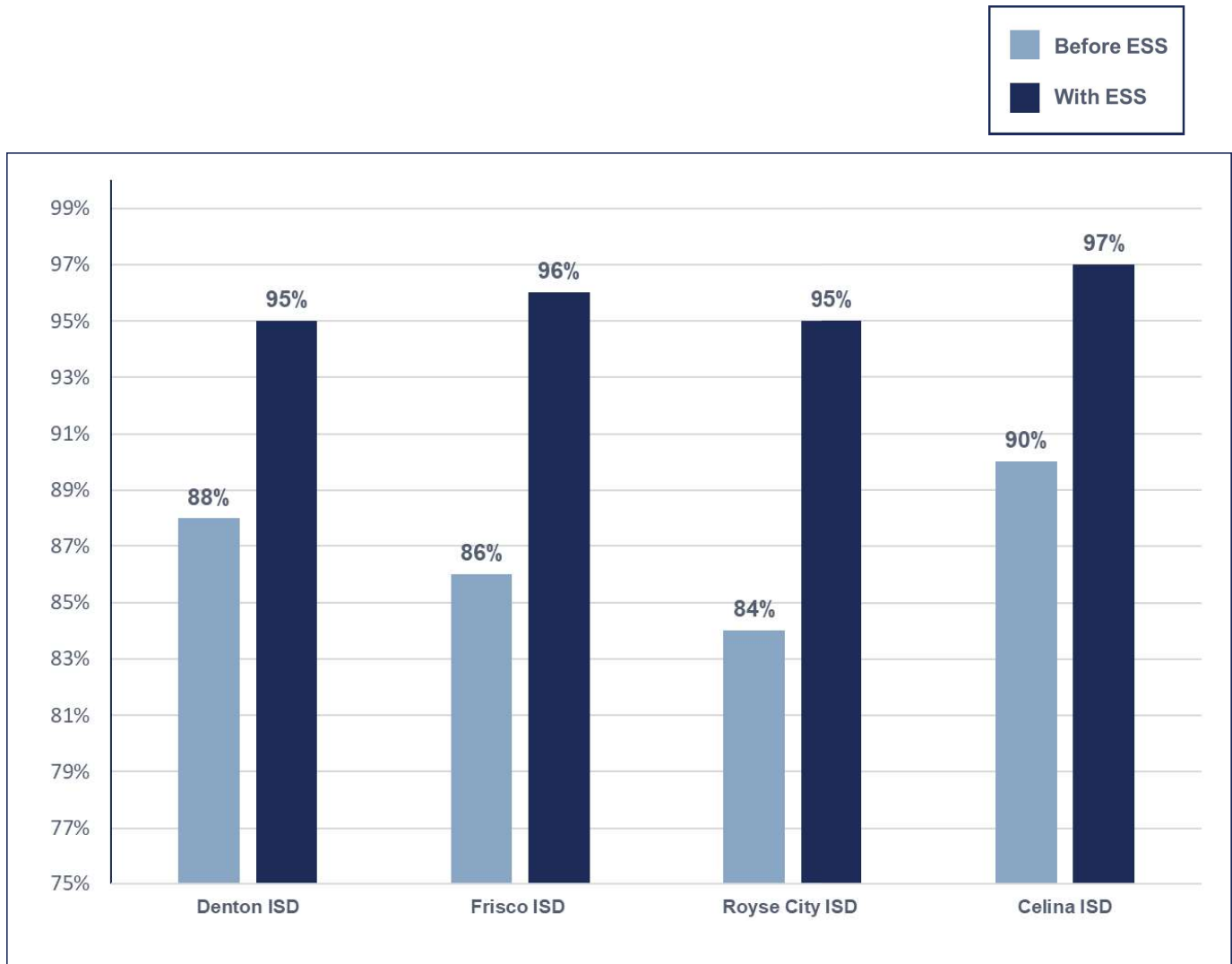
## Contract Pricing

Our pricing process is fully transparent. Any district or purchasing agent will have full access to all pricing information necessary to verify that contract pricing is received.

## Appendix A: Performance Capabilities

### 22. Provide staffing placement fill rates and average timeframes met.

We pride ourselves on our high staffing placement fill rates, as well as our ability to improve the fill rates of districts who already have high numbers. The chart below shows some of our Texas successes:



### Average Timeframes Met

To meet the absence needs of our district partners, our substitute program is fast and flexible. Our combination of technology automation, dedicated staff, and program innovations allow us to fill absences up to the minute they are reported.

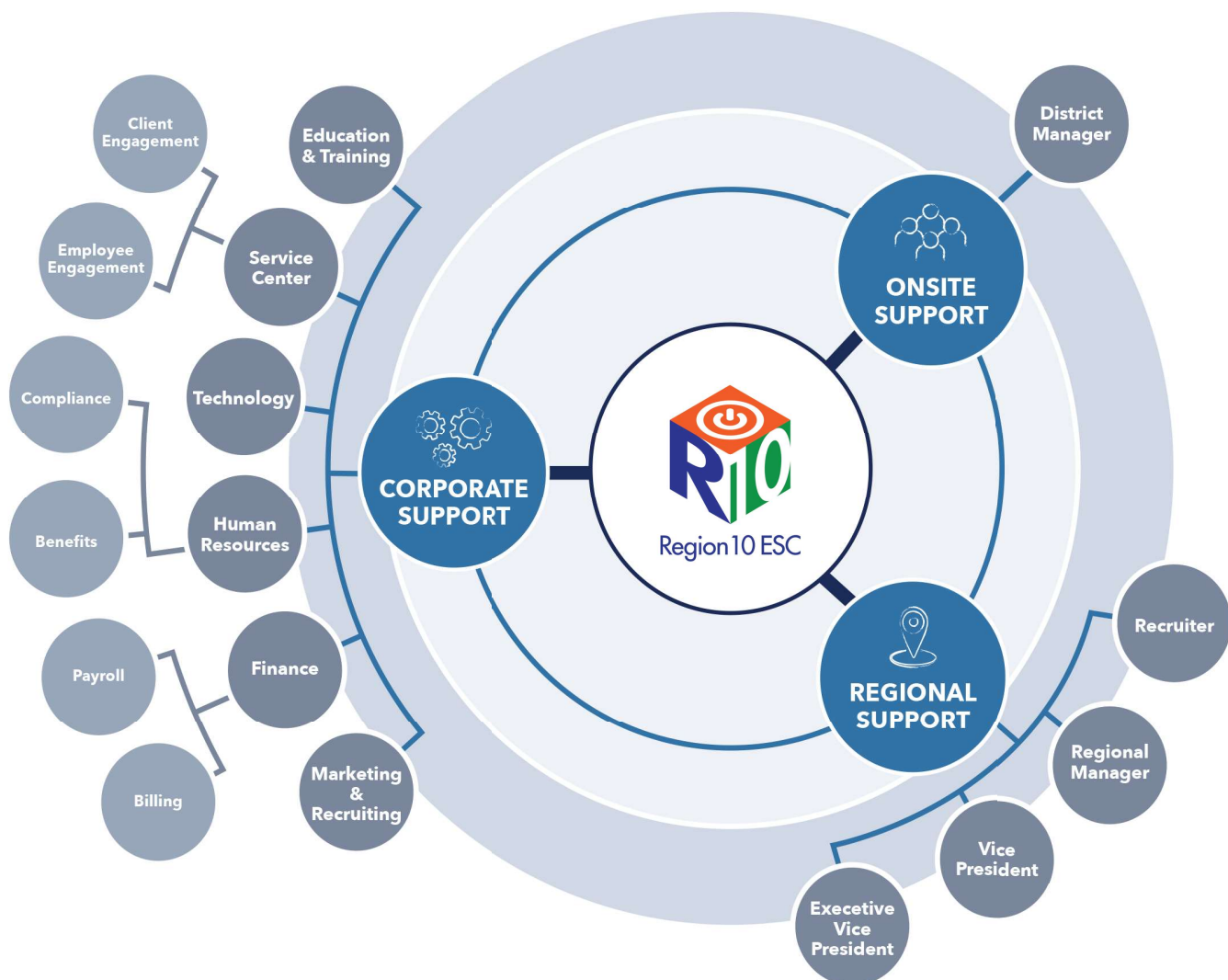
## Appendix A: Performance Capabilities

### 23. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).

Our customer service strategy is to provide our district partners, their staff, and our substitutes a layered, all-encompassing customer service experience. This customer service is delivered through the ESS District Team.

The team has branched design that allows it to be fully customized, completely flexible, and empowered to and provide the best customer service and support to your member districts. It is divided into three key units: onsite, regional, and corporate support. By dividing the ESS District Team into these specialized components, we are able to provide an exceptional level of efficiency and reliability to your member districts.

#### The ESS District Team



# Appendix A: Performance Capabilities

## **The ESS Regional Team**

Each district partner is served by a regional ESS team that is specifically customized to best serve the partner's schools, students, and program needs. This team is the primary operating force for each district's program, and a major part of that operation is customer service.

Our regional management team will provide daily communication and accountability to each principal, supervisor, and any other designee, guaranteeing we are meeting every school's individual needs. On a daily basis, they are available and ready to answer questions, address concerns, and provide solutions to ensure that our program is running efficiently and effectively in each of your member district's schools.

## **Onsite Support Team**

Due to a large student population or high level of service complexity, some districts require that ESS staff be permanently onsite to ensure 100% program success. How much staff is local, and what rolls they fulfill depends on the needs of the district. Some districts are best served by a district manager working inside their HR office, others by an entire team working in their own office.

Whatever the shape of the local support team, their purpose is to ensure the ESS program is running smoothly and meeting district needs. Their local work bolsters program results, and also provide an additional layer of customer service to the district and our substitutes.

## **Hiring Local Staff**

When possible, we prefer that local support staff be hired from the district's community. A community member's understanding, insight, and investment in a district's success are of invaluable benefit to our program, and we strive to cultivate such resources whenever possible. All local staff will be selected for their outstanding credentials and their experience with the district and its community. Their significant career qualifications will help our partnership achieve higher fill rates, consistent community recruitment, and high quality service.

Our district partners are always welcome to join in the interview process for such staff and will have final say on any hiring decisions.



# Appendix A: Performance Capabilities

## Local Customer Service Centers

Depending on a district's location, size, and scope of program, it will be supported by one of our regional offices. In most cases, these offices house regional leadership, customer service staff, and operational support staff such as recruiters and hiring specialists. Some offices, such as the Jacksonville office, are purely customer service for our Southeastern clients. Others, such as the Proximity Learning and Enriched Schools offices, support specific products and services. Finally, the Northeast and Southeast offices also house our corporate leadership, nationwide call center, and corporate support teams such as technology and human resources.

### ESS South Central, LLC Office

**Office submitting this proposal; Serves all districts in South Central U.S.**

1 Medical Drive  
Paragould, AR 72450  
Hours: 6:00 a.m. -6:00 p.m. CST

### ESS Southeast, LLC Office

**Executive leadership & human resources for all ESS; Serves districts in Southeastern U.S.**

9202 S. Northshore Drive, Suite 200  
Knoxville, TN 37922  
Hours: 5:00 a.m. to 10:00 p.m. EST Monday through Thursday and 5:00 a.m. to 5:00 p.m. EST Friday.

### ESS Northeast, LLC Office

**Marketing, communications, and payroll support for all ESS; Serves districts in Northeastern U.S.**

800 Kings Highway North, Suite 405  
Cherry Hill, NJ 08034  
Hours: 6:00 a.m. to 9:00 p.m. EST Monday through Thursday and 6:00 a.m. to 5:00 p.m. EST Friday.

### ESS Midwest, Inc. Office

**Serves districts in Midwestern U.S.**

212 Kent Street, Suite 12  
Portland, MI 48875  
Hours: 5:00 a.m. to 10:00 p.m. CST

### ESS West, LLC Office

**Serves districts in Western U.S.**

1915 NE Stucki Ave, Suite 260  
Hillsboro, OR 97006  
Hours: 5:00 a.m. to 7:30 p.m. PST, Monday through Thursday, 5:00 a.m. to 5:00 p.m. PST Friday, and 10:30 a.m. to 7:30 p.m. PST Sundays.

### Jacksonville Office

**Human resources and call center support for South Eastern districts**

South Southpoint Drive, Suite 501  
Jacksonville, FL 32216  
Hours: 5:00 a.m. to 10:00 p.m. Monday through Thursday and 5:00 a.m. to 5:00 p.m. Friday

### Proximity Learning Headquarters

**Virtual Learning Solution; Serves Districts Nationwide**

600 Congress Ave, 14th floor  
Austin, TX 78701

### Enriched Schools Headquarters

**Serves charter schools throughout the U.S. with substitutes and guest educators**

643 Magazine Street, Suite 206  
New Orleans, LA 70130

# Appendix A: Performance Capabilities

## Corporate Team

The corporate team is one of the most experienced, qualified, and effective resources in educational services. Made up of many departments, the operations team provides support that goes above and beyond expectations. Their knowledge and perspective make ESS unique and allows us to provide exceptional service to schools and students.

This team coordinates with ESS district teams and district administration to serve as another source of continuous support and customer service. Made up of over 500 dedicated staff, the operations team is dedicated to schools by regularly evaluating, reporting, and taking action to further improve our partnership. These departments are available daily by phone and email to answer questions, offer guidance, and assist with any task.

These teams reside within the ESS Southeast office in Knoxville and the ESS Northeast Office in Cherry Hill.

## Client Engagement

The client engagement department helps structure absence management technologies to district specifications. The team also ensures we provide the best customer service and absence management support to administrators, faculty, and staff.

Our client engagement specialists leverage their technology expertise to provide comprehensive support to school personnel on a daily basis. Districts will be appointed a group of client engagement representatives committed to serving them. Representatives will work with the district daily, assisting with tasks including absence entry, report generation, and statistical insight into our partnership.

## Employee Engagement

The expansive employee engagement department addresses employees' inquiries and provides direction. This team leads ESS' employee engagement initiatives, regularly communicating with staff and offering direction to provide incentives and ensure their professional goals are being met. In addition to supporting our staff, employee engagement representatives will be active in filling district positions by reaching out to eligible employees via phone, email, and text message alerts each day.

## Marketing and Recruitment

ESS' marketing and recruiting department is a master of talent engagement and education workforce effectiveness. The department will work diligently to help the ESS district teams hire an abundance of talented local personnel to fill district positions.

The marketing and recruiting team understands district needs to fill absences with experienced staff that will provide continuity in schools. The team will create an effective customized recruiting campaign for each district, focusing on hard-to-fill locations. They will employ a wide variety of strategies to heavily recruit for the best personnel available.

# Appendix A: Performance Capabilities

## Human Resources

Our human resources team will partner with district human resources departments, ensuring that our operations within districts are aligned with policies and procedures. The team will work with principals and other district officials to resolve any issues that may occur. If a school reports an incident or accident, the human resources team will quickly handle it with utmost professionalism.

Additionally, this team serves as a valuable resource for our staff to work out any issues, questions, or concerns they may have and to assist employees in enrolling in our medical benefits or 401(k) programs.

## Compliance

ESS district workforces are guaranteed to be 100% compliant. Our compliance department is well-versed with federal and state rules and regulations concerning school personnel. They lead the process of verifying the credentials of each employee that desires to come onboard with ESS. If any employee's credentials need updating, the compliance department will expedite the process. The department closely works with the ESS district team to support the hiring of the staff working in schools.

## Finance

Our finance specialists reviews our billing and reconciliation procedures with a district's business office during the transition period, and will be readily available to discuss invoices and answer any questions. The finance department's primary goal is to make the billing process as simple, accurate, and transparent as possible. To facilitate this ease and transparency, they prepare a billing backup report for districts each month.

The team also makes sure that substitute employees are paid accurately and on time each week for all of their hard work. Additionally, they assist employees in enrolling in our direct deposit or free debit card program for their convenience.

## Technology

The technology department ensures optimal functionality and communications in system software and hardware. Experts in security, this team will work diligently to keep district systems absolutely safe using advanced firewall technologies and security fail safes.

ESS also employs veterans of Frontline Education and other staffing management companies to our own team to ensure we deliver the industry's most comprehensive technology experience to districts for all utilized systems. These experts allow us to customize those systems with unique, impactful efficiencies and improvements.

## Education and Training

The training team leverages extensive experience to provide industry-leading training to thousands of employees. ESS' training instructors provide in-person seminars and follow-up training classes to guarantee that we deliver employees who are skilled and up to date in the latest practices.

# Appendix A: Performance Capabilities

## Customer Service Tasks

ESS District Team performs the essential customer service tasks below to create open communication practices and allow our district partners unrestricted access to the program's performance in their schools.

- Build and maintain district relationships through in-person meetings, monthly reviews, budget attainment, talent development planning, and involvement in strategic initiatives
- Develop an intimate understanding of district needs and establish timelines to deliver on those needs
- Monitor, report, and analyze data to identify successes, extrapolate trends, and craft actionable steps toward improvement
- Guarantee that district needs are met through daily communication through email, phone calls, school visits, and district administration meetings
- Collect feedback from district administration and school principals at every opportunity possible
- Allocate personnel and resources to prioritize initiatives and tasks to guarantee district satisfaction
- Revise recruiting and operational activities to meet district needs
- Track potential risks and problems to strategize solutions
- Resolve issues thoroughly and implement solutions
- Satisfy human resources' needs regarding recruiting, hiring, evaluating, and supervising employees
- Generate and deliver reports detailing operational and financial performance
- Analyze absence patterns to understand teachers' absence behaviors better
- Work with district on initiatives to reduce absences, hence reducing district costs
- Create a customized, rated client survey to assist us in measuring satisfaction with our performance in schools
- Ensure absence management systems are correctly running, and district staff and substitutes are well-trained
- Guide all substitute employees moving through the application process
- Maintain accurate and up-to-date documentation on substitutes credentials, trainings, incidents, and substitutes that have been removed from a school or District
- Utilize online recruiting resources and in-house applications to identify the highest quality candidates
- Actively recruit by: targeting recent college graduates and local retired teachers, attending community job fairs, hosting ESS job fairs, attending school events, and building relationships with organizations in the community
- Analyze the absences in schools and reach out to substitutes to fill these positions, even absences reported at the last minute
- Meet with the principals, school staff, and substitutes

## Appendix A: Performance Capabilities

### **24. Describe you company's conflict resolution strategy, both with staffers provided by your company and with customers.**

The ESS District Team will handle the day-to-day management of the substitutes working in schools, including conflict resolution. Each substitute employee working in a district will maintain the high professional and safety standards. Additionally, the team will swiftly and efficiently resolve any necessary action in the event of unsatisfactory substitute performance.

#### **Expectations of Employees**

##### **Professional Appearance**

Employees are expected to maintain a high standard of professional conduct and professional appearance. They will follow the district's and ESS' specific professional appearance policies. Substitute employees are expected to keep their attire and person neat, clean, and well-kept at all times. Employees will not be permitted on district property if they are not dressed appropriately.

##### **Professional Conduct Policy**

Employees are expected to follow proper conduct and ethics. Employees will strictly adhere to school district's and ESS' standards of professionalism, security, and conduct including the district's policy on Drug and Tobacco Free environment.

##### **Guarantee of Safety**

ESS' foremost commitment is to the safety of students and personnel. We will notify the district of safety concerns immediately when discovered. Substitute employees are prepared with a thorough understanding of the importance of student safety and preventative measures. The interactive training class and supplementary training manuals discuss various topics of safety extensively, including but not limited to: accident prevention, student behavior concerns, school and classroom safety, and accident reaction and reporting procedures. Employees are guaranteed to be conscious of district safety policies concerning the students and themselves.

##### **Accidents and Injury**

Our district partners retain no responsibility for pursuing and investigating workers' compensation claims for ESS' employees. We conduct a full accident investigation to determine the cause of the accident, as well as ways to prevent further accidents in the future. In the event of an injury, ESS staff should immediately call our human resources department. District staff and ESS employees can find information related to workers' compensation on the "Resources" tab of ESS' website. Here, users will find all relevant documentation, including company injury reporting procedures and a list of designated health care providers in the area.

# Appendix A: Performance Capabilities

## Evaluations

ESS substitutes are provided evaluations and internal performance reviews. These forms of measurement help employees understand their requirements and guarantees they are effective. Evaluations and reviews will be conducted in accordance with policies and will address employee performance, professionalism, and progress.

## Self-Evaluations

Every employee is expected to complete an employee evaluation. Employees are provided the evaluation through an electronic survey. This evaluation provides the substitute with a rubric for self-assessing their effectiveness, through various indicators on a rating scale.

The ultimate goal of this evaluation is to create a common standard for what constitutes a high-quality educational experience for the students ESS employees serve, and how ESS can measure areas of improvement as professionals who are striving for increased effectiveness. In addition to the rating scale, the survey also provides room for comments and notes, allowing for a more profound self-assessment. The results are used for personal reflection, program improvements, and professional development planning.

## Classroom Evaluations

We can perform classroom evaluations at a district's request on. The ESS District Team will work with a district's Human Resources team to conduct substitute evaluations. Substitutes are evaluated on a satisfactory / unsatisfactory rating scale on criteria including conduct, professional demeanor, and job responsibility skills.

## Appendix A: Performance Capabilities



### **Resolving Unsatisfactory Performance**

Although we take painstaking measures to hire skillful individuals who will perform optimally in schools, we have procedures in place to address unsatisfactory performance. In the event of an incident, District employees simply submit an incident report through the resources portal on ESS' website. A sample of the incident form is on the next page. The incident portal tracks and saves all data in our system. The ESS team will handle each incident with extreme urgency and will take action as soon as an incident is reported. Once submitted, a copy of the incident is simultaneously sent to the District's human resources department for full transparency.

Each incident is treated with the utmost importance. We will partner with the school administration to determine if termination is appropriate. ESS will also block any employee that a district does not want working in a specific school. This type of partnership alleviates some of the strain put on district human resource staff and allows them to focus on other key areas.

### **Incident Reporting Enhancements**

ESS' incident portal functionality and processes are being enhanced. These improvements are focused on a grading scale and a retraining program.

The grading scale will allow district staff to "grade" the severity of incidents. This grading will allow for the possibility of retraining and retaining substitutes who have committed less serious offences, which will help further improve fill and retention rates.

The retraining initiative will alert the training team of any recurring issues that may arise within the substitute's job performance. Substitutes with less serious incidents will attend additional trainings to help correct their subpar performance and stop any recurring issues. We have found that many substitutes with minor incidents don't realize the reasons for their poor performance. With a little mentoring and extra training, most substitutes that had minor incidents become valuable employees.

### **Immediate Resolution**

The ESS Team will be able to immediately resolve any issues that may arise. They will be available for face to face meetings, phone calls, and email to answer any questions or resolve any concerns. The ESS team that will also be available for in-person meetings, phone calls, and emails at any time. Our goal is to support our district partners and have a successful partnership based on continued improvement, transparency, and results.



# Appendix A: Performance Capabilities

## **Conflict Resolution with District Partners**

We strive to always provide the best possible service and value to our district partners. Should a district partner be unhappy with our service, however, the ESS District Team is always available and willing to have a conversation about we can further improve our service. It is our continuous goal to serve districts and the highest level, and the best path toward such service is open and frequent communication at all times.

To serve the goal of open communication and resolving any district concerns, the ESS District Team provides a tailored customer service plan for the district it serves. These communication plans include:

- School Visits
- Monthly Meetings
- Talent Pool Assessment
- Employee Evaluations
- Mid-Year and Yearly Performance Reviews
- Recruiting Performance Tracking
- School District Evaluation

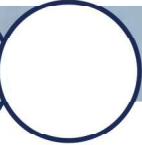

## **Principal/Administrator Report Card Survey**

Designed to gather crucial program feedback, the Principal Report Card survey will be sent to all principals and administrators throughout the year. These surveys are currently administered also alert the ESS District Team of any new recruiting events occurring in the community. On the following pages are a sample of the survey.

# Appendix A: Performance Capabilities

## Principal/Administrator Report Card Sample

PRINCIPAL SURVEY



**Please complete this brief survey to help us understand your current level of satisfaction with our services. Thank you for your time!**

\_\_\_\_\_  
*First Name* *Last Name*

\_\_\_\_\_  
*Name of School*

<i>Please completely fill in one circle per row to indicate your level of satisfaction.</i>	VERY SATISFIED	SATISFIED	NEUTRAL	DISSATISFIED	VERY DISSATISFIED
1. ESS' substitutes arrive on time and check in with the main office.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
2. ESS' substitutes are prepared, dress professionally, and interact with students and staff in a positive manner.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
3. ESS' management team is responsive and attentive if an issue or concern arises.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
4. ESS' management team is visible and active in my school.	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

**Recruitment:** Are there any upcoming events that ESS can be a part of (parent nights, back to school nights, etc.)? Please specify:

\_\_\_\_\_

**Comments:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## Appendix A: Performance Capabilities



**25. Describe your company’s hiring and vetting process, and how your company assures that only high-quality professionals are fulfilling the staffing needs of your customers. Specifically include your company’s background check policy and procedure.**

Your member districts’ classrooms will be filled with staff that have the skills, certifications, and knowledge required for each unique position. Staff undergo an in-person interview to assess previous experience, critical thinking, communication, confidence, and professional demeanor. The entire hiring process from recruiting, screening, hiring, training, placing, evaluating, disciplining, and managing will be designed to deliver a culture of excellence in the District.

Staff will be provided with benefits and an extensive support network. Candidates are carefully guided through each step of the hiring process by the ESS team. They are in regular contact with personnel and available for support during extended office hours. They also monitor credentials making sure each and every employee is properly guided and compliant to work in schools. By providing substitutes with benefits and ample support, districts are staffed with happy, confident, engaged personnel.

### **Quality Assurance in The Employee Hiring Process**

To ensure high-quality professionals are placed in your member district’s schools, our hiring process is designed to evaluate employee from beginning to end. It starts with identifying candidates who could best serve our district partners, and ends with our thorough training and retention programs. Each step is integral to ensuring that a district’s unique criteria are met and that they are provided the best staff possible.

# Appendix A: Performance Capabilities

## Identifying

Our hiring process begins with targeting promising individuals that meet the exact specifications of each partner district. The ESS team finds qualified candidates for every position required. There are several key characteristics we look for in each ESS employee:

### **Caring**

Staff need to be interested in working with children and helping students achieve. They need to be friendly, empathetic, and sensitive to students' needs.

### **Patient**

At times a job may seem thankless, repetitive, and frustrating for long periods, interrupted by meltdowns and medical emergencies. The best ESS team members remain calm and patient in crisis.

### **Organized**

Making sure students receive the best instruction possible requires advanced planning. It is also important in achieving goals.

### **Communicative**

ESS support staff need to be great listeners and make an effort to understand what students are trying to communicate. They must be able to articulate information and instructions clearly and in terms that students can understand, which sometimes requires paraphrasing or interpreting information. They must be observant of students' body language indicating unspoken problems.

### **Cooperative**

The supporting staff member is only one member of the educational team. They have to cooperate with others to enhance the students' school experience while working with teachers, principals, and other school staff.

### **Creative**

ESS staff should be able to think outside the box to come up with creative solutions where traditional methods fail when working with students.

### **Positive**

Students succeed when they believe in themselves. One of the surest ways of instilling this self-confidence is by supporting students with support staff who exude optimism and a positive attitude. They should believe in their mission, their own talents, and the abilities of the students.

### **Adaptable**

An effective supporting staff team member is able to adjust to situations while providing a productive learning environment.

# Appendix A: Performance Capabilities

## Recruiting

ESS will invest in a thorough and detailed step-by-step process to recruit a large pool of qualified staff for districts. Our recruiting process is continuous and proactive, ensuring that districts will have a large, healthy substitute pool.

The ESS district teams will focus on each school to quickly build rapport with principals and school personnel, forge community relationships, and gain the knowledge necessary to recruit the highest quality and quantity of substitute personal for each school.

ESS doesn't believe in a "one size fits all" approach to recruitment. It is our job to figure out what works best for each partner district and customize a plan to meet its unique needs. Below are a few of the customized recruiting techniques that we frequently use:

## Community Recruiting

ESS builds a strong community presence with districts to create opportunities to recruit qualified community members interested in working in schools. ESS will identify candidates in the community that will make a positive impact within classrooms. We will be active and accessible in the district community by building relationships with community members.

- **ESS Job Fairs - In-person and Virtual**

To find candidates who will best understand and serve student populations, we will host in-person community job fairs. These fairs will be regularly held throughout our partner districts. In response to COVID-19, we are also hosting virtual job fairs through Zoom.

- **Chamber of Commerce**

ESS will work with local Chambers of Commerce. With the Chamber, ESS will build relationships with local businesses and leverage networking opportunities to promote jobs through associated websites, newsletters, and other media.

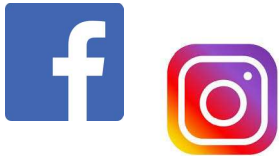
- **Events, Fairs, and Festivals**

ESS will participate in parades, host booths, hand out flyers, and greet the community to get the message out about substitute opportunities at districts. We will attend events, fairs, and festivals throughout district communities.

## Appendix A: Performance Capabilities

### Digital Campaign

The ESS District Team creates marketing campaign utilizing job posting message boards and social media to find candidates across districts.



### Social Media

ESS leverages social media to connect with candidates through targeted Facebook and Instagram ads, filtering our searches by location and college degree. Through Twitter, we look for candidates by profession, location, skill set, hashtags, and keywords. Through LinkedIn, we leverage the platform's robust interest groups, job posting, and recruiting tools.



### Online Job Boards and Broadbean

We use many individual online job boards, such as Indeed, CareerBuilder, and Glassdoor. We are able to post positions and search a database of resumes to match the skill sets needed.

ESS uses Broadbean technology to integrate with thousands of job boards, resume databases, and social and professional networks to find qualified talent quickly and efficiently. The platform allows us to drive efficiency by creating one search to return results for all our digital recruiting channels, including multiple job boards, at all once.

### Grassroots Advertising

The ESS District Team will create and execute a grassroots campaign, using everything from flyers and yard signs to source the perfect employees for schools and students.

If you are interested in being a substitute for the district next year, please  
**SIGN UP WITH ESS!**  
Find our form in the main office.



**SUBSTITUTE ORIENTATION SESSIONS**

DAY	DAY	DAY	ALL FROM
MONTH	MONTH	MONTH	XX - XX
DATE	DATE	DATE	

SESSIONS WILL RUN EVERY HOUR!

LOCATION NAME | Address, City, State Zip

QUESTIONS? Reach out to us at 800.641.0140 or SupportSouth@ESS.com

Learn more at ESS.com

SUBSTITUTE TEACHERS & SCHOOL AIDES

# NOW HIRING



Learn more at ESS.com

# Appendix A: Performance Capabilities



## College & Universities

College students looking to start their careers in education or special education are strong candidates for ESS positions. We will form close relationships with local colleges and universities to build a large pool of qualified candidates eager to begin working in the classroom.

- **Campus Events**

We join campus events, such as career fairs, to meet jobseekers, collect resumes, and explain the benefits of working as a substitute.

- **Career Centers**

Career centers are vital to our recruitment efforts. We closely work with the centers, discussing potential ways to reach new graduates, post job opportunities, and form partnerships with career counselors so they continually send qualified candidates to apply to district positions.

- **Education Departments**

We build relationships with professors and key personnel in education departments to recruit students who are pursuing careers in K-12.

- **Handshake**

Handshake is a digital tool that allows us to scale our college and university recruiting. We are able to reach multiple college and university career centers at once. With Handshake, we can define and save our hiring criteria, then tap into the most engaged student audience. These scaling and efficiency features allow us to recruit quickly and efficiently.



# Appendix A: Performance Capabilities

## District Recruiting

Many of the best candidates for ESS are those that already have demonstrated experience or interest in the school district. Retired teachers, parents active in schools, and previous applicants for full-time positions are all excellent candidates. These individuals have established relationships with the students and a vested interest in the district, making them ideal substitute employees.

- **District Events**


ESS is eager to participate in events held throughout our partner district communities. Attending and participating in district events also allows the ESS team to target qualified parents who would enjoy working while their children are in school. A few types of events that we would attend are back to school nights, football games and other sporting events, plays, school festivals, and PTAs.

- **Retired and Aspiring District Staff**

We will solicit local retired teachers to encourage them to use their experience in education to engage local students and further promote education in the community. Additionally, individuals that had previously applied to full-time district positions may be interested in joining ESS to work in districts as a substitute employee.

- **Word-of-Mouth Referral**

ESS has established incentives for district staff to refer qualified candidates to work for us. District staff are encouraged to participate in our employee referral program and receive \$75 gift card for each successful working referral.



The form is titled "REFER A FRIEND" and features the ESS logo with the tagline "Every day counts." The header image shows two women, one with curly hair and one with straight hair, looking at a tablet together. Below the header, the text reads: "Earn \$75 for each person you refer!" followed by a paragraph explaining the program. It states that the user must be an ESS employee or a school district partner, and that the friend must be a qualified candidate (substitute teacher, paraprofessional, or school support staff member). The form includes fields for the user's first and last name, email, street address, city, state, and zip code. It also includes fields for the friend's first and last name and email. A checkbox for "I agree" is present, along with a "Submit" button. At the bottom, a note states: "The ESS Referral Program is funded solely by ESS."

**Earn \$75 for each person you refer!**

Do you work for ESS or a school district that partners with ESS? Do you know someone who would make an excellent substitute teacher, paraprofessional, or other school support staff member? If so – we want to hear from you! Simply fill out our referral form below. If your friend applies, gets hired, and meets the eligibility requirements, you'll receive your referral bonus. [Click here](#) for full program details and regulations.

**Please note: this form must be submitted before your friend applies to ESS.**

Your First Name\*  Your Last Name\*

Your Email\*   
ESS Employees: Use the email on file with us. School District Employees: Use your district email.

Your Street Address\*  Your City\*

Your State\*  Your Zip Code\*

Friend's First Name\*  Friend's Last Name\*

Friend's Email\*   
To receive credit for this referral, your friend must apply using the email address you provide below.

By submitting this form, you acknowledge that you have read and agree to all [ESS Referral Program Details & Regulations](#) and that you have verified the accuracy of the information supplied in this form.

☐ I agree.\*

The ESS Referral Program is funded solely by ESS.

# Appendix A: Performance Capabilities



## Screening

### In-Depth Interviews

Each applicant goes through a structured screening process in which the candidate is thoroughly evaluated. This process ensures only the best candidates with the correct credentials are hired to work in your schools.

- **Phone Screen**

The phone screen determines the seriousness and commitment of the applicants to the district and our company, as well as their ability to articulate information and communicate effectively.

- **Group Interview**

During this in-person session, applicants are evaluated on their critical thinking skills, enthusiasm, communication skills, confidence, and professional appearance. This session is carefully designed to assess the candidate's ability to perform in a real school setting. Their skills as educators are tested.

- **Credentialing Screen**

Candidates must possess proper clearances, certifications, and credentials to be hired. Substitutes will not be allowed to work within districts until all valid credentials are logged in our system.

- **District Interview**

Districts may interview any candidate and could be asked to provide a reference if the candidate had been a district employee previously.

### Online Meet & Greets

To ensure safety during COVID-19, we have been holding virtual orientations with substitute candidates. This allows us to meet applicants, answer questions, and determine the commitment to working in school districts. During these meets and greets, we also walk candidates through the hiring process.

# Appendix A: Performance Capabilities

## **Credentialing**

ESS' compliance department manager will guarantee paperwork is completed accurately and certifications, permits, and clearances are submitted. Employees' credentials are continuously monitored and audited. The substitute employees who work in schools will be compliant with the state departments of education, district requirements, and other state and federal laws.

Candidates must possess proper clearances, certifications, and credentials to be hired. Substitutes will not be allowed to work within a district until all valid credentials are logged in our system. All documentation will be kept and maintained for at least five years.

The credentialing process includes criminal background checks, which are a key component of our screening process. As the requirements of criminal background checks vary from state to state, so too do the specific background checks we run. Regardless of the state however, all employee backgrounds are checked to the very highest standards of state, federal, district, and ESS' standards.

## **Compliance Assurance**

Absence management systems will be built to mirror the regulations and certifications of your member districts. An employee will only be able to view an assignment for which they hold the required credentials. If an employee's certificate has expired, or the maximum number of work days allowed by that certificate is exceeded, the employee will no longer be able to accept positions. Employees will not be able to accept assignments if any of their other clearances or credentials are missing or invalid.

Our applicant system provides automated, error-proof auditing of employee credentials and notifies our team when credentials need to be renewed. Our compliance team helps the employees update their credentials before they expire so there is no gap in service.

Additionally, our in-house counsel is up-to-date with state and federal legislation. Upon any changes or updates in laws, ESS' systems and processes are revised to reflect the new regulation.

## Appendix A: Performance Capabilities



### Training

ESS staff will be trained through ESS' own comprehensive, specialized training program. We take pride in providing the most comprehensive, consistent training to all substitute staff.

While many staffing companies rely on remote, computerized training methods for their staff, ESS understands the necessity of training staff live before they begin working with students. Prior to working in your schools, ESS substitutes participate in an in-depth training that provides them with the confidence they need to succeed.

These trainings allow for a level of completeness and assessment that is not possible through methods utilized by other staffing companies. ESS also utilizes this initial training class to review a district's procedures and to stress our high standards of professionalism. Any part of the training can be customized to meet district needs.

### Key Advantages to ESS' Training Program

- Specified training class for each staff position, including ESS' copyrighted training guide
- A team of expert trainers consisting of former superintendents, principals, teachers, behavior specialists, and certified school administrators
- Trainings are delivered through in-person and online learning classes
- Classes are customized to meet district requirements
- Provides one final check to ensure the staff meet the requirements of the positions they are about to fill and will excel in their respective roles

### COVID-19 Virtual Training Sessions

ESS is committed to protecting the safety of all ESS employees, district staff, and students. As such, ESS has been hosting some training sessions virtually during the pandemic. Districts can be confident that these trainings are just as comprehensive as our traditional training methods, and they can be adjusted to any additional needs as necessary.

# Appendix A: Performance Capabilities



## **In-Person Training - Substitute Teacher**

ESS' training program for substitute teachers details the importance of establishing a positive classroom environment, managing the classroom, and ensuring the continuity of student education. Training instructors emphasize the substitute employee's professional responsibility for maintaining the safety, health, and welfare of the students under his/her supervision. Substitute teachers are trained in effective classroom management, following lesson plans, and instructional strategies. Below is the framework of the training:

### **Source 1: General Information for Substitute Teachers**

- Ten Steps to Becoming a Successful Substitute Teacher
- Expectations, Professional Conduct, Responsibilities
- Daily Operations Procedures
- Top Twelve Principles for Substitute Teachers
- Accidents/Illnesses
- Emergency Evacuation/Fire Drills/Intruders/Lockdown Procedures

### **Source 2: Classroom Management**

- Basic Classroom Management Components/Setting the Tone
- Minimizing and Diffusing Confrontations
- How to Get and Maintain Students' Attention
- Communicating and Connecting with Students
- Classroom Management Situations

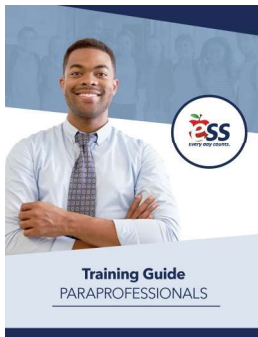
### **Source 3: Lesson Plans and Teaching Strategies**

- Lesson Plans and Delivery of Instruction
- Teaching Strategies
- In the Event There Are No Lesson Plans
- Special Education
- Daily Log and Feedback Report
- Working with Students and Support Staff

### **Source 4: Selected School Procedures and Policies**

- Important School District Policies and Procedures
- Harassment, Intimidation, and Bullying
- Drug/Alcohol/Suicide Intervention
- Child Abuse/Neglect Reporting
- Bloodborne Pathogens
- Accident and Injury Prevention
- Safety and Emergency Protocols

# Appendix A: Performance Capabilities



## **In-Person Training - Paraprofessional**

The paraprofessional training cultivates an extensive understanding of adaptability, student interaction, positive attitude, behavior management, and special education needs. Paraprofessionals receive thorough training in the characteristics of varying disabilities and supporting education based on each student's academic, physical, social, emotional, and personal needs. The training program concentrates on a wide scope of disabilities, including autism, Asperger syndrome, limited mobility, anxiety disorders, and more. The training guarantees employees are well-prepared to meet each student's needs, improve learning, and carefully implement individualized education programs.

### **Source 1: General Information for Paraprofessionals**

- Paraprofessional Services
- Inclusion
- Students, the Instructional Paraprofessional, and the Educational Team
- Daily Operating Procedures
- Instructions for Student Accident or Illness
- School Emergency Procedures

### **Source 2: Individuals with Disabilities Act (IDEA)**

- IDEA Classifications
- The Individualized Education Program (IEP) and 504 Plan
- Characteristics, Educational Strategies and Techniques of Classifications
- General Educational Strategies and Techniques

### **Source 3: Fostering Positive Student Support**

- Establishing an Appropriate Connection
- Encouraging Positive Student Behaviors
- Moving Students Toward Independence
- Data Gathering
- Behavioral Plan Implementation

### **Source 4: Professional Guidelines**

- Professional Conduct
- Understanding the Importance of Confidentiality
- Physical Contact

### **Source 5: Teamwork**

- The Ten C's of Teamwork
- Collaboration with the Classroom Teacher
- Interacting with Building Personnel

### **Source 6: Selected District School Policies and Procedures**

- Important School District Policies and Procedures
- Harassment, Intimidation, and Bullying – HIB Policy
- Child Abuse/Neglect Reporting Requirements
- Bloodborne Pathogens

### **Source 7: Resources**

- Online Resources
- Accident and Injury Prevention
- Using Frontline Absence Management



## Appendix A: Performance Capabilities



### Online Training - Global Compliance Network (GCN)

#### Online Training Modules

Substitute employees complete periodic internet-based training modules via the Global Compliance Network, GCN. GCN enhances the professional development of substitutes through the provision of informative modules on topics such as classroom management for different grade levels, ethics and boundaries for school employees, understanding aggressive behavior, cyber-bullying, special education, and autism. There are over 150 educational modules available. Substitute personnel will complete modules in GCN based on state and district's requirements.

Based on the type of substitute employee, we require a certain number of specific modules to be completed. We further encourage employees to take any additional modules that they feel will be beneficial to them.

Below are some of the training modules frequently completed by our staff:

Active Shooter Safety	Ethics & Boundaries for School Employees
ADHD	Diversity for Employees
Alcohol and Drug Awareness for Employees	First Aid in Schools
Autism	FERPA
Anti-Bullying for Students	Education Rights of Homeless Students
Behavioral Interventions for Students with Disabilities	Mental Illness Awareness for Educators
Bloodborne Pathogens	Playground Safety
Child Abuse Awareness	Professionalism
Classroom Management	Safe Lifting for Special Education
Confidentiality	School Safety
Cultural Awareness	



# Appendix A: Performance Capabilities

## Additional GCN Classes by ESS

Just as a student is never finished learning, the training of an educational professional should never end. Each day, innovative techniques are developed to improve the student learning experience. We seek new methods and provide supplementary training to keep employees refreshed in the latest techniques. In addition to GCN's modules, GCN also hosts ESS training videos.

- **Bullying and Child Abuse**

As educators, substitutes must be familiar with the signs and symptoms of bullying and child abuse among students. They must recognize these signs and follow proper procedure to report and prevent these abuses to ensure student health and safety at all times. In this module, employees learn the various types of maltreatment, abuse, and bullying, and the steps to take to address these issues.

- **Classroom Management**

It takes more than following standard classroom procedures to work in a school and provide quality education successfully. Managing the classroom is essential to giving every student a valuable learning day. Employees learn some of the basic techniques of classroom management, and the distinct differences between “controlling” a classroom and “managing” a classroom. They will understand the steps to minimize problems and establish themselves as a positive authority figure for students.

- **Company Incident Reporting Process**

When working in a school district, it is essential for ESS employees to perform responsibilities diligently and professionally at all times. By understanding the factors that contribute to an incident report, substitute teachers and paraprofessionals may avoid performance issues and punitive measures that result from repeated, or severe, incident reports. This module discusses ESS' procedures for reporting incidents concerning inappropriate behavior of employees.

- **Daily Operations**

Regular routines and daily operations are essential to students and schools. Employees learn the basics of daily operational procedures and adhering to the regular teacher's classroom routines, including signing in, classroom introductions, and taking attendance. These standards help to create an orderly classroom and school experience for the employee and the students.

- **Injury Prevention and Workers' Compensation**

Just as students' safety is a top priority, it is also essential for ESS employees to consider their own safety when working in a school district. Many factors that contribute to workplace injuries, but many can be prevented. While each workday may be different, there are simple precautions that substitute teachers and paraprofessionals can take to ensure they and their students do not sustain an injury. In the rare event of an injury, it is necessary that employees know the proper school and company procedures for reporting the injury and receiving treatment.

- **Instructional Strategies**

In the absence of lesson plans, “free time” can lead to inappropriate student behaviors and classroom management problems. It is essential to have additional activities prepared to maximize instruction and focus students. This module explores ideas that the employees can use in the absence of lesson plans or when students complete the activities prepared by the classroom teacher.

# Appendix A: Performance Capabilities

## Ongoing Training

Our commitment to our district partners includes our promise to customize a training program for your them. Every substitute working in your schools will be well-prepared and trained for your requirements. Substitutes will have access to ongoing training. These ongoing trainings are available in multiple forms:

- **Annual Training**

We offer an annual training for returning substitutes to the new school year. Employees attend this training to discuss new developments in instructional and safety strategies, reinforce ideas, and implement any additional information as requested by the district.

- **Additional Training Requested by the Substitute**

ESS will host a substitute training class every other week for substitutes that want to work at the district. Substitutes are welcome to reattend these regular in-person trainings.

- **Additional Training Requested by the District**

The district may request that substitutes undergo additional training on any topic and ESS will implement it into your customized substitute training program. Additional training could include:

- Bullying Prevention
- Confidentiality Training
- Electronic Use Policy
- Reporting Child Abuse and Neglect
- Seclusion, Isolation, and Physical Restraint
- Emergency Preparedness
- Preventing Child Sexual Abuse
- Sexual Harassment Awareness Training
- Intruder Training
- Crisis Prevention Intervention

# Performance Capabilities

## Hiring

### Photo ID Badge

After the in-person training, photos are taken of each employee. The photos are used for the ESS issued photo identification badge. These badges are provided to every substitute employee. The badge is provided at no cost to the employee or the district.

Substitutes and other ESS employees will not be permitted on a district's property if they are not carrying their ESS badge. We will be in compliance with all district policies.



### Offer Letter

Upon successful completion of the screening and credentialing process and participation in the training program, applicants receive formalized offer letters of employment with ESS.

### Employee Packet

ESS wants new employees to feel welcomed and be prepared to work in a district. We provide detailed employment information in their new employee packet.

- |  |   |
|--|---|
| ✓ ESS Employee Manual                    | ✓ Tip Sheets for Using Absence Management                 |
| ✓ Direct Deposit and PayCard Information | ✓ Injury Reporting Procedures                             |
| ✓ Pay Date Schedule                      | ✓ Tips & Reminders  |
| ✓ Payroll Portal Registration            | ✓ ESS Resource Portal Access                              |
| ✓ Health Benefits Enrollment Guide       | ✓ School Information - Locations, Start Times, & Policies |
| ✓ 401(k) Enrollment Packet               |   |
| ✓ ESS Contact Information                |   |

# Appendix A: Performance Capabilities

## Retention

ESS understands the importance of retaining valuable staff to ensure consistency in schools. To that end, we consider our retention programs a core component of our hiring process, as they help ensure that the high quality substitutes hired continue to work in your member districts for as long as possible.

We have heavily invested in our employee retention and satisfaction initiatives. We offer a variety of benefits, perks, and learning opportunities that keep employees motivated, prepared, and engaged. We believe strongly in connecting with substitute employees to understand their needs and to meet those needs.

## Advocating for Full-Time Hire

We encourage districts to hire any ESS employee for a full-time position at no cost to themselves or the employee. Many of our district partners will hire our employees for full-time positions in their schools, some hiring upwards of 250 ESS employees per year.

## Convenient Pay

Employees enjoy the convenience of receiving a paycheck for their work every week, available as direct deposit or through our free debit card program.

## Economic Security

Employees are offered a 401(k) retirement plan and, since we are a private employer, substitute employees are afforded the opportunity to apply for unemployment through the state in the summer.

## Comprehensive Support

Employees are provided with unparalleled customer service through dedicated support channels. Our employee engagement team is available to assist with questions and help on being placed for vacancies. The ESS District Team is also available everyday to provide personalized support to substitutes.

## Health Benefits

We offer health benefits to employees and their families, regardless of hours worked. Employees have the option to enroll:

- Minimum Essential Coverage (MEC)
- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Critical Insurance
- Accident Insurance
- Disability Insurance

# Appendix A: Performance Capabilities



## ESS Monthly Raffle

Each month, we give away exciting prizes to lucky employees who meet or exceed certain work frequency and performance qualifications. We reward our most dedicated people with an opportunity to win something big each month. The more days they work, the more chances they have to win. Some of the prizes have been gift cards, Apple Watches, Kindle Fire, Xbox One, and a Samsung Chromebook.

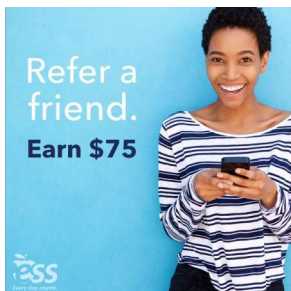
## Recognition

- **Employee of the Month**

Employees are nominated by district employees each month. The winners receive a \$50 gift card, a letter of appreciation, as well as a coffee tumbler.

- **Impact Award - Employee of the Year**

This award is given once a year during Education Week. It is based on the total number of days worked in a one-year period, feedback from our partner school districts, and a commitment to exceed expectations. The winners must go above and beyond their assigned duties every day, having a positive impact on the schools and students they serve. The winners receive a \$500 cash prize, an additional \$500 to donate to the school of their choice, and a crystal trophy.



## Employee Referral Program

Employees are encouraged to participate in our employee referral program. We offer paid incentives to employees for each successful working referral. They earn \$75 for each referral and can earn up to \$2,700 a year.

## Cash Performance Incentives

Substitutes can earn cash rewards for accepting assignments on hard-to-fill days, in hard-to-fill locations, or for accepting a certain quantity of assignments before a certain date.



## Substitute Appreciation Week

As a small token of our appreciation, we raffle off \$250 gift cards every day during Substitute Appreciation Week in the month of May. Substitutes are automatically entered into each day's drawing if they work an assignment that day.

## Perks at Work

Each employee working for ESS enjoys the financial benefits of the Perks at Work program. This employee discount and reward program helps substitutes save money every day on purchases from groceries to vacations.

## Appendix A: Performance Capabilities

### **26. Provide your safety record, safety rating, EMR and worker's compensation rate where available.**

ESS does not have a safety record or safety rating, however, the safety of our partner districts, their students, and our staff, is one of our highest priorities. We take safety extremely seriously, devoting a significant portion of our substitute training to safety procedure and policy.

Our EMR is 1.66. Workers compensation rates depend on the state the insurance is issued.

### **27. Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.**

We have significant capacity and ability to report monthly sales through this agreement to Equalis Group. We have a large, veteran finance department that includes staff specifically devoted to reporting sales based on cooperative agreements. Additional reporting for Equalis Group will neatly fit into our standard financial workflow.

## Appendix A: Performance Capabilities

### 28. Describe the capacity of your company to provide management reports, i.e., consolidated billing by location, time and attendance reports, etc. for each eligible agency.

Districts can depend on ESS to be truly transparent and forthcoming about program data. We understand how crucial transparency is for district decision-makers, and we are committed to providing it so they in turn can do their jobs with the best information and at the highest levels of efficiency.

In addition to daily communication and availability, the ESS Team works closely with district administration and school administration to establish reporting needs and the resulting processes, procedures, and analysis required. These reports are essential to maintaining open communication during our partnership.

ESS can create and customize any report that is needed. Customization and data options are endless. Reports can be exported into simple formats for districts to review, such as PDF, Excel, and HTML. If district officials require a specific report, we will tailor it based on district specifications. Reports can be scheduled to be emailed to any district or school designee daily. We can also train administrators and key staff on all reporting systems.

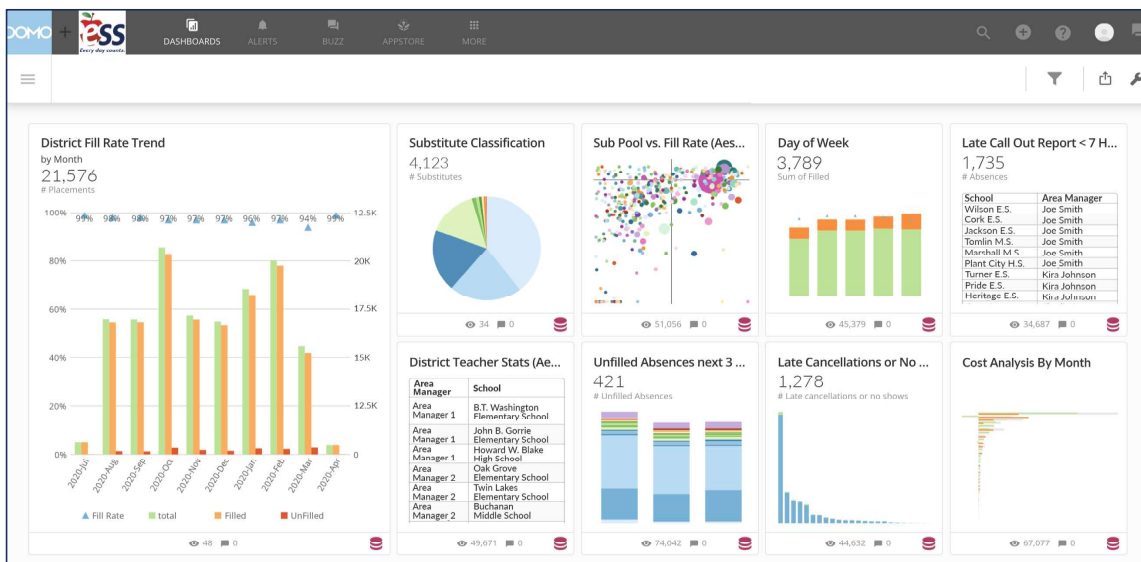
#### Absence Management's Report Writer

District administrators will have full access to the Report Writer function within Absence Management and will, therefore, have the ability to create, run, and analyze ad hoc Absence Management reports with no limitations. The system is tailored to district preferences.



#### Domo

Another reporting tool we use daily is Domo, a reporting software that allows us to pull real-time data on program performance. We can create charts crucial to helping us in forming strategic decisions. Domo has many capabilities, including the ability to quickly drill down into program data to see fill rates by school, day, and position, as well as hiring activity for the District.





# Appendix A: Performance Capabilities

## School District Analysis Report

District Analysis report produces the most comprehensive view of a substitute program, illuminating trends in absence coverage.

- **Trends by Month:** Districts are able to see an increase in absences at different points throughout the school year as well as how our recruiting efforts are working to fill positions.
- **Trends by Day of the Week:** A great tool to spot trends in district employee call-outs. Are they mostly on Fridays or intermittently throughout the week? Using this data, ESS will consult with the district for a solution. One recommended solution is to have on-call substitutes available for days with more call-outs.
- **Trends by Date and Time Entered:** Districts can see when employees are calling out and how that affects whether or not their positions are getting filled. Are employees who have personal or vacation days waiting until the day of their absence to post their positions? Statistics show that absences entered with less than 12 hours before the start of the assignment are much harder to fill than those entered one day prior.
- **Trends by Preference List:** The preference list utilization section shows what type of substitutes are accepting positions: long-term, employee preferred, school preferred, district originals, and other substitutes who are not on any of those lists. Many districts allow their teachers and staff to have a list of substitutes that they prefer when they are absent. The preferred substitute can pick up the teacher's or staff's open position before they are viewed by other ESS substitutes. The district is also able to see how many preferred substitutes are working in the district.

Month	Teacher				Paraprofessional				Clerical				Total			
	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate
September	949	0	949	100.0%	300	5	305	98.4%	52	5	57	91.2%	1301	10	1311	99.2%
October	1557	11	1568	99.3%	494	14	508	97.2%	89	1	90	98.9%	2140	26	2166	98.8%
November	1032	4	1036	99.6%	441	15	456	96.7%	89	0	89	100.0%	1562	19	1581	98.8%
December	1371	30	1401	97.9%	392	50	442	88.7%	93	1	94	98.9%	1856	81	1937	95.8%
January	1836	13	1849	99.3%	640	36	676	94.7%	92	2	94	97.9%	2568	51	2619	98.1%
February	1745	9	1754	99.5%	577	27	604	95.5%	76	0	76	100.0%	2398	36	2434	98.5%
Total	8490	67	8557	99.2%	2844	147	2991	95.1%	491	9	500	98.2%	11825	223	12048	98.1%

## Appendix A: Performance Capabilities

DOTW	Teacher				Paraprofessional				Clerical				Total			
	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate
Monday	1388	15	1403	98.9%	519	34	553	93.9%	83	1	84	98.8%	1990	50	2040	97.5%
Tuesday	1731	12	1743	99.3%	548	32	580	94.5%	94	1	95	98.9%	2373	45	2418	98.1%
Wednesday	1728	10	1738	99.4%	584	22	606	96.4%	97	3	100	97.0%	2409	35	2444	98.6%
Thursday	1806	7	1813	99.6%	654	20	674	97.0%	103	1	104	99.0%	2563	28	2591	98.9%
Friday	1837	23	1860	98.8%	539	39	578	93.3%	114	3	117	97.4%	2490	65	2555	97.5%
Total	8490	67	8557	99.2%	2844	147	2991	95.1%	491	9	500	98.2%	11825	223	12048	98.1%

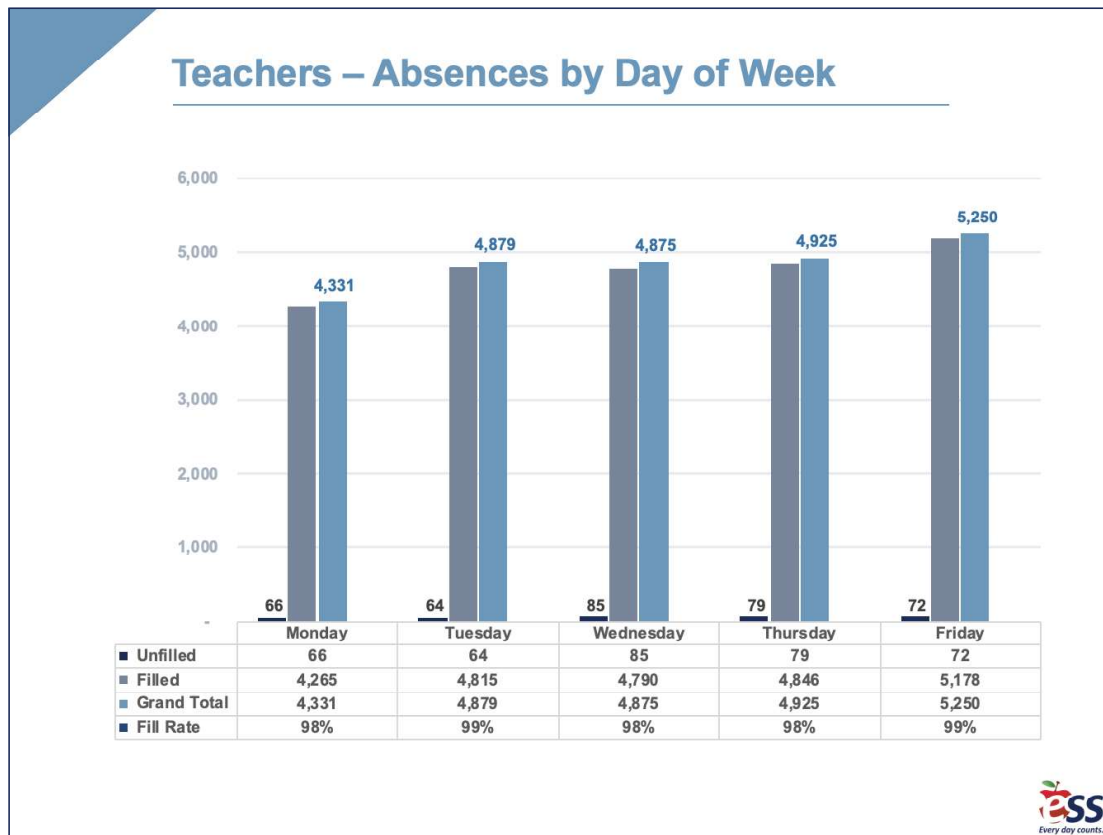
School	Teacher				Paraprofessional				Clerical				Total			
	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate	Filled	Unfilled	Total	Fill Rate
ABC Elementary	1360	13	1373	99.1%	443	7	450	98.4%	36	0	36	100.0%	1839	20	1859	98.9%
XYZ Elementary	1409	9	1418	99.4%	395	17	412	95.9%	25	0	25	-	1829	26	1855	98.6%
ABC Middle	1081	4	1085	99.6%	317	39	356	89.0%	49	3	52	94.2%	1447	46	1493	96.9%
Central Office	1	0	1	100.0%	1	0	1	100.0%	40	1	41	97.6%	42	1	43	97.7%
XYZ Middle	1254	13	1267	99.0%	170	24	194	87.6%	35	0	35	100.0%	1459	37	1496	97.5%
ABC Early Childhood	980	10	990	99.0%	325	21	346	93.9%	31	1	32	96.9%	1336	32	1368	97.7%
ABC High	1307	11	1318	99.2%	526	12	538	97.8%	73	0	73	100.0%	1906	23	1929	98.8%
XYZ High	1098	7	1105	99.4%	667	27	694	96.1%	77	1	78	98.7%	1842	35	1877	98.1%
Operations Building	0	0	0	-	0	0	0	-	125	3	128	97.7%	125	3	128	97.7%
Total	8490	67	8557	99.2%	2844	147	2991	95.1%	491	9	500	98.2%	11825	223	12048	98.1%

Preference List Utilization	Substitute Included on Multiple Preference Lists Counted Only Once							
Category	Teacher	%	Para	%	Clerical	%	Total	%
Long-Term	2048	24.1%	345	12.1%	73	14.9%	2466	20.9%
Employee	3180	37.5%	178	6.3%	133	27.1%	3491	29.5%
School	1422	16.7%	480	16.9%	68	13.8%	1970	16.7%
District Originals	682	8.0%	600	21.1%	131	26.7%	1413	11.9%
ESS	1158	13.6%	1241	43.6%	86	17.5%	2485	21.0%
Total	8490	----	2844	----	491	----	11825	----

## Appendix A: Performance Capabilities

### Day of the Week Analysis Report

The day of the week analysis provides districts with the information needed to track absences and fill rates by day. Showing the absences reported by position type, the number of filled and unfilled absences, and fill rate percentage, this report helps to identify trends in absence occurrences and fill rate success based on the day of the week. Many districts utilize this data to coordinate professional development days on low volume absence days.



### Fill Rates Report

As with all our reports, there are endless ways to pull, save, and view the data. Custom date ranges, position type, and “by school” or “by District” may be chosen. The ESS District Team will work with the District to customize all reports that are needed and as our partnership grows, we can create any new report. The fill rate data can be viewed by percentages, totals, or both.

## Appendix A: Performance Capabilities

### Absences & Call Out Times Report

District employees call out times have a significant impact on the substitute program, as last-minute call outs affect the likelihood of a substitute filling the position. This report benefits the district by tracking employee absence submittal details, including employee name, absence reason, and submittal time. By tracking these metrics, administrations and ESS can minimize last-minute absence submittals and encourage accountability and higher coverage rates.

Date	Employee Full Name	Employee Title	Start Time (Absence)	End Time (Absence)	Absence Type	Absence Reason	Substitute Full Name	Created	CONF#
1/15/2020	Davis, Jane	Teacher	7:30 AM	2:45 PM	Full Day	Field Trip	Carter, Ben	1/12/20 7:25 PM	191931901
1/15/2020	Evens, Jennifer	Teacher PreK	8:30 AM	3:15 PM	Full Day	Family Illness	Bailey, Chelsea	1/12/20 3:26 PM	191890826
1/15/2020	Eves, Sara	Secretary	12:00 PM	4:00 PM	Half Day PM	Vacation	Young, Jack	1/13/20 8:07 AM	191985094
1/15/2020	Flanagan, Erin	Teacher 3rd Grade	8:10 AM	3:05 PM	Full Day	Illness	Moore, Julie	1/15/20 12:48 AM	192374846
1/15/2020	Garcia, Kelly	Para 1:1 Spec Ed Assist	8:15 AM	2:40 PM	Custom	Illness	Waters, Lisa	1/14/20 8:14 PM	192354918
1/15/2020	Jones, Jane	Grounds	7:00 AM	3:30 PM	Full Day	Vacation	Allen, Sam	1/14/20 12:55 PM	190890233
1/15/2020	Johnson, Tara	Teacher Grade 2	8:10 AM	3:05 PM	Full Day	Illness	Clark, Julia	1/13/20 1:50 PM	192078842
1/15/2020	Lee, Brian	Teacher Math	7:30 AM	2:45 PM	Full Day	Personal	Brown, Joe	1/5/20 10:55 AM	190618047
1/15/2020	Martin, Linda	Clerical	8:10 AM	3:05 PM	Full Day	Illness	Harris, John	1/15/20 10:45 AM	192437653
1/15/2020	Miller, Laurie	Teacher	7:45 AM	2:55 PM	Full Day	Illness	Hall, Sue	1/13/20 7:41 AM	191979394
1/15/2020	Moore, Dennis	Teacher Spanish	7:45 AM	2:55 PM	Full Day	Illness	Green, Scott	1/15/20 8:07 AM	192400269
1/15/2020	Parker, Mary	Para PreK Aide	11:15 AM	3:15 PM	Custom	Family Illness	Williams, Anne	1/14/20 6:28 PM	192344085
1/15/2020	Roberts, Nancy	Para	8:10 AM	3:05 PM	Full Day	Illness	King, Kathy	1/14/20 9:32 PM	192362443
1/15/2020	Rodriguez, Jason	Teacher Phys Ed	8:10 AM	3:05 PM	Full Day	Illness	Ward, James	1/14/20 3:25 PM	192310902

## Appendix A: Performance Capabilities

### Absence Report

The absence report is an essential utility that collects reported absences and their reasons into a single, easy-to-understand document. The total absences in a district will be reported by category, as well as the grand total.

Absence Reason	Count of Days
Test Proctor	196
Extra Coverage	3,726
Jury Duty	105
Leave of Absence	779
Meeting Coverage	292
Sick	4,372
Vacation	153
Illness of Other	444
Bereavement	297
Personal	2,074
Professional Day	2,826
<b>Total</b>	<b>15,264</b>

### Mid-Year and Year-End Reports

Providing our partners with detailed reports is one of the ESS standard operating procedures. During the mid-year and year-end reviews, we organize the substitute program data by using easy-to-follow charts and graphs. This data is provided by school and by position type.

# Appendix A: Performance Capabilities

## Monthly Analysis Report

This report analyzes the success of substitute programs as it relates to previous months. The report will list the number of filled and unfilled absences for each position, position fill rate, and grand totals for each school year. These statistics are vital to reviewing annual fill rates, as well as identifying trends in rising or declining absence numbers.

## Total Filled Absences and Vacancies Report

We can provide this report by district, by school, and by position type. The data can be pulled daily, weekly, monthly, quarterly, and yearly. During our mid-year and year-end review, ESS will provide the district all this information in easy-to-read charts.

## Year-to-Year Comparison Report

This yearly report analyzes the success of your substitute program as it relates to previous years. The report will list staff positions provided, the number of filled and unfilled absences for each position, position fill rate, and grand totals for each school year. These statistics are vital to reviewing annual fill rates, as well as identifying trends in rising or declining absence numbers over several years, which often impacts fill rates.

## Other Report Types

School District Analysis	Long-term Assignments
School Building Analysis	Active Guest Teachers
Substitute Coverage Report	Preference List
Year-to-Year Comparison	No Sub Needed Absences
Assignments Filled	Absences by School
Placements by Certifications	Absences by Position
Daily Attendance	Absences by Reason
Incident Report	Absences by Grade Level
Employee Feedback	Substitute Hire Type
Fill Rate Report - Daily, Weekly, Monthly, Quarterly, Yearly	Substitute Daily Fill Report
Certification Level	Preferred Substitute Report
Cost Comparison	Number Days Substitute Worked
Budget Code	Customized Reports

## Appendix A: Performance Capabilities

### **29. Describe your company's ability to break out administrative costs not directly related to servicing the district (as described in Question 16) on invoices to satisfy federal auditors.**

We are able to break out invoices to any level of detail and cost reporting that a district requires, including for administrative costs not directly related to servicing the district. Customized invoicing is a standard service we offer all our district partners, not just those who need specifics for federal auditors.

In addition customized and flexible invoicing, we are able to create unique financial reports that can show cost or program information in a high level of detail and transparency.



# Appendix A: Performance Capabilities

## Implementation Plan

In addition to the performance capabilities identified in the Appendix A: Questionnaire, we wanted to highlight our transition expertise as it is a core performance element to our program.

The transition team contains specialists from every area of our company. They are experts in working with school districts. The team will design the transition to district specifications. We will work in close cooperation with the district to establish an in-depth understanding of requirements and develop a specific timeline. Each aspect of the transition will focus on what matters to the district and community. With over 20 years of experience and more than 750 successful transitions, our team ensures no disruptions to district administration or student education. We have carefully perfected the process of transitioning school districts to our full-service solution, guaranteeing district satisfaction and program success.

The transition team begins discussions and preparations directly after approval. The team will work with district administrators to set goals and hold orientations for faculty, staff, and current substitute employees. These meetings will make sure everyone is well informed about the start-up plan, specific roles and responsibilities, key timelines and, most importantly, the meetings allow the transition team to answer any questions and adapt to newly discovered needs.

The transition plan is a multifaceted process that includes district implementation, employee implementation, school implementation, and systems implementation. ESS will customize the transition to the district's needs. The transition timelines that are provided in this proposal are a guide as to how and when a program would be transitioned into ESS' care. These timelines are only a guide, and can be customized to the needs and wants of the district. Our goal is to create a transition timeline that works best for each and every one of our district partners. Thus, implementation dates and completion dates are both dependent on, and flexible to, the unique needs of each district.

## Transition Success

The success of our transitions and start-ups will be measured by:

1. The conversion rate of the current active substitute staff working in the district
2. The fulfillment of requirements set forth by the district during our initial transition meetings
3. Increase in fill rates with highly qualified substitutes
4. The welcoming of our firm into a district's culture and community

## Appendix A: Performance Capabilities



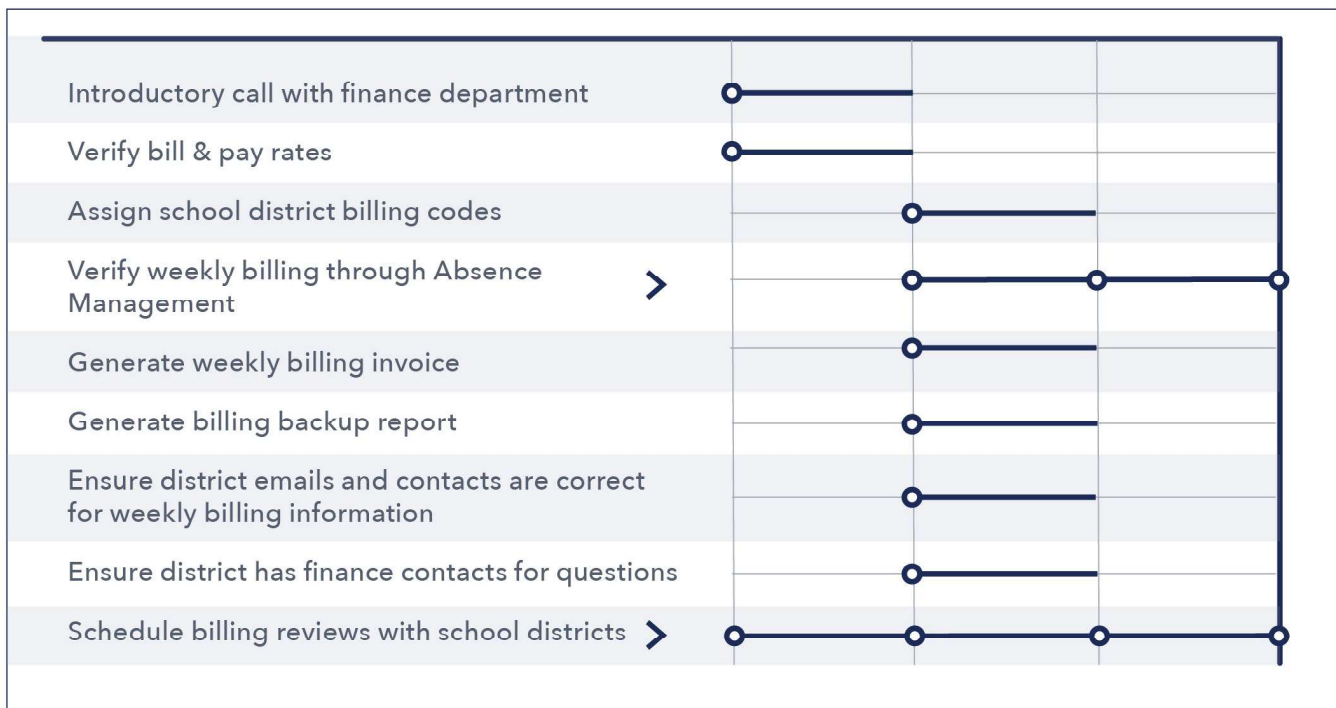
### District Implementation

ESS will arrange a variety of meetings with personnel from the transitioning district to establish expectations, address any concerns, and set a timeline for implementation. We will work together to assess current day-to-day operations and district policies regarding absentee management and substitute placement.

A customized plan of action will be designed to drive the start-up across the district. During the initial expectation meeting, the transition team will work with district administrators to establish a comprehensive implementation strategy that meets every need. We work closely with district officials to guarantee a smooth transition for administration, school staff, substitutes, and students. ESS will present the district with timelines for each area of the implementation process along with a detailed plan of action. We will walk the district through each step of the implementation process. Our goals for the meeting:

- Introduce our management team and exchange contact information
- Discover and address requirements, needs, and concerns
- Establish full timelines for the implementation of the program
- Discuss communication strategies for converting your current substitutes
- Review technology and access to current absence information
- Verify pay and billing rates
- Review our daily operations

## Appendix A: Performance Capabilities



> Ongoing effort

# Performance Capabilities

## Employee Implementation

When school districts partner with a new company, employees are often concerned about the status of their jobs. With ESS' open communication practices, they will quickly discover that their fears are unfounded. A district's active substitutes in good standing will be offered the opportunity for employment with ESS. The background checks for the active substitutes in good standing will be grandfathered in, and they will not have to go through the credentialing process again until their credentials expire. Our transition team will work with the district and substitutes that are with the current provider to assure that we have all proper credentials on file. In Duval County Public Schools as an example, ESS successfully transitioned approximately 1,200 substitute employees from their previous provider within the first two months of our partnership. The substitute pool has since grown to almost 3,000 employees and counting, supporting approximately 130,000 students and over 7,200 teachers.

## Orientation Meeting

After approval, we start the onboarding process of current substitutes by posting flyers in the schools, running digital billboards in the area, announcing our partnership on district websites, and emailing welcome letters with an ESS new employee hire packet. Our goal is to make sure current active substitutes feel welcomed.

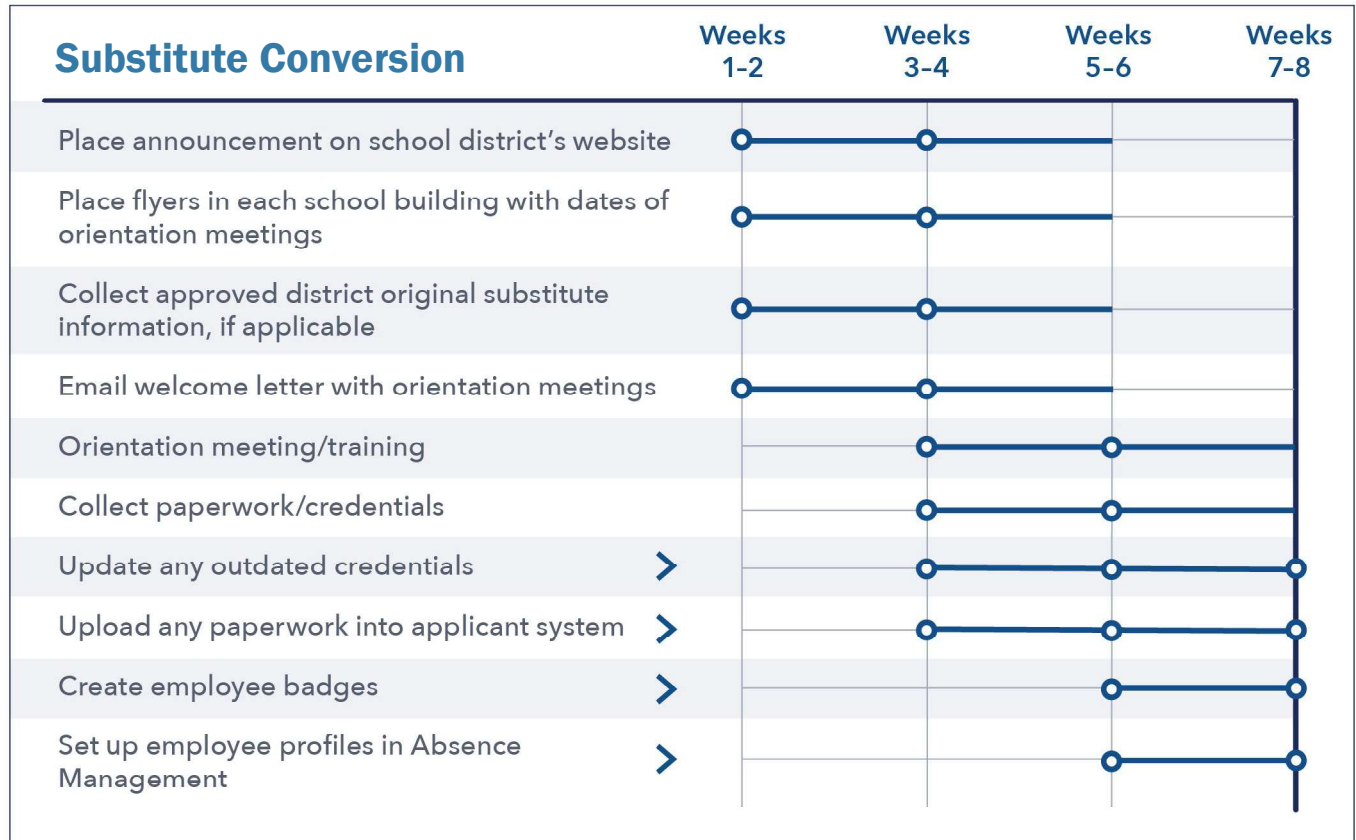
The welcome letter will contain orientation dates, times and locations. A district's active substitutes who will continue to work in the district are required to attend an orientation. This meeting introduces our onboarding process in great detail, demonstrating that we offer support to substitute employees each step of the way. Questions are answered in a town hall format. We also provide an overview of ESS and its benefits, feature our substitute training, and introduce our absence management system and present the system's benefits. We will collect new hire paperwork and meet with each employee one-on-one to address specific needs. We will host orientations all throughout the district.

## Substitute Conversion

The chart below represents a snapshot of the implementation process for district substitute employee to become a part of the ESS family.



## Appendix A: Performance Capabilities

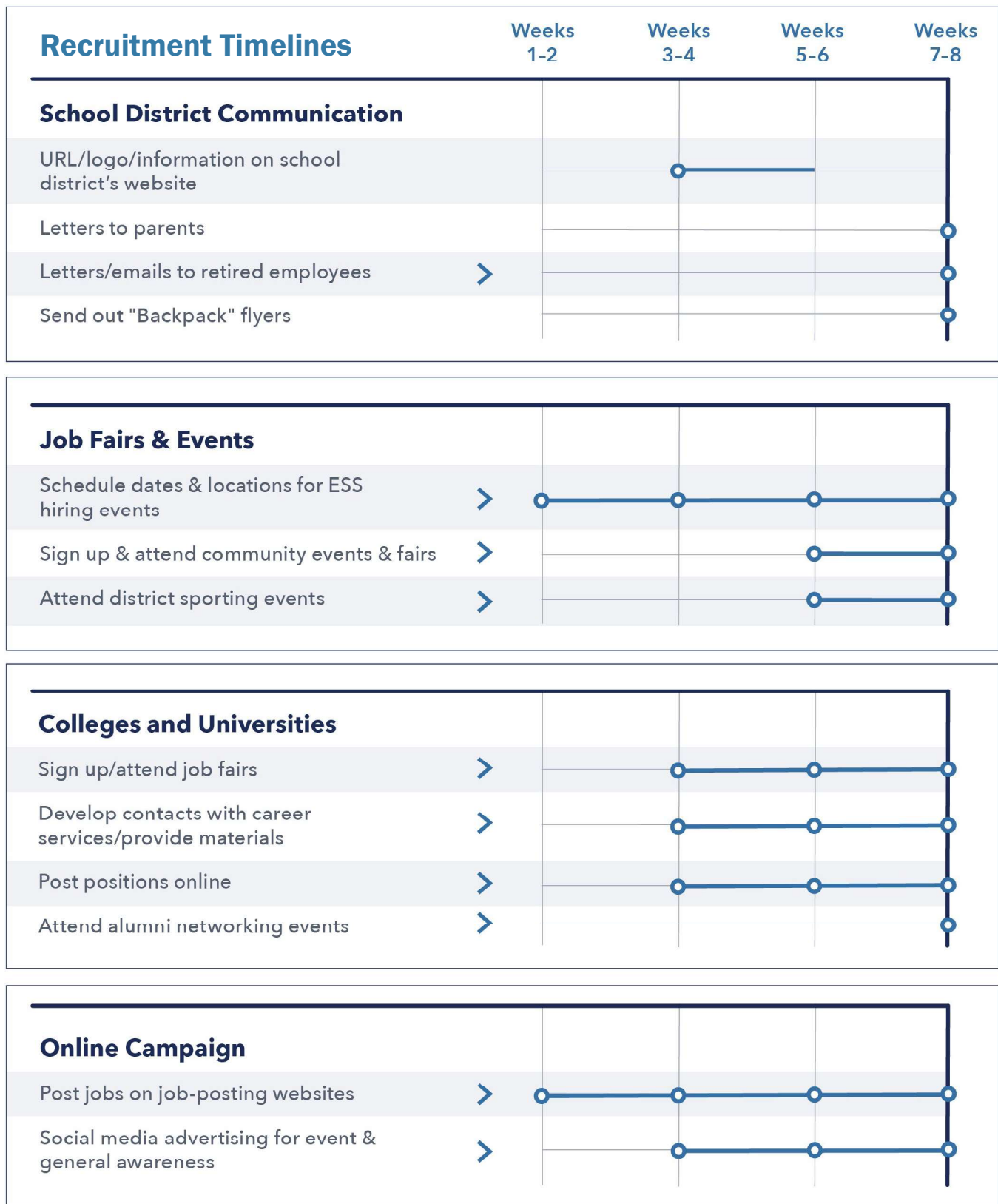


> Ongoing effort

### Recruitment Implementation

To get ESS' recruitment engine up and running as quickly and effectively as possible, our transition team employs a group of dedicated recruitment specialists. These specialists are experienced ESS recruiters who know our systems and processes. Their goal is to establish each and every aspect of our recruiting process, from building relationships with local universities to setting up our digital recruitment strategies and systems. They will initiate relationships in the community in which the ESS District Team will build upon.

## Appendix A: Performance Capabilities



> Ongoing effort

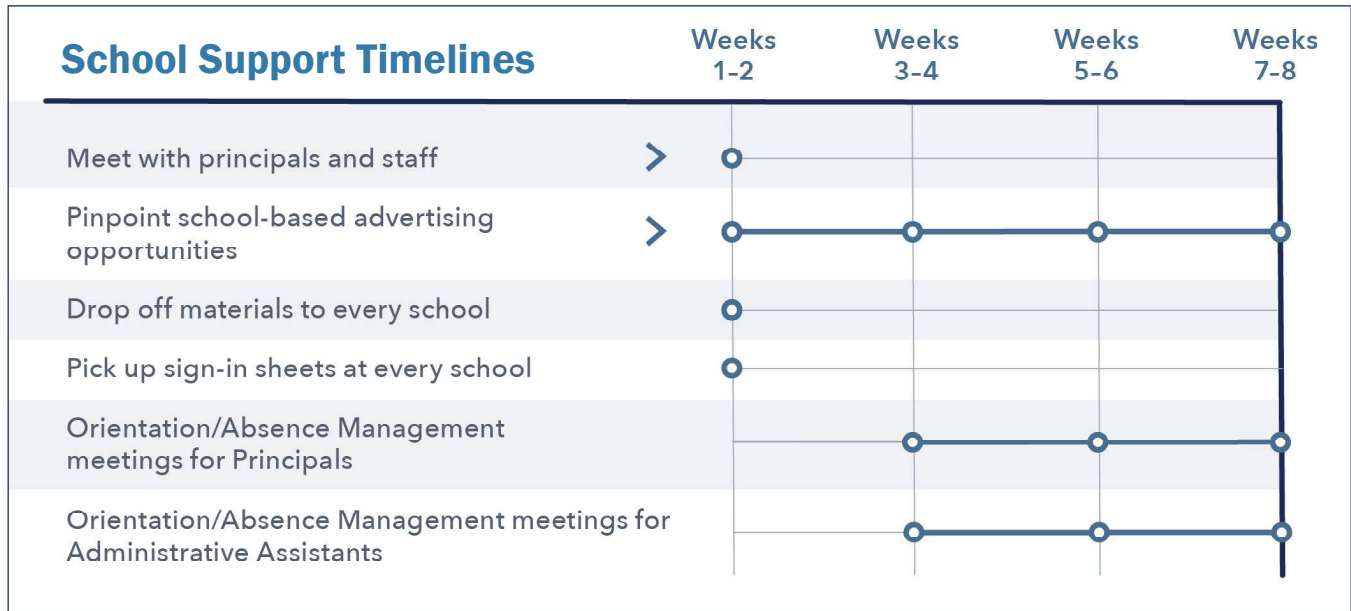
## Appendix A: Performance Capabilities

### School Support Implementation

We take great care to ensure that schools receive the support they need to thrive by dedicating staff specifically to their care. Our transition team's school support staff will visit each school in a district during the first week of our partnership. They will meet with principals, staff, and key stakeholders, ensuring that they are receiving all information they need. They will also provide each school with an extensive "school kit," which includes helpful collateral such as posters, postcards, and sign-in sheets to help schools announce the transition to our program and onboard substitutes to the ESS team.

### Orientation Meetings for Principals and Administrative Assistants

We will host orientation meetings for principals and administrative assistants. These meeting will provide an overview of ESS, answer any questions or concerns, present further details on how we are going to support their schools, and provide detailed contact information.



> Ongoing effort



# Appendix A: Performance Capabilities

## Systems Implementation

Districts will recognize immediate improvements in coverage rates and teacher accountability after the technology implementation with ESS. ESS will make the systems implementation process uncomplicated and straightforward. The transition team will transfer necessary district data to the absence management systems and provide streamlined technology training to district administration and staff.

Implementing an absence management system is a quick and simple process. ESS will supply districts with standard Excel templates to upload with district, school, and employee information. Our experts will import the data from the template into the absence management system.

We will offer system trainings for all individuals. These trainings will be provided at the start of our partnership and anytime throughout the year as needed. Below are several topics that we cover in the trainings. We will also provide tip sheets. The tip sheets are easy-to-follow step-by-step instructions on each function that the user would use in the system.

## Administrators, Principals, Supervisors, and Managers

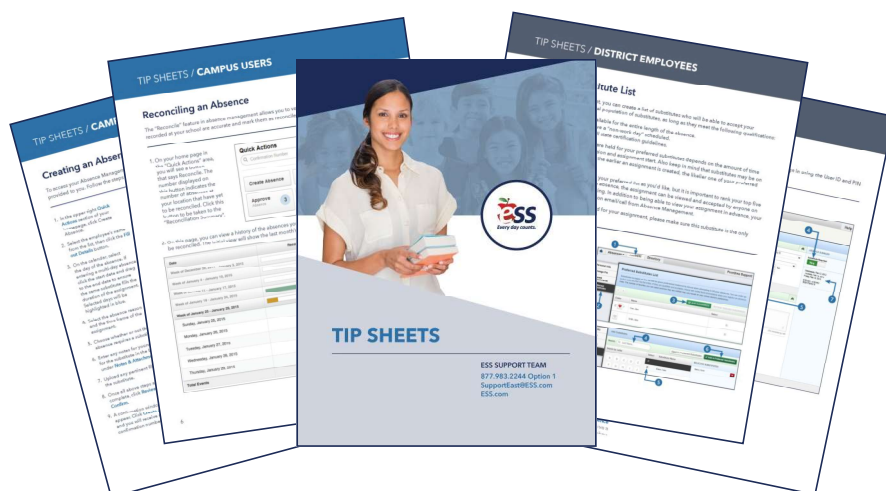
- Detailed instructions for the various user roles
- How to use the system to their best advantage
- Customized and scheduling reports

## Teachers and Support Personnel

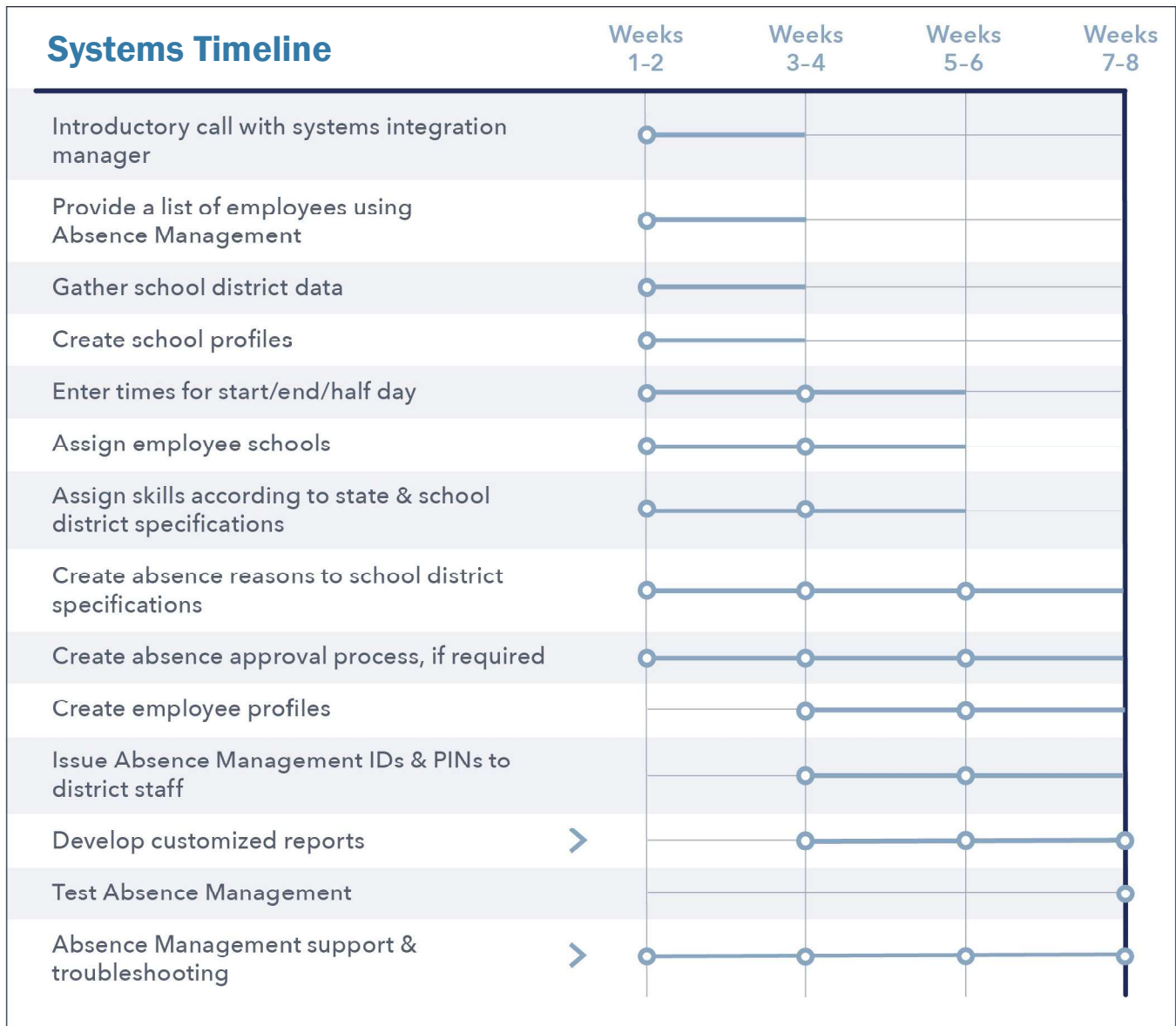
- Detailed instruction on how to use absence management systems
- Instructions on entering absences, setting preferred substitute lists, attaching lesson plans and notes to absence submissions, and checking absence balances

## Substitute Personnel

- Detailed instruction on how to use absence management systems
- Instructions and tip sheets on searching for and accepting assignments, setting up preference lists and notification settings, and keeping a detailed and organized calendar schedule
- Guidelines for obtaining confirmation numbers



## Appendix A: Performance Capabilities



> Ongoing effort

## Appendix A: Qualifications and Experience

**30. Please provide contact information and resumes for the person(s) who will be responsible for the following areas.**



### **Executive Contact**

**Contact Person:** Ron Glisk

**Title:** Senior Vice President of Sales and Marketing

**Company:** ESS

**Address:** 800 Kings Highway North, Suite 405

**City:** Cherry Hill      **State:** NJ      **Zip:** 08034

**Phone:** 877.983.2244

**Fax:** 856.334.1722

**Email:** RGlisk@ESS.com

Ron Glisk has more than 25 years of sales and sales management experience. Prior to joining ESS, Ron was EVP of Sales and Marketing for Xanitos, Inc., a hospital housekeeping specialist firm. Before joining Xanitos, Ron was SVP of Sales and Marketing for GCA Education Services and, prior to that, SVP of Sales and Marketing for GCA at the corporate level. Ron holds a Bachelor of Science degree in Computer Science from Northern Illinois University.



### **Account Manager/Sales Lead**

**Contact Person:** Fred Bentsen

**Title:** Vice President of Business Development

**Company:** ESS

**Address:** 28610 Hwy 290, Suite F09, #105

**City:** Cypress      **State:** TX      **Zip:** 77433

**Phone:** 832.244.5015

**Fax:** 856.334.1722

**Email:** FBentsen@ESS.com

Fred leads ESS' business developments efforts in Texas. He manages new partner acquisitions, contract negotiations, account management, and client retention. He has an innate ability to immerse himself into the local landscape and learn the distinct needs of the District in order to execute a personalized transition plan. Since entering the Texas market, ESS' customer base has grown tremendously thanks to Fred's local expertise and customer service. Fred will guide your member districts through to the contract phase and will continue as the management team begins the transition period. He will be personally involved in the startup process.

## Appendix A: Qualifications and Experience



### **Contract Management**

**Contact Person:** Jeff Belz

**Title:** General Counsel

**Company:** ESS

**Address:** 800 Kings Highway North, Suite 405

**City:** Cherry Hill      **State:** NJ      **Zip:** 08034

**Phone:** 856.482.0300 ext. 3140

**Fax:** 856.334.1722

**Email:** JBelz@ESS.com

Jeff has vast experience representing the best interests of educational institutions, having privately represented public K-12 school boards for 17 years. As in-house counsel for ESS, Jeff oversees all aspects of legal matters, including compliance, vendor contracts, employment matters, special education issues, student discipline, and policy development. After starting his own practice and supporting a fellow attorney in representing numerous school districts, Jeff was appointed solicitor for three school districts in New Jersey. He served as solicitor for 14 years until he joined ESS.

### **Billing & Reporting/Accounts Payable**

**Contact Person:** Tamika Fritz

**Title:** Billing Specialist

**Company:** ESS

**Address:** 800 Kings Highway North, Suite 405

**City:** Cherry Hill      **State:** NJ      **Zip:** 08034

**Phone:** 856.482.0300 ext. 3327

**Fax:** 856.334.1722

**Email:** TFritz@ESS.com

Tamika works with districts to streamline account codes and financial reporting to add further speed and accuracy to payroll and invoice processes. She answer district questions and quickly works to provide whatever help is necessary.

She is also dedicated to our cooperative partnerships, specializing in the financial care of their programs. She handles invoice customization, customer service, as well reporting sales back to the cooperative.

## Appendix A: Qualifications and Experience



### Marketing

**Contact Person:** Jen Mangan

**Title:** Director of Business Development

**Company:** ESS

**Address:** 800 Kings Highway North, Suite 405

**City:** Cherry Hill      **State:** NJ      **Zip:** 08034

**Phone:** 215.510.1334

**Fax:** 856.334.1722

**Email:** JMangan@ESS.com

Jennifer has over eight years' experience working at ESS. She provides marketing and sales support throughout the company. Prior to joining ESS, Jennifer worked as an Art Director for a south New Jersey company. She has ample experience in design and marketing and helps support ESS' regional and sales teams. For four years, Jennifer was a board member of Camden Schools Foundation, New Jersey. She graduated from Saint Joseph's University, Pennsylvania with a Bachelor of Arts.

## Appendix A: Qualifications and Experience

**31. Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities.**

### **Frisco Independent School District**

**Contact:** Ms. Anna Koenig, Director, Human Resources

**Email:** KoenigA@FriscoISD.org **Phone:** 469.633.6042

**Address:** 5515 Ohio Drive, Frisco, TX 75035

**Services:** Substitute Teacher Staffing, Long-Term Staffing, Paraprofessional Staffing

**Enrollment:** 58,000 **Partner Since:** 2019

**Annual Volume:** 72,200 Substitutes

### **Denton Independent School District**

**Contact:** Dr. Robert Stewart, Assistant Superintendent, Human Resources

**Email:** RStewart@dentonisd.org **Phone:** 940.369.0593

**Address:** 1307 North Locust Street Denton, TX 76202

**Services:** Substitute Teacher Staffing, Long-Term Staffing, Paraprofessional Staffing, Nurse Staffing

**Enrollment:** 28,382 **Partner Since:** 2018

**Annual Volume:** 40,200 Substitutes

### **Celina Independent School District**

**Contact:** Mr. John Mathews, Assistant Superintendent, Administrative Services

**Email:** JohnMathews@celinaisd.com **Phone:** 469.742-.100

**Address:** 205 South Colorado Street Celina, TX 75009

**Services:** Substitute Teacher Staffing, Long-Term Staffing, Paraprofessional Staffing

**Enrollment:** 2,600 **Partner Since:** 2018

**Annual Volume:** 3,500 Substitutes

### **Royse City Independent School District**

**Contact:** Mr. Jeff Webb, Associate Superintendent

**Email:** Webb@rcisd.org **Phone:** 972-636-2413

**Address:** 810 Old Greenville Road Royse City, TX 75189

**Services:** Substitute Teacher Staffing, Long-Term Staffing, Paraprofessional Staffing, Clerical Staffing, Nurse Staffing

**Enrollment:** 5,500 **Partner Since:** 2018

**Annual Volume:** 7,200 Substitutes

### **Abilene Independent School District**

**Contact:** Dr. Joseph Waldron, Associate Superintendent - Human Resources

**Address:** 241 Pine Street, Abilene, TX 79604

**Email:** Joseph.Waldon@AbileneISD.org **Phone:** 325.677.1444 ext. 3724

**Services:** Substitute Teacher Staffing, Long-Term Staffing, Paraprofessional Staffing

**Enrollment:** 16,800 **Partner Since:** 2019

**Annual Volume:** 18,400 Substitutes



## Appendix A: Qualifications and Experience



5515 Ohio Drive  
Frisco, Texas 75035  
469.633.6000  
469.633.6050 (fax)  
www.friscoisd.org

January 20, 2020

To Whom It May Concern:

It is with great pleasure that I am writing this letter in support of ESS. As a district, we were habitually struggling to meet the needs of teacher and aide substitutes on our campuses. We have closely monitored our substitute fill rates since 2013 and despite enhanced internal efforts, our fill rates were not improving. With 72 campuses and continued growth, our need for a consistent, highly-qualified, substitute pool was becoming a concern in our district. We wanted to do whatever was possible to support the daily operations and functions of our teachers and staff. The volume of substitutes needed in our district is around 60,000 a year, so it was essential that we work with a company that could meet that demand.

Outsourcing was not something that we were initially prepared to do; however, after much research and discussion, we felt a professional staffing company was the best option for our district. We were determined to choose a company that had the same beliefs and philosophy as our district as well as a willingness to work within our own system and culture. We have not been disappointed!

This past summer, ESS brought a large professional team of individuals into our district to transition our current substitutes to ESS employees; as well as hire hundreds of more individuals. They provided an expert staff to work directly within the Frisco ISD Human Resources Department. The ESS staff provides daily reports, recruits, trains, and handles any issues that may arise with any substitute. They are receptive, dedicated, and willing to go that extra mile to meet the needs of our campuses. As one principal expressed, ESS is one of the best things to happen to Frisco ISD.

Our district along with the Frisco community have high expectations for all staff members that work with students, so it is imperative that our substitutes meet, if not exceed those standards. It is also vital that we work with an organization that ensures an exceptional, dependable professional in our schools every day. Just as any other district, we desire the best of the best! ESS has lived up to that reputation of providing a top-quality individual in every classroom. Our current substitute fill rates are at 99 percent and our ESS representative continues to express that she will not stop until we have a consistent daily fill rate of a 100 percent. Once again, the ESS determination to meet our needs is impressive as they continue to provide outstanding customer service.

For us, it comes down to doing what is best for our students, staff and administrators. With confidence, I am now assured that there is a reliable, responsible, trained expert in our classroom when our existing staff cannot be there. Our students still receive the excellent education that we provide even when the teacher of record is not there to lead that lesson. I cannot express enough that the services ESS provides are positively worth the value that a client receives. The results speak for themselves. We look forward to continuing our relationship with ESS as they meet our substitute staffing demands. If I can be of further assistance, please feel free to contact me at (469) 633-6042.

Respectfully,

Anna Koenig  
Managing Director of Human Resources



## Appendix A: Qualifications and Experience



Division of Human Resources  
Robert Stewart, Ed.D., Assistant Superintendent  
1307 N. Locust PO Box 2387  
Denton, TX 76202-2387  
(940) 369-0040

April 18, 2018

To Whom It May Concern:

On behalf of the Denton Independent School District, I am honored to write this letter of recommendation for ESS. We have enjoyed the success of our partnership with ESS since April 2018, and we look forward to our continued success in the future.

Denton ISD covers more than 180 square miles while serving students in 17 different communities across Denton County. As the second largest school district in what the U.S. Census Bureau has called the third fastest growing county in the country, the district expects to maintain that growth over the next decade. The district currently consists of 37 schools, an alternative high school, an advanced technology complex and nearly 30,000 enrolled students. Up to the point of contracting with ESS, we managed our substitute program and struggled with maintaining a consistent pool of qualified and available substitutes. Once we made the decision to outsource our substitute program, we were adamant about three key components the outside vendor must have in order to be successful for us: 1) making sure we had a quality substitute in our classroom every day that would help bridge the continuity of learning in the absence of the our teacher of record, 2) bringing onboard our current substitutes and treating them with a high level of dignity, support, and training, and 3) having a bi-monthly monitoring and evaluation process in place to ensure we are constantly meeting our expected goals in regards to our agreement. Of course, we were hesitant to award a transition of this magnitude to ESS, as they had no existing presence in Texas. However, as ESS began the implementation process in our district, any reservations we had were put to rest. The ESS team conducted the transition efficiently, openly, and professionally. As with any new endeavor, issues and concerns reveal themselves while establishing norms and protocols. Not only did ESS monitor and adjust to fit our myriad of requests, they tailored the program to fit our specific needs.

The transition team that was sent to manage the implementation worked closely with our administration and each individual school to ensure that the process was seamless. They were open and responsive, building close relationships with our district staff as they guided us through each step of the transition. Following the beginning implementation phase, their team setup shop in one of our existing buildings to have a presence with the community and our staff. The ESS team has remained on campus since the beginning of the transition. In fact, one of the team members (Jamie M.) has become an honorary Denton ISD employee. Principals consistently call on her as needed regarding questions, support and related help.

## Appendix A: Qualifications and Experience

To support the program during the school year, ESS quickly hired a local management team. The local management team has exceeded our expectations and has demonstrated themselves to be as supportive and professional as we have come to expect from our interactions with all ESS representatives. Their professionalism and positive engagement to our concerns were the reasons we decided to partner with them in the first place and they continue to be clearly outstanding in this area. In the interim of hiring the local management team for our district, the ESS transition team acted as our go-to source of program support, providing customer service and solutions daily.

Given our experiences with ESS in Denton ISD, I recommend ESS without reservation as a professional, dependable, and supportive business partner. We are proud to be ESS' first partner in the state of Texas. We look forward to the continued efficiency of operations as our partnership with ESS continues to expand while meeting the educational needs of our students.

Sincerely,

A handwritten signature in black ink that reads "Robert Stewart". The signature is fluid and cursive, with a long horizontal stroke extending from the end.

Robert Stewart, Ed.D.  
Assistant Superintendent of Human Resources

## Appendix A: Qualifications and Experience



December 19, 2018


To Whom It May Concern:

It is without reservation I recommend ESS as a substitute provider. During the summer of 2018, Celina Independent School District transitioned our substitute service to ESS from another company. Throughout this process we have found the ESS team responsive and professional. They worked effectively and efficiently with our business and personnel offices to transfer all current substitutes and calibrate our systems to ensure a smooth start to the school year.

Celina ISD is a fast growth district in north central Texas. As such, our previous provider struggled to keep up with the demand to fill vacancies. ESS brought on a team of professionals to work behind the scenes to increase our substitute pool. Through their recruiting efforts, they have almost doubled our substitute pool and have provided a 100% fill rate to date. Additionally, ESS included CISD personnel in the selection of our onsite manager, who has proven a key component and a personal touch to the implementation of the service they provide within the district. The ESS team has effectively integrated into the Celina culture and has provided the needed support for us to meet our goals of providing an excellent educational opportunity for each and every student.

Given the success to date, I anticipate continued partnership for years to come. It is without reservation that I recommend ESS as a partner in your district. Please feel free to contact me with questions.

Sincerely,



John Mathews, M.A.  
Assistant Superintendent of Administrative Services

205 S Colorado - Celina, Texas 75009

Phone 469-742-9100

Fax 972-382-3607

## Appendix A: Qualifications and Experience



### **Royse City Independent School District**

810 Old Greenville Road  
Royse City, Texas 75189

972-636-2413  
[www.rcisd.org](http://www.rcisd.org)

TO WHOM IT MAY CONCERN:

Royse City ISD has enjoyed a great working relationship with ESS since the Spring of 2018. During the 2017 - 2018 school year, Royse City Independent School District continued a three-year trend of lowering fill rates, this was a trend being experienced by our neighboring districts.

RCISD was considering another increase in substitute pay rates to counter the lower fill rates. However, when tracking our historical data, the district noticed that each time we raised our pay rates, we would see a one-year increase in fill rates, followed by consecutive years of dropping fill rates. The data indicated a never-ending cycle that would eventually become unsustainable. In addition, RCISD was going through rapid growth that would require the district to expand our substitute administrative staff to continue to keep up with the needs of the district with no guarantees of maintaining a high fill rate.

This led us to ESS in the Spring of 2018 and the seamless transition to ESS for the beginning of our 2018 school year. Throughout this process we have found the ESS team responsive and professional. They worked effectively and efficiently with our business and personnel offices to transfer all current substitutes and calibrate our systems to ensure a smooth start to the school year. ESS brought on a team of professionals to work behind the scenes to increase our substitute pool. Through their recruiting efforts, they have almost doubled our substitute pool and have provided a 93% fill rate to date.

The ESS team has effectively integrated into the RCISD culture and has provided the needed support for us to meet our goals of providing an excellent educational opportunity for each and every student. ESS has provided professional and flexible services during the COVID 19 Pandemic. Given the success to date, I anticipate continued partnership for years to come. It is without reservation that I recommend ESS as a partner in your district. Please feel free to contact me with questions.

Jeff Webb  
Associate Superintendent  
Royse City ISD  
[webbi@rcisd.org](mailto:webbi@rcisd.org)  
972-636-2413



## Appendix A: Qualifications and Experience



Dr. Joseph Waldron, Associate  
Superintendent – Human Resources  
(325) 677-1444 ext. 3724  
(325) 794-1320 fax  
Joseph.waldron@abileneisd.org

**Abilene Independent School District**

241 Pine Street • Abilene, Texas 79604 • (325) 677-1444

September 12, 2019

To Whom It May Concern:

I am honored to recommend ESS as a substitute provider. Our experience with ESS in Abilene Independent School District has been exceptional. On April 1, 2019 AISD transitioned our substitute placement processes to ESS for certified and paraprofessional positions. ESS arrived on site with a large team in March to onboard all of AISD's current substitute workforce who wanted to continue substituting after the change. ESS helped AISD develop a FAQ document to ensure questions were answered prior to the switch and trained our staff on 22 campuses in the ESS processes so everyone would have a sense of calm once we flipped the switch.

This intentional transition date in April of 2019 has led to a 99% fill rate in the beginning of the 2019-2020 school year. The short time during the spring of 2019 allowed ESS and AISD to fine tune our relationship for success. ESS has taken every opportunity to create a process that ensures our teachers can be out and a trained substitute will be in their place. In five months ESS has raised our substitute pool by over 45%, nearly doubling the available substitute pool. ESS has staff onsite who have been instrumental in recruiting, training, and hiring individuals who now ensure our support staff are not pulled from their roles to substitute in classrooms.

It is with great confidence and appreciation that I recommend a partnership with ESS. Their response to the call for help from AISD has been tremendous. Our ask was high. AISD had a track record of over 18 substitute vacancies districtwide the spring before ESS took the reins. This equates to about a 65% fill rate on average in the spring of 2019. As you can see from the statistics thus far, ESS promises and ESS delivers. Give them a year, they will change the culture in your district.

Respectfully,

Dr. Joseph Waldron  
Associate Superintendent of Human Resources

## Appendix A: Qualifications and Experience

**32. List all cooperative and/or government group purchasing organizations of which your company is currently a member below.**

Cooperative Name	Contract Number	Expiration Date
1GPA	17-14PV-03	5/18/21
PCA	OD-310-20	5/4/21
TIPS	200703	9/30/23

**33. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's names, contact persons and contact information as references.**

We have a long history of success with cooperative purchasing programs. Some have become cornerstones of our business, helping us to expand into whole new territories and earn partnerships with large school districts.

Additionally, ESS and our sister company Proximity Learning have both enjoyed constructive relationships with ESC 10 and Region 10 ESC Members for years. We have enjoyed supporting the Annual ESC 10 Human Resources Summit for several years now. Region 10 ESC members make up the largest concentration of ESS District Partners in the state.

### Reference Information for Cooperatives

#### **1GPA (1Government Procurement Alliance)**

**Contact:** Mr. Ken Carter, Executive Director

**Email:** KCarter@1GPA.org    **Phone:** 602.770.8428

#### **PCA (Purchasing Cooperative of America)**

**Contact:** Ms. Elaine Nichols, Director

**Email:** Elaine@pcamerica.org    **Phone:** 713.851.1471

#### **TIPS (The Interlocal Purchasing System)**

**Contact:** Ms. Chandie Randle, Contracts Support

**Email:** Chandie.Randle@tips-usa.com    **Phone:** 903.575.2608

## Appendix A: Qualifications and Experience

**34. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.**

The following pages include relevant business licenses for ESS South Central, LLC. Business licenses for our sister companies are available by request.

ESS South Central, LLC, and its sister companies have no M/WBE, HUB, DVBE, Small and disadvantages business certifications, or other diverse business certifications to report. Manufacturer certifications for sales and service and not applicable to our program offerings.



## Appendix A: Qualifications and Experience

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

### Office of the Secretary of State

August 27, 2018

Delaney Corporate Services Ltd  
823 Congress Avenue, Suite P-4  
Austin, TX 78701 USA

----

RE: ESS South Central, LLC  
File Number: 802601030

It has been our pleasure to file the Application for Amended Registration for the referenced entity.  
Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

If we may be of further service at any time, please let us know.

Sincerely,

Corporations Section  
Business & Public Filings Division  
(512) 463-5555

Enclosure

Phone: (512) 463-5555  
Prepared by: Lisa Sartin

*Come visit us on the internet at <http://www.sos.state.tx.us/>*  
Fax: (512) 463-5709  
TID: 10323

Dial: 7-1-1 for Relay Services  
Document: 833327890002

## Appendix A: Qualifications and Experience

Corporations Section  
P.O.Box 13697  
Austin, Texas 78711-3697



Rolando B. Pablos  
Secretary of State

### Office of the Secretary of State

#### CERTIFICATE OF AMENDED REGISTRATION OF

ESS South Central, LLC  
802601030

[formerly: SubTeachUSA, LLC]

The undersigned, as Secretary of State of Texas, hereby certifies that an Application for Amended Registration to transact business in this state for the above named entity has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this Certificate of Amended Registration to transact business in this state under the name of:

ESS South Central, LLC

Dated: 08/24/2018  
Effective: 08/24/2018



A handwritten signature in black ink, appearing to read "R. Pablos".

Rolando B. Pablos  
Secretary of State

Phone: (512) 463-5555  
Prepared by: Lisa Sartin

*Come visit us on the internet at <http://www.sos.state.tx.us/>*

Fax: (512) 463-5709  
TID: 10301

Dial: 7-1-1 for Relay Services  
Document: 833327890002

# Qualifications and Experience

**Form 406**  
**(Revised 05/11)**

Submit in duplicate to:  
Secretary of State  
P.O. Box 13697  
Austin, TX 78711-3697  
512 463-5555  
FAX: 512/463-5709  
**Filing Fee: See instructions**



## Amendment to Registration

This space reserved for office use.

**FILED**  
In the Office of the  
Secretary of State of Texas  
**AUG 24 2018**  
**Corporations Section**

### Entity Information

1. The legal name of the filing entity is:

SubTeachUSA, LLC

*State the name of the entity as currently shown in the records of the secretary of state.*

2. If the entity attained its registration under an assumed name, the qualifying assumed name as shown on the records of the secretary of state is:

3. The registration was issued to the entity on:

December 9, 2016

*mm/dd/yyyy*

The file number issued to the filing entity by the secretary of state is: 802601030

### Amendments to Application

4. The registration is amended to change the legal name of the entity as amended in the entity's jurisdiction of formation. The new name is:

ESS South Central, LLC

5. The new name of the entity is not available for use in Texas or fails to include an appropriate organizational designation. Or, the entity wishes to amend the qualifying assumed name stated on its application for registration or amended registration. The assumed name the entity elects to adopt for purposes of maintaining its registration is:

6. The registration is amended to change the business or activity stated in its application for registration or amended registration. The business or activity that the entity proposes to pursue in this state is:

The entity certifies that it is authorized to pursue the same business or activity under the laws of the entity's jurisdiction of formation.

## Appendix A: Qualifications and Experience

### Other Changes to the Application for Registration

7. The foreign filing entity desires to amend its application for registration to make changes other than or in addition to those stated above. Statements contained in the original application or any amended application are identified by number or description and changed to read as follows:

The name and address of the Registered Agent is:

Incorporating Services, Ltd.

3610-2 N. Josey

Suite 223

Carrollton, TX 75007-1603

Denton County

### Effectiveness of Filing (Select either A, B, or C.)

A. ☒ This document becomes effective when the document is filed by the secretary of state.

B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: \_\_\_\_\_

C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90<sup>th</sup> day after the date of signing is: \_\_\_\_\_

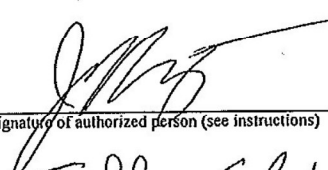
The following event or fact will cause the document to take effect in the manner described below:

### Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date:

8/24/18

  
\_\_\_\_\_  
Signature of authorized person (see instructions)

Jeffrey F. Bule, General Counsel  
\_\_\_\_\_  
Printed or typed name of authorized person.



## Appendix A: Qualifications and Experience

# STATE OF MISSOURI



John R. Ashcroft  
Secretary of State

### CERTIFICATE OF REGISTRATION

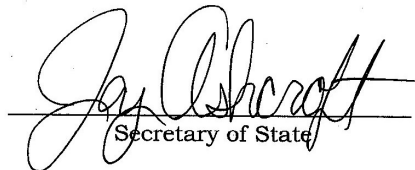
WHEREAS,

*ESS South Central, LLC*  
*FL001430488*

existing under the laws of the State of Delaware has filed with this state its Application of Registration and whereas this Application of Registration conforms to the Missouri Limited Liability Company Act.

NOW, THEREFORE, I, JOHN R. ASHCROFT, Secretary of State of the State of Missouri, by virtue of the authority vested in me by law, do hereby certify and declare that on the 11th day of December, 2019, the above Foreign Limited Liability Company is duly authorized to transact business in the State of Missouri and is entitled to any rights granted Limited Liability Companies.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the GREAT SEAL of the State of Missouri. Done at the City of Jefferson, this 11th day of December, 2019.

  
Secretary of State



# Appendix A: Qualifications and Experience



## State of Missouri

John R. Ashcroft, Secretary of State

Corporations Division  
PO Box 778 / 600 W. Main St., Rm. 322  
Jefferson City, MO 65102

FL001430488  
Date Filed: 12/11/2019  
John R. Ashcroft  
Missouri Secretary of State

### Application for Registration of a Foreign Limited Liability Company

(Submit with filing fee of \$105.00)

1. The name of the foreign limited liability company is: ESS South Central, LLC
2. The name under which the foreign limited liability company will conduct business in Missouri is (must contain "limited company", "limited liability company", "LC", "LLC", "L.C.", or "LLC.") (must be filled out if different from line (1)):
3. The foreign limited liability company was formed under the laws of Delaware on the date of 8/23/2017  
(month/day/year) (state or jurisdiction)
4. The purpose of the foreign limited liability company or the general character of the business it proposes to transact in this state is:  
Substitute staffing to schools
5. The name and address of the limited liability company's registered agent in Missouri is (this line must be completed and include a street address):  

Incorporating Services, Ltd.	222 E. Dunklin, Suite 102, Jefferson City	MO 65101
<small>Name</small>	<small>Address (PO Box may only be used in conjunction with a physical street address)</small>	<small>City/State/Zip</small>

The Secretary of State is appointed agent for service of process if the foreign limited liability company fails to maintain a registered agent. Note: failure to maintain a registered agent constitutes grounds to cancel the registration of the foreign limited liability company.
6. The address of the registered office in the jurisdiction organized. If none required, then the principal office address of the foreign limited liability company is:  

850 New Burton Road, Suite 201, Dover	DE 19904
<small>Address (PO Box may only be used in conjunction with a physical street address)</small>	<small>City/State/Zip</small>
7. This application must include a current certificate of good standing/existence from the secretary of state or other similar official in the state of domicile. Such document should be dated within 60 calendar days from filing.

(Please see next page)

Name and address to return filed document:

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

ORI-12112019-2794 State of Missouri  
No of Pages 3 Pages



Creation - LLC/LP/LLP

## Appendix A: Qualifications and Experience

8. ☐ Series LLC (OPTIONAL) Pursuant to Section 347.186, the foreign limited liability company may establish a designated series in its operating agreement. The names of the series must include the full name of the limited liability company under which it has been admitted to transact business in this state and are the following:

New Series:

- ☐ The limited liability company gives notice that the series has limited liability.

New Series:

- ☐ The limited liability company gives notice that the series has limited liability.

New Series:

- ☐ The limited liability company gives notice that the series has limited liability.

(Each separate series must also file an Attachment Form LLC 4A.)

In Affirmation thereof, the facts stated above are true and correct.

(The undersigned understands that false statements made in this filing are subject to the penalties provided under Section 575.040, RSMo)

 Jeffrey F. Betz 12/10/19  
Authorized Signature Printed Name Date

\_\_\_\_\_  
Authorized Signature Printed Name Date

\_\_\_\_\_  
Authorized Signature Printed Name Date

LLC-4 (01/2017)



# Appendix A: Qualifications and Experience

## Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ESS SOUTH CENTRAL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TENTH DAY OF DECEMBER, A.D. 2019.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ESS SOUTH CENTRAL, LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF AUGUST, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6520330 8300

SR# 20198552958

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 204182231

Date: 12-10-19

# Appendix A: Qualifications and Experience

## STATE OF ALABAMA

### FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

**PURPOSE:** In order to register a foreign entity (any entity formed outside of Alabama) to transact business in Alabama, the entity must deliver to the Secretary of State for filing a Application for Registration to Section 10A-1-7.04, Code of Alabama 1975.

**INSTRUCTIONS:** Mail this completed form with the appropriate fee to the Office of the Secretary of State at **PO Box 5616, Montgomery, AL 36103**. Include a check, money order, or credit card payment for \$150.00 for standard processing (no guaranteed processing timeframe – dependent on volume) or \$250.00 for expedited processing (within approximately 3 business days after date of receipt). The application is only accepted via mail or courier and will not be accepted via fax or email. Using a credit card and our website, you may file the Foreign LLC online in the time it takes to type this application. **Due to volume, we are unable to search for applications that may or may not have been received via regular mail to provide receipts or status – if a receipt is needed use registered mail service or a courier service.** No fees are charged or deposited until the Application is approved. If the credit card does not authorize or the check is dishonored the Application will be terminated (there is a \$30.00 NSF check fee for all returned checks). All processing instructions are complete in this form; cover letters are not necessary and will not be reviewed.

Alabama	Sec. Of State	New Entity	ELL
		520-530	6/07/2018
		Date	14:11
		Time	3 Pg
		180607	
		File	\$150.00
		Ackn	\$0.00
		Exp	\$0.00
		Total	\$150.00
			03/018

(For SOS Office Use Only)

**The information completing this form must be typed or the filing will be rejected without review.**  
**Faxed or emailed applications will not be acknowledged, reviewed, processed, or returned.**

1. The legal name of the foreign entity as recorded in the jurisdiction in which it was formed/organized:

ESS SOUTH CENTRAL, LLC

2. The name of the foreign entity for use in Alabama only if different from the legal name\*:

\*A fictitious name may be used only if the legal name is not available for use in Alabama or the name does not contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC" (10A-1-5.06).

3. If a fictitious name is used the undersigned certifies the resolution of the LLC's governing authority to adopt the fictitious name for use in Alabama and affirms the authority to make such a certification under 10A-1-7.07.
4. A copy of the name registration received from the Office of the Alabama Secretary of State must be attached.
5. Street (No PO Boxes) Address of principal office: 800 Kings Highway North, Suite 405, Cherry Hill, NJ 08034

Mailing Address (if different) \_\_\_\_\_

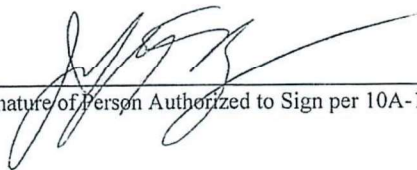
# Qualifications and Experience

## FOREIGN LIMITED LIABILITY COMPANY (LLC) APPLICATION FOR REGISTRATION

6. Entity's jurisdiction of formation: Delaware  
(State or Country, if formed outside the United States, of formation)
7. Date of the entity's formation in state/country of jurisdiction: 08 / 23 / 2017 (MM/DD/YYYY)
8. The undersigned certifies that the foreign entity exists as a valid Limited Liability Company under the laws of the entity's jurisdiction of formation.
9. Name of registered agent for service of process (MUST be physically located in Alabama): ISL, Inc.
10. Street (No PO Boxes) Address of initial registered office (MUST be office of registered agent and physically located in Alabama): 2 N. Jackson Street, Suite 605, Montgomery, AL 36104
- Mailing Address in Alabama of registered agent/office (if different) \_\_\_\_\_
11. The foreign entity will begin or began transacting business in Alabama (a date must be provided):  
Began or Will begin doing business: 06 / 06 / 2018 (MM/DD/YYYY)

06 / 04 / 2018  
Date (MM/DD/YYYY)

Jeffrey F. Belz, General Counsel & Vice-President  
Typed Name and Title of Signature Below

  
Signature of Person Authorized to Sign per 10A-1-4.01, Alabama Code

In order to review the sections of the *Code of Alabama 1975* referred to in the filing form you may access [www.sos.alabama.gov](http://www.sos.alabama.gov) and click the Government Records tab. Choose the Code of Alabama link to review.




# Appendix A: Qualifications and Experience

**5387402**

**FA** KANSAS SECRETARY OF STATE  
Application for Registration of  
Foreign Covered Entity

Memorial Hall, 1st Floor (785) 296-4564  
120 S.W. 10th Avenue kssos@ks.gov  
Topeka, KS 66612-1594 https://sos.kansas.gov

3862 01 FILED BY KS SOS  
051 010 08-28-2020  
\$165.00 4 02:43:23 PM  
FILE#: 5387402

  
05732905

All information on the application for registration must be complete and accompanied by the correct filing fee or the document will not be accepted for filing. A certificate of existence or good standing from the home state must accompany the application.

**Choose type of covered entity:**

☐ Corporation for profit (fee \$115) 51-03

☐ Series limited liability company (fee \$165.00) 51-33 (Complete statement 11a, if applicable)

☐ Corporation not for profit (fee \$115) 51-17

☐ Limited partnership (fee \$165) 51-06

☒ Limited liability company (fee \$165) 51-10

☐ Limited liability partnership (fee \$165) 51-18 (Statement 11b applies)

**1. Name of covered entity:**  
Must exactly match name on certificate.

ESS South Central, LLC

**2. State or foreign country of origin:**

Delaware

**3. Date of formation in home state:**

Month	Day	Year
8	23	2017

**4. Include a statement (certificate of good standing/existence\*) issued within 90 days of the application by the proper officer of the jurisdiction where such foreign entity is organized (usually the Secretary of State or comparable agency) that the entity exists in good standing under the laws of the jurisdiction of its organization.**

\* Click here to see each state/jurisdiction's certificate and issuing agency.

**5. Date the covered entity began doing business in Kansas if different than the filing date:**

Month	Day	Year

See FA-I #5 for additional filings and fees that may be due.

**6. Name of resident agent and address of registered office in Kansas:**  
Must be a Kansas street address. A P.O. Box is unacceptable.

Name	Street Address	City	State	Zip
Incorporating Services, Ltd.	700 S.W. Jackson, Suite 100	Topeka	KS	66603

## Appendix A: Qualifications and Experience

**7. Mailing address:**

Address will be used to send official mail from the Secretary of State's office

Attention Name

Incorporating Services, Ltd.

Address

700 S.W. Jackson, Suite 100

City

Topeka

State

KS

Zip

66603

Country

USA

**8. Fiscal year end:**

12/31

**9. Full nature and character of business to be conducted in Kansas:**

Staffing of substitute teachers and other temporary staff for schools

**10. The foreign covered entity hereby consents, without power of revocation, that actions may be commenced against it in the proper court of any county in the state of Kansas; and the foreign covered entity stipulates and agrees that such service shall be taken and held in all courts to be valid and binding as if due service had been made upon the authorized persons of the foreign covered entity.**

**11a. This statement applies to foreign series limited liability companies only, and applies only if the series limited liability company is chosen as type of covered entity.**

The limited liability company is governed by an operating agreement that establishes or provides for the establishment of a series of members, managers, limited liability company interests or assets having separate rights, powers or duties with respect to specified property or obligations of the foreign limited liability company or profits and losses associated with specified property or obligations.

Check all that apply:

☐

The debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series, if any, are enforceable against the assets of such series only, and not against the assets of the foreign limited liability company generally or any other series thereof.

☐

Any of the debts, liabilities, obligations and expenses incurred, contracted for or otherwise existing with respect to the foreign limited liability company generally or any other series thereof shall be enforceable against the assets of such series.

**11b. This statement applies to foreign limited liability partnerships only, and applies only if the foreign limited liability partnership is chosen as type of covered entity.**

The above-named partnership elects to be a foreign limited liability partnership.

**12. I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct.**

Signature of Authorized Person



Name of Signer (Printed or Typed)

Jeffrey F. Belz, VP and General Counsel

# Appendix A: Qualifications and Experience

## Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ESS SOUTH CENTRAL, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE TWENTY-EIGHTH DAY OF AUGUST, A.D. 2020.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "ESS SOUTH CENTRAL, LLC" WAS FORMED ON THE TWENTY-THIRD DAY OF AUGUST, A.D. 2017.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



6520330 8300

SR# 20207001000

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203557996

Date: 08-28-20

## Appendix A: Qualifications and Experience

### **35. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.**

ESS South Central, LLC has been involved with minor litigation typical of any large business, but nothing which has ever impacted the fiscal stability or operations of the company. The company has never filed for bankruptcy or reorganization.

### **36. Felony Conviction Notice**

ESS is not owned or operated by anyone who has been convicted of a felony.



## Appendix A: Value-Add

### **37. Detail how your organization plans to market this contract within the first 90 days of the award date.**

ESS is eager to market a partnership with Region 10 ESC/Equalis Group. Advertising our partnership within the first 90 days of award would be crucial to capitalize on the momentum and value of such an important partnership.

We would promote our partnership through the following channels:

#### **Email Marketing**

We run continuous and robust email marketing campaigns throughout the year. A partnership with Region 10/Equalis Group would enhance many of our current campaigns, adding additional credibility and financial incentive for districts considering partnering with ESS.

The partnership would also create opportunity for whole new email campaigns, especially in regards to remarketing. Optimally, we would like to reach out to Equalis Member districts who are not currently partnered with ESS, announcing our new partnership and explaining the benefits of our program. This type of email marketing has been effective for ESS, and would be an excellent way for Equalis to sell deeper to its current members.

#### **Direct Mail**

Similar to our email marketing campaigns, we run substantial direct mail marketing throughout the year. We would also support our partnership through our direct mail marketing, incorporating the cooperative into current campaigns where it would be relevant and leveraging our shared data to do targeted remarketing.

#### **Incorporation Into Current Marketing Materials**

Our partnership would be incorporated and advertised throughout our extensive library of sales and marketing materials. From print materials such as sales proposals, catalogs, and brochures to digital materials such as websites and landing pages, our partnership would be a visible—and valuable addition—to our current messaging and marketing.

#### **National Sales Force Training**

After contract approval, our salesforce will be promptly trained on our partnership with your cooperative. The ESS Sales Team is well-acquainted with purchasing cooperatives and their value, and will be excited to add Equalis to their sales arsenal.

Our sales team is national in scope, and will gladly leverage our partnership to open new doors into territories and districts throughout the country.

## Appendix A: Value-Add

**38. Provide the agency spend that your organization anticipates each year for the first three (3) years of this agreement.**

ESS anticipates no additional agency spend for marketing in the first three years of our agreement. We have a full-service marketing department within our company, and as such, the cost of marketing is incorporated into our yearly marketing budget.

**39. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost-effective for your company and Participating Public Agencies.**

Remarketing to current Region 10 ESC/Equalis Group cooperative district partners could be an excellent way for us to build a successful and deep partnership. Email addresses, contact names, and other relevant information would be invaluable in enabling us to help the cooperative serve its members even further.

Additionally, we have several related services that could be of value to your member districts. They are detailed on the following pages.

## Appendix A: Value-Add

### Permanent Paraprofessional Staffing

ESS is able to provide permanent paraprofessionals to school districts. Our unique, customizable program delivers an unmatched level of comprehensive coverage and customer service to support our clients and their students each day throughout the school year and through extended school year programs. Our experienced, trained, and qualified paraprofessionals maximize student support, guarantee reliability, and ensure that every aspect of the school day runs smoothly. With an exceptionally high paraprofessional retention rate of 96%, we ensure that students receive the continuity in the services they need to thrive.

Experts in the field of special educational staffing, our 3,500 paraprofessionals serve over 550,000 students. We know that each and every member of the school team plays an important role in the education of our children. We have the experience and resources to employ an extensive range of school support personnel including, but not limited to: special education aides, classroom and teaching assistants, one-to-one aides, transportation aides, therapists, and monitors. We also provide personnel to assist in schools' libraries, media centers, lunchrooms, playgrounds, before and after school programs, and in-school suspension programs. Our paraprofessionals become valuable members of the school team, reporting each day for full-day or half-day assignments to support school districts in all facets of education.

We eliminate the daily administrative burdens of hiring, credentialing, training, managing, and retaining skilled paraprofessionals, allowing the school districts to focus on their core competencies and other strategic education initiatives. In every school district we serve with our paraprofessional program, we improve day-to-day operations, reduce program costs, and enhance the quality of student education and support.

### Building-based Substitutes

ESS can implement the building-based substitute program in any of your member districts. Through this program reliable substitutes will be available to fill last minute assignments in any member district's school.

#### Program benefits:

- Coverage for the most hard-to-fill assignments by substitutes that are available all school year
- Committed substitutes that are flexible to work in any school
- Complete customization of the program, including managing the request of additional building-based substitutes during "high-demand" time periods

# Appendix A: Value-Add

## Virtual Substitute Teacher Program

As schools prepare for the safe return of students this fall, ESS has established a solution to help districts combat certain challenges of the pandemic that they cannot face alone. In addition to our core in-classroom substitute staffing and management program, ESS offers virtual substitute teachers to provide a quality education, even when students and teachers can't be in the same location. Our virtual substitute teachers are highly trained to help your District navigate remote learning in the most effective and versatile way. Districts that use the program gain a powerful tool for increasing educational continuity and student achievement.

### How It Works

Through our Virtual Substitute Teacher Program, well-prepared substitutes are ready to fill vacancies remotely. Depending on how a district is handling distance education, substitutes either teach from home or work local, utilizing the remote learning technology in your schools.

ESS identifies a specific group of highly qualified teachers from our substitute pool to serve districts. After analyzing a schools' historical absence data, we assign the appropriate number of substitutes directly to each school. We can also discuss any additional absences projected due to COVID-19.

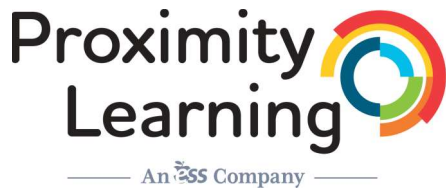
When it comes to scheduling virtual substitutes, each school has its choice of methodologies:

- **Full automation:** Substitutes are automatically placed into assignments by our absence management system, creating an effective hands-off solution.
- **Daily placement by school administration:** A school administrator manually assigns substitutes to absences every morning, allowing for tactical substitution decisions.

Together, districts and the ESS team hand-pick substitutes who are perfect for the program. These trustworthy, adaptable, and talented individuals make for a reliable long-term cultural fit at schools. While filling critical vacancies, virtual substitutes build meaningful connections with staff and students, quickly becoming invaluable members of the school community.

In times like these, flexibility is key. Our virtual substitutes are ready to fill in wherever schools need them – even if that's in a variety of different assignments throughout the day. School administrators have full control over how to utilize these versatile individuals. Administrators not only know exactly who is working in their schools at all times, they can also rest assured, knowing that the substitute staff has a deep understanding of your specific protocols and practices, from COVID-19 policies, online learning systems, and applicable technology to curriculum and lesson plans.

## Appendix A: Value-Add



### Proximity Learning

ESS offers an innovative new solution to the national teacher shortage that ensures every child has equal opportunity for success. Proximity Learning mitigates the teacher shortage and provides students access to quality, real-time, live instruction taught by state-certified teachers in the classroom via web-conference technology.

Proximity Learning online courses allow for data-driven differentiated instruction. Student progress is tracked in real time, and Proximity Learning teachers use detailed information to create individualized feedback, provide tutoring, and offer supplemental support tailored to each student's individual learning needs. Courses are aligned to state standards for English, language arts, mathematics, science, social studies, career and technical education, general electives, and world languages.

The Proximity Learning solution benefits school districts when a lack of certified teachers negatively impacts student achievement. This can include districts that are unable to find a certified teacher for a certain subject, when an instructor goes on maternity leave, or when a teacher resigns and a replacement can't be found.

- **Qualified Teachers**  
Teachers are certified with years of teaching experience; many have advanced degrees.
- **Flexible Scheduling**  
Instructors can be part time or full time, giving administrators the flexibility to choose.
- **Dedicated Support**  
Continuously available for the school's technical and administrative needs.
- **Customization**  
Courses are designed to the school's curriculum, grading policy, and schedule



### Enriched Schools

Serving over 175 charter schools, Enriched Schools provides substitute teachers to charter schools across the country. Schools may hire a candidate as a direct placement (into your organization or school), on an hourly basis through Enriched Schools, or as a temp-to-perm. The company provides vetted daily/last-minute substitute guest educators, long-term substitute teachers/staff and full-time teacher candidates (for permanent roles on your team).

## Appendix B: Pricing

Our price proposal was uploaded as a separate document in the bonfire system, with the filename, “Attachment B ESS Proposal Pricing RFP R10-1105.”

## Appendix C: Certificates

All relevant certificated have been included in response to item 34 in Appendix A, starting on page 80.



## Appendix D: Value-Add

All relevant value-adds been included in response to item 39, in Appendix A, starting on page 95.

# Appendix E: Vendor Contract and Signature Form

## Appendix E: VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of \_\_\_\_\_, by and between \_\_\_\_\_ ("Vendor") and Region 10 Education Service Center ("Region 10 ESC") for the purchase of Staffing Services and Related Solutions ("the products and services").*

### RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 10 ESC, having its principal place of business at **Education Service Center, Region 10, 400 E Spring Valley Rd, Richardson, TX 75081**

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that if agreed to by Region 10 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor 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 Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with Region 10 ESC; and it being further understood that Region 10 ESC shall act as the Lead Agency with respect to all such purchase agreements.

WHEREAS, Equalis Group has the administrative and legal capacity to administer purchases on behalf of Region 10 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

### ARTICLE 1- GENERAL TERMS AND CONDITIONS

1.1 Equalis Group shall be afforded all of the rights, privileges and indemnifications afforded to Region 10 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Equalis Group, including, without limitation, Vendor's obligation to provide insurance and other indemnifications to Lead Agency.

1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.

1.3 Equalis Group shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

## Appendix E: Vendor Contract and Signature Form

1.4 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 10 ESC staff, Equalis Group staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

### ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- ☐ **Term:** The term of the Contract shall commence upon award and shall remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that Region 10 ESC shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that Region 10 ESC exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.
- ☐ **Automatic Renewal:** Renewal will take place automatically for one (1) year unless Region 10 ESC gives written notice to the awarded supplier at least ninety (90) days prior to the expiration.

### ARTICLE 3- REPRESENTATIONS AND COVENANTS

**Scope:** This 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.

**Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.

**Respondent's promise:** Respondent agrees all prices, terms, warranties, and benefits granted by Respondent to Members through this contract are comparable to or better than the equivalent terms offered by Respondent to any present customer meeting the same qualifications or requirements.

### ARTICLE 4- FORMATION OF CONTRACT

4.1. **Respondent contract documents:** Region 10 ESC will review proposed Respondent contract documents. Vendor's contract document shall not become part of Region 10 ESC's contract with vendor unless and until an authorized representative of Region 10 ESC reviews and approves it.

4.2. **Form of contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) to the lowest responsible Respondent(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposal. If a firm submitting a proposal requires Region 10 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

4.3. **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.

## Appendix E: Vendor Contract and Signature Form

4.4. **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 10 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 10 ESC. Awarded vendor is required to notify Region 10 ESC when any material change in operations is made that may adversely affect members (i.e. awarded vendor bankruptcy, change of ownership, merger, etc.).

4.5. **Contract Alterations:** No alterations to the terms of this contract shall be valid or binding unless authorized and signed with a “wet signature” by a Region 10 ESC staff member.

4.6. **Order of precedence:** In the event of a conflict in the provisions of the contract as accepted by Region 10 ESC, the following order of precedence shall prevail:

- General terms and conditions
- Specifications and scope of work
- Attachments and exhibits
- Documents referenced or included in the solicitation

4.8 **Supplemental Agreements:** The entity participating in the Region 10 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 10 ESC, Equalis Group, its agents, members and employees shall be made party to any claim for breach of such agreement.

### ARTICLE 5- TERMINATION OF CONTRACT

5.1. **Cancellation for non-performance or contractor deficiency:** Region 10 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 10 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 10 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 and/or material that 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 and/or giving Region 10 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 10 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 10 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 become the property of the Member on demand.



## Appendix E: Vendor Contract and Signature Form

5.2 **Termination for cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract, Region 10 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 vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **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 that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **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

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 90 business days after the other party receives the notice of cancellation. After the 90th business day all work will cease following completion of final purchase order. Region 10 ESC reserves the right to request additional items not already on contract at any time.

### ARTICLE 6- LICENSES

6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 10 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.

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6.2 **Suspension or Debarment:** Respondent shall provide a letter in the proposal notifying Region 10 ESC of any debarment, suspension or other lawful action taken against them by any federal, state, or local government within the last five (5) years that precludes Respondent or its employees from participating in any public procurement activity. The letter shall state the duration of the suspension or action taken, the relevant circumstances and the name of the agency imposing the suspension. Failure to supply or disclose this information may be grounds for cancellation of contract.

6.3 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer/participating member under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

### ARTICLE 7- DELIVERY PROVISIONS

7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the participating member issuing a Purchase Order. 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 vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

7.3 **Responsibility for supplies tendered:** Vendor shall be responsible for the materials or supplies covered by this contract until they are delivered to the designated delivery point.

7.4 **Shipping Instructions:** Unless otherwise specified, each case, crate, barrel, package, etc, delivered under this contract must be plainly labeled, securely tagged, stating Vendor's name, purchase order number, quantity contained therein, and delivery address as indicated in the order. Deliveries must be made within the hours of 8:00 am – 4:00 pm. Deliveries at any other time (including Saturdays, Sundays and holidays) will not be accepted unless arrangements have been made in advance with the receiver at the delivery point. Vendor understands that it is their responsibility to ensure compliance with the delivery instructions outlined in this agreement.

7.5 **Additional charges:** Unless bought on F.O.B. "shipping point" and Vendor prepays transportation, no delivery charges shall be added to invoices except when express delivery is authorized and substituted on orders for the method specified in the contract. In such cases, the difference between freight or mail and express charges may be added to the invoice.

7.6 **Buyer's delays:** Region 10 ESC will not be responsible for any late fees due the prime contractor by the participating member. The prime contractor will negotiate with the participating agency for the recovery of damages related to expenses incurred by the vendor for a delay for which the Region 10 ESC member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

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## ARTICLE 8- BILLING AND REPORTING

8.1 **Payments:** The participating entity using the contract will make payments directly to the awarded vendor.

Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

8.2 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the Vendor.

8.3 **Reporting:** Vendor shall electronically provide Equalis Group with a detailed line item monthly report showing the dollar volume of all member product sales under the contract for the previous month. Reports shall be sent via e-mail to Equalis Group offices at [info@equalisgroup.org](mailto:info@equalisgroup.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. Fields below marked as \*required indicate a required field. All other fields are preferred, but not required:

Member Data	Equalis Member ID
	Vendor Customer Number *required (or Equalis Member ID)
	Customer Name *required
	Customer Street Address *required
	Customer City *required
	Customer Zip Code *required
	Customer State *required
Distributor Data	Distributor Name
	Distributor ID
	Distributor Street Address
	Distributor City
	Distributor Zip Code
	Distributor State
Product Data	Product Category level 1
	Distributor Product Number
	Manufacturer Product Number
	Product Description
	Product Brand Name
	Product packaging Unit of Measure level 1
	Product packaging Unit of Measure level 2
	Product packaging Unit of Measure level 3
Spend Data	Purchase Unit of Measure
	Purchase Quantity
	Distributor Landed Cost Total \$ (without deviations)
	Distributor Landed Cost Total \$ (with mfr deviations)
	Customer Purchase Total \$ *required



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	Admin Fee % *required
	Admin Fee \$ *required

### ARTICLE 9- PRICING

9.1 **Market competitive guarantee:** Vendor agrees to provide market competitive pricing, based on the value offered upon award, to Region 10 ESC and its participating public agencies throughout the duration of the contract.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense, Region 10 ESC must be notified immediately. Price increases must be approved by Lead Agency 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 manufacture documentation, or a formal cost justification letter.

Vendor must honor previous prices for thirty (30) days after approval and written notification from Region 10 ESC if requested.

It is Vendor's responsibility to keep all pricing up to date and on file with Region 10 ESC. All price changes must be provided to Region 10 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 10 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 10 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 10 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 10 ESC or its Participating Members). It shall further be the responsibility of the Vendor 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.

9.6 **Administrative Fees:** The Vendor agrees to pay administrative fees to Equalis Group based on the terms set in Attachment A. All pricing submitted to Region 10 ESC shall include the administrative fee to be remitted to Equalis Group by the awarded vendor.

9.7 **Price Calculation:** Cost plus a percentage as a primary mechanism to calculate pricing is not allowed. Pricing may either be in the form of line item pricing, defined as a specific individual price on a product or service, or a percentage discount from a verifiable catalog or price list. Other discounts or incentives may be offered.

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### ARTICLE 10- PRICING AUDIT

10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 10 ESC and any participating entity that accesses this Agreement. Equalis Group and Region 10 ESC each reserve 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. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 10 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 10 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 10 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 10 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 10 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 10 ESC or Equalis Group.

### ARTICLE 11- PROPOSER PRODUCT LINE REQUIREMENTS

11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.

11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, Vendor 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.

11.3 **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. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 10 ESC may require additions to be submitted with documentation from Participating Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 10 ESC may reject any additions without cause.

11.4 **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.

11.5 **Product line:** Vendors with a published catalog may submit the entire catalog. Region 10 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 10 ESC may reject any addition of equipment options without cause.

11.6 **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.

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11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

### ARTICLE 12- SITE REQUIREMENTS

12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition conducive to the Member's business purpose.

12.2 **Site Preparation:** Vendor shall not begin a project for which Participating Member has not prepared the site, unless Vendor does the preparation work at no cost, or until Participating Member includes the cost of site preparation in a purchase order to the contractor. Site preparation includes, but is not limited to moving furniture, moving equipment or obstructions to the work area, installation of wiring for networks or any other necessary pre-installation requirements.

12.3 **Registered sex offender restrictions:** For work to be performed at schools, Vendor agrees that 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. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Participating Member's discretion. Vendor 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. Vendor is also responsible for ensuring that their employees or contractors who have direct contact with students are properly fingerprinted and background checked in accordance with local state law, if applicable.

12.4 **Safety measures:** Vendor 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. Vendor 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.

12.5 **Smoking/Tobacco:** Persons working under the contract shall adhere to local tobacco and smoking (including e-cigarettes/vaping) policies. Smoking will only be permitted in posted areas or off premises.

12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, 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 Participating Member with the application for payment seeking compensation for stored materials. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Participating Member as an additional insured upon Participating Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Participating Member and be separated from other materials. Participating Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.



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Until final acceptance by the Participating Member, it shall be the Vendor's responsibility to protect all materials and equipment. Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

**12.7 Maintenance Facilities and Support:** It is preferred that each contractor should have maintenance facilities and a support system available for servicing and repair of product and/or equipment. If a third party is to be used to provide maintenance and support to the participating member, Respondent must notify Region 10 ESC of that third party information. All technicians, applicators, installers shall be fully certified, trained and licensed to perform said duties.

### ARTICLE 13- MISCELENOUS

**13.1 Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract in the subsequent fiscal year."

**13.2 Disclosures:** Vendor affirms that he/she 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 contract.

Vendor has a continuing duty to disclose a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in Equalis Group.

Vendor affirms that, to the best of his/her knowledge, the offer was arrived at independently, and was 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 vendors in the award of this contract.

**13.3 Indemnity:** Vendor shall protect, indemnify, and hold harmless both Region 10 ESC and Equalis Group and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Vendor, Vendor employees or Vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 10 ESC or Equalis Group, its administrators and employees and agents shall be in a court of competent jurisdiction in Dallas County, Texas. Texas law shall apply to any such suit, without giving effect to its choice of laws provisions. Any litigation involving Equalis Group participating members shall be in the jurisdiction of the participating agency.

**13.4 Franchise Tax:** Vendor hereby certifies that he/she is not currently delinquent in the payment of any required franchise taxes, and shall remain current on any such franchise taxes throughout the term of this contract.

**13.5 Marketing:** Vendor agrees to allow Region 10 ESC and Equalis Group to use their name and logo within website, marketing materials and advertisement. Any use of the Region 10 ESC or Equalis Group name and logo

## Appendix E: Vendor Contract and Signature Form

or any form of publicity, inclusive of press releases, regarding this contract by Vendor must have prior approval from Region 10 ESC.

**13.6 Insurance:** Unless otherwise modified elsewhere in this document, prior to commencing services under this contract for a participating member, contractor shall procure, provide and maintain during the life of this agreement comprehensive public liability insurance to include course of construction insurance and automobile liability, providing limits of not less than \$1,000,000.00 per occurrence. The insurance form will be an “all risk” type of policy with standard exclusions. Coverage will include temporary structures, scaffolding, temporary office trailers, materials, and equipment. Contractor shall pay for the deductibles required by the insurance provided under this agreement.

Certificates of insurance shall be delivered to the participant prior to commencement of work. The insurance company shall be licensed to do business and write the appropriate lines of insurance in the applicable state in which work is being conducted. Vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. Vendor shall require all subcontractors performing any work to maintain coverage as specified.

Prior to commencing any work under this contract, any subcontractor shall also procure, provide, and maintain, at its own expense until final acceptance of the work performed, insurance coverage in a form acceptable to the prime contractor. All subcontractors shall provide worker’s compensation insurance which waives all subrogation rights against the prime contractor and member.

**13.7 Subcontracts/Sub Contractors:** If Vendor serves as prime contractor, it shall not enter into any subcontract subject to this solicitation without prior approval from Region 10 ESC. Any/all subcontractors shall abide by the terms and conditions of this contract and the solicitation.

No subcontract relationships shall be entered into with a party not licensed to do business in the jurisdiction in which the work will be performed. Contractor must use subcontractors openly, include such arrangements in the proposal, and certify upon request that such use complies with the rules associated with the procurement codes and statutes in the state in which the contractor is conducting business.

Contractor agrees to pay subcontractors in a timely manner. Failure to pay subcontractors for work faithfully performed and properly invoiced may result in suspension or termination of this contract. Prior to participating member’s release of final retained amounts, Contractor shall produce verified statements from all subcontractors and material suppliers that those entities have been paid in full amounts due and owing to them.

**13.8 Legal Obligations:** It is the Respondent’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

**13.9 Boycott Certification:** Respondents hereby certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. “Boycott” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**13.10 Venue:** All parties agree that venue for any litigation arising from this contract shall lie in Richardson, Dallas County, Texas, and that the laws of the State of Texas shall govern the rights of the parties and the validity

## Appendix E: Vendor Contract and Signature Form

and interpretation of any purchase order, contract, or service agreement that shall arise from and include this proposal request.

[Remainder of Page Intentionally Left Blank- Signatures follow on Signature Form]




## Appendix E: Vendor Contract and Signature Form

### CONTRACT SIGNATURE FORM

The undersigned hereby proposes and 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. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name ESS South Central, LLC  
Address 1 Medical Drive  
City/State/Zip Paragould, AR 72450  
Telephone No. 800.641.0140  
Fax No. 870.565.1011  
Email address RGlisk@ESS.com  
Printed name Ron Glisk  
Position with company Senior VP of Sales & Marketing  
Authorized signature 

**Term of contract: November 1, 2020 to October 31, 2023**

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional four (4) years if agreed to by Region 10 ESC. Vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.

 10/22/20  
Region 10 ESC Authorized Agent Date  
Rickey Williams  
Print Name

**Equalis Group Contract Number** R10-1105B

## Appendix F: Additional Required Documents

### **ATTACHMENT A: Requirements for Lead Agency Agreement To be administered by Equalis Group**

The following exhibits are used in evaluating and administering Lead Agency Agreements and are preferred by Equalis Group. Redlined copies of the exhibits should not be submitted with the response. Should a respondent be recommended for award, these exhibits will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response and submit this page only.**

- ☒ Respondent agrees to all terms and conditions outlined in each of the following exhibits
- ☐ Respondent wishes to negotiate directly with Equalis Group on terms and conditions outlined in each of the following exhibits. Negotiations will commence after sealed bids are opened and Region 10 has determined the respondent met all requirements in their response and may be eligible for award.

- Equalis Group Exhibit A – EQUALIS GROUP RESPONSE FOR LEAD AGENCY AGREEMENT
- Equalis Group Exhibit B – EQUALIS GROUP ADMINISTRATION AGREEMENT
- Equalis Group Exhibit C – EQUALIS GROUP MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
- Equalis Group Exhibit D – EQUALIS GROUP CONTRACT SALES REPORTING TEMPLATE  
Equalis Group

## Appendix F: Additional Required Documents

### OPEN RECORDS POLICY ACKNOWLEDGMENT AND ACCEPTANCE

Be advised that all information and documents submitted will be subject to the Public Information Act requirements governed by Chapter 552 of the Texas Government Code.

Because contracts are awarded by a Texas governmental entity, all responses submitted are subject to release as public information after contracts are executed. If a Respondent believes that its response, or parts of its response, may be exempted from disclosure to the public, the Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempted from disclosure. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Respondent must provide this information on the "Acknowledgement and Acceptance to Region 10 ESC's Public Information Act Policy" form found on the next page of this solicitation. Any information that is unmarked 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 10 ESC must provide the OAG with the information requested in order for the OAG to render an opinion. In such circumstances, Respondent will be notified in writing that the material has been requested and delivered to the OAG. Respondent will have an opportunity to make arguments to the OAG in writing regarding the exception(s) to the TPIA that permit the information to be withheld from public disclosure. Respondents are advised that such arguments to the OAG must be specific and well-reasoned--vague and general claims to confidentiality by the Respondent are generally not acceptable to the OAG. Once the OAG opinion is received by Region 10 ESC, Region 10 ESC must comply with the opinions of the OAG. Region 10 ESC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are 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.

**Signature below certifies complete acceptance of Region 10 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 10 ESC's Open Records Policy below:**

- ☒ We acknowledge Region 10 ESC's Public Information Act 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.

*(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested 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: Respondent must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)*

9/30/20

Date



Ron Glisk, SVP of Sales & Marketing

Authorized Signature & Title

## Appendix F: Additional Required Documents

### DOC #1 CLEAN AIR AND WATER ACT

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: ESS South Central, LLC

Title of Authorized Representative: Ron Glisk, Senior VP of Sales & Marketing

Mailing Address: 1 Medical Drive, Paragould, AR 72450

Signature: 

## Appendix F: Additional Required Documents

### DOC #2 DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: ESS South Central, LLC

Title of Authorized Representative: Ron Glisk, Senior VP of Sales & Marketing

Mailing Address: 1 Medical Drive, Paragould, AR 72450

Signature: 


## Appendix F: Additional Required Documents

### DOC #3 LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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 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 contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," 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 sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Respondent

9/30/20  
\_\_\_\_\_  
Date



## Appendix F: Additional Required Documents

### DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

#### Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 10 ESC Participating entities in which work is being performed.

---

#### Fingerprint & Criminal Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.


The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

---

#### Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
Ron Glisk, SVP of Sales & Marketing  
Signature of Respondent

9/30/20  
Date

## Appendix F: Additional Required Documents

### DOC #5 ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

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.


**VENDOR** ESS South Central, LLC

**ADDRESS** 1 Medical Drive, Paragould, AR 72450

**PHONE** 800.641.0140

**FAX** 870.565.1011

#### RESPONDANT

  
Signature

Fred Bentsen  
Printed Name

VP of Business Development  
Position with Company

#### AUTHORIZING OFFICIAL

  
Signature

Ron Glisk  
Printed Name

Senior VP of Sales & Marketing  
Position with Company

## Appendix F: Additional Required Documents

### **DOC #6 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)

## Appendix F: Additional Required Documents

### DOC #7 BOYCOTT CERTIFICATION

Respondents must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

### DOC #8 TERRORIST STATE CERTIFICATION

In accordance with Texas Government Code, Chapter 2252, Subchapter F, REGION 10 ESC is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of any agreement, the respondent certifies to REGION 10 ESC that it is not a listed company under any of those Texas Government Code provisions. Responders must voluntarily and knowingly acknowledge and agree that any agreement shall be null and void should facts arise leading the REGION 10 ESC to believe that the respondent was a listed company at the time of this procurement.

### DOC #9 RESIDENT CERTIFICATION:

This Certification Section must be completed and submitted before a proposal can be awarded to your company. This information may be placed in an envelope labeled "Proprietary" and is not subject to public view. In order for a proposal to be considered, the following information must be provided. Failure to complete may result in rejection of the proposal:

As defined by Texas House Bill 602, a "nonresident Bidder" means a Bidder whose principal place of business is not in Texas, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

Texas or Non-Texas Resident

- ☐ I certify that my company is a "**resident Bidder**"  
☒ I certify that my company qualifies as a "**nonresident Bidder**"

If you qualify as a "nonresident Bidder," you must furnish the following information:

What is your resident state? (The state your principal place of business is located.)

ESS South Central, LLC	1 Medical Drive	
pany Name	Address	Com
Paragould	AR	72450
	State	Zip



## Appendix F: Additional Required Documents

### DOC #10 FEDERAL FUNDS CERTIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements). All Vendors submitting proposals must complete this Federal Funds Certification Form regarding Vendor's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to participating agencies for their use while considering their purchasing options when using federal grant funds. Participating agencies may also require Vendors to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

**For each of the items below, Vendor should certify Vendor's agreement and ability to comply, where applicable, by having Vendor's authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form.** If a vendor fails to complete any item in this form, Region 10 ESC will consider the Vendor's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Vendor using federal funds.

#### 1. Vendor Violation or Breach of Contract Terms:

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 USC 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.

Any Contract award will be subject to Region 10 ESC General Terms and Conditions, as well as any additional terms and conditions in any Purchase Order, participating agency ancillary contract, or Member Construction Contract agreed upon by Vendor and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the Region 10 ESC Terms and Conditions.

The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Vendor violation and breach of contract terms.

Does vendor agree?   
(Initials of Authorized Representative)

#### 2. Termination for Cause or Convenience:

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 vendor agree?   
(Initials of Authorized Representative)

#### 3. Equal Employment Opportunity:

## Appendix F: Additional Required Documents

Except as otherwise provided under 41 CFR Part 60, all participating agency purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 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."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Vendor agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Vendor agrees that it shall comply with such provision.

Does vendor agree? RG  
(Initials of Authorized Representative)

#### 4. Davis-Bacon Act:

When required by Federal program legislation, Vendor agrees that, for all participating agency prime construction contracts/purchases in excess of \$2,000, Vendor shall comply with the Davis-Bacon Act (40 USC 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 Construction"). In accordance with the statute, Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Vendor shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at [www.wdol.gov](http://www.wdol.gov). Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the Vendor is conditioned upon Vendor's acceptance of the wage determination.

Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 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.

Does vendor agree? RG  
(Initials of Authorized Representative)

#### 5. Contract Work Hours and Safety Standards Act:

Where applicable, for all participating agency contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Vendor is 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 USC 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.

Does vendor agree? RG  
(Initials of Authorized Representative)

#### 6. Right to Inventions Made Under a Contract or Agreement:

If the participating agency's 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 or 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.



## Appendix F: Additional Required Documents

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? RS  
(Initials of Authorized Representative)

### 7. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 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 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When required, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does vendor agree? RS  
(Initials of Authorized Representative)

### 8. Debarment and Suspension:

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 1966 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.

Vendor certifies that Vendor is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the Cooperative and all participating agencies with pending purchases or seeking to purchase from Vendor if Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does vendor agree? RS  
(Initials of Authorized Representative)

### 9. Byrd Anti-Lobbying Amendment:

Byrd Anti-Lobbying Amendment (31 USC 1352) -- Vendors 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 USC 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. As applicable, Vendor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does vendor agree? RS  
(Initials of Authorized Representative)

### 10. Procurement of Recovered Materials:

For participating agency purchases utilizing Federal funds, Vendor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. 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

## Appendix F: Additional Required Documents

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? RA  
(Initials of Authorized Representative)

### 11. Profit as a Separate Element of Price:

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). When required by a participating agency, Vendor agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Vendor agrees that the total price, including profit, charged by Vendor to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Vendor's Cooperative Contract.

Does vendor agree? RA  
(Initials of Authorized Representative)

### 12. General Compliance and Cooperation with Participating Agencies:

In addition to the foregoing specific requirements, Vendor agrees, in accepting any Purchase Order from a participating agency, it shall make a good faith effort to work with participating agencies to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does vendor agree? RA  
(Initials of Authorized Representative)

### 13. Applicability to Subcontractors

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

Does vendor agree? RA  
(Initials of Authorized Representative)

By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

ESS South Central, LLC  
Company Name  
R. A. Glisk  
Signature of Authorized Company Official

Ron Glisk  
Printed Name

Senior VP of Sales & Marketing  
Title

9/30/20  
Date

## Appendix F: Additional Required Documents

### DOC #11      ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

**AZ Compliance with Federal and state requirements:** Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

**AZ Compliance with workforce requirements:** Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, "...every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program" Region 10 ESC reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. Region 10 ESC and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

**AZ Contractor Employee Work Eligibility:** By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Region 10 ESC and/or Region 10 ESC members may request verification of compliance from any contractor or sub contractor performing work under this contract. Region 10 ESC and Region 10 ESC members reserve the right to confirm compliance. In the event that Region 10 ESC or Region 10 ESC members suspect or find that any contractor or subcontractor is not in compliance, Region 10 ESC may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

**AZ Non-Compliance:** All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

**Registered Sex Offender Restrictions (Arizona):** For work to be performed at an Arizona school, contractor agrees that 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 present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Region 10 ESC member's discretion. Contractor must identify any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

## Appendix F: Additional Required Documents

**Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

**Terrorism Country Divestments:** In accordance with A.R.S. 35-392, Region 10 ESC and Region 10 ESC members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.



Ron Glisk, Senior VP of Sales & Marketing

9/30/20

Signature of Respondent

Date

## Appendix F: Additional Required Documents

### DOC #12 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 Respondent 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:** ESS South Central, LLC

**Street:** 1 Medical Drive

**City, State, Zip Code:** Paragould, AR 72450

**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.

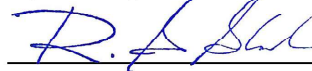
**OR:**

I Ron Glisk, an authorized representative of ESS South Central, LLC, 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
<u>*Please see the attached form*</u>		

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

  
Ron Glisk, Senior VP of Sales & Marketing  
**Authorized Signature and Title**

9/30/20  
**Date**



# Appendix F: Additional Required Documents

## Stockholder Disclosure Certification

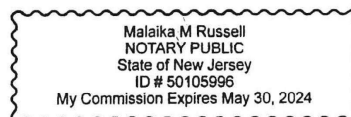
### List of Owners with Ten Percent (10%) or More Interest

Owner's Name	Home Address	Title/Office	Percent (%) of
		Held	Partnership
			Shares Owned
<b>10% Owners of Source4Solutions, LLC</b>			
[S4T Holdings Corp.]	N/A	N/A	100%
<b>10% Owners of S4T Holding Corp.</b>			
[S4T Holdings, LLC]	N/A	N/A	100%
<b>10% Owners of S4T Holdings, LLC</b>			
Nautic Partners VII, L.P.	50 Kennedy Plaza, 12th Floor, Providence, RI 02903	N/A	28.3%
Nautic Partners VII-A, L.P.	50 Kennedy Plaza, 12th Floor, Providence, RI 02903	N/A	20.0%
<b>10% Owners of Nautic Partners VII, L.P.</b>			
New York State Teachers' Retirement System	Ten Corporate Woods Drive, Albany, NY 12211	N/A	32.2%
Teachers Insurance and Annuity Association of America	730 Third Avenue, New York, NY 10017	N/A	12.9%
The Metropolitan Life Insurance Company	1095 Avenue of the Americas, New York, NY 10036	N/A	10.4%
<b>10% Owners of Nautic Partners VII - A, L. P.</b>			
Alpinvest Partners Primary Fund Investments 2010 C.V.	Jachthavenweg 118, Amsterdam, 1081 KJ.	N/A	21.3%
<b>10% Owners of The Metropolitan Life Insurance Company</b>			
MetLife, Inc. (NYSE:MET)	200 Park Avenue, New York, NY 10166	N/A	100%
<b>10% Owners of MetLife, Inc. (NYSE: ME T)</b>			
Beneficiaries of the MetLife Policyholder Trust	c/o Wilmington Trust Company, as Trustee, Rodney Square North, 1100 North Market Street,	N/A	16.0%
<b>10% Owners of Alpinvest Partners Primary Fund Investments 2010 C.V.</b>			
APG Private Equity Pool 2010	Oude Lindestraat 70, 6411 EJ Heerlen, Netherlands	N/A	100%
<b>10% Owners of APG Private Equity Pool 2010</b>			
Stichting Pensionfonds ABP	Beukenhorst Coriovallumstraat 46, 6411 CD Heerlen, Netherlands	N/A	10%+
Stichting Bedrijfstakpensioenfond voor de Bouwnijverheid	Basisweg 10, 1043 AP Amsterdam, Netherlands	N/A	10%+
Note: These are foreign pension funds; ownership in APG Private Equity Pool 2010 is greater than 10%, but exact figures are not publicly disclosed			

Subscribed and sworn before me this 30<sup>th</sup> day of September, 2020

(Notary Public)

My Commission expires:



R. Glisk  
(Affiant)

Ron Glisk, Senior VP of Sales & Marketing

(Print name & title of affiant)

82023525v.1



## Appendix F: Additional Required Documents

### DOC #13 NON-COLLUSION AFFIDAVIT

**Company Name:** ESS Northeast, LLC

**Street:** 800 Kings Highway N, Suite 405

**City, State, Zip Code:** Cherry Hill, NJ 08034

State of Pennsylvania

County of Montgomery

I, Ron Glisk of the city of Lower Merion  
Name City

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

I am the Senior VP of Sales & Marketing of the firm of ESS Northeast, LLC  
Title Company Name

the Respondent making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent 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 bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid 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

ESS Northeast, LLC  
Company Name

R. Glisk Ron Glisk, SVP of Sales & Marketing  
Authorized Signature & Title

Subscribed and sworn before me

this 30<sup>th</sup> day of September, 2020

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Notary Public of New Jersey

My commission expires May 30, 2024

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## Appendix F: Additional Required Documents

**DOC #14      AFFIRMATIVE ACTION AFFIDAVIT      (P.L. 1975, C.127)**

**Company Name:** ESS Northeast, LLC  
**Street:** 800 Kings Highway N, Suite 405  
**City, State, Zip Code:** Cherry Hill, NJ 08034

**Bid Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are 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:

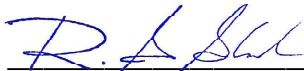
1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_  
OR
2. A photo copy of their Certificate of Employee Information Report ✓  
OR
3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**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 Harrison Township Board of Education

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.

  
Ron Glisk, SVP of Sales & Marketing  
**Authorized Signature and Title**

9/30/20  
**Date**

**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,

## Appendix F: Additional Required Documents

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.

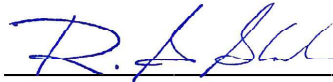
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, 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.

## Appendix F: Additional Required Documents

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).

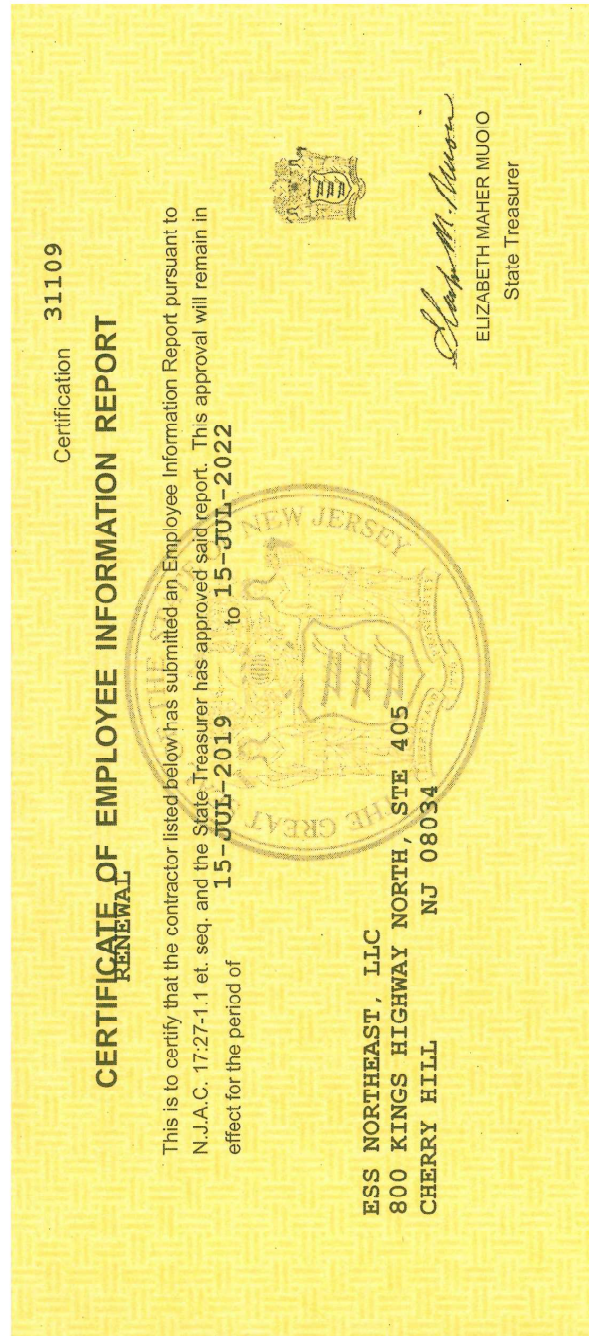
A handwritten signature in blue ink, appearing to read "R. Glisk", is written over a horizontal line.

Ron Glisk, Senior VP of Sales & Marketing

Signature of Procurement Agent



## Appendix F: Additional Required Documents



## Appendix F: Additional Required Documents

### DOC #15 C. 271 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 is available in Local Finance Notice 2006-1 ([https://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](https://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)).

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 [https://www.state.nj.us/dca/divisions/dlgs/programs/pay\\_2\\_play.html](https://www.state.nj.us/dca/divisions/dlgs/programs/pay_2_play.html) 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) 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.**



## Appendix F: Additional Required Documents

### 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:

4. any State, county, or municipal committee of a political party
5. any legislative leadership committee\*
6. any continuing political committee (a.k.a., political action committee)
7. any candidate committee of a candidate for, or holder of, an elective office:
  1. of the public entity awarding the contract
  2. of that county in which that public entity is located
  3. of another public entity within that county
  4. 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:

8. 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
9. all principals, partners, officers, or directors of the business entity or their spouses
10. any subsidiaries directly or indirectly controlled by the business entity
11. 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.”

## Appendix F: Additional Required Documents

### 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:	ESS South Central, LLC		
Address:	800 Kings Highway N, Suite 405		
City:	Cherry Hill	State:	NJ
		Zip:	08034

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

Ron Glisk  
Printed Name

Senior VP of Sales & Marketing  
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
Source4Solutions, LLC	Garden State Consortium of Concerned Citizens	8/14/19	\$ 1,000
Source4Solutions, LLC	The Passaic County Democratic Committee	9/19/19	\$ 700

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

## Appendix F: Additional Required Documents

### DOC #16 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

☐ Sole Proprietorship

☐ Limited Liability

☐ Limited Partnership

Partnership

☐ Corporation

☐ Limited Liability Corporation

☐ Subchapter S Corporation

☒ Limited Liability Company

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

#### Stockholders:

Name:	Name:
Home Address: <b>*Please see attached form*</b>	Home Address:



  

Name:	Name:
Home Address:	Home Address:

Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>30<sup>th</sup></u> day of <u>September</u> , 20 <u>24</u> (Notary Public)	<div style="text-align: center;">                       (Affiant)  <u>Ron Glisk, Senior VP of Sales &amp; Marketing</u>                      (Print name &amp; title of affiant)                 </div>
My Commission expires:	<div style="text-align: center;">                       (Corporate Seal)                 </div>

# Appendix F: Additional Required Documents

## Stockholder Disclosure Certification

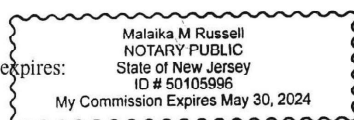
*List of Owners with Ten Percent (10%) or More Interest*

Owner's Name	Home Address	Title/Office	Percent (%) of
		Held	Partnership
			Shares Owned
<b>10% Owners of Source4Solutions, LLC</b>			
[S4T Holdings Corp.]	N/A	N/A	100%
<b>10% Owners of S4T Holding Corp.</b>			
[S4T Holdings, LLC]	N/A	N/A	100%
<b>10% Owners of S4T Holdings, LLC</b>			
Nautic Partners VII, L.P.	50 Kennedy Plaza, 12th Floor, Providence, RI 02903	N/A	28.3%
Nautic Partners VII-A, L.P.	50 Kennedy Plaza, 12th Floor, Providence, RI 02903	N/A	20.0%
<b>10% Owners of Nautic Partners VII, L.P.</b>			
New York State Teachers' Retirement System	Ten Corporate Woods Drive, Albany, NY 12211	N/A	32.2%
Teachers Insurance and Annuity Association of America	730 Third Avenue, New York, NY 10017	N/A	12.9%
The Metropolitan Life Insurance Company	1095 Avenue of the Americas, New York, NY 10036	N/A	10.4%
<b>10% Owners of Nautic Partners VII - A, L. P.</b>			
Alpinvest Partners Primary Fund Investments 2010 C.V.	Jachthavenweg 118, Amsterdam, 1081 KJ,	N/A	21.3%
<b>10% Owners of The Metropolitan Life Insurance Company</b>			
MetLife, Inc. (NYSE:MET)	200 Park Avenue, New York, NY 10166	N/A	100%
<b>10% Owners of MetLife, Inc. (NYSE: ME T)</b>			
Beneficiaries of the MetLife Policyholder Trust	c/o Wilmington Trust Company, as Trustee, Rodney Square North, 1100 North Market Street,	N/A	16.0%
<b>10% Owners of Alpinvest Partners Primary Fund Investments 2010 C.V.</b>			
APG Private Equity Pool 2010	Oude Lindestraat 70, 6411 EJ Heerlen, Netherlands	N/A	100%
<b>10% Owners of APG Private Equity Pool 2010</b>			
Stichting Pensionfonds ABP	Beukenhorst Coriovallumstraat 46, 6411 CD Heerlen, Netherlands	N/A	10%+
Stichting Bedrijfstakpensioenfond voor de Bouwnijverheid	Basisweg 10, 1043 AP Amsterdam, Netherlands	N/A	10%+
Note: These are foreign pension funds; ownership in APG Private Equity Pool 2010 is greater than 10%, but exact figures are not publicly disclosed			

Subscribed and sworn before me this 30<sup>th</sup> day of September, 2020

(Notary Public)

My Commission expires:



R. A. Glisk  
(Affiant)

Ron Glisk, Senior VP of Sales & Marketing

(Print name & title of affiant)

(Corporate Seal)

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## Appendix F: Additional Required Documents

### **DOC #17 GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on the Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

#### **Check one of the following responses to the General Terms and Conditions:**

- ☒ We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 10 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*