

SECTION THREE: PART A – VENDOR CONTRACT AND GENERAL TERMS AND CONDITIONS

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form (“Contract”) is made as of May 1, 2023, by and between _____
First Student, Inc. (“Vendor”) and Region 10 Education Service Center (“Region 10 ESC”) for the purchase of (enter category here) (“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 Public 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.

1. 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 Public 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.

- 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.

2. ARTICLE 2 – ANTICIPATED TERM OF AGREEMENT

- 2.1 **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 two (2) 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.
- 2.2 **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.

3. ARTICLE 3 – REPRESENTATIONS AND COVENANTS

- 3.1 **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.
- 3.2 **Compliance:** Cooperative Purchasing Agreements between Equalis Group and its Members have been established under state procurement law.
- 3.3 **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.

4. 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.
- 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

4.7 **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.

5. 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.

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.

6. 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.
- 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.

7. 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 the time specified by the Purchase Order 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 Member is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties.

8. 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.

9. 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 the Equalis Group Administration Agreement. All pricing submitted to Region 10 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.

10. 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.

11. 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.
- 11.7 **Buy American requirement:** 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.

12. 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.
- 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.

13. ARTICLE 13 – MISCELLANEOUS

- 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.
- 13.2.1 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 Members in Equalis Group.

- 13.2.2 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 Members, 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 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.
- 13.6.1 Certificates of insurance shall be delivered to the Member 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.
- 13.6.2 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.
- 13.7.1 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.

13.7.2 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.

[Signatures follow on Signature Form]

PROPOSAL FORM 19: GENERAL TERMS AND 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.)

PROPOSAL FORM 22: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name First Student, Inc.
Address 600 Vine St. Ste. 1400
City/State/Zip Cincinnati, OH 45202
Telephone No. (760) 405-7171
Fax No. (800) 958-6870
Email address gregg.prettyman@firstgroup.com
Printed name Gregg Prettyman
Position with company VP, FirstAlt
Authorized signature 

Term of contract May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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.



Region 10 ESC Authorized Agent

4/19/23
Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1149A

REQUEST FOR PROPOSAL #R10-1149 FOR: ALTERNATIVE TRANSPORTATION SERVICES

February 10, 2023

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Proposal Form Checklist

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 1 is a separate attachment (attachment B).

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your price proposal.

PROPOSAL FORM 1: ATTACHMENT B – PRICING

QUESTIONNAIRE & EVALUATION CRITERIA:

PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

OTHER REQUIRED PROPOSAL FORMS:

PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

PROPOSAL FORM 4: CLEAN AIR AND WATER ACT

PROPOSAL FORM 5: DEBARMENT NOTICE

PROPOSAL FORM 6: LOBBYING CERTIFICATION

PROPOSAL FORM 7: CONTRACTOR CERTIFICATION REQUIREMENTS

PROPOSAL FORM 8: ANTITRUST CERTIFICATION STATEMENTS

PROPOSAL FROM 9: IMPLEMENTATION OF HOUSE BILL 1295

PROPOSAL FROM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

PROPOSAL FORM 11: RESIDENT CERTIFICATION

PROPOSAL FORM 12: FEDERAL FUNDS CERIFICATION FORM

PROPOSAL FORM 13: ADDITIONAL ARIZONA CONTRACTOR REQUIREMENTS

PROPOSAL FORM 14: OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

PROPOSAL FORM 17: C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PROPOSAL FORM 18: STOCKHOLDER DISCLOSURE CERTIFICATION

PROPOSAL FORM 19: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE

PROPOSAL FORM 22: VENDOR CONTRACT AND SIGNATURE FORM

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PROPOSAL FORM 1: ATTACHMENT B – PRICING

Pricing should be entered in the attachment B Excel form provided in this RFP packet. Please reference Section 1, Part B, Instructions to Proposers, for more information on how to complete pricing.

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PROPOSAL FORM 2: QUESTIONNAIRE & EVALUATION CRITERIA

Instructions:

Respondents should incorporate their questionnaire responses directly into the green cells below. Failure to provide responses in this format may result in the proposal being deemed as non-responsive at the sole discretion of Region 10.

Respondents may incorporate additional documents as part of their response which may be utilized by Region 10 as part of the evaluation. Additional documents must be consolidated as part of this Section 2 at the end of your response.

Region 10 has associated the evaluation criteria with the question that most closely aligns with that respective evaluation criteria. Region 10 reserves the right at its sole discretion to base its evaluation and specific evaluation criteria on any part of the respondent's proposal.

Evaluation Criteria	Question	Answer
Basic Information		
Required information for notification of RFP results	<i>What is your company's official registered name?</i>	First Student, Inc.
	<i>What is the mailing address of your company's headquarters?</i>	600 Vine Street, Suite 1400 Cincinnati, OH 45202
	<i>Who is the main contact for any questions and notifications concerning this RFP response, including notification of award? Provide name, title, email address, and phone number.</i>	Gregg Prettyman, VP Alternative Transportation, gregg.prettyman@firstgroup.com , 760.405.7171
Products/Pricing (30 Points)		
Coverage of products and services	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Ability of offered products and services to meet the needs requested in the scope	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Pricing for all available products and services, including warranties if applicable	<i>Does the respondent agree to offer all future product and services at prices that are proportionate to contract pricing offered herein?</i>	First Student agrees to offer all future product and services at the prices that are proportionate to contract pricing offered herein.
	<i>Does pricing submitted include the required administrative fee?</i>	Yes, pricing submitted in this proposal includes the required administrative fee.
	<i>Do you offer any other promotions or incentives for customers? If yes, please describe.</i>	First Student will offer a volume discount to clients who are running over 100 trips per day. Because our services are priced to be mutually beneficial to both the clients we serve and the transportation partners we contract with, our pricing is set at a rate that additional special promotions are not able to be offered.
Ability of Customers to verify that they received contract pricing	<i>Were all products/lines/services and pricing being made available under this contract provided in the attachment B and/or Appendix B, pricing sections?</i>	All alternative products/lines/services and pricing for alternative services will be provided in attachment B.
	<i>Outline your pricing strategy provided in Attachment B. If</i>	Alternative transportation is charged on a per trip basis, not per student. There is no minimum requirement or obligation to use our services. Base trip

utilizing a list price, please indicate where agencies can find the list and your methodology for determining that list price.

elements for pricing include base mileage with additional costs for wheelchair vehicles, student equipment, monitor, and wait time.

Trip Elements and Pricing Definitions

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include – a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Trip Minimum

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Miles Included

The number of miles included in the trip minimum. If additional students are added to a trip and the miles remain under the “miles included” number, no additional charge will be incurred.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Student Equipment

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

Standard Wait Time

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are

unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

District Approved Wait Time

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

Hard to Service Trips

If a particular trip or group of trips are determined to be "hard to service," FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples would include students that may urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this pricing element is to provide FirstAlt and the district with a method and approach to service trips that deal with extreme elements outside of the expected type of service.

No-Shows and Late Cancels

Late Cancel

A late cancel charge is incurred when FirstAlt has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

No-Shows

A no-show charge is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. The driver will mark the student as a no-show when there is either A) no sign of the student being ready for pick up B) the guardian or district notifies the driver, who is on-site, that the student does not require transportation. No show fees are only applicable when 100% of the students on a trip are not present.

Travel Time

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic or other unusual conditions, and therefore will need more than one hour of travel time.

Adding and Removing Students

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take 48 hours or less but may take up to 72 hours to implement. If FirstAlt staff believes the requested addition or change could take more than 72 hours, we will communicate with the school district to determine a reasonable amount of time.

Student Cancellations

There are two types of student cancellations, temporary and permanent.

Temporary Student Cancellation

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

		<p>Permanent Student Cancellation</p> <p>The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.</p> <p>FUEL SURCHARGES</p> <p>Should the State average regular gasoline price increase by 50 cents or more per gallon according to the EIA website from a year ago, FirstAlt’s mileage rate will be increased by 50 cents until gas prices lower or until they increase by an additional 50 cents from a year ago. Thus, if the price of gasoline according to the gasoline price index is \$5.00 a year ago, and it increases to \$5.50, an additional 50 cents will be added to the specified mileage rate.</p>
Payment methods	<i>Define your invoicing process and methods of payments you will accept. Please include the overall process for agencies to make payments</i>	Customers are invoiced on the 15 th of each month for the prior month with Net 30 terms, but accommodations can be made for weekly billing, if preferred. Invoices can be broken out by different departments and population types at the direction of the client. Payment is accepted by ACH and check.
Other factors relevant to this section as submitted by the Respondent	No answer is required. Region 10 will utilize your overall response and the products/services provided in Attachment B to make this determination	
Performance Capability (25 Points)		
Demonstrate ability to provide qualified drivers	<i>Please provide a high-level overview of any training programs or testing a driver must undergo. Please specify if drivers are required to undergo special needs training.</i>	<p>First Student is the only school transportation company recognized as a leader in safety by the prestigious Campbell Institute and to have been awarded the National Safety Council (NSC) Green Cross for Safety medal.</p> <p>When it comes to the safety of your students, it’s imperative that you feel confident in those you entrust with their care. With First Student as your student transportation provider of choice, you can rest assured the safety of your students is our main priority. When a student is riding with First Student, they should feel safe and secure. When a parent waves goodbye to their child, they should feel confident that their most precious cargo will arrive to school safe and ready to learn. When a teacher or principal meets our vehicles at the end of each school day, there should be no doubt that their students will have a safe journey back to their home. It is our utmost goal that everyone – students, parents and district staff – feel comfortable and confident that we will provide the best start and finish to each student’s school day.</p> <p>FirstAlt partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans and wheelchair vans – that meet all First Student and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete FirstAlt student transportation training. FirstAlt confidently confirms that all transportation providers, drivers and vehicles meet or exceed all FirstAlt, state, local and school district transportation requirements before transporting students.</p> <p>FirstAlt’s industry-first digital driver ID allows parents and school staff to see real-time verification of the driver’s eligibility to service their student. The digital driver ID provides up-to-the-minute validation that the driver has been fully vetted and assigned to the specific student and trip. Parents/caretakers and staff can ask to view this digital ID before loading their students.</p> <p>All contracted drivers and vehicles will also carry easy-to-identify badges and vehicle stickers allowing staff and parents to quickly identify the vehicle and driver. The FirstAlt vehicle sticker will be visible on the passenger side windshield and drivers will have badges that will be easy to spot from a distance for staff and parents.</p>

Prior to providing services, all vehicle operators must have a valid driver's license, successfully complete all required pre-service training, submit to the required background and/or fingerprinting checks, demonstrate physical and mental capabilities required to carry out all assigned responsibilities and be enrolled in a drug and alcohol testing consortium that provides for pre-employment testing as well as random, reasonable suspicion and post-accident drug and alcohol testing.

Driver Qualifications

FirstAlt's screening process for our subcontracted drivers is summarized in the following steps:

1. Initial Review
 - Drivers must have the following qualifications to start the onboarding process:
 - Must be 21 years of age or older unless otherwise specified by contract
 - Must possess a valid driver's license in the state or province of residency
 - Must provide an updated photo for driver ID
 - Must have three years of licensed driving experience
2. Background and Motor Vehicle Record Checks
 - We work with a third-party vendor, First Advantage, who provides our pre-service and ongoing checks for all drivers. Then, our Employment Standards team reviews all results to ensure drivers are compliant with federal, state and local laws. Driver qualifications include:
 - Initial and Ongoing Motor Vehicle Records Check
 - No more than three moving violations or three minor accidents in past three years
 - Must have three years of licensed driving experience
 - We also examine Motor Vehicle Records (MVRs) for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions
 - Initial and Ongoing Criminal Records Checks
 - Applicant's entire conviction history is viewed holistically
 - DUI/DWI convictions may disqualify applicants from employment
3. Drug and Alcohol Testing
 - In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident or reasonable suspicion drug/alcohol test, will be disqualified.
4. State, Local and Client Required Checks
 - FirstAlt knows that the safety of students is the number one priority. FirstAlt confirms that all transportation providers and their drivers have met all FirstAlt, state, local and school district requirements before transporting students.

After fulfilling the requirements above, all drivers must complete the required vehicle inspections, school district or local requirements such as physicals or TB tests as required and industry leading FirstAlt driver training that's specifically designed for drivers providing student transportation in smaller capacity vehicles.

		<p><u>Driver Training</u></p> <p>FirstAlt driver training is a multi-module training for student transportation drivers in smaller capacity vehicles designed by industry experts providing a set of guidelines, best practices and tools. The FirstAlt driver training program which includes insights from behavioral experts and testing, is readily available on the FirstAlt Driver App and must be completed before transporting students.</p> <p>Driver Training Curriculum:</p> <ul style="list-style-type: none"> • Commitment to Safety • Contractor Conduct Guidelines • Pre and Post Trip Vehicle Check • Student Loading & Unloading • Passenger Seatbelt Usage • Transporting Students Who Utilize Specialized Equipment • Unattended Children • Unauthorized Stops • Unauthorized Passengers • Inclement Weather & Emergency Events • Child Search Procedure • Student Confidentiality and Privacy (FERPA) • Safety Best Practices • Adverse Conditions • Distracted Driving • Preventing Harassment • Preparing Students to Learn • Special Needs • Transportation Challenges <p>After completing the driver training program, drivers will be equipped with tools for understanding the functions of behavior and the Rage Cycle which will help drivers relate to the students and to de-escalate issues as they arise. In addition, parents and caregivers will be asked to fill out an “All About Me” form for their student to provide the drivers a better understanding of the student’s likes, dislikes and items needed to make the student comfortable giving each student the personalized care that they deserve. Once a driver is fully vetted and has passed all training requirements, they are prepared to handle everything — from behavioral challenges to installing and using special needs equipment</p>
	<p><i>Describe how drivers are procured i.e. outsourced or internally hired and trained.</i></p>	<p>For alternative services, drivers are outsourced using locally established service providers from within the region that is being served. Once transportation partners are cleared through our onboarding process, they are trained using the methods outlines in the answer above.</p> <p>Minimum requirements for providers and drivers to work with FirstAlt:</p> <p>Transportation Providers</p> <ul style="list-style-type: none"> • Service Provider Agreement • W-9 • Insurance Acknowledgement • Business License • Direct Deposit Info <p>Drivers</p> <ul style="list-style-type: none"> • Driver Acknowledgment • Valid Driver’s License • 21 years or older • Background Check (continuous) • MVR Check (continuous)

		<ul style="list-style-type: none"> • Drug and Alcohol Consortium <ul style="list-style-type: none"> ✓ Pre/Random/Post/Reasonable Suspicion • FS Approved Training • Smart Phone Version • Driver Photo (ID) • English Speaking <p>Monitors</p> <ul style="list-style-type: none"> • Monitor Acknowledgment • Valid ID • 21 years or older • Background Check (continuous) • MVR (continuous) • Drug and Alcohol Consortium <ul style="list-style-type: none"> ✓ Pre/Random/Post/Reasonable Suspicion • FS Approved Training • Smart Phone Version • Monitor Photo (ID) • English Speaking <p>Vehicles</p> <ul style="list-style-type: none"> • First Student Visual Verification • Annual Certified Mechanic Inspection • Proof of Registration • 10-year limit • Cleanliness • Approved Vehicle Type • First Aid Kit • Fire Extinguisher <p>This model is beneficial for both our clients and providers alike. Some benefits for providers are:</p> <ul style="list-style-type: none"> • A supplemental revenue opportunity to established service providers • Consistent revenue stream • Opportunity to grow their business • Access to large transportation contracts • Opportunity to expand with First Student at the regional & national level
	<p><i>Describe any background check processes a driver must undergo.</i></p>	<p>As outlined above, contracted transportation partners are required to pass initial background and motor vehicle record (MVR) checks and are enrolled in a continuous background and MVR check monitoring program. By running continuous background and MVR checks on a federal and state level, we ensure the safety of the students in our care is always a top priority. Once a driver has been cleared through our onboarding process, they will be provided with a digital ID that reconfirms they are an eligible driver daily. Additionally, each driver is provided with a physical lanyard and a sticker for their windshield to easily identify they are a First Student transportation partner.</p>
	<p><i>List the number and location of offices, or service centers for all states being proposed in solicitation</i></p>	<p>There are 756 First Student locations in 40 states, with the ability to expand into additional states as needed. Additionally, we are providing services in five Canadian provinces. A detailed location list can be provided upon request. First Student is capable of servicing districts in all 50 states.</p> <p>States First Student is currently operating in:</p> <ul style="list-style-type: none"> • AK • AR • AZ • CA

		<ul style="list-style-type: none"> • CO • CT • DE • FL • GA • IA • IL • IN • KS • LA • MA • MD • ME • MI • MN • MO • MS • MT • NC • NE • NH • NJ • NY • OH • OR • PA • RI • SC • SD • TN • TX • UT • VA • VT • WA • WI
	<p><i>Provide verification of compliance with any state, local and/or federal regulations.</i></p>	<p>First Student abides by all federal, state, and local student transportation regulations. In addition to these regulations, First Student also complies with any district specific requirements. Verification can be provided upon request as these regulations vary by state and region. All First Student transportation services are regulated by the Department of Education.</p>
<p>Transportation service capabilities</p>	<p><i>Please provide a brief overview of products and services offered</i></p>	<p>Specific to alternative student transportation, First Student offers a universal driver training platform, transportation services (including but not limited to special needs, McKinney-Vento, and hard to serve trips), transportation route coverage, transportation technology (including tracking, scheduling and parent/faculty communications), compliant vehicles, and compliance with current state education regulations. Additional value propositions include EV consulting, operational and fleet assessment, fleet maintenance, routing services, and driver and safety training, which can be priced upon request.</p> <p>Each day, districts across North America trust First Student to transport their students to and from school, whether it's in a bus, van, or small capacity vehicles. Over the past century, we have developed relationships based on a common approach to student care. Together we will establish the core tenets of our mutual philosophy – ensuring every student achieves to their highest level. First Student knows the communities we serve, and we care for their</p>

		<p>children like a trusted family member. After all, many of these students have grown up with the First Student family.</p>
	<p><i>Please describe route coverage/service area. If your services are limited to a definitive radius or only available in specific states/regions please be specific on the area your services are provided</i></p>	<p>There are no service area limitations; First Student is capable of servicing districts in all 50 states and Canada.</p>
	<p><i>Are vehicles provided through respondent or outsourced?</i></p>	<p>First Student works with local transportation companies who provide their own vehicles which meet the standards set forth by First Student and the Department of Education. By using local small businesses to provide services, revenue produced by the contracts will largely remain within the community being served. Additional benefits include being able to quickly expand and contract fleet size based on the client's needs as well as no minimum trip volume.</p> <p>Minimum vehicle requirements are:</p> <ul style="list-style-type: none"> • First Student Visual Verification • Annual Certified Mechanic Inspection • Proof of Registration • 10-year limit • Cleanliness • Approved Vehicle Type • First Aid Kit • Fire Extinguisher
	<p><i>Outline ability to provide services to special needs and disabled individuals .</i></p>	<p>Our alternative transportation model is built and designed specifically to serve the needs of disabled individuals. First Student transports more than 500,000 students per day with special needs. We understand part of transporting this population means accommodations need to be made for any special equipment such as wheelchair vehicles, car seats, safety vests, buckle guards, kick boards, etc.</p> <p>When transporting students with disabilities, it's important that those trusted with the job understand that each child is an individual with a unique set of characteristics, personality traits and abilities. First Student is dedicated to educating our staff about the different qualities attributed to each disability and how to appropriately address student challenges as they occur. FirstServes™ aligns First Student with districts and parents to support students with disabilities and ensure we deliver them physically safe and emotionally ready to learn. Our FirstServes™ special education transportation program takes these typical efforts a step further, building on our standard special needs training to incorporate research-based interventions and other effective training models to better serve children with disabilities.</p> <p>We understand how one negative experience can not only disrupt a student's day, but also, the day of the other students, faculty and parents around them. Developed in conjunction with a top-rated children's hospital in the United States, Cincinnati Children's Hospital, FirstServes™ is a special education leadership training program that equips drivers, attendants, district partners and families with tools to improve the ridership for all students—not just those with special needs. Together, we evaluate the needs of the child and implement research-based behavioral interventions that transform their transportation experience and set them up physically and emotionally for the rest of their day.</p> <p>FirstServes™ is more than training, it is a culture shift – the program focuses on meeting the needs of students in special populations and providing appropriate care that is uniquely tailored for each student. We use a train-the-trainer model to prepare each team member that interacts with your</p>

		<p>students. Our Advisory Board develops and delivers the training to all necessary community members, who will in turn train their location staff (drivers, attendants, district partners, etc.). This training method cultivates leaders in each community, expanding First Student's base of special education transportation experts, ensuring knowledge is current and sustainable beyond the initial training.</p>
Response to emergency transportation requests	<i>Describe the type of emergency orders or requests your organization typically receives and how you respond to those requests</i>	<p>First Student tries to accommodate all alternative transportation requests including same day emergencies. However, there are times a new transportation request may take 48 hours or more, depending on the individual circumstances of the student being transported. Most changes or updates can take effect immediately, especially when they're emergencies, but new transportation requests may take time to set up safely with all the proper requirements. All implementation timelines and expectations will be set with each new customer during the initial meeting</p>
Security protocols and privacy protection	<i>Please describe protocols taken to ensure the protection of privacy and data.</i>	<p>First Student requires all employees who might encounter sensitive information, including student data, to participate in an annual training course. The course is designed to provide guidance and expectations regarding the handling of said data. We delete any files or databases that contain student information from computers, servers, etc. upon completion of the service. In the event of an unauthorized disclosure of student records, First Student would work closely with the client to craft an appropriate notification plan for affected individuals.</p>
Customer service/problem resolution	<i>Describe your company's Customer Service Department (hours of operation, how you resolve issues, number of service centers, etc.).</i>	<p>Our students and families are important to us and positive customer relations is at the forefront of what we do. In fact, we do everything possible to establish peace of mind for parents, guardians and school staff as a timely, safe ride to school is one of the first things that prepare students to learn. We have a team of customer service experts dedicated to you and your students who track rides and proactively address and track concerns as they arise to check they're properly addressed and documented. By providing end to end accountabilities for all aspects of the customer service experience, we're able to better serve our clients and continuously improve our processes to better meet the needs of the students and families we serve.</p> <p>Using our Data Management Tool, our Customer Service Team tracks cases and finds the appropriate course of action. These cases are all monitored, and details are collected until they're closed. Once closed, cases will be stored in our Data Management Tool for five years or more depending on the contract. Throughout this process of gathering details, you will be notified of any updates and sent confirmation once cases are closed.</p> <p>All complaints will be fielded and documented carefully by our Customer Service Team. Upon intake of the complaint, we'll make sure you're notified, a proper plan of action is made and tracked. You will actively be updated on our progress until the case is closed and will be sent a full report after. Any additional information will be provided upon request.</p> <p>In order to ensure your satisfaction, clients will partner with FirstAlt's dedicated team of support professionals. From the location level to your regional support team, we provide the resources you can rely on to maintain a successful transportation operation.</p> <p><u>Local Operations Team</u> The local FirstAlt team structure is below with each role and its responsibilities are explained. The local team is hired, trained and prepared to serve you.</p> <ul style="list-style-type: none"> • District Manager <ul style="list-style-type: none"> ○ District Managers oversee the success of the entire operation and make sure there's adequate staff to handle all your transportation needs. On a daily basis, District

		<p>Managers will meet with school district officials, hire and train new FirstAlt employees and meet with or identify existing or new transportation providers.</p> <ul style="list-style-type: none"> • Location Managers <ul style="list-style-type: none"> ○ Location Managers and their teams ensure there’s a sufficient number of drivers and vehicles, visit schools and student homes when needed, and proactively order vehicle equipment. • Transportation Providers <ul style="list-style-type: none"> ○ Transportation Providers are local companies who have partnered with FirstAlt to supply quality drivers, vehicles and monitors. Transportation Providers help ensure drivers and monitors are properly trained, have and understand how to use the necessary equipment and make sure all vehicles meet FirstAlt and school district standards. <p><u>Call Center Team</u></p> <p>To make sure no trip or student is missed, and all details are captured, FirstAlt also has a centralized call center that acts similar to air traffic control, for FirstAlt, our partnering school districts and their students. The Call Center Team ensures compliance, inputs and maintains data, routes and schedules trips and fields calls and communication from school districts, school staff and parents or guardians.</p> <ul style="list-style-type: none"> • Call Center Manager <ul style="list-style-type: none"> ○ Similar to a local District Manager, the Call Center Manager oversees the success of FirstAlt’s internal operations. Call Center Managers are ultimately responsible for maintaining appropriate staffing levels, onboarding and training staff. • Account Guardian <ul style="list-style-type: none"> ○ Account Guardians are one of the most important FirstAlt roles. On a daily basis they: <ul style="list-style-type: none"> ○ Ensure driver and vehicle compliance ○ Monitor school district, school and student data-input ○ Review routing & scheduling ○ Oversee account maintenance • Trip Guardian <ul style="list-style-type: none"> ○ Trip Guardians are dedicated to closely monitoring student trips to and from school. The Trip Guardians will start their day by making sure drivers are logged in and, on their way, and if they’re not, Trip Guardians will quickly identify substitute drivers to ensure ensuring students arrive safely and on time. • Customer Service <ul style="list-style-type: none"> ○ Customer Service will be staffed and readily available to make sure any incidents and accidents are properly documented and tracked. Customer service cases are tracked within FirstAlt software and will not be closed until all of the information is gathered and dispersed per contract. <p>Due to the nature of alternative transportation (i.e., no fixed bus routes), First Student’s FirstAlt division has a decentralized customer service team located throughout the United States, allowing us to better serve our customers and the families we transport by matching our schedule to the times we run</p>
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		services. Bilingual customer services hours run from 4:00am through 7:00pm in each respective time zone, with the option to leave a voicemail after hours.
Financial condition of vendor	<i>Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed refence letters</i>	<p>To demonstrate our financial strength and stability, we have attached our 2022 financial statement and a letter of reference from JP Morgan at the end of this questionnaire. First Student, Inc. is an indirect, wholly owned subsidiary of EQT Infrastructure V Investments S.á.r.l. (“EQT”). EQT is a purpose-driven global investment organization with more than EUR 67 billion in assets under management across 26 active funds. EQT funds have portfolio companies in Europe, Asia-Pacific and the Americas with total sales of approximately EUR 29 billion and more than 175,000 employees. EQT works with portfolio companies to achieve sustainable growth, operational excellence and market leadership. More information about EQT and its family of companies can be found at https://eqtgroup.com/about.</p> <p>As the largest and most-chosen student transportation provider, First Student is a proven solution. We have more experience than any other provider. Unlike new startups, First Student has a century of history, experience and dedicated service that showcase our commitment to student safety, parent trust and school district partnerships across the country.</p> <p>While our company’s history is full of industry innovations and streamlined operations, a partnership with First Student is much more than that. It is a relationship centered around our shared commitment to caring for the children that fill our buses and bring life to your classrooms. The wellbeing and potential of the children we transport has always been the pulse of our business. While our district customers continuously recognize our dedication and care, they recently rated our service with an impressive 9.1 out of 10 for caring for the students we serve (School Year 2021/2022 District Survey)</p> <p>First Student is the only student transportation provider with the expertise, proven operations and experienced leadership necessary to support all student population types for all our clients.</p>
	<i>What was your annual sales volume over last three (3) years?</i>	<p>FY22 - \$2.5B FY21 - \$1.9B FY20 - \$2.1B</p>
Contract implementation / Customer training	<i>Describe training or support you provide to help agencies understand how to utilize the spaces and technology equipment being installed.</i>	<p>As the leader in student transportation, we have built our technology from the ground up to match the needs of the alternative transportation industry, the student’s we serve, and the families we care for. Prior to services beginning, introductions are held between the client and the local area manager over the account. These meetings typically include overviews of our technology, tracking services, and support offered through First Student. Timeline permitting, meet and greets are held with students, guardians, and the assigned driver to ensure the needs of the student are met and they are familiar with the vehicle they will be transported in.</p> <p>First Student has developed custom technology specifically designed for alternative transportation and its unique challenges. This technology will benefit districts, parents, transportation providers, drivers and the students they serve. Our technology provides end-to-end ride visibility providing the safest ride experience for students, their families and school districts. Dashboards alert the team to any trips running late, substitute drivers needed and each driver and student’s status.</p> <p>Driver App FirstAlt Driver App, powered by First Student, is designed for drivers. It enables drivers to begin their driving journey in a few steps. Driver App is used by drivers to onboard and manage their vetting process. Once fully compliant, a driver will use the driver app to service and manage their day-to-day trips. Drivers will also use their device to receive information throughout the course of the day regarding their trip.</p>

The Driver App has five key areas of functionality: trip acceptance, trip tracking, schedule view, driver data management and messaging. Each of these areas within the app simplifies the drivers' interactions with the First Student team while providing access to everything they need to be successful. All drivers must have access to an Android or IOS smartphone and install the app to ensure that all trips are properly tracked.

- **Onboard**

Driver App will automatically sync each driver with First Student, state, city and district vetting requirements depending on the registration process initially set by their transportation provider. Once invited to the application, each driver will be able to complete all required onboarding materials. The system will also track the expiration dates of documents to guarantee full compliance. All driver documents are automatically uploaded into the Data Management Tool. A FirstAlt team member will then review and validate.

- **Service**

Driver App allows drivers to login, check-in or reject trips, upload and change their data, and communicate with FirstAlt digitally. The app allows drivers to act with their trips and keep track of their daily trip progress goal of this app is to digitize all logging of driver trip events and statuses and to simplify the process for the driver as much as possible. The driver app is the first interaction that some drivers will have with FirstAlt. The app is extremely user-friendly and focused on ease-of-use for the driver.

Provider Portal

Provider Portal is used by transportation providers to onboard, invite drivers, manage their fleet and manage their trips. The transportation provider is invited to have access to the portal once they have been vetted by a FirstAlt employee. Once they receive access, they can easily onboard and register their businesses and start adding drivers.

Provider Portal is intended to allow the business manager to scale rapidly while ensuring that all companies and their drivers are fully compliant with First Student, state, city and district requirements. All documents will go through the Data Guardian Tool for authorization by a First Student employee.

Transportation Providers can login and confirm route assignments and confirm or make changes to any future trips. This allows for efficient coverage of all routes. Additionally, managers will get instant notification to change regarding their trips such as day cancelations for students, time updates, bad weather cancelations or delays.

Trip Guardian Tool

Trip Guardian Tool gives the trip tracker the capability to view real-time trip data in a simple, visual way so that we can easily identify time-sensitive issues, implement corrective actions and provide real-time transportation updates as needed to our partners. Trip tracking is a core part of the day-to-day operation of the FirstAlt transportation model, and one of the six core pieces of software needed to run trips successfully. This internal tool allows the FirstAlt team to surface data anomalies and provides a robust amount of information so the trip tracking specialist can quickly identify issues and correct them with ease.

The trip tracking system functionality includes:

- **Trip Exception and Trend Analysis Dashboards**

Highlights exceptions that occur during daily transportation operations and rolls up data to different levels of management to

show problems across different areas. Examples of these exceptions include late-running trips, trips that have not yet been accepted, no-show requests, no load, trip rejections, etc. The managerial dashboards highlight metrics related to key performance indicators such as on-time performance and percentage of substitute drivers.

- **Issue Resolution Workflows**
Allows for updating fields related to tactical, day-to-day trip information as issues arise. This includes trip emulation, end-of-day audits and resolution of reports.
- **Search Functionality**
Allows trip trackers to search for records related to the issue they are trying to solve. This is accomplished through a combination of well-defined search terms and business rules in combination with an easy-to-use interface.
- **Role and Area-Based User Access**
The system is designed to have regional and hierarchal permissions related to data editing and viewing so users can focus on information related to their assigned duties and area.
- **Employee Performance Tracking**
The platform displays high-level phone metrics related by region, allowing the management team to track employee performance and regional managers can look for potential issues with service.
- **Messaging**
The trip tracker will integrate with an instant messaging platform so that trip trackers can field questions through third party tools integrated within the company's website and tools (i.e., district portal and parent app). This will also allow for easier communication directly to drivers and parents.
- **Actionable Notifications**
As trips begin going out and the day gets busier, it gets harder for trip trackers to keep searching and looking for issues in the system. The trip tracker tool has a robust notification system that highlights problems and provides users with a way to fix or update the item highlighted as a notification.

Data Guardian Tool

The Data Guardian Tool plays a pivotal role in the state entry, management and retrieval of information. The tool surfaces all data related to the FirstAlt team in a single place, allowing data and account specialist to perform their work in a common and consistent interface. This creates operational efficiencies by providing a tool tailored to their daily duties and measures KPIs important to clients and parents.

The data management tool is divided into the following functionality groups:

- **Data Entry and Management**
Effectively capture all the data needed to run trips, such as district information, school information, student details, transportation provider vetting and driver vetting.
- **Data Validation**
As the business scales, putting the data entry on external parties instead of employees helps lower costs and pushes the business to automate and streamline the validation of vendor data, and the tools needed to allow the business to verify data.
- **Notifications and Dashboards**
Notifications and dashboards are used to let employees know when important changes occur within their region and this feature provides employees with insight into their own performance and regions.

		<ul style="list-style-type: none"> • Search and Access Capabilities Strong search and data access permissions will help users quickly search and find the information that they have permission to view. • CRM Capabilities The system needs to track and manage incidents, accidents, emergencies and complaints reported through the Trip Tracker Tool. This tool needs to have a refined process for handling all these different items in a standardized format. <p>District View The District View dashboard allows you to view all the FirstAlt trips, manage student transportation needs, update student information and manage day-to-day trips. It can be incorporated as a standalone product and easily accessed via desktop to view your entire transportation system. District View will also have historical trip information which will include no load information, student cancelations and vehicle information.</p>
Other factors relevant to this section as submitted by the Respondent	<p><i>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</i></p>	<p>Invoices are generated on a monthly or weekly basis and can be broken down by location, population type, or program.</p> <p>Robust management reporting will be provided on a monthly, quarterly, and yearly basis to assist our customers with budget planning, data consolidation, attendance reports, and program overview. Examples of data provided are:</p> <ul style="list-style-type: none"> • Service dates • Trip counts (per billing period, date, and student) • Trip mileage • Students per trip • Pro-rated student mileage • Student ridership summary • Billing details • No-show and late cancel stats
	<p><i>Provide your safety record, safety rating, EMR and worker's compensation rate where available.</i></p>	<p>First Student has maintained a "satisfactory" safety rating since 4/8/2003 (there are three possible ratings: satisfactory, unsatisfactory, and conditional) and maintains a NCCI Mod Rate (EMR) of 0.99 as demonstrated at the end of this questionnaire. Additionally, in 2022, our worker's compensation rate per million miles was 3.43. First Student is the only school transportation company recognized as a leader in safety by the prestigious Campbell Institute and to have been awarded the National Safety Council (NSC) Green Cross for Safety medal.</p>
	<p><i>Provide your vehicle compliance requirements along with verification of compliance with current state, local, and/or federal regulations.</i></p>	<p>First Student works with local transportation companies who provide their own vehicles which meet the standards set forth by First Student and the Department of Education and follow all state, local, and federal regulations.</p> <p>Minimum vehicle requirements are:</p> <ul style="list-style-type: none"> • First Student Visual Verification • Annual Certified Mechanic Inspection • Proof of Registration • 10-year limit • Cleanliness • Approved Vehicle Type • First Aid Kit • Fire Extinguisher
Qualification and Experience (25 Points)		
Respondent reputation in the marketplace	<p><i>Provide a link to your company's website</i></p>	<p>https://firststudentinc.com https://firststudentinc.com/our-services/firstalt/</p>
	<p><i>Please provide a brief history of your company, including the year it was established.</i></p>	<p>Our company's history traces back to 1913 when Frank A. Patchett rallied his limited resources to develop a transportation solution for his rapidly growing community of Newman, California. Patchett attached bench seats, wood</p>

		<p>paneling and a roof to the frame of a Ford Model-T creating a preliminary design that would go on to become the yellow school bus we know and love today. Over the years, First Student has expanded it's services by developing new divisions of business and acquiring several companies with dedicated people and resources who have helped to broaden our reach and hone our trade, creating a curated powerhouse focused on the safety of students. Today, we follow Patchett's example by using our resources to create transportation solutions for communities big and small, putting students first and listening to our District partners as we continue to raise the bar. Across North America, more school districts choose First Student over any other provider for their student transportation needs. At First Student, satisfying customers begins with our commitment to high standards of excellence. We are continuously learning and proactively applying best practices. Driven by our vision and values, we are a customer-centric organization with an unwavering commitment to the communities we serve. We will work with our clients throughout our partnership to support and uphold your fundamental mission.</p> <p>Mission Statement: Provide unmatched care and the safest ride to school, so when students arrive, they start and end their day with an exceptional experience and are ready to achieve their full potential.</p> <p>Values: focus on safety, care for our students, surpass customer expectations, foster teamwork, and set the highest standards.</p>
<p>Past relationship with Region 10 ESC and/or Region 10 ESC members</p>	<p><i>Have you worked with Region 10 in the past? If so, what was the timeframe for that work?</i></p>	<p>While First Student does have several customers throughout Texas, to the best of our knowledge, we have not previously worked directly with Region 10 in the past.</p>
<p>Experience and qualification of key employees</p>	<p><i>Please provide contact information and resumes for the person(s) who will be responsible for the following areas. Region 10 requests contacts to cover the following:</i></p> <ul style="list-style-type: none"> * Executive Support * Account Manager * Contract Manager * Marketing * Billing, reporting & Accounts Payable 	<p><u>Executive Support</u></p> <ul style="list-style-type: none"> • John Kenning, CEO and President <ul style="list-style-type: none"> · CEO and President John Kenning joined First Student in February 2022, bringing with him a wealth of experience managing fleet-based businesses and distributed workforces. John's career includes more than three decades of leadership experience and includes a proven track record of leading technological innovation, commercial excellence and operational rigor to provide best-in-class services to customers. · Previous Employment <ul style="list-style-type: none"> ▪ Regional Chief Executive Officer of the Americas for G4S ▪ President of Commercial Development for OfficeMax ▪ President of North America commercial for ADT/Tyco International · Education <ul style="list-style-type: none"> ▪ Bachelor of Science in Marketing and Finance, Miami University • Dean Suhre, Chief Operating Officer <ul style="list-style-type: none"> · Chief Operating Officer Dean Suhre is responsible for all regional operations of First Student, with a focus on improving operational discipline and compliance down to the location level. Dean co-led Mission 1, an important reorganization and transformation project for First Student, which resulted in significant overall improvements in safety, results, customer service and employee satisfaction. He also led the development of various technological advances and other operational improvement initiatives at First Student.

		<ul style="list-style-type: none"> · Previous Employment <ul style="list-style-type: none"> ▪ Chief Financial Officer and various other finance and operations positions for Laidlaw Education Services (acquired by FirstGroup America in 2007) and First Student · Education <ul style="list-style-type: none"> ▪ Bachelor of Science in Accounting, Southern Illinois University ▪ Master of Business Administration, Webster University • Darryl Hill, Ph.D., CSP, Senior Vice President of Safety <ul style="list-style-type: none"> · Senior Vice President of Safety Darryl Hill, Ph.D., CSP oversees safety for First Student. He brings 30 years of safety experience to our organization. His background spans diverse organizations that include information technology, manufacturing, engineering and healthcare. · In addition to Darryl’s professional accomplishments, he has held leadership positions within the safety industry including serving as President and member of the Board of Trustees of the American Society of Safety Engineers. · For more than 20 years, Darryl served as Adjunct Assistant Professor at Oakland University. He’s written several books and numerous articles on safety-related subjects, all published in peer-reviewed journals. · Previous Employment <ul style="list-style-type: none"> ▪ Corporate Director of Global Environmental, Health and Safety Governance and Product Stewardship for Abbott Laboratories ▪ Vice President of Global Health and Safety for Johnson Controls ▪ Vice President of Safety and Health for ABB, Inc. · Education <ul style="list-style-type: none"> ▪ Bachelor of Science in Occupational Safety, Iowa State University ▪ Master of Science in Hazardous Waste Management, Wayne State University ▪ Doctor of Philosophy in Educational Leadership, Oakland University ▪ Master of Business Administration, Southern New Hampshire University • Sean McCormack, Chief Information Officer <ul style="list-style-type: none"> · Chief Information Officer Sean McCormack is responsible for the company’s digital strategy, information technology capabilities, technical operations and innovations. Sean has more than 20 years of global leadership experience spanning multiple industries to include digital products, eCommerce, manufacturing, automotive, consumer packaged goods, supply chain, retail and employment services. His career began in the armed forces, serving eight years in military intelligence. He and his teams have received the CIO Top 100 Award, InformationWeek’s Top 50 in Innovation and he’s the personal recipient of the Business Transformation 150 and Microsoft MVP Awards. · Previous Employment <ul style="list-style-type: none"> ▪ Vice President of Engineering for W.W. Grainger ▪ Chief Digital Officer for Harley Davidson
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Past experience working with the public sector	<p><i>What are your overall public sector sales, excluding Federal Government, for last three (3) years?</i></p>	<p>FY22 - \$2.5B FY21 - \$1.9B FY20 - \$2.1B</p>
	<p><i>What is your strategy to increase market share in the public sector?</i></p>	<p>The market for transporting special needs, McKinney-Vento (MKV), and out-of-district students is roughly \$7.5B USD per annum and approximately 30% of the student transportation market. Market demand is growing for small capacity vehicles to transport special needs, MKV, and out-of-district students. These vehicles include vans, SUVs, and sedans that supplement large capacity yellow buses for these low passenger loads. Growing special needs and MKV student populations, increased public funding for transportation of these populations, and the rising cost associated with small passenger loads has resulted in many districts using local taxicab service or purchasing their own vans. By utilizing FirstAlt services powered by First Student, districts can rest assured knowing some of their most vulnerable populations are getting the services they need. By leveraging our 756 locations, each location manager will have a solution they can market to new customers within their region utilizing this cooperative purchasing agreement.</p>

		<p>Because First Student is not currently apart of any other cooperative purchasing groups, our team will be fully invested in building a strong and mutually beneficial partnership. Our team is committed to expand our resources into all areas where our services can be utilized.</p>
<p>Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors</p>	<p><i>Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.</i></p>	<p>The amount of pending or past litigation experienced by First Student, Inc. is consistent with that of other similarly situated companies. As a national provider of transportation services with more than 1,100 contracted clients, First Student routinely engages in such legal matters which have no bearing on the organization’s ability to fulfill the specific requirements of this or any other contract. The requested data would be onerous to compile and would provide little or no useful insight. In fact, the majority of litigation First Student is involved in is of such a minor nature that it is handled almost exclusively by our company’s insurance carrier; examples would include personal injury claims and workers’ compensation claims. Any settlements of such claims or litigation would be constrained by confidentiality agreements.</p>
<p>Minimum of 5 public sector customer references relating to the products and services within this RFP</p>	<p><i>Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the entity; contact name & title; city & state; phone number; years serviced; description of services; and annual volume</i></p>	<p>Fresno Unified School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Paul Rosencrans, Manager II • City & State: Fresno, CA • Phone: (559) 457-3138 • Years Serviced: 20 • Buses: 168 • Alternative Vehicle Trips: 12,600 annually • Description of Services: Home-to-school transportation for special education students. <p>Riverside Unified School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Ken Mueller, Transportation Director • City & State: Riverside, California • Phone: (951)788-7496 Ext. #84001 • Years Serviced: 5 • Buses: 225 • Alternative Vehicle Trips: 2,700 annually • Description of Services: Home-to-school transportation for special education students. <p>Lower Moreland Township School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Mark McGuin, Business Manager • City & State: Huntingdon Valley, PA • Phone: (215) 938-0272 • Years Serviced: 5 years • Buses: 45 • Alternative Vehicle Trips: 1,800 annually • Description of Services: Home-to-school transportation for special education & MKV students <p>Norristown Area School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Matt Beasley, Transportation Supervisor • City & State: Norristown, PA • Phone: (610) 630-5020 • Years Serviced: 7 years • Buses: 37 • Vans: 65

		<ul style="list-style-type: none"> • Alternative Vehicle Trips: 1,000 annually • Description of Services: Home-to-school transportation for special education students <p>Upper Merion Area School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Robert Malkowski, Director of Operations • City & State: King of Prussia, PA • Phone: (610) 205-6411 • Years Served: 7 • Buses: 29 • Vans: 11 • Alternative Vehicle Trips: 1,000 • Description of Services: Home-to-school transportation for special education students <p>Lufkin Independent School District</p> <ul style="list-style-type: none"> • Contact Name & Title: Dr. Daniel Spikes, Assistant Superintendent of Administrative Services • City & State: Lufkin, TX • Phone: (936) 634-6696 • Description of Services: Consulting services
<p>Certifications in the Industry</p>	<p><i>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</i></p>	<p>First Student is licensed to conduct business in 40 states as well as five provinces in Canada. Please see included federal licensure information at the end of the questionnaire. A list of city business licensing information can be provided upon request.</p> <p>The majority of our transportation partners are minority or woman owned businesses.</p>
<p>Company profile and capabilities</p>	<p><i>What best describes your position in the distribution channel? (Manufacturer, Authorized Distributor, Value-Add Reseller, Other</i></p>	<p>First Student is a full-service student transportation solution provider with expert divisions for busing, services, electrification, consulting and alternative student transportation. The best way to describe our company is as a partner to our clients that acts as an extension of their current transportation department.</p>
<p>Other factors relevant to this section as submitted by the Respondent</p>	<p><i>If your company is a privately held organization, please indicate if the company is owned or operated by anyone who has been convicted of a felony. If yes, a detailed explanation of the names and conviction is required.</i></p>	<p>To the best of First Student's knowledge, it is not owned or operated by anyone who has been convicted of a felony.</p>
	<p>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. These will be provided in the space provided in Form 6. No answer is required here.</p>	
<p>MWBE Status and/or Program Capabilities (10 Points)</p>		

MWBE status, subcontractor plan, and/or joint venture program	<i>Please indicate whether you hold any diversity certifications, including, but not limited to MWBE, SBE, DBE, DVBE, HUB, or HUBZone</i>	Though First Student may not hold any MWBE business certifications directly, our focus is no less set on creating meaningful sourcing plans with minority, small, local, veteran-owned, and other diverse suppliers. Because we subcontract with small businesses directly within the communities we serve, the majority of our transportation providers are minority owned and operated.
	<i>Do you currently have a diversity program in place, such as a Mentor Protégé Program or subcontractor program? If you have a diversity program, please describe it and indicate whether you plan to offer your program or partnership through Equalis Group?</i>	In order to drive change and progress within our business, First Student launched a Diversity & Inclusion Council. The Council includes 28 employees from various departments and locations throughout First Student. Council members are invited to the organization for a set period of time. Member rotation allows more employees to represent our diverse organization.
	Please attach any certifications you have as part of your response to Form 6.	
Good faith efforts to involve MWBE subcontractors in response	<i>Did your company contact MWBEs or minority chambers of commerce by telephone, written correspondence, or trade associations at least one week before the due date of this RFP to provide information relevant to this opportunity and to determine whether any MWBEs were interested in subcontracting and/or joint ventures?</i>	Yes, First Student is continuously vetting providers across the nation using the standards outlined at the beginning of our responses to serve our current customers and build a bench of resources in new areas.
Demonstrated ongoing MWBE program	<i>Outline your subcontractor strategy and efforts your organization takes to include MWBE subcontractors in future work, including but not limited to efforts to reach out to individual MWBE businesses, minority chambers of commerce, and other minority business and trade associations.</i>	First Student supports small businesses whenever possible. We engage in good-faith efforts to maximize minority-owned (MBE), woman-owned (WBE), small (SBE), disadvantaged (DBE), historically underutilized (HUB) and disabled veteran (DVBE) businesses and firms. We commit to supporting the local business community and minority/disadvantaged businesses and will pursue partnership opportunities that are advantageous to all our clients. First Student's FirstAlt division works directly with locally established small businesses which are often MWBE businesses and ensure that much of the revenue produced by these contracts remains in the very communities that are served.
Commitment to Service Equalis Group Members (10 Points)		
Marketing plan, capability, and commitment	<i>Detail how your organization plans to market and promote this contract upon award, including how this contract will fit into your organization's current go-to-market strategy in the public sector.</i>	<p>Marketing team drive awareness of Equalis in the U.S. using the following tactics:</p> <ul style="list-style-type: none"> • Landing Page: Create a contract landing page upon award. This site will hold all of the latest contract information, products and pricing. We will also collaborate with Equalis marketing to create an email awareness campaign to explain how FirstAlt and Equalis will make the transition seamless for the Equalis membership. • Customer Facing Collateral: FirstAlt marketing will create and deliver collateral explaining the Equalis agreement and will be staged on the Equalis landing page and printed for Equalis customers. Collateral will communicate the benefits of purchasing through the agreement from FirstAlt as well as showcase products, services, and solutions offered to customers. FirstAlt will have collateral ready to be distributed upon announcement of award. We will have collateral for current Equalis customers to make them aware of the new contract and provide an FAQ to transition into the next agreement. For non-members, we

		<p>will convey that FirstAlt is a member of Equalis and promote adoption into the Equalis brand.</p> <ul style="list-style-type: none"> • Sale Enablement: FirstAlt will have a dedicated account manager for all Equalis members. Our account manager will train our sales team on the Equalis agreement and our marketing team will provide sales enablement tools as updates and/or changes with the Equalis program arise. • Customer Newsletter: First Student sends a quarterly newsletter to thousands of customers and tens of thousands of prospects. Upon award, FirstAlt and Equalis will be featured heavily and will have a spotlight every quarter moving forward. • Corporate Communications: Shall FirstAlt win the award, a press release will be sent out via PR newswire. This new agreement between FirstAlt and Equalis will be shared on the First Student Newsroom as well as on social media and will be shared by colleagues. The agreement will be shared the first Thursday after the award in our FirstNews newsletter that circulates to all internal employees. • Co-Marketing Opportunities: FirstAlt will gladly participate in any co-branding/co-marketing opportunities with Equalis. The marketing team currently co-markets with other vendors successfully. • Social and Paid Media: FirstAlt will use social and paid media to reach Equalis customers in the US. • Executive Sponsorship. Our FirstAlt management team will conduct quarterly business reviews with Equalis executive leadership team.
	<p><i>Detail how your organization will train your sales force and customer service representatives on this contract to ensure that they can competently and consistently present the contract to public agency customers and answer any questions they might have concerning it.</i></p>	<p>First Student has extensive experience selling cooperative agreements directly to school districts and is confident we can help districts see the benefit of using a fully vetted, competitively bid cooperative agreement to save them not only on their alternative transportation needs, but time, money, and resources on their procurement process. Based on our experience working with cooperative purchasing agencies, we understand that working closely with Equalis and receiving additional training for our sales team will ensure we're set up for success and create a strong partnership.</p> <p>Internal training will include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Live Training Sessions: live sessions with an Account Specialist providing detailed training followed by a Q & A. • Pre-Recorded Webinars: pre-recorded sessions/videos that can be accessed on demand for customers to view at their convenience. • Continuous Training Sessions: Technical trainings offered by Account Specialists, including 'refresher' trainings through out the year and as needed. • Digital Communications: Emails designed to highlight monthly rotating solutions topics for the Equalis members, along with direct links to FirstStudent/Equalis landing page. • Internal Trainings: Multiple touch points to promptly aware the team of all new information and changes to all systems available to clients.
	<p><i>Acknowledge that your organization agrees to provide its company logo(s) to Region 10 ESC and Equalis Group and agrees to</i></p>	<p>First Student acknowledges and agrees to provide our company logos to Region 10 ESC and Equalis Group, with permission to reproduce for marketing communications and promotions. Our contract management professionals can generate monthly, quarterly and yearly reports for Equalis. We have been</p>

	<i>provide permission for reproduction of such logo in marketing communications and promotions</i>	sending these to current clients and are available to meet with Equalis to review any details and answer questions, as needed. Equalis and its members will continue to benefit from First Student's exacting, on-time reporting standards.
Ability to manage a cooperative contract	<i>Describe the capacity of your company to report monthly sales through this agreement to Equalis Group.</i>	Primary reports will be provided monthly of the clients billed under this contract that support reconciliation of the payment of the Equalis Administration fee.
	<i>Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:</i>	To the best of First Student's knowledge, there are currently no other cooperative or government group purchasing organization contracts in place.
Commitment to supporting agencies to utilize the contract	<i>If awarded a contract, how would you approach agencies in regards to this contract? Please indicate how this would work for both new customers to your organization, as well as existing.</i>	First Student has extensive experience selling cooperative agreements directly to school districts and has no doubt that we can help districts see the benefit of using a fully vetted, competitively bid cooperative agreement to save them not only on their alternative transportation needs, but time, money, and resources on their procurement process.
Other factors relevant to this section as submitted by the Respondent	<i>Provide the number of sales representatives which will work on this contract and where the sales representatives are located.</i>	With operations running in 40 states and over 750 facilities serving over 1,100 clients, there will be an endless amount of opportunity to market this contract to new and existing customers.

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PROPOSAL FORM 3: CERTIFICATIONS AND LICENSES

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.

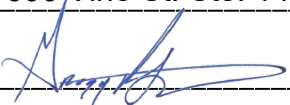
PROPOSAL FORM 4: CLEAN AIR WATER ACT

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: First Student, Inc.

Title of Authorized Representative: VP, FirstAlt

Mailing Address: 600 Vine St. Ste. 1400, Cincinnati, OH 45202

Signature:  _____

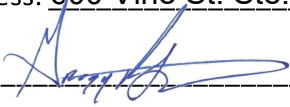
PROPOSAL FORM 5: DEBARMENT NOTICE

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: First Student, Inc.

Title of Authorized Representative: VP, FirstAlt

Mailing Address: 600 Vine St. Ste. 1400, Cincinnati, OH 45202

Signature:  _____

PROPOSAL FORM 6: 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

3/10/2023

Date

PROPOSAL FORM 7: 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.



Signature of Respondent

3/10/2023

Date

PROPOSAL FORM 8: 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 First Student, Inc.

ADDRESS 600 Vine St. Ste. 1400

Cincinnati, OH 45202

PHONE (760) 405-7171

FAX (800) 958-6870

RESPONDANT



Signature

Gregg Prettyman
Printed Name

VP, FirstAlt
Position with Company

AUTHORIZING OFFICIAL



Signature

Gregg Prettyman
Printed Name

VP, FirstAlt
Position with Company

PROPOSAL FORM 9: 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

PROPOSAL FORM 10: BOYCOTT CERTIFICATION AND TERRORIST STATE CERTIFICATION

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.

Does vendor agree? _____

(Initials of Authorized Representative)

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.

Does vendor agree? _____

(Initials of Authorized Representative)

PROPOSAL FORM 12: 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.

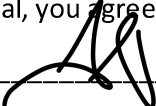
For each of the items below, Vendor should certify Vendor’s agreement and ability to comply, where applicable, by having Vendor’s authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a vendor fails to complete any 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

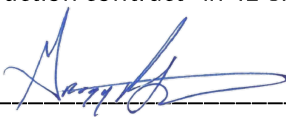
interest of participating agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive 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:

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?  _____
(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. 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? _____

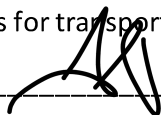


(Initials of Authorized Representative)

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? _____




(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.

Vendor agrees to comply with the above requirements when applicable.

Does vendor agree? _____



(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? _____

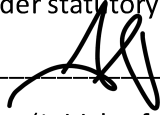



(Initials of Authorized Representative)

8. Debarment and Suspension:

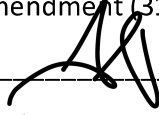
Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR 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?  _____
(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?  _____
(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 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?  _____
(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?  _____
(Initials of Authorized Representative)

12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does vendor agree?  _____
(Initials of Authorized Representative)

13. 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?  _____
(Initials of Authorized Representative)

14. 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?   _____

(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.

First Student, Inc.

Company Name



Signature of Authorized Company Official

Gregg Prettyman

Printed Name

VP, FirstAlt

Title

3/10/2023

Date

PROPOSAL FORM 13: 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.

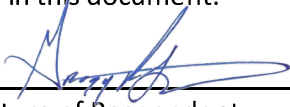
AZ Non-Compliance: All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, 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.

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.



3/10/2023

Signature of Respondent

Date

PROPOSAL FORM 14: 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: First Student, Inc.

Street: 600 Vine St. Ste. 1400

City, State, Zip Code: Cincinnati, OH 45202

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 Gregg Prettyman, an authorized representative of First Student, Inc., 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
None		

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

 VP, FirstAlt

Authorized Signature and Title

3/10/2023

Date

PROPOSAL FORM 15: NON-COLLUSION AFFIDAVIT

Company Name: First Student, Inc.

Street: 600 Vine St. Ste. 1400

City, State, Zip Code: Cincinnati, OH 45202

State of New Jersey

County of Hamilton County

I, Gregg Prettyman of the Cincinnati
Name City

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

I am the VP, FirstAlt of the firm of First Student, Inc.
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

First Student, Inc.
Company Name

[Signature] VP, FirstAlt
Authorized Signature & Title

Subscribed and sworn before me

this 9th day of March, 2023

Krystal Cutler
Notary Public of ~~New Jersey~~ California
My commission expires May 18, 2023



SEAL

PROPOSAL FORM 16: AFFIRMATIVE ACTION AFFIDAVIT (P.L. 1975, C.127)

Company Name: First Student, Inc.
Street: 600 Vine St. Ste. 1400
City, State, Zip Code: Cincinnati, OH 45202

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.

 _____
VP, FirstAlt
Authorized Signature and Title

3/10/2023
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,

national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).



Signature of Procurement Agent

PROPOSAL FORM 17: 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).

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 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.**

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:

1. any State, county, or municipal committee of a political party
2. any legislative leadership committee*
3. any continuing political committee (a.k.a., political action committee)
4. 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:

5. 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
6. all principals, partners, officers, or directors of the business entity or their spouses
7. any subsidiaries directly or indirectly controlled by the business entity
8. 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

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

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

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

PROPOSAL FORM 18: 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 Partnership

Corporation

Limited Partnership

Limited Liability Corporation

Subchapter S Corporation

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

Stockholders:

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

Subscribed and sworn before me this 9th day of March, 2023

[Signature]
(Affiant)

(Notary Public)
krystal cutler
My Commission expires:



May 18, 2023

Gregg Pre Hyman, VP FirstAct
(Print name & title of affiant)

(Corporate Seal)



PROPOSAL FORM 19: GENERAL TERMS AND 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.)

PROPOSAL FORM 20: EQUALIS GROUP ADMINISTRATION AGREEMENT

Requirements for Master Agreement To be administered by Equalis Group

Attachment A, Equalis Group Administrative Agreement is used in administering Master Agreements with Region 10 and is preferred by Equalis Group. Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. **Respondents must select one of the following options for submitting their response.**

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

PROPOSAL FORM 21: OPEN RECORDS POLICY ACKNOWLEDGEMENT AND ACCEPTANCE
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).)

3/10/2023

Date




Authorized Signature & Title VP, FirstAlt

PROPOSAL FORM 22: VENDOR CONTRACT AND 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.

VENDORS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED

Company name First Student, Inc.
Address 600 Vine St. Ste. 1400
City/State/Zip Cincinnati, OH 45202
Telephone No. (760) 405-7171
Fax No. (800) 958-6870
Email address gregg.prettyman@firstgroup.com
Printed name Gregg Prettyman
Position with company VP, FirstAlt
Authorized signature 

Term of contract May 1, 2023 to April 30, 2026

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) 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.



Region 10 ESC Authorized Agent

4/19/23
Date

Dr. Rickey Williams
Print Name

Equalis Group Contract Number R10-1149A

Recess Holdco LLC

SUCCESSOR CONSOLIDATED AND PREDECESSOR COMBINED CARVE-OUT FINANCIAL STATEMENTS

For the period from July 22, 2021 to June 25, 2022 (Successor), the
period from June 27, 2021 to July 21, 2021 (Predecessor) and the 13
weeks ended June 26, 2021 (Predecessor)

Recess Holdco LLC

SUCCESSOR CONSOLIDATED AND PREDECESSOR COMBINED CARVE- OUT FINANCIAL STATEMENTS

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Independent Auditor's Report

RSM US LLP

Recess Holdco LLC

Report on Financial Statements

We have audited the consolidated financial statements of Recess Holdco LLC and its subsidiaries (Successor), which comprise the consolidated balance sheet as of June 25, 2022, the related consolidated statements of income, comprehensive income, changes in member's capital and cash flows for the period from July 22, 2021 to June 25, 2022, and the related notes to the consolidated financial statements. We have also audited the combined carve-out financial statements of the First Student and First Transit Businesses of Recess Holdco LLC (Predecessor), which comprise the combined carve-out balance sheet as of June 26, 2021, the related combined carve-out statements of income, comprehensive income, changes in invested equity, and cash flows for the period from June 27, 2021 to July 21, 2021 and for the 13 weeks ended June 26, 2021, and the related notes to the combined carve-out financial statements. The combined carve-out financial statements of the Predecessor and the consolidated financial statements of the Successor and the related notes are collectively referred to herein as the financial statements.

We are independent of the Company in accordance with ethical requirements that are relevant to our audits of the financial statements in the United States of America, together with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants*, and we have fulfilled our other ethical responsibilities in accordance with these requirements, respectively.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless management either intends to liquidate the Company or to cease operations or has no realistic alternative but do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the International Standards on Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error. Reasonable assurance is a high level of assurance but is not a guarantee that an audit will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. We design audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error because fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation, structure, and content of the financial statements, including disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

As part of an audit, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the financial statements. We are responsible for the direction, supervision, and performance of the consolidated audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies or material weaknesses in internal control that we identify during our audit.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Recess Holdco LLC and its subsidiaries (Successor) as of June 25, 2022, and the results of its operations and its cash flows for the period from July 22, 2021 to June 25, 2022, and the financial position of the First Student and First Transit Businesses of Recess Holdco LLC (Predecessor) as of June 26, 2021, and the results of its operations and its cash flows for the period from June 27, 2021 to July 21, 2021 and for the 13 weeks ended June 26, 2021, in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

RSM US LLP

Cincinnati, Ohio
September 27, 2022

Recess Holdco LLC

Successor Consolidated Statement of Income and Predecessor Combined Carve-out Statements of Income (Dollars in Millions)

		Successor	Predecessor	
	Note	Period from July 22, 2021 to June 25, 2022	Period from June 27, 2021 to July 21, 2021	13 weeks ended June 26, 2021
Revenue	3	\$ 3,762.1	\$ 140.9	\$ 944.4
Operating costs	4	(3,554.9)	(187.5)	(868.9)
Net expected credit loss (impairment)/reversal	5	(0.4)	163.7	(0.5)
Operating profit		\$ 206.8	\$ 117.1	\$ 75.0
Finance income	7	0.4	-	0.6
Finance costs	7	(146.8)	(8.7)	(25.7)
Profit before tax		\$ 60.4	\$ 108.4	\$ 49.9
Tax (expense)/benefit	8	(24.9)	11.7	(11.5)
Profit for the period		\$ 35.6	\$ 120.1	\$ 38.4

The accompanying notes form an integral part of the Successor Consolidated Statement of Income and Predecessor Combined Carve-out Statements of Income.

Recess Holdco LLC

Successor Consolidated Statement of Comprehensive Income and Predecessor Combined Carve-out Statements of Comprehensive Income *(Dollars in Millions)*

	Note	Successor	Predecessor	
		Period from July 22, 2021 to June 25, 2022	Period from June 27, 2021 to July 21, 2021	13 weeks ended June 26, 2021
Profit for the period		\$ 35.6	\$ 120.1	\$ 38.4
Items that will not be reclassified subsequently to profit or loss:				
Actuarial gains/(losses) on defined benefit pension schemes	27	12.6	(0.5)	(1.6)
Deferred tax on actuarial gains/(losses) on defined benefit pension schemes	8	(3.3)	0.1	0.4
		9.3	(0.4)	(1.2)
Items that may be classified subsequently to profit or loss:				
Gains arising on cash flow hedges	21	\$ 80.5	\$ -	\$ -
Deferred tax on derivative hedging instrument movements	8	(20.9)	-	-
Exchange differences on translation of foreign operations		(7.9)	(11.4)	11.5
Other comprehensive income/(loss) for the period		\$ 61.0	\$ (11.8)	\$ 10.3
Total comprehensive income for the period		\$ 96.6	\$ 108.3	\$ 48.7

The accompanying notes form an integral part of the Successor Consolidated Statement of Comprehensive Income and Predecessor Combined Carve-out Statements of Comprehensive Income.

Recess Holdco LLC

Successor Consolidated Balance Sheet and Predecessor Combined Carve-out Balance Sheet (Dollars in Millions)

		Successor	Predecessor
	Note	June 25, 2022	June 26, 2021
Non-current assets:			
Goodwill	9	\$ 1,072.9	\$ 1,995.0
Other intangible assets, net	10	1,126.0	32.1
Property, plant and equipment, net	11	2,111.7	1,873.3
Derivative financial instruments	21	27.7	-
Investments	12	41.3	43.5
		4,379.5	3,943.9
Current assets:			
Inventories	13	31.0	29.6
Trade and other receivables, net	14	824.3	706.7
Tax assets		8.0	-
Cash	18	703.7	156.6
Derivative financial instruments	21	56.6	-
Related party loan receivable	15	-	257.6
		1,623.5	1,150.5
Assets held for sale		1.7	0.7
Total assets		\$ 6,004.7	\$ 5,095.1
Current liabilities:			
Trade and other payables	17	\$ 464.2	\$ 640.3
Tax liabilities		-	11.6
Lease liabilities	19	80.4	78.7
Supplier financing	20	-	23.5
Loans and other borrowings	21	14.9	-
Related party loans payable	21	-	2,543.0
Provisions	23	227.2	190.4
		786.8	3,487.5
Net current assets		836.7	(2,337.0)
Non-current liabilities:			
Lease liabilities	19	270.6	167.6
Supplier financing	20	-	190.7
Loans and other borrowings	21	2,734.7	-
Retirement benefit liabilities	27	22.1	34.0
Deferred tax liabilities	22	319.9	45.5
Long term provisions	23	488.4	365.2
		3,835.8	803.0
Total liabilities		4,622.6	4,290.5
Net assets		\$ 1,382.2	\$ 804.6
Member's capital/invested equity:			
Invested equity	25	-	804.6
Recess Holdco LLC member's capital		1,311.3	-
Retained earnings		9.8	-
Accumulated other comprehensive income		61.0	-
Total member's capital/invested equity		\$ 1,382.2	\$ 804.6

The accompanying notes form an integral part of this Successor Consolidated Balance Sheet and Predecessor Combined Carve-out Balance Sheet.

The Companies' Financial Statements (defined in Note 2) were approved by the Board of Directors on September 27, 2022 and signed on its behalf by:

Recess Holdco LLC

Successor Consolidated Statement of Changes in Member's Capital and Predecessor Combined Carve-out Statements of Changes in Invested Equity (Dollars in Millions)

	Owner's net investment	Foreign currency translation reserve	Hedging reserve	Other comprehensive income – defined benefit schemes	Total invested equity	
Balance as of March 28, 2021 (Predecessor)	\$ 937.9	\$ (60.0)	\$ (0.1)	\$ 2.4	\$ 880.2	
Profit for the period	38.4	-	-	-	38.4	
Other comprehensive loss for the period	-	-	-	(1.2)	(1.2)	
Derivative hedging instrument movements transferred to balance sheet (net of tax)	-	-	0.2	-	0.2	
Foreign currency translation	-	11.5	-	-	11.5	
Share-based compensation recharge, net of tax	1.5	-	-	-	1.5	
Transactions with owners, net of tax	(126.0)	-	-	-	(126.0)	
Balance as of June 26, 2021 (Predecessor)	\$ 851.8	\$ (48.5)	\$ 0.1	\$ 1.2	\$ 804.6	
Profit for the period	120.1	-	-	-	120.1	
Other comprehensive loss for the period	-	-	-	(0.4)	(0.4)	
Foreign currency translation	-	(11.4)	-	-	(11.4)	
Share-based compensation recharge, net of tax	5.1	-	-	-	5.1	
Transactions with owners, net of tax	2,323.8	-	-	-	2,323.8	
Balance as of July 21, 2021 (Predecessor)	\$ 3,300.8	\$ (59.9)	\$ 0.1	\$ 0.8	\$ 3,241.8	
	Member's Capital	Retained earnings	Foreign currency translation reserve	Hedging reserve	Other comprehensive income – defined benefit schemes	Total member's capital
Balance as of July 22, 2021 (Successor)	\$ -	\$ (25.7)	\$ -	\$ -	\$ -	\$ (25.7)
Initial member contribution	1,311.3	-	-	-	-	1,311.3
Profit for the period	-	35.6	-	-	-	35.6
Other comprehensive income for the period	-	-	-	59.6	9.3	68.9
Foreign currency translation	-	-	(7.9)	-	-	(7.9)
Balance as of June 25, 2022 (Successor)	\$ 1,311.3	\$ 9.8	\$ (7.9)	\$ 59.6	\$ 9.3	\$ 1,382.2

The accompanying notes form an integral part of this Successor Consolidated Statement of Changes in Member's Capital and Predecessor Combined Carve-out Statements of Changes in Invested Equity.

Recess Holdco LLC

Successor Consolidated Statement of Cash Flows and Predecessor Combined Carve-out Statements of Cash Flows (Dollars in Millions)

	Note	Successor	Predecessor	
		Period from July 22, 2021 to June 25, 2022	Period from June 27, 2021 to July 21, 2021	13 weeks ended June 27, 2021
Operating activities				
Profit before tax		\$ 60.4	\$ 108.4	\$ 49.9
(Gain)/loss on disposal of property, plant and equipment		(25.7)	(9.3)	1.3
Depreciation	11	385.0	23.5	85.2
Amortization of intangible assets	10	93.3	0.8	1.9
Amortization of debt issuance costs		12.9	-	-
Impairment charges		1.0	-	-
Share-based compensation expense		0.4	5.1	1.5
Movement in allowance for related party loans receivable		-	(66.3)	1.0
Unrealized foreign currency loss		2.5	-	-
Finance income		(0.4)	-	(0.6)
Finance cost		146.8	8.7	25.7
Net gain on derivative instruments at fair value through the income statement		(3.8)	-	-
Operating cash inflows before working capital, pensions and investments		\$ 672.4	\$ 70.9	\$ 165.9
Changes in working capital, net of effects of business acquisitions:				
(Increase)/decrease in inventories		(6.1)	(0.5)	(2.6)
(Increase)/decrease in trade and other receivables		(240.1)	22.7	55.2
(Decrease)/increase in trade and other Payables		(85.5)	50.2	117.7
Increase/(decrease) in provisions		37.0	(8.8)	5.6
Decrease/(increase) in investments		3.6	(1.4)	(0.9)
Defined benefit pension payments in excess of income statement charge		0.2	(1.6)	(1.8)
Cash generated by operations		\$ 381.5	\$ 131.5	\$ 339.1
Tax paid		(22.7)	(0.9)	(9.8)
Interest received		-	-	0.6
Interest paid		(72.6)	(8.3)	(6.1)
Net cash from operating activities		\$ 286.2	\$ 122.3	\$ 323.8
Investing activities				
Proceeds from disposal of property, plant and equipment		80.7	8.4	1.9
Acquisition of Predecessor, net of cash acquired		(3,152.9)	-	-
Acquisition of other businesses, net of cash acquired ¹		(169.9)	-	(3.7)
Purchase of property, plant and equipment		(255.4)	(58.8)	(75.9)
Loan to related party		-	-	(1.0)

Net cash used in investing activities	\$ (3,497.5)	\$ (50.4)	\$ (78.7)
Financing activities			
Proceeds from borrowings	3,022.0	-	-
Repayment of bank borrowings	(185.7)	-	-
Payment of debt issuance costs	(99.6)	-	-
Proceeds from working capital loan	140.0	-	-
Repayment of working capital loan	(140.0)	-	-
Proceeds from leases	116.5	-	-
Repayment of leases	(67.5)	(80.3)	(23.3)
Repayment of supplier financing	(181.5)	(32.4)	(14.9)
Proceeds from issuance of member's units	1,311.3	-	-
Transactions with the parent	-	0.1	(126.0)
Proceeds from related party loans payable	-	-	315.5
Repayments of related party loans payable	-	-	(319.9)
Net cash from/(used in) financing activities	\$ 3,915.6	\$ (112.6)	\$ (168.6)
Net increase/(decrease) in cash and cash equivalents	704.2	(40.7)	76.5
Cash at beginning of period	-	156.6	79.1
Foreign exchange movements	(0.6)	(0.6)	1.0
Cash at end of period ²	17 \$ 703.7	\$ 115.3	\$ 156.6

The accompanying notes form an integral part of this Successor Consolidated Statement of Cash Flows and Predecessor Combined Carve-out Statements of Cash Flows.

¹ Acquisitions of businesses in the Successor period includes the following:

Apple Bus acquisition (Note 30)	\$ 160.9
Keolis Canada Inc. acquisition (Note 30)	8.3
Other immaterial acquisitions	0.7
Net outflow of cash - investing activities	\$ 169.9

² See Note 18 for further discussion on ring-fenced cash.

J.P.Morgan

March 6, 2023

Education Service Center, Region 10
ATTN: Mr. Clint Pechacek
Purchasing Consultant
400 E Spring Valley Rd
Richardson, TX 75081

Clint:

We, JPMorgan Chase Bank, N.A. (the "Bank"), have been informed by our customer First Student, Inc. (the "Company"), an affiliate of Recess HoldCo LLC, to provide you with a brief summary of our banking relationship.

We are pleased to confirm that the Company has maintained a banking relationship with the Bank since at least 2004 and our dealings and experience with First Student, Inc. have been conducted in a satisfactory manner.

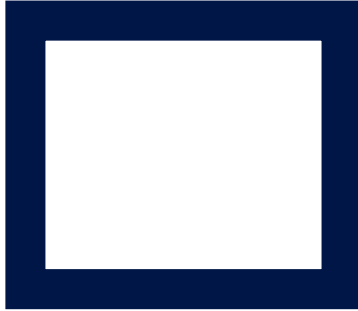
We trust that the above information is sufficient for your purposes.

The information in this letter is provided as an accommodation to you. This letter and any information provided in connection herewith is furnished on the condition that they are strictly confidential, that no undue liability or responsibility whatsoever in connection herewith shall attach to the Bank or any of its affiliates or its or their respective officers, employees or agents, that this letter makes no representations regarding the general condition of the Company, First Student, Inc. their respective management, or their future ability to meet their respective obligations and that any information provided is subject to change without notice.

Sincerely,



Bill Lyne
Executive Director
JPMorgan Chase Bank, N.A.



Learn About the CSA Prioritization Preview

FMCSA is proposing a new prioritization methodology to keep enforcement efforts focused on the carriers in most need of intervention. Learn more about these changes and how they will improve highway safety.

[Visit the CSA Prioritization Preview](#)

FIRST STUDENT INC

U.S. DOT#: 354406
 Address: 600 VINE ST SUITE 1400
 CINCINNATI, OH 45202
 Number of Vehicles: 31,970
 Number of Drivers: 33,658
 Number of Inspections: 9,986

Safety Rating & OOS

Rates

(As of 03/06/2023 updated daily
 from [SAFER](#))

SATISFACTORY

(Rating Date: 04/08/2003)

Out of Service Rates

Type	OOS %	National Avg %
Vehicle	2.0	21.4
Driver	0.8	6.0
Hazmat		4.5

Licensing and Insurance

(As of 03/06/2023 updated hourly
 from [L&I](#))

Active For-Hire Authority		
Type	Yes/No	MC#/MX#
Property	No	
Passenger	Yes	MC-191534
Household Goods	No	
Broker	No	



Mod Factors

FIRSTGROUP AMERICA INC

Risk ID 911278103

Rating Eff Date 04/01/2023

Production Date 02/20/2023

Mod Factor **0.99**

Status Final

ARAP 1.00 **FLARAP** 1.00 **SARAP** **MAARAP** 1.00

Comments

REVISED RATING TO INCLUDE UPDATED DATA FOR: NC, POL. #: KEY0136378, EFF.: 07/01/2020 REVISED RATING TO INCLUDE UPDATED DATA FOR: NC, POL. #: KEY0136378, EFF.: 07/01/2021

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USDOT Number MC/MX Number Name

Enter Value:

Company Snapshot

FIRST STUDENT INC
USDOT Number: 354406

[ID/Operations](#) | [Inspections/Crashes In US](#) | [Inspections/Crashes In Canada](#) | [Safety Rating](#)

Carriers: If you would like to update the following ID/Operations information, please complete and submit form [MCS-150](#) which can be obtained [online](#) or from your State FMCSA office. If you would like to challenge the accuracy of your company's safety data, you can do so using FMCSA's [DataQs](#) system.

Carrier and other users: FMCSA provides the Company Safety Profile (CSP) to motor carriers and the general public interested in obtaining greater detail on a particular motor carrier's safety performance than what is captured in the Company Snapshot. To obtain a CSP please visit the [CSP order page](#) or call (800)832-5660 or (703)280-4001 (Fee Required).

For help on the explanation of individual data fields, click on any field name or for help of a general nature go to [SAFER General Help](#).

The information below reflects the content of the FMCSA management information systems as of 01/23/2023.

To find out if this entity has a pending insurance cancellation, please [click here](#).

Other Information for this Carrier

- [SMS Results](#)
- [Licensing & Insurance](#)

Entity Type:	CARRIER		
Operating Status:	AUTHORIZED FOR Passenger	Out of Service Date:	None
Legal Name:	FIRST STUDENT INC		
DBA Name:			
Physical Address:	600 VINE ST SUITE 1400 CINCINNATI, OH 45202		
Phone:	(513) 241-2200		
Mailing Address:	600 VINE ST SUITE 1400 CINCINNATI, OH 45202		
USDOT Number:	354406	State Carrier ID Number:	
MC/MX/FF Number(s):	MC-191534	DUNS Number:	78-459-6165
Power Units:	33,033	Drivers:	33,658
MCS-150 Form Date:	08/04/2022	MCS-150 Mileage (Year):	391,000,000 (2021)
Operation Classification:			

<input checked="" type="checkbox"/> Auth. For Hire	Priv. Pass.(Non-business)	State Gov't
Exempt For Hire	Migrant	Local Gov't
Private(Property)	U.S. Mail	Indian Nation
Priv. Pass. (Business)	Fed. Gov't	X INTRASTATE
Carrier Operation:		
<input checked="" type="checkbox"/> Interstate	Intrastate Only (HM)	Intrastate Only (Non-HM)
Cargo Carried:		
General Freight	Liquids/Gases	Chemicals
Household Goods	Intermodal Cont.	Commodities Dry Bulk
Metal: sheets, coils, rolls	<input checked="" type="checkbox"/> Passengers	Refrigerated Food
Motor Vehicles	Oilfield Equipment	Beverages
Drive/Tow away	Livestock	Paper Products
Logs, Poles, Beams, Lumber	Grain, Feed, Hay	Utilities
Building Materials	Coal/Coke	Agricultural/Farm Supplies
Mobile Homes	Meat	Construction
Machinery, Large Objects	Garbage/Refuse	Water Well
Fresh Produce	US Mail	

ID/Operations | Inspections/Crashes In US | Inspections/Crashes In Canada | Safety Rating

US Inspection results for 24 months prior to: 01/23/2023

Total Inspections: 10064

Total IEP Inspections: 0

Note: Total inspections may be less than the sum of vehicle, driver, and hazmat inspections. Go to [Inspections Help](#) for further information.

Inspections:				
Inspection Type	Vehicle	Driver	Hazmat	IEP
Inspections	9856	987	0	0
Out of Service	190	10	0	0
Out of Service %	1.9%	1%	%	0%
Nat'l Average % as of DATE 12/30/2022*	21.99%	6.53%	4.52%	N/A

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY 78-459-6165	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 43,433			
4. COMPANY NAME First Student, Inc.					
5. STREET 600 Vine St. Suite 1400	CITY Cincinnati	COUNTY Hamilton	STATE OH	ZIP CODE 45202	
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY	STATE	ZIP CODE	
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 19					
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT				1295	
10. PUBLIC AGENCY AWARDDING CONTRACT					
		CITY	COUNTY	STATE	ZIP CODE

Official Use Only	DATE RECEIVED	INAUG.DATE	ASSIGNED CERTIFICATION NUMBER

SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN										
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE*****					***** FEMALE*****					
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	
Officials/ Managers	42	26	16	1	1		1	23	1	4				11
Professionals	42	13	29	2	2			9	4	4				21
Technicians														
Sales Workers	3		3										1	2
Office & Clerical	23	4	19		1			3	5	4			1	9
Craftworkers (Skilled)	61	641	641	8	12			38						3
Operatives (Semi-skilled)	1111	470	641	121	108		641	221	167	641		2		276
Laborers (Unskilled)														
Service Workers	13	3	10		1		1	1	3					7
TOTAL	1295	574	721	132	125		22	295	180	208		4		329
Total employment From previous Report (if any)														
Temporary & Part- Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.													
	1111	470	641	121	108		20	221	167	196		2		276

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input checked="" type="checkbox"/> 2. NO <input type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR
13. DATES OF PAYROLL PERIOD USED From: 03/09/2023 To: 03/09/2023		

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Jennifer Meiser	SIGNATURE 	TITLE Program Manager, HR Policy	DATE MO DAY YEAR 03 09 23
17. ADDRESS NO. & STREET 600 Vine St, Suite 1400	CITY Cincinnati	COUNTY Hamilton	STATE ZIP CODE PHONE (AREA CODE, NO., EXTENSION) OH 45202 513 - 419 - 4071

FIRST CONSULTING

As a subsidiary of First Student Inc. and added value service to FirstAlt Transportation, First Consulting is the only transportation consultant in North America backed by the expertise of the largest home-to-school student transportation contractor. First Consulting provides best-in-class services, including consulting and assessment in school bus transportation, routing, maintenance, electrification, safety, and transportation management.

Unlike typical consulting firms, we have vast experience reviewing student transportation systems in real-world circumstances. **We are committed to assisting districts in providing unmatched care and the safest ride to school, so when students arrive, they have started their day with an exceptional experience and are ready to achieve their full potential.**

Our Routing Team actively supports more than 500 school districts across North America and route over 30,000 school buses per year. In addition, we typically perform 30 to 40 consulting projects per year, with scopes including simple studies, system implementation, training, and technical support.



Understanding Your District's Objectives

We understand that Education Service Center, Region 10 is looking for a full-service consulting and advisory firm aimed at helping your school districts navigate through the ongoing challenges of student transportation services. As your agency's consultant, we are proposing a comprehensive Student Transportation Efficiency Study, which will consist of a review of the districts' current transportation program, with an eye toward providing the maximum level of service and safety.

Our evaluation of your current transportation system can include all or part of the scope below. We customize our approach to meet the needs of Region 10 ESC.

Operations and Management Assessment:

- Safety: compliance, driver training, attendant training, and special needs training
- Staffing: staffing levels, wage rates, policies
- Fleet Maintenance and Assessment: fleet portfolio, preventative maintenance, fleet replacement schedules, utilization, cost

Routing Assessment:

- Routing effectiveness, transportation, costs, capacities, safety, special needs, childcare, out-of-district, system migration and managed services

Special Education Training:

- FirstServes

Electrical Vehicle Deployment Assessment:

- Route assessment, utility outreach, funding analysis

At the end of the consulting engagement, we will provide Region 10 ESC with specific reports of findings and workable recommendations for improvement in compliance and/or efficiency. Our comprehensive analysis, as well as our valuable insights and recommendations, will serve your districts well for many years.

SCOPE OF SERVICES

1. Transportation and Operational Assessment

Proposed approach and overview of methods

The effective and efficient execution of a district's student transportation service is vitally important to the educational experience of thousands of students and their families. Ensuring that your student riders are provided safe, reliable and on-time transportation must be the daily goal. In order to meet the districts' transportation goals, key areas of the operation such as safety and compliance, driver staffing, fleet health and efficient route designs must be firmly in place. Our consultant team will review and evaluate each of the areas mentioned and present answers to some of the most common challenges facing transportation departments today:

Safety

- Is the Transportation Safety Team properly staffed?
- Is the individual(s) performing the safety assurances well-qualified, professionally trained and supported?
- Is the individual(s) performing the safety functions given sufficient time to address issues?
- Is the individual(s) performing the safety duties equipped with the proper tools and PPE required to implement federal, state and local safety policies?
- Is the individual(s) trained in accident responsiveness/reporting?
- Is there a process in place to review every collision for preventability and retain employees where appropriate?

Staffing

- Are the right systems and tools in place to support the hiring requirements of the district?
- Are the right systems and tools in place to ensure that a sufficient number of drivers are hired to support the district's requirements?
- Are the right systems and tools in place to ensure that the district is hiring qualified and committed employees?
- Are the right programs in place to develop employee loyalty and retention?
- Are the right systems and tools in place to effectively recruit and hire drivers and staff?
- Are the right systems in place to ensure that the district is offering competitive wages?

Fleet Maintenance and Assessment

- Does the district have adequate processes in place to evaluate transportation fleet requirements?
- Does the district have adequate processes in place to ensure that the transportation fleet is maintained through preventative measures?
- Does the district have adequate processes in place to attract and retain highly skilled mechanics to support the maintenance requirements of the vehicles?
- Does the district provide support for mechanics who want to continue technical training (ASE Certification classes)?
- Does the district have a process in place to evaluate the shop staff?
- Does the district have appropriate processes in place to access parts utilization and cost?
- How does the maintenance team coordinate and communicate with the transportation team on vehicles that are downed or needed for preventative maintenance?

In addition to an assessment of the fleet and maintenance, our experts can provide ongoing maintenance services and leased vehicles.

During our review of the districts' transportation operations, we will also include a look into areas such as office personnel functions, employee morale and how all of the team members function together. At the conclusion of our review, we will make recommendations for improved efficiency and effectiveness based on our findings. Our Transportation Assessment is designed to serve as a guide, providing solutions for current and future decisions that affect district transportation.

Operations and Management Evaluation and Assessment Deliverables

We will provide the following operations and management-related deliverables:

- Full review and findings of districts' transportation department's safety and compliance protocols. We will include any recommendations formed from our audit.
- An in-depth analysis of districts' transportation department's recruiting, hiring and employee retention methods. We will present our First Consulting findings and suggestions to enhance what is arguably the nucleus of any successful transportation department, driver staffing.
- First Consulting will present our findings from the review of vehicle maintenance operations at the districts. We will present an analysis based on vehicle maintenance standards widely accepted throughout the school bus transportation industry. Included will be any recommendations from First Consulting for enhancements to the vehicle maintenance operations supporting the districts. We will also present a review of the bus fleet's average age and how it could affect vehicle safety as well as maintenance cost.
- First Consulting will provide our review and findings of the current support staff of the transportation department and how they support the driver staff. We will also present our observations of the overall morale of the transportation team.

2. Routing Services

Leveraging our experience and expertise, we have outlined the below activities that are part of our Standard Routing Assessment. We are confident that these activities will produce the necessary insight and recommendations sought by Region 10 ESC. In addition to an assessment, our routing experts are able to build new routes into existing software, implement a system migration and provide ongoing routing services.

1) System Utilization and Fundamentals Review

The first step in the assessment will be to review the districts' current routing system and the data housed within this system. We will review the following aspects of the districts' routing system and data.

System Utilization

- We will examine the frequency and nature of the districts' computer routing system usage.
- Depending on the system used, we will report on the volume of recent system transactions or current date stamp on files.

Map Data Quality

- We will study the map coverage of all transportation service areas, road speed settings, use of student hazard designations, etc.

Student Data Quality

- We will evaluate and report on the following student data:
 - Unlocated students – those students not matched (geocoded) to the map by address
 - Students eligible for transportation and not assigned
 - Ineligible students assigned transportation

Stop Data Quality

- We will assess and report on the following stop data:
 - Stops in the system without assigned students (“zero stops” or “ghost stops”)
 - Stops not assigned to runs

Runs/Routes/Trips Data

- We will review the runs/routes/trips not assigned to route or vehicle packages.

Route Tiering

- We will analyze and report any negative slack time in the route tiering schedule.

2) Current Bell Schedule Assessment

We will review and assess the districts’ current bell schedule, including:

Bell Schedule

- Bell times by school
- Preferred and actual arrival/departure times for AM and PM

Length of School Day

- Reviewing AM bell times to PM bell times by school

School Tier Set-up

- Applicable tiers by school

Available Operating Time by Tier

- Time available for transportation by tier

Critical Tier

- Identifying the tier that drives vehicle requirements and opportunities to make reductions

3) Routing Metrics Analysis

We will aggregate the following routing metrics, by program (regular education, special education and private/charter, if applicable), and by school metrics:

Standard Metrics

- Total routes and runs per route
- Number of single, double, triple and quadruple-tiered routes, per AM and PM
- Tiering configuration and runs per tier
- Stops per run and route
- Students per route, run and stop
- Miles per run and route
- Bus counts by arrival and departures times
- Observations on standard metrics

Student Metrics, by School

- Total assigned riders
- Eligible students (with and without transportation)
- Ineligible students (with and without transportation)
- Average, minimum and maximum student home-to-stop distance
- Average, minimum and maximum distance-to-school
- Observations on student metrics, by school

4) Efficiency Review

In this phase, we will identify the potential for route reduction by conducting the following:

Route Tier Gap Analysis

- We will analyze schedule gaps, looking for opportunities to repackage runs and reduce buses.

Time and Capacity Analysis

- We will analyze unused operating time and unused seats in the route plan by school or school group, for statistical potential to consolidate runs.
- Run consolidation creates schedule gaps that may be leveraged to reduce full routes and/or buses.

5) Driver Shortage Strategies

In this additional phase of the project First Consulting will:

- Review the current methodology used by the district to operate routes based on available drivers versus the number of routes traditionally required.
 - We will analyze current methods to address the driver shortage through routing. We will consider whether the current method offers the best solution, i.e., is there some change to the current methodology that could reduce route lateness and disruption.
- Based on the data and district parameters, offer other options for consideration, including:
 - Bell schedule changes
 - Student service modifications
 - Stop consolidation
 - Use of alternate transportation
 - Separation of special education and/or magnet routes
- Document in the summary our analysis and findings for this additional scope.

6) Summary

The last step of our assessment will be to compile and review our findings with the district. Our summary will include:

- Overall assessment of current route plan (including bell schedule)
- Potential opportunities for route/bus reduction and how to try and leverage them
- Constraints in current scheme
 - Transportation policies and parameters not worth adjusting

- Barriers to exploiting reduction opportunities
- Recommended next steps

Please note that all requested information will need to be provided by the district to ensure a complete comprehensive analysis can be completed. Insufficient data can delay or restrict our findings in all categories.

3. Special Needs Training - FirstServes

When transporting students with disabilities, it's important that those trusted with the job understand that each child is an individual with a unique set of characteristics, personality traits and abilities. First Student is dedicated to educating our staff about the different qualities attributed to each disability and how to appropriately address student challenges as they occur. FirstServes™ aligns First Student with districts and parents to support students with disabilities and ensure we deliver them physically safe and emotionally ready to learn. Our FirstServes™ special education transportation program takes these typical efforts a step further, building on our standard special needs training to incorporate research-based interventions and other effective training models to better serve children with disabilities.

THE FIRSTSERVES™ DIFFERENCE

We understand how one negative experience can not only disrupt a student's day, but also, the day of the other students, faculty and parents around them. Developed in conjunction with a top-rated children's hospital in the United States, Cincinnati Children's Hospital, FirstServes™ is a special education leadership training program that equips drivers, attendants, district partners and families with tools to improve the ridership for all students—not just those with special needs. Together, we evaluate the needs of the child and implement research-based behavioral interventions that transform their transportation experience and set them up physically and emotionally for the rest of their day.

More Than Training

FirstServes™ is more than training, it is a culture shift – the program focuses on meeting the needs of students in special populations and providing appropriate care that is uniquely tailored for each student. We use a train-the-trainer model to prepare each team member that interacts with your students. Our Advisory Board develops and delivers the training to all necessary community members, who will in turn train their location staff (drivers, attendants, district partners, etc.). This training method cultivates leaders in each community, expanding First Student's base of special education transportation experts, ensuring knowledge is current and sustainable beyond the initial training.

World-Class Experts

Our unique FirstServes™ Advisory Board is comprised of nationally recognized experts from backgrounds that range from behavioral psychology, special education and human resource development. The board develops and delivers research and trauma-informed training, facilitates training for local leaders and consults on a case-by-case basis for unique behavioral issues. With our experts continuously updating our training with recent field developments, your district can rest assured your students are receiving best-in-class care.

			
<p>DR. ALLISON BLACKBURN Behavioral Psychologist Cincinnati Children's Hospital (Top-Rated Children's Hospital in the US)</p>	<p>DR. SUSAN KING Special Education Professor George Washington University</p>	<p>DR. JIM BROWN Professor Emeritus University of Minnesota</p>	<p>WILL MCDERMOTT Area General Manager First Student</p>

Blended Training Style

Research shows that a combination of coaching and training is 70% more effective than a program that provides training alone. The FirstServes™ program provides participants with a balanced mix of training sessions and coaching sessions with the Advisory Board and the FirstServes™ program team, setting our program up for long-term success in your district.

Working sessions with the Advisory Board and FirstServes™ leadership team aim to address:

- Progress toward specific location goals
- Training excellence
- Location and program specific questions
- Consideration for new ideas or insights

In addition to regular working sessions, employees enrolled in the FirstServes™ training program have access to the FirstServes™ Resource Center. The Resource Center is a self-access learning center that houses FirstServes™ training materials, best practices and other vital resources like tip sheets and social stories. Program participants have ongoing access to the Resource Center to use as a support tool, as well as a place to share new findings and best practices as the program grows.

FirstServes™ is flexible and customizable. The program is built to adapt to districts' and students' ever-changing needs as they arise.

Fostering Relationships and Building Open Communication

FirstServes™ facilitates care at home, at school and on the bus. FirstServes™ brings essential consistency to student care at every step of their journey to-and-from school.

To ensure each student receives the appropriate accommodations for their disability, FirstServes™ employs communications tools such as:

- Social Stories
- Coloring Pages
- Stop Schedules
- Student "About Me" Forms
- And other age-appropriate tools to help students feel comfortable and be successful on the bus and at school

FirstServes™ relies on strong partnerships. District leaders are welcomed and encouraged to participate in FirstServes™ training and are provided with tools that keep lines of communication open and transparent such as:

- Newsletters
- FirstServes™ Resource Center
- Sharable Parent Materials (tip sheets, one-pagers, articles, social stories, case studies, etc.)



Below is a direct comparison between what special education service has historically included and the support provided by FirstServes™:

CURRICULUM	HISTORICALLY	FIRSTSERVES
Training Attendee, District and Family Surveys	✓	✓
Behavioral Sciences and Disabilities Training	✓	✓
Human Resource Department		✓
Training Assessment		✓
Curriculum Development		✓
Instructional Methodology		✓
Special Education Training		✓
Inclusion into Pre-Service Training		✓

TRAINING AND DEVELOPMENT

Using our train-the-trainer model, location leadership will be educated with a focus on behavioral sciences, disabilities and special education training. This prepares them to effectively teach the driver and attendant training content. Participants will receive insight from parents of children with special needs, focus on human resources development tools and be given personalized coaching to independently draft goals and training management plans for their districts and vehicle staff.

Module 1: Understanding Disabled Student Behavior

- Recognizing and Talking About Disabilities
- Types of Disabilities
- Categories of Disabilities
- Introduction to Applied Behavioral Analysis (ABA)
- The Antecedent-Behavior-Consequence (ABC) Strategy and Method
- The Root Cause of Behavior: STEAM Power
- The Rage Cycle



Module 2: Communication for Success

- Parent Panel (Video)
- Helping Students Succeed

Module 3: Building Your Management Plan

- Creating Objectives for Training Needs and Analysis Gaps
- Developing Activities to Meet Training Objectives

Our train-the-trainer approach ensures all driver and attendant staff receive specialized training to meet the needs of their districts and students and builds effective leaders across all First Student locations.

FirstACTS®

FirstACTS® (Active Conduct Tracking System) is a powerful web-based communication tool that helps you easily and efficiently track student conduct on school buses. Designed to improve reliability and speed, FirstACTS® delivers driver notifications directly to the school, tracks the school's actions and provides a response back to the driver. This platform offers a range of reporting capabilities and tools to assist in tracking specific actions by driver, student, school or bus. The district organizes student incident histories, and trends and patterns can be identified and addressed.

CASE STUDY

Caring Driver Uses FirstServes™ Training to Transform Student Experience

Every Day was a Struggle

The bus ride was scary for a young student named Daniel, who often refused to get on the school bus each morning.

A Driver Undeterred

Daniel's bus driver, Janalee, was determined to build a relationship with Daniel and make his ride feel safe and enjoyable.



Putting FirstServes™ to Work

Janalee's FirstServes™ training taught her that the driver's knowledge of the student's interests, and the general relationship with the student, can be a valuable intervention.

Each morning, Janalee got out of the van and cheerfully greeted Daniel as he boarded. She knew he loved reading, so she brought a collection of books for Daniel's aide to read to him during the ride.

Enriching Student Experiences

Because of Janalee's extra care, Daniel began to look forward to his bus ride. Instead of feeling anxious each morning, he ran out his front door to the bus.

Improving Student Lives

Daniel's teachers were able to work with him more effectively because his positive transportation experience allowed him to arrive to school ready to work on his educational goals.

“Watching them grow warms my heart. This is what I was meant to do.”

- Janalee, First Student Bus Driver

“First Student and our district work together to support the family and develop trust.”

- Janet Cook, Exec. Dir. Of Student Services, Glenbard District 87

4. Electric Vehicle Consulting

As the largest owner/operator of electric school buses in North America, First Student has experience with multiple bus manufacturers, allowing us to understand how local factors like geography, terrain and climate affect cost of ownership.

Our scale gives us leverage over bus manufacturers to drive the price of electrification down and have a real impact, environmentally. No one in the world can buy a bus, electric or diesel, cheaper than First Student, and our scale can help make electrifying your fleet a reality.

Electric school buses and their charging stations are expensive, but there is a wide variety of funding options that can help lower the capital expenditure and make electrification more cost effective.

Electrification costs are a key consideration, and it is critical to understand the total cost of ownership. Some of the costs that comprise total cost of ownership include:

- Cost of Bus
- Cost of Fuel/Electricity
- Battery Requirements & Selection
- Grid Savings & Revenue Potential
- Infrastructure Requirements
- Maintenance & Safety

Federal, regional, and state grant and incentive programs can offset the upfront costs of electric buses and chargers. Fleet electrification can require longer transportation contracts, which will reduce the frequency your district has to go out to bid.

First Consulting will be a key trusted advisor for your agency, utilizing our vast experience in Home-to-School services and providing EV buses and charging infrastructure.

The deliverables of our assessment will be based on:

- Safe, flexible, and cost-effective charging infrastructure design
- Evaluating utility rate structures to minimize demand charges and optimize potential access to “Vehicle-to-Grid” tariff
- Options
- Understanding local permitting and utility-side easement requirements
- Matching bus manufacture options with EV charging infrastructure
- Utilize “Real Route” experience based on true bus charging capacity data, not manufactures specifications
- Understanding route terrain and topography impacts on EV bus operations
- Research and understanding of federal and state financing options, including grants, rebates
- Construction drawings including fire suppression system design

Scope of Services

- Base Level Charging Infrastructure Design
- Evaluate bus manufacturer options based on actual route requirements
- Assess implementation/deployment of electric buses and associated charging infrastructure

PROJECT APPROACH

1) Align and Finalize Project Scope, Timeline, and Cost

- Region 10 ESC and First Consulting meet to discuss project scope, timeline, and cost (in person or via phone).
- Delivers to district a Statement of Work (SOW), including timeline and cost breakdown.
 - Based on the meeting to discuss scope, timeline and cost, First Consulting will expand the Scope of Services (previous section) into a complete SOW for this project with a detailed timeline and cost breakdown and deliver this document to the district.
- District and First Consulting reach an agreement on final SOW, timeline and cost.
 - Once final scope of work in place, we can schedule the on-site portion of the evaluation.

2) Pre-On-site Discovery and Analysis

- First Consulting provides data requirements document to Region 10 ESC and schedules project kick-off call.
- First Consulting hosts project kick-off call to introduce project team members and go over timeline and data requirements document.
- Region 10 ESC provides all required data to First Consulting.
- First Consulting project team completes initial analysis based on required data provided by Region 10 ESC and prepares for on-site visit at district(s).

3) On-site Review

- First Consulting project team spends time on-site at district(s), gathering additional information and conducting district interviews.
 - The appropriate First Consulting project team members will spend time on-site gathering information to conduct the evaluation.
 - Additional information may be requested as the analysis is put together.
 - The First Consulting project team will also conduct the following activities:
 - Observe the transportation staff at its regular activities
 - Interviewing, where appropriate, the transportation staff and any other individuals identified by the agency as part of the transportation program
- First Consulting project team will provide a verbal debrief/preliminary report of observations.
 - Typically, we provide this report to the superintendent and/or other designated stakeholders from the district(s).

4) Post On-site Analysis and Report Generation

- First Consulting project team completes analysis based on SOW.
 - Weekly or bi-weekly project touchpoint conference calls can be set up, upon request
- First Consulting prepares final written report and presents findings to Region 10 ESC. (Can be on-site if requested)

ESTIMATED PROJECT TIMELINE

We anticipate we will need the entire 6-8 weeks to complete the typical Operations and Routing portions of the engagement. This aggressive project schedule assumes staff and team will be reasonably accessible to the First Consulting team and provide the requested data in an equally reasonable timeframe. Any delay in access to staff and/or data may lengthen the time for completion of the project.

PROJECT TIMELINE	Weeks					
	1-2	2-3	3-4	4-6	6-7	7-8
First Consulting builds and delivers to district a Scope of Work (SOW), including timeline.	█					
District and First Consulting reach agreement on final SOW and timeline.	█					
First Consulting provides data requirements document to district and schedules project kick-off call.	█					
First Consulting hosts project kick-off call to introduce project team members and go over timeline and data requirements document.	█					
District provides all initial required data to First Consulting.	█	█				
First Consulting project team completes initial analysis based on the required data provided by district and prepares for on-site visit at district.		█	█			
First Consulting project team spends time on-site at district, gathering additional information and conducting district interviews.		█	█			
First Consulting project team will provide an initial debrief from on-site visit.			█			
First Consulting project team continues analysis based on SOW.			█			
First Consulting project team completes draft report and provides to district.				█		
District and First Consulting meet to discuss draft report via phone and web meeting.				█		
First Consulting completes analysis and prepares final written report and presents findings of study to district.				█	█	█

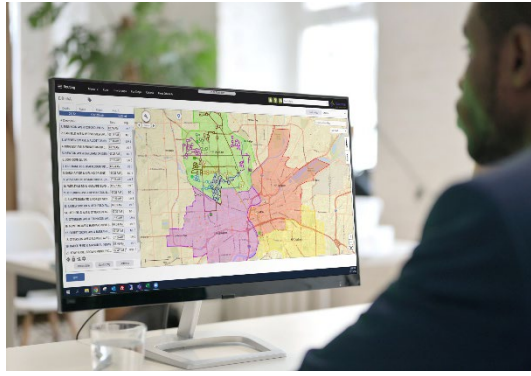
NOTES

Future Business Provision

The delivery of consulting services detailed in this proposal by First Consulting is contingent upon a determination by the agency that such engagement shall not prevent any company affiliated with First Consulting, including but not limited to First Student, Inc. from being awarded a contract for student transportation services in response to a request for proposal published by the district.



First Student | 600 Vine Street, Suite 1400 | Cincinnati, OH 45202



CASE STUDY

Lufkin Independent School District

Lufkin ISD strategically partnered with First Consulting to strengthen transportation services for their students and improve the efficiency of their program. Together, they were able to eliminate the need for a transportation waitlist and built a routing program that allows them to be more efficient in the community for years to come.

Lufkin Independent School District has always handled their own transportation, and while they're still self-operated to this day, they chose to strategically partner with First Consulting to strengthen their operation and effectively address their challenges.

Like many districts, Lufkin ISD struggled with driver shortage which limited the number of students they could transport. In order to address their challenges, the district partnered with First Consulting to streamline their routing and complete a full audit of their operation, evaluating efficiencies in areas like safety, routing system builds, route planning, management, fleet mix and maintenance. As a result, they uncovered some things that were very instrumental in helping determine solutions to their issues.

Amid the audit process, Lufkin ISD fell victim to a cyber attack that wiped out all of their student data. The First Consulting team worked in conjunction with the district to rebuild their system and ensure routes were efficient, vehicles were being used effectively, and ultimately eliminated the need for a student transportation waitlist.

“Between them helping us get our systems online and the usefulness of the utility of Transfinder, in conjunction with the expertise of our staff who were already there, we don’t have a waitlist this year. That, in and of itself, is proof that our students are getting what they need in terms of transportation.”

- Dr. Daniel Spikes, Assistant Superintendent of Administrative Services

Overall, the partnership between First Consulting and Lufkin ISD allowed the district to find routing efficiencies that provided safer and broader access to transportation for students and families, improved the effectiveness of their operation and increased overall safety. The registration process is now streamlined making it easier for families and the transportation department. And, employees who were working overtime to fill in gaps are now able to complete their work during the regular workday. Today, the district is operating with a more financially sound fleet mix, route plans built for reliable on-time performance, and no longer requires a waitlist for families in need of transportation.

Lufkin and First Consulting were true partners with the same goal. By working together, they arrived at a solution that was within budget and provided the best experience for both parties. As a result, Lufkin Independent School District is now able to provide transportation for their families and provide a good working environment for their staff.