

**Solicitation Number: RFP #031224****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and First Student, Inc., 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Garage and Fleet Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires May 13, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcwell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcwell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 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 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 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 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 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. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 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.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

First Student, Inc.

DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer

Date: 5/15/2024 | 9:56 AM CDT

DocuSigned by:
Leslie Norgren
By: _____
5C7F0A8DF6F4466...

Leslie Norgren
Title: VP of Consulting

Date: 5/15/2024 | 7:16 AM PDT

RFP 031224 - Garage and Fleet Services

Vendor Details

Company Name: First Student
Does your company conduct business under any other name? If yes, please state: First Consulting
Address: 191 Rosa Parks Street
8th Floor
Cincinnati, OH 45202
Contact: Robin Pogue
Email: Robin.Pogue@firstgroup.com
Phone: 513-419-3304
HST#: 59-2364035

Submission Details

Created On: Wednesday January 24, 2024 13:13:39
Submitted On: Tuesday March 12, 2024 15:27:53
Submitted By: Robin Pogue
Email: Robin.Pogue@firstgroup.com
Transaction #: 86723eba-43df-41cb-abe6-876c0fa54528
Submitter's IP Address: 170.85.9.118

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	First Student, Inc.
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	First Consulting, a part of First Student, Inc.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Our SAM Unique Entity ID (UEI) is ZGZ1DCN4KJS3
5	Proposer Physical Address:	191 Rosa Parks Street, 8th Floor Cincinnati, OH 45202
6	Proposer website address (or addresses):	https://firststudentinc.com/our-services/consulting/vehicle-maintenance/
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Leslie Norgren, VP of Consulting 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202 Leslie.Norgren@firstgroup.com Phone: 630-201-0522
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Edmund Dixon, Principal Consultant 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202 Edmund.Dixon@firstgroup.com Phone: 404-964-6807
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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<p>10</p>	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>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 represents a business unit within First Student dedicated to providing best-in-class services, including maintenance, consulting, routing, safety, training, and transportation management. Driven by our vision and values, we are a customer-centric organization with an unwavering commitment to the communities we serve. Our core values are:</p> <ul style="list-style-type: none"> • Focus on Safety • Care for Our Students • Surpass Customer Expectations • Foster Teamwork • Set the Highest Standards <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 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 acquired 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.</p> <p>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.</p> <p>First Student's mission statement is to "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>Trusting your students are getting where they need to be safely and reliably provides parents/guardians and school administrators peace of mind. We go beyond Original Equipment Manufacturer (OEM) recommendations to heighten vehicle safety, maximize equipment life cycle and minimize vehicle down-time. The foundation of First Consulting's maintenance program is skilled maintenance professionals, lean shop practices, inspections and repairs, and computerized fleet maintenance. Our core national team includes operations, technology, maintenance and engineering professionals who gather insights from the resources and expertise found across our vast network. They collaborate with equipment manufacturers to conduct research and identify solutions for complex repairs. When your vehicle care is in our hands, you can rest assured that your students are experiencing a safe, reliable school day journey.</p> <p>Understanding the importance of fleet safety and reliability, we adhere to all Federal and State guidelines as part of our comprehensive maintenance approach for the District.</p>
<p>11</p>	<p>What are your company's expectations in the event of an award?</p>	<p>We have prior 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 that will save them time, money, and resources on their procurement process.</p> <p>Our company will be very excited to receive word if we are chosen as a Sourcewell contract vendor. However, we understand that for the program to be considered a success, the First Consulting team will encourage potential customers to utilize the Sourcewell contract. We will immediately train our salespeople to recognize potential Sourcewell opportunities, to give our team a listing of accounts to pursue and strategize and to close new public institutions in a short period of time. Our marketing department will produce collateral material to help support these sales efforts. We will track our successes and learn from our losses. Our goal will be to make the new First Consulting contract a win-win for the public institutions, for Sourcewell as well as for us. Our hope is that we will show continued growth in sales during our quarterly business reviews.</p> <p>Our company has also partnered with National Strategies Inc. to help us market and train our team on Sourcewell and how our customers can use it as a buying vehicle.</p> <p>In the current year, we plan to actively participate in and present at over 50 trade shows/conferences, and we will continue to do this moving forward so we can advertise and promote our Sourcewell contract as a buying vehicle for our customers.</p>

12	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>To demonstrate our financial strength and stability, we have attached our 2023 financial statement and a letter of reference from JP Morgan. 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 holds 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 Consulting is a proven solution. We have more experience than any other provider. Unlike new startups, our company 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. While our company's history is full of industry innovations and streamlined operations, a partnership with our company 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, our 2022-2023 school year annual customer survey spoke volumes. In Likelihood to Recommend, we scored an impressive 8.99 out of 10. In First Student is a Business Partner, Not Just a Provider, we scored 8.89 out of 10. Our company 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>	*
13	<p>What is your US market share for the solutions that you are proposing?</p>	<p>We currently work with over 1,100 school districts across 40 states providing an array of services ranging from home-to-school bus and van services, special education transportation, consulting, and alternative transportation. Regarding maintenance services specifically, we are currently providing services in 40 states.</p>	*
14	<p>What is your Canadian market share for the solutions that you are proposing?</p>	<p>We currently work with close to 200 districts across five provinces.</p>	*
15	<p>Has your business ever petitioned for bankruptcy protection? If so, explain in detail.</p>	<p>N/A</p>	*
16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Our company is best described as a Service Provider. We provide a portfolio of service offerings targeting k-12 school districts. These offerings are focused on helping these districts improve in key areas including safety, operational efficiencies, cost savings, transportation/fleet management and potential technological improvements.</p> <p>a) N/A - See 16 above b) Our company is best described as a service provider; We offer full-service maintenance to school districts based on our experience maintaining more than 40,000 vehicles. These offerings are focused on helping districts improve in key areas including preventative and corrective maintenance, safety, operational efficiencies, cost savings, transportation/fleet management and potential technological improvements.</p> <p>Our sales force oversees the contract from start to finish, including onboarding new customers, gathering data from clients, vetting employees, conducting training and providing recommendations. Our team is involved every step of the way. Maintenance services are conducted by our employees typically at First Student established locations. However, our model is flexible enough that maintenance services can be provided on district property.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>We are licensed to conduct business in 40 states as well as five provinces in Canada, with the ability to expand into additional states as needed. A list of federal, state, and city business licensing information can be provided upon request. In addition, the majority of our technicians are ASE certified.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>To the best of our knowledge, neither our company nor any key person has ever been suspended or debarred by a state, federal or municipality agency nor are we aware of any contracts terminated for default, debarment, disqualification or similar situation. As a national provider of transportation services, on rare occasions our company may have a contract terminated for convenience due to district funding issues, the district taking the work in house or similar circumstances. In these situations, however, our company has been able to successfully work with the customer to achieve contract resolutions that work for both parties.</p>	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
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19	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>The Center for Automotive Service Excellence (ASE) is highly respected in the automotive service industry because of the high standard they require certification holders to achieve and maintain. Additionally, repair shops are awarded the ASE Blue Seal recognition if the repair shop has at least 75% of technicians who are ASE certified. We are proud to share that First Student has 101 Blue Seal shops – more than any other company in the industry.</p> <p>We provide guidance for our maintenance shops to raise their level of shop performance through Lean practices. To reward our maintenance teams for their dedication to safety and commitment to the highest standards, we evaluate each shop annually and award them with Bronze, Silver or Gold Wrench Awards. Technicians earn a monetary bonus if they help lead their shop to becoming a Gold Wrench shop. 95% of First Student shops are classified as Lean: 47% Gold, 24% Silver and 24% Bronze.</p> <p>Valuable experience gained from serving districts has allowed us to refine our understanding of developing and maintaining strong operational standards that truly set us apart from the competition. First Student has more expertise than any other provider. Recently, our contributions were recognized by the National School Transportation Association, which selected us for their 2023 Go Yellow Go Green Award and the National Contractor of the Year Award. School Transportation News also gave First Student the Green Bus Fleet Award in 2023 for our leadership in electrification.</p> <p>In March 2023, the White House recognized First Student for leading the industry in school bus electrification. Our company has made innovative efforts to support the transition and improve the environmental health and safe ride for students. First Student will convert 30,000 diesel buses to electric by 2035. Scan the QR Code for the article.</p> <p>First Student was highlighted in Bright Magazine for working with NorthWestern Energy to secure funding and implement electric school buses for Billings School District. Scan the QR Code for the article on pages 32-33.</p> <p>First Student received national coverage with Congress members in Washington, D.C. for our efforts in going green and providing a safe and healthy ride to school. Scan the QR code for the press conference.</p> <p>Kevin L. Matthews – Head of Electrification, First Student Kevin has more than 30 years of diverse sustainability experience, including policy development at the U.S. Environmental Protection Agency. He served as director of governmental relations for the environmental insurance division of AIG. Prior to joining First Student, he was a managing director at National Strategies, overseeing the first vehicle-to-grid integration using electric school buses.</p> <p>Alex Cook – Chief Engineer, First Student Alex is the inaugural recipient of the 2022 Innovator Award, Sponsored by School Transportation News in partnership with NSTA, for his flexible, quickly deployable, behind-the-meter school bus charging infrastructure. Alex Cook started with FirstGroup America in 2004 as our Chief Engineer after a 20-year career with Cummins Engine.</p> <p>Over the years, he built a team of engineers and mechanical and electrical experts to support more than 100,000 vehicles in the combined (former) FirstGroup companies. In his career with First Student, Alex has engineered and brought to the marketplace several new technologies to pioneer safety, efficiency, and future-proofing bus travel. He maintains a strong network of relationships with various federal government entities and vehicle/equipment manufacturers, which gives him a unique foresight into future industry needs. See article attached following this section.</p> <p>Jason Blumenauer – Vice President of Security, First Student Security is vital to First Student and our Vice President of Security, Jason Blumenauer. The Security function of our company operates across the business to ensure passengers feel safe when they travel, our staff feels secure while at work, and our business assets are protected from fraud, waste and abuse. Jason has spent over 30 years in global security and law enforcement. He was recently named one of The 10 Most Influential Leaders Building a Better World Through Security, 2023.</p> <p>Green Cross for Safety and Occupational Excellence Award, First Student First Student is the only student transportation provider to receive the National Safety Council's Green Cross for Safety and Occupational Excellence Award. We credit this honor to our innovative use of ground-breaking technologies as well as our robust safety culture which keeps us focused, committed and conscious of our actions. We are proud the NSC recognized that we, as an organization, genuinely care for the passengers we transport and the people we employ. Within First Student, we consistently uphold a complete set of safety initiatives and training programs in order to protect our student riders and employees, while continuously improving our injury prevention best practices.</p> <p>*See Industry Recognition & Marketplace Success in Document Uploads</p>
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20	What percentage of your sales are to the governmental sector in the past three years	0% - Our current target market is the k-12 school district and has delivered 100% of our sales. We are open to serving markets via the Sourcwell contract that can take advantage of our services, operational excellence and pricing structure.	*
21	What percentage of your sales are to the education sector in the past three years	Our current target market is the k-12 school district and has delivered 100% of our sales. We are open to serving markets via the Sourcwell contract that can take advantage of our services, operational excellence and pricing structure.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We were recently added to Equalis Cooperative Contract as a "Value Added Services Provider". We have been part of the purchasing cooperative since 2023. Our annual sales volume will be calculated at the end of our fiscal year June 2024.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Tacoma Public Schools 601 S. 8th Street Tacoma, WA 98405	Zachary Midles Director of Transportation	253-571-3385	*
Terrebonne Parish School District 201 Stadium Drive Houma, LA 70360	Roger Dale Dehart Board Member	985-860-1078	*
Charleston County SD 3999 Bridge View Drive North Charleston, SC 29405	James Lynch Director of Transportation	843-566-8141	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Confidential	Education	Louisiana - LA	<ol style="list-style-type: none"> 1. Provide leased school buses to Parish 2. Complete any and all maintenance work on leased vehicles as well as district owned vehicles 3. Our Technicians work at the Schools District's site to provide all preventative maintenance, pre-state inspection maintenance, and general repairs on the District owned school bus fleet 4. We purchase all necessary replacement parts for District owned vehicles 	170 school vehicles	Average revenue of \$3.2M per year for the last 3 years
Confidential	Education	Louisiana - LA	<ol style="list-style-type: none"> 1. Provide all maintenance on leased vehicles as well as district owned vehicles, bumper to bumper 2. Our Technicians provide regularly scheduled maintenance service at the District's onsite property 3. Fulfillment of state and Department of Transportation maintenance requirements 4. We purchase all necessary replacement parts for all vehicles, both leased and district owned 	Lease 30 School bus vehicles from First Consulting. They own 160 of their own vehicles.	2022 Project revenue \$333k, 2023 Project revenue \$1.2M
Confidential	Education	Washington - WA	<ol style="list-style-type: none"> 1. First Consulting provides all regularly schedule maintenance as well as all major and minor repairs for district own school bus fleet 2. We provide all warranty maintenance work 3. We purchase all necessary replacement parts for all vehicles 	70 school vehicles	2021 Project revenue \$187K, 2022 Project revenue \$187K, 2023 Project revenue \$385K
Confidential	Education	South Carolina - SC	<ol style="list-style-type: none"> 1. First Consulting provides all regularly schedule maintenance as well as all major and minor repairs for district own school bus fleet 2. We provide all warranty maintenance work 3. We purchase all necessary replacement parts for all vehicles 	66 school vehicles	The estimated yearly value is \$168k for the last three years
Confidential	Education	QC - Quebec	Provide all aspects of Electrification including charging infrastructure for 101 Type C Buses.	101 Type C buses	\$15M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
26	Sales force.	<p>Sales coverage across US and Canada is shared among 414 Shop Managers seven (7) Regional Manager Managers, two Vice Presidents of Maintenance, eight (8) Consultants, two (2) Business Development Managers all being supported by three (3) inside sales developers and three (3) relationship managers. Each shop is responsible for growing sales in their geographic area. All sales resources are direct employees of our company.</p> <p>We have extensive experience selling cooperative agreements directly to school districts and have 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. With operations running in 40 U.S. states and over 400 facilities serving over 1,100 clients, there will be an endless amount of opportunity to market this contract to new and existing customers. Additionally, we are uniquely positioned to utilize a Sourcewell contract in Canada as we have an existing footprint with our school bus customers and a directive to expand alternative services in the Canadian market within the next 12 months. First Consulting understands that partnering with Sourcewell's team to market and sell to existing members will be a crucial part of this agreement. We are prepared to conduct introductions between our regional alternative teams and their respective Sourcewell representatives to coordinate sales efforts, as well as set up a regular cadence for teams to meet and discuss target areas.</p>
27	Dealer network or other distribution methods.	<p>We have 400+ locations in 40 states, serving our 1,100 customers. These locations and their management staff are tasked with not only servicing their local contracts but also approaching surrounding districts to offer our services and onboard additional clients. This network of 400 locations uniquely positions us to utilize the Sourcewell contract to quickly onboard additional clients via our Sourcewell partnership.</p>
28	Service force.	<p>We have over 400 lean certified shop locations with 101 Blue Seal certified shops with over 1250 technicians to provide preventive maintenance service.</p>
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>We have developed an effective and proven engagement and ordering process. We do not engage with clients via distributors or dealers. A purchase order will be issued by the customer for the specific vehicle and work. The purchase order will be entered into our Hexagon work order management system. The work is then assigned to a technician for completion who in turn, completes the work order in Hexagon which will update our inventory and we will provide notification that the vehicle is ready for pick up. Invoices are generated through our First Invoice system according to contract terms. We are able to accommodate additional communication requests based on customer needs.</p>
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>Company representatives are available to assist in three languages for our US and Canadian customers. Customer services responses will typically in a couple hours or less of the initial outreach. Emergency contact numbers are provided to ensure potential risk items can be addressed as swiftly as possible to promote the appropriate level of engagement, management and mitigation needed to meet service expectations.</p> <p>When it comes to caring for our customers, we are a customer-centric organization with an unwavering commitment to our students, districts and the communities we serve. Our focus on customers' needs allows for continuous assessment and service improvement. In overall customer satisfaction, our company scored 8.89 (out of 10) for our last customer survey (2022-2023 school year).</p> <p>A Principal Consultant will be assigned as the primary point of contact for on-going work with additional contacts provided where necessary to facilitate effective project execution. If more than one contact is required to ensure desired response levels, a list will be provided with contact information and specific areas of responsibility defined for each member of the First Consulting team. A regular cadence for direct interactions at an interval that is agreed upon with the customer to ensure that the project proceeds at the desired pace and manner. The cadence interval can be adjusted (as necessary) to promote sharing of information, status updates, progress reports, and other data pertinent to the scope of work prescribed by the contract.</p>
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>We have over 400 locations in 40 states across the United States supporting our operations in over 1,100 school districts. We are unique in our size and presence across the entire U.S. footprint and deliver a portfolio of services to our district partners, including bus transportation, charter transportation, alternative transportation, and consulting services. Our locations and their management staff are tasked with not only servicing their local contracts but also approaching surrounding districts to offer our services and onboard additional clients.</p>
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>We currently provide services to nearly 200 school districts in five provinces in Canada.</p>
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>There are no service area limitations. We are capable of servicing districts in all 50 states and Canada.</p>

34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We currently serve the education sector and are focused on yellow school bus and white fleet.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We do not have any contract requirements or restrictions that would apply to your participating entities in Hawaii and Alaska and in US Territories.	*
36	Describe the scalability of your company's offering in relation to size, scope, locations, and services.	<p>First Consulting, with the partnership of First Student is able to adapt to the diverse needs of school districts of varying sizes, locations and requirements, while maintaining high quality service standards.</p> <p>Size: We have 414 locations which can provide Preventative Maintenance service for vehicles. We currently maintain fleets from 5 to 500+ with several contracts being maintenance only contracts for school district owned fleet. We have over 1250 technicians, over 400 certified lean shops and over 100 certified Blue sealed shops. Given our state-of-the-art technology, we have the capacity to add several hundred vehicles to our maintenance program.</p> <p>Scope: We specialize in school bus fleets which include both yellow fleet and white fleet. We can maintain fossil fuel, propane and electric vehicles. We understand that this RFP is focused on preventive maintenance however, we are able to provide corrective maintenance and warranty work. See Service section below for preventative maintenance schedule. Our program is outlined in detail in Table 14A Q67.</p> <p>Locations: We can provide services on-site at your school district facilities or find a local First Student school district to partner with to perform the repairs. There are no geographical areas, including Canada and Alaska, that hinder our ability to perform maintenance services. See our Customer Location map for reference.</p> <p>Service: Our Preventative Maintenance Inspection Schedule for yellow school bus fleet is as follows:</p> <p>Every 3 Months: Includes all 100+ points of inspection in standard PM inspection, plus an additional 150 points of inspection including: Tires/wheels, air system, under vehicle, air conditioning, lubrication and oil change, bus interior and exterior, indicator lights/systems, add-on technology, safety equipment.</p> <p>Every 6 Months: Includes all points of inspection in 3-month plan, plus: Fuel Filter replacement.</p> <p>Every 12 Months: Includes all 150 points of inspection covered in 3 and 6 months, plus an additional 15 points of inspection including: Engine oil sample, freeze protection level, external transmission filter, auto transmission cable, wheel bearings, HVAC systems, Heater systems.</p> <p>Every 24 months: Includes all inspection points covered in 3-, 5- and 12-month inspection, plus an additional 3 points of inspection: Automatic transmission fluid, power steering fluid, coolant fluid.</p>	

37	Describe your process for incorporating additional service locations (whether owned, franchised, or third-party), including details around screening, selection, and retention.	<p>We are able to provide maintenance services at all of our 414 locations with the ability to expand by adding additional shifts. In addition, we have the ability to provide mobile technicians who can perform maintenance on-site at a customer's facility.</p> <p>In a difficult labor market, we have a competitive advantage in recruiting and hiring technicians. We have a unique approach to recruiting by blending conventional methods with "cutting edge" technology. We have invested in technology that embraces the following:</p> <ul style="list-style-type: none"> • Programmatic advertising • Digital strategy • Social media • Texting platform integrated with our applicant tracking system • Referrals including bonus program • Promoting from within <p>Our Centralized Talent Acquisition Team provides an unmatched level of recruitment support with a regional focus across North America. The team of two talent acquisition managers and ten talent acquisition specialists — three who focus solely on technician recruiting — works with our local teams and the region human resources managers to keep the process moving.</p> <p>Our recruitment strategy adapts to the unique needs of each of our customers. For example, to address the diesel mechanic shortage, our technician recruitment team developed an apprenticeship program. This program creates an opportunity for our technicians to progress to higher skill levels and allow succession planning throughout a career with our company. Strategies like this help contribute to increased retention rates.</p> <p>We provide 20 hours of annual maintenance training for technicians to increase skills and knowledge of industry technology advancements. Technicians participate in vendor trainings and pursue self-directed continued education credits. We provide an online community where technicians can tap into the collective expertise of our 414 maintenance locations.</p> <p>All technicians undergo a basic skills assessment upon hire to determine their individual skills and suitability. Our comprehensive online skills assessment allows technicians and managers to objectively baseline knowledge in specific areas. Each assessment measures technical competency to a detailed level of theory, application and diagnostic ability in a number of technical areas.</p> <p>Our process for incorporating additional service locations is focused on fostering strong partnerships, maintaining high standards of quality and reliability and delivering exceptional service experiences to our customers.</p>
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Table 7: Marketing Plan

Line Item	Question	Response *
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38	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>The First Student marketing team will drive awareness of Sourcewell in the U.S. using the following tactics:</p> <p>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 Sourcewell marketing to create an email awareness campaign to explain how First Consulting and Sourcewell will make the transition seamless for the Sourcewell membership.</p> <p>Customer Facing Collateral: First Student marketing will create and deliver collateral explaining the Sourcewell agreement and will be staged on the Sourcewell landing page and printed for Sourcewell customers. Collateral will communicate the benefits of purchasing through the agreement from First Consulting as well as showcase products, services, and solutions offered to customers. First Student will have collateral ready to be distributed upon announcement of award. We will have collateral for current Sourcewell customers to make them aware of the new contract and provide an FAQ to transition into the next agreement. For non-members, we will convey that First Consulting is a member of Sourcewell and promote adoption into the Sourcewell brand.</p> <p>Through our company's public relations team, upon contract award, we will announce the contract through a media campaign, highlight on our website, as well as feature in our regular communications package to our education, and non-profit customers. We will also promote via social media to generate increased buzz in the industry.</p> <p>First Consulting's strategy will include trade shows where Sourcewell members will be in attendance. These may include NIGP (National Institute of Governmental Procurement, Inc.), NASPO (National Association of State Procurement Officials), NAEP (National Association of Educational Procurement), and ASBO (Association of School Business Officials International). We will also evaluate which of these events should be attended nationally, regionally, as well as locally, offer booth design ideas and messaging, and suggest giveaway items. We will continue to attend conferences moving forward so we can advertise and promote our Sourcewell Contract as a buying vehicle for our customers.</p> <p>We will maintain a close ongoing relationship with our Sourcewell team, informing them as to our progress in monthly meetings. First Consulting will also host quarterly business reviews either in Staples, Minnesota or at our corporate headquarters in Cincinnati, Ohio that will analyze revenue, trends, and future opportunities in the marketplace.</p>
39	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Social and Paid Media: Our company will use social and paid media to reach Sourcewell customers and potential customers in the U.S and Canada. First Student has a presence on LinkedIn, Facebook, Instagram and Twitter. First Student will also use Google display ads to educate potential customers on Sourcewell and the benefits of the cooperative agreement. LinkedIn paid media will be used to target Transportation Directors, Superintendents and School Districts.</p> <p>We are experts in working with social media and will feature the Sourcewell agreement on Twitter, LinkedIn, and Facebook. First Consulting will also encourage our employees as well as our sales team to highlight the new initiatives with Sourcewell as well as the benefits to the governmental entities. We will also share our new accounts, as they occur, with our customer's permission.</p>

40	<p>In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?</p>	<p>Three words best describe what we believe the role that Sourcewell will play in promoting contracts that arise out of this RFP: Communication, Training and Mentorship. Here is an explanation of each:</p> <p>a. Communication: We know that following the award of the contract, Sourcewell will announce the new contract and the vendors to all 55,000+ members located in the United States and Canada. We believe that this notification is the most read email that Sourcewell distributes. Our company also knows that our agreement information will appear on the Sourcewell website. We will assist and provide the materials needed for this site very quickly. Also, as part of our marketing program, we want to work with Sourcewell to include our company in awareness campaigns at national and regional trade show events. Sourcewell's role in promoting our company would consist of providing guidance for the creation of a co-branded landing page and one-pager on the Sourcewell website as well as providing similar guidance for a landing page to live on our website. If Sourcewell announces wins via press release and social media, we would expect to be recognized and tagged.</p> <p>Customer Newsletter: Our company sends a quarterly newsletter to thousands of customers and tens of thousands of prospects. Upon award, our partnership with Sourcewell will be featured heavily and will have a spotlight every quarter moving forward.</p> <p>b. Training: Sourcewell has a dedicated training to inaugurate new vendors into the program. First Consulting looks forward to attending those sessions and commits to working with Sourcewell to get our contract details on your site swiftly. Our team will be eager to learn how best to market to your members. Our goal will be to begin selling the contract shortly after the award.</p> <p>Our company will integrate the Sourcewell contract into our sales process through the following:</p> <p>Sales Enablement: Our company will have a dedicated account manager for all Sourcewell members. Our account manager will train our sales team on the Sourcewell agreement, and our marketing team will provide sales enablement tools as updates and/or changes with the Sourcewell program arise.</p> <p>Internal Trainings: Multiple touch points to promptly inform the team of any new information or changes to systems available to clients. Internal trainings will include, but are 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. · Ongoing Training Sessions: Technical training offered by Account Specialists, including 'refresher' training sessions throughout the year and as needed. · Digital Communications: Emails designed to highlight monthly rotating solutions topics for the Sourcewell members, along with direct links to First Consulting/Sourcewell landing page. <p>c. Mentorship: Sourcewell's revenue has increased more than 10-fold during the past decade. We want to learn from your strategies to increase our success in these markets through the Sourcewell program. We look forward to working with you.</p>
41	<p>Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.</p>	<p>N/A</p>

Table 8: Value-Added Attributes

Line Item	Question	Response *
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42	<p>Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.</p>	<p>Our company provides 20 hours of annual maintenance training for technicians to increase skills and knowledge of industry technology advancements. Technicians participate in vendor trainings and pursue self-directed continued education credits. We provide an online community where technicians can tap into the collective expertise of our 414 maintenance locations.</p> <p>All technicians undergo a basic skills assessment upon hire to determine their individual skills and suitability. Our comprehensive online skills assessment allows technicians and managers to objectively determine baseline knowledge in specific areas. Each assessment measures technical competency to a detailed level of theory, application and diagnostic ability in a number of technical areas.</p> <p>Many of our Shop Managers and Technicians-in-Charge began their careers as apprentices or level one technicians. Raising our people through the ranks allows our company to provide a depth of knowledge and experience that spans the entire spectrum of maintenance operations.</p> <p>Maintenance Training Support We employ full-time traveling maintenance trainers who are highly experienced in all aspects of vehicle maintenance. These trainers will visit our location maintenance personnel to facilitate additional training regularly.</p> <p>Furthermore, we provide an additional benefit from our relationships with Original Equipment Manufacturers (OEMs) and national parts suppliers. Trainers including ACDelco Training, Allison eLEARN, Bendix Brake-School, BraunAbility Training, Cummins Online Service Training, Ford STARS Training, General Motors Center of Learning, Meritor, Motor Age, Noregon Diagnostics, etc., visit our locations to instruct technicians in a variety of areas such as electrical and manufacturer specific training. The purpose of vendor training is to improve the skillset of technicians for improved service delivery to the District.</p> <p>Maintenance Safety Orientation Training (MSOT) Our company always sets safety as the top priority for our vehicle maintenance personnel. All newly hired technicians receive Maintenance Safety Orientation Training (MSOT) before they are released to work in the shop and/or on any equipment. MSOT training includes shop safety, proper Personal Protective Equipment (PPE), OSHA standards, vehicle maintenance and equipment safety, and electric vehicle maintenance. As part of the MSOT program, our technicians are also continually tested and evaluated throughout the training program. Those who do not demonstrate the required level of proficiency are provided additional training. Our MSOT program includes the following:</p> <ul style="list-style-type: none"> Tire Replacement & Mounting Procedures Propane Torque Wrench Use, Care & Maintenance Policy & Procedure Alternative Fuel (CNG, LNG, BEB, etc.) *Where applicable Wheel Inspection, Installation & Appearance Policy & Procedure ASE Certification Program Personal Entertainment Devices Policy ABS Warning Lights Procedures Personal Protective Equipment Policy IT-4000 Sign-Off by Technician Lift and Jack Stands Procedures PM Training (Internal Training and Hands-on) Lift Inspection Pre-Use Policy GHS (Global Harmonization Systems) Lift Vimeo Video Facility Injury Prevention Tour Checklist Lifts & Jack Stands Vimeo Video Road Call & Towing Procedures Lock-Out Tag-Out (LOTO) Procedures Start-All Training (Internal Training) Personal Vehicle Storage Policy Lean CORE (Internal Training) Service Island Yard Safety Procedures EV High Voltage Level Awareness (Internal Training) <p>Safety Meetings As part of our ongoing safety initiatives, we use Toolbox Talks to communicate safety standards and lessons learned to our technicians. Typically, 30-minute sessions, Toolbox Talks are designed to improve understanding and clarity of safety standards, as well as to ensure technician staff is kept up to date on changes to procedures or to reaffirm procedures and policy arrangements. This time is also used to recap performance from the previous day, discuss any obstacles and provide coaching as needed. These sessions are delivered by our staff who have been trained on Core Safety Management standards – typically either the Location Safety Manager or Area Safety Manager.</p>
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43	Describe any technological advances that your proposed products or services offer.	<p>Inspections and Repairs Our company is the industry leader in student transportation maintenance, and we take great care to ensure the integrity of each of our buses your students board. Stringent pre- and post-trip inspections, preventative maintenance, predictive analytics and ASE Technical Assistance Center (TAC) help desk support the carefully constructed maintenance program that keeps students safe and road failures down. All of our precautions and solutions are designed with our top priority in mind: the protection of the treasured individuals who hold the key to our future.</p> <p>Technical Assistance Center (TAC) Help Desk The TAC Help Desk is designed to improve the diagnostic process and reduce vehicle downtime. The Technician reaches a point where assistance is required and submits a work order through our TAC tablet. An email notification is sent to the Maintenance Supervisor or Technician-in-Charge, and the centralized TAC Supervisor. The TAC Supervisor contacts the Technician and begins assisting with the repair. The TAC Supervisor can remotely access the maintenance record history to review previous repair information. This allows the Technician and the TAC Supervisor to address the problem together and determine a diagnosis and plan of action. The TAC Supervisor can also remotely access the Technician's diagnostic laptop to assist with diagnostics/programming in real time.</p> <p>Reduction in Cost Using experts to share experience solves issues more quickly and efficiently. Easily Accessible ASE expert opinions ensure issues can be resolved in record time.</p> <p>Database of Resolutions The Help Desk database helps identify improved training opportunities, manufacturer defects or reoccurring issues to share with OEMs to improve future school bus design.</p> <p>Predictive Analytics Predictive analytics keeps maintenance costs, downtime and road failures to a minimum. Ultimately, these measures help us all reach the most important goal: keeping our students safe.</p> <ul style="list-style-type: none"> • Every maintenance shop is using fault-code centered predictive analytics to identify and solve problems two to four weeks before failures occur. • This system uses data pulled from buses in your fleet to identify problems related to exhaust, cooling and ABS break failures. • Once potential issues are identified, the system creates a work order for the "at risk" items, unique to each bus, which are then pushed to our technicians for scheduling, review and repair before there is an opportunity for failure to be experienced on the road. <p>Preventive Maintenance - Interval-Based Scheduling A well-maintained vehicle is the first line of defense in protecting our precious future. Our industry-leading preventive maintenance (PM) practices are designed to optimize each piece of equipment's service interval. We base scheduling on usage profile, manufacturer's recommendations, timing of regulatory agency inspections and proven best practices. Additionally, we take into consideration the specific skills and expertise found within our local maintenance team.</p> <p>During all standard PM inspections, our technicians review seven inspection categories:</p> <ol style="list-style-type: none"> 1. Preparation and Drive (in-lot) Inspection 2. Interior Circle Inspection 3. Exterior Circle Inspection 4. Engine Compartment Inspection 5. Under Vehicle Inspection 6. Alternative Fuels Inspection 7. Air System Inspection <p>After these inspections, technicians will determine any adjustments and lubrications necessary for each equipment class as well as any issues that require additional attention for follow-up repair. For additional technology used, see Q48.</p>
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44	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company is committed to lowering vehicle emissions, building and operating an ever-cleaner school bus fleet and to a clean and healthy environment through business practices like waste minimization, Clean Water Act compliance, spill and release responding and reporting, chemical inventory management and reporting, compliance auditing and environmental information management. Our environmental management consultant, Strate Environmental Inc., conducts a Phase I environmental assessment for all new locations and oversees our environmental reporting systems, providing guidance in all major areas of compliance.</p> <ul style="list-style-type: none"> • Waste Minimization – Data from our waste management partner allows us to continually decrease the amount of waste generated at each of our locations. They have helped us minimize the volume of office waste and the hazardous waste generated at our facilities. • Clean Water Act Compliance - We take part in a third-party evaluation of maintenance shops to identify potential issues concerning Clean Water Act compliance. The process involves two separate programs: 1) spill and release response training and reporting and 2) stormwater permitting. • Spill and Release Response and Reporting - Our environmental partner maintains a complete database listing of our emergency response contacts for every location. As part of our commitment to ensuring we minimize the potential impact from unforeseen incidents, we require all Location Managers to complete annual spill response training. • Chemical Inventory Management and Reporting - Each operating location keeps a chemical inventory updated annually as part of our Emergency Response Community Right-to-Know Act (EPCRA; a.k.a. SARA Reporting) compliance and reporting. Where required, our compliance management partners prepare and file appropriate SARA Reports for the chemicals needed at each of our locations. • Compliance Auditing – Our environmental partners perform compliance audits for us in the areas of waste management, Clean Water Act compliance and chemical inventory management and storage tank compliance. • Environmental Information Management - We use Environment Information Operating System (EIOS), which is an internet-accessible data management system developed by Strata Environmental, to manage all relevant data, compliance tasks and records.
45	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our company is committed to lowering vehicle emissions, building and operating an ever-cleaner school bus fleet and to a clean and healthy environment through business practices like waste minimization, Clean Water Act compliance, spill and release responding and reporting, chemical inventory management and reporting, compliance auditing and environmental information management. Our environmental management consultant, Strate Environmental Inc., conducts a Phase I environmental assessment for all new locations and oversees our environmental reporting systems, providing guidance in all major areas of compliance.</p> <ul style="list-style-type: none"> • Waste Minimization – Data from our waste management partner allows us to continually decrease the amount of waste generated at each of our locations. They have helped us minimize the volume of office waste and the hazardous waste generated at our facilities. • Clean Water Act Compliance - We take part in a third-party evaluation of maintenance shops to identify potential issues concerning Clean Water Act compliance. The process involves two separate programs: 1) spill and release response training and reporting and 2) stormwater permitting. • Spill and Release Response and Reporting - Our environmental partner maintains a complete database listing of our emergency response contacts for every location. As part of our commitment to ensuring we minimize the potential impact from unforeseen incidents, we require all Location Managers to complete annual spill response training. • Chemical Inventory Management and Reporting - Each operating location keeps a chemical inventory updated annually as part of our Emergency Response Community Right-to-Know Act (EPCRA; a.k.a. SARA Reporting) compliance and reporting. Where required, our compliance management partners prepare and file appropriate SARA Reports for the chemicals needed at each of our locations. • Compliance Auditing – Our environmental partners perform compliance audits for us in the areas of waste management, Clean Water Act compliance and chemical inventory management and storage tank compliance. • Environmental Information Management - We use Environment Information Operating System (EIOS), which is an internet-accessible data management system developed by Strata Environmental, to manage all relevant data, compliance tasks and records.

46	<p>Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.</p>	<p>Our company has a contract with Circa Works, which ensures that our job postings are shared with diversity sites, unemployment sites, and sites for the disabled and veterans. This site supports our commitment to diversity recruiting and EEO compliance. https://circaworks.com/</p> <p>Our company 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. Our company 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.</p> <p>To drive continuous change and progress within our business, we launched a Diversity and Inclusion Council. The Council includes 32 employees from various departments and locations throughout our company. Members are rotated periodically to allow more employees to represent our diverse organization. Council members assist in explaining, promoting and encouraging the D&I objective to ensure everyone within the organization feels included, respected and supported.</p> <p>A partner that acknowledges and celebrates the diversity of its employees creates a culture of inclusion where employees feel valued and want to return to work, day after day, year after year. Valued, energized and appreciated drivers are excited to greet students and motivated to provide the best care. Cultivating a culture of diversity and inclusion also helps us to better understand and meet the needs of the diverse student populations we serve every day.</p> <p>D&I Council Mission Statement:</p> <ul style="list-style-type: none"> · We aspire to have a culture where all people are First. · We strive to attract and develop a diverse workforce by promoting teamwork and embracing cultural differences. · We all play a role in advancing an inclusive environment where everyone is empowered to share their perspectives, listen and respect others. · We will achieve this by our leadership fostering a people focused environment and engaging with our employees, customers and communities. · In doing so, we will sustain an inclusive culture that supports future growth and fulfills our social responsibility. <p>The D&I Council has three subcommittees: Community Involvement, Development of Talent & Training and Employee Experience & Communication. Their separate missions are:</p> <ul style="list-style-type: none"> · Community Involvement: To celebrate our commitment to diversity and inclusion in the communities we serve, we will achieve positive and measurable outcomes with our customers, passengers, suppliers and other stakeholders through strategic partnerships. · Development of Talent & Training: To create a high-performing, sustainable organization that meets its strategic and operational goals and objectives by leveraging diverse talent. We do this by attracting, developing, motivating and retaining a workforce that reflects the communities we serve. · Employee Experience & Communication: To create and sustain a welcoming work environment where everyone can bring their best self to work. We do this through executing a comprehensive communication and engagement strategy that improves the employee experience at every level of the organization. <p>Recently, the Council created the Diversity and Inclusion Manager Certificate Program. It is available to all managers and leaders within our company who wish to continue to expand their knowledge, awareness and application of Diversity and Inclusion concepts. This program is one part of a comprehensive diversity and inclusion training program. Our full program focuses on providing concrete ways to engage in respectful and positive interactions in the workplace while reducing discrimination and prejudice based on factors such as gender, ethnicity, race, sexual orientation, age, religion, physical and mental ability and socioeconomic status.</p> <p>Outside of these training programs, the Council has identified several exciting D&I initiatives that will further our progress toward our vision to be an employer of choice that supports future growth, attracts and develops a diverse workforce and fulfills our social responsibility. One of their most recent initiatives was the addition of an optional employee charitable contribution. During our annual enrollment period, employees can now elect a yearly contribution to one of three non-profit organizations selected by the Council: Room to Read, My Sister's House or the Trevor Project.</p> <p>The Council continuously adjusts and develops new programs to deliver substantive improvements. Everyone is committed to promoting an inclusive work environment. Together we drive our company forward through improved diversity and inclusion.</p>
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47	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>The foundation of our company's maintenance program is skilled maintenance professionals, lean shop practices, inspections and repairs, and computerized fleet maintenance. Our core national team includes operations, technology, maintenance and engineering professionals who gather insights from the resources and expertise found across our vast network. They collaborate with equipment manufacturers to conduct research and identify solutions for complex repairs. When your vehicle care is in our hands, you can rest assured that your students are experiencing a safe, reliable school day journey.</p> <p>Experience: Valuable experience gained from serving districts has allowed us to refine our understanding of developing and maintaining strong operational standards that truly set us apart from the competition. Our company has more expertise than any other provider demonstrated by our many awards such as National Contractor of the Year by NSTA. See additional awards and recognition in Table 3, Q19.</p> <p>Standards: Understanding the importance of fleet safety and reliability, we adhere to all Federal and State guidelines as part of our comprehensive maintenance approach for the District.</p> <ul style="list-style-type: none"> • Preventative Maintenance is performed in regularly scheduled intervals to avoid unwanted downtime • We hold more ASE certifications than any other company • Regular safety training and inspections • Lean Shop practices are employed in all our shops to ensure compliance measures are met and strive for continuous improvement. <p>Technology: Our students and their families can count on our company to keep buses safe. We understand that operating a well-maintained fleet means a protected and dependable ride for your students. While maintenance repairs are inevitable, we have developed innovative programs that ensure the safety of our vehicles and emphasize efficiency in managing repair costs.</p> <p>See question 43 and 48 for more details on how our technology assist our shop technicians maintain your fleet to minimize disruptions and downtime.</p> <p>Training: Our company provides unmatched technician training that leads to higher quality repairs for your District's fleet. Our training was developed to ensure that your district encounters minimal maintenance issues and disruptions. All technicians receive Maintenance Safety Orientation Training on a variety of areas. Technicians are not released to work in the shop unless they pass all tests. Technicians are regularly trained and assessed to ensure quality care for your fleet.</p> <p>See question 42 for more information about our training methodology.</p> <p>Electrification: Our company is the largest operator of electric school buses in North America. We are the only school transportation provider to be recognized by the Biden administration for our electrification efforts. Our company prepares our internal maintenance team, as well as trains local emergency response personnel, including EMTs, fire, police and pertinent emergency personnel. There are special requirements for emergency response as it pertains to high-voltage infrastructure embedded internally in a battery/electric bus.</p>
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48	Describe technology and software applications used for record keeping and reporting; additionally, identify the ability to integrate with participating entity technology or software applications, as applicable.	<p>Computerized Fleet Maintenance Our students and their families can count on us to keep buses safe. We understand that operating a well-maintained fleet means a protected and dependable ride for your students. While maintenance repairs are inevitable, we have developed innovative programs that ensure the safety of our vehicles and emphasize efficiency in managing repair costs.</p> <p>In-House Vehicle Diagnostic Equipment Our maintenance shops are outfitted with Noregon JPRO diagnostic systems and have access to OEM software to identify the root cause of defects quickly and cost efficiently. External repairs (outside of manufacturer required repairs, tooling and diagnostic equipment repairs and those that require specialized skillset/training) are kept to a minimum.</p> <p>HxGN Enterprise Asset Management (EAM) System All maintenance shops are now operating on HxGN Enterprise Asset Management (EAM) in order to alleviate the paper-based work order process. HxGN allows for greater service efficiency, data quality control and team communication, and it raises productivity by automating elements of maintenance work processes. Our technicians use Wi-Fi enabled tablets pre-loaded with all required forms, work orders and detailed task assignments.</p> <p>EAM Benefits to Work Process Efficiency Faster Response Time to Electronic Vehicle Inspection Reports Electronic inspection results are available from each vehicle and can be viewed on the tablet by the Shop Manager or Technician-in-Charge for review and technician assignment.</p> <p>Activities and Materials The activities screen displays needed repairs or inspection actions as well as a materials list, which automatically associates the parts with an activity task plan.</p> <p>Asset Based Checklists Electronic checklists are linked to each PM repair activity line and follow-ups can be tracked and automatically moved to a new work order.</p> <p>Task Associated Instructions Technicians can instantly review repair instructions, campaign descriptions, PM standard operating procedures and safety documents.</p> <p>Bus Manuals and Equipment History OEM bus manuals and equipment history are available to technician's tablet and can be viewed directly from a work order with one click.</p> <p>Real-Time Visibility to Downed Lists Downed bus information is quickly and easily accessible, eliminating the need for paper-based communication.</p> <p>Customizable Home Screens The manager's dashboard can be customized to reporting needs or priorities.</p> <p>Purchase Order Approvals Purchase order requests can be viewed and approved through tablet device, enabling our Shop Manager to be more mobile and visible on the shop floor.</p>
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Table 9: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
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49	Describe any performance standards or guarantees that apply to your services	<p>Performance standards define the level of performance or quality that is expected from the service provider in terms of outcomes, results, or specific metrics. Performance standards typically focus on the end result, or the overall effectiveness of the service provided. Performance standards are often measured quantitatively or qualitatively against predetermined benchmarks or targets.</p> <p>For full-service bus maintenance, our corporate safety team and our Area Safety Managers provide additional expertise in operations and safety management in the following areas:</p> <ul style="list-style-type: none"> • OSHA standards and compliance • DOT and EPA standards and compliance • Drug and alcohol testing • Claims administration and management <p>Our company's performance standards are in place to ensure that we consistently deliver high-quality service and meet the expectations of the district.</p> <p>Our Shop Maintenance Managers are expected to report on a wide range of operating and planning performance indicators. The indicators cover the entire range of operational disciplines including accounting, safety, vehicle maintenance, contract performance, recruiting and retention and budget compliance. Regular reports include daily bus reports, excess idling report/speed/pre-trip, driver status reports, weekly preventive maintenance compliance reports and mileage reports. Our company will work with the District to determine what type of document(s) are required and at what interval.</p> <p>The Center for Automotive Service Excellence (ASE) is highly respected in the automotive service industry because of the high standard they require certification holders to achieve and maintain. Repair shops are awarded the ASE Blue Seal recognition if the repair shop has at least 75% of technicians who are ASE certified. We are proud to share that our company has 101 Blue Seal shops – more than any other company in the industry. More than half of our technicians hold one or multiple ASE certifications from a series of more than 40 tests measuring the skill level of technicians in vehicle repair and maintenance. Tests are grouped into specialties like automotive (front-end alignment, brakes, air conditioning, etc.), heavy equipment and alternate fuel vehicles. Our company pays for study guides, training and tests for technicians completing ASE certifications. Additionally, we pay an hourly premium for every test they pass.</p> <p>Benefits of ASE to District</p> <ul style="list-style-type: none"> • Ensures district has fully trained technicians that are up to date on the industry's technology and diagnostics tools. • Increases repair accuracy, which results in reduced downtime. • Enhances skillset, which means you have expert mechanics working on your school buses. <p>Lean Shop Practices</p> <p>We provide guidance for maintenance shops to raise their level of shop performance through Lean practices. These practices aim to reduce supplementary outside repairs, parts supply waste, unscheduled work and maintenance overtime for the district while also developing a high-performance culture, proper organization of tools and parts, clear goals and performance measurements and a safe working environment.</p> <p>Lean Shop Program</p> <p>The Lean Shop program was developed to help teams work and succeed along the path toward continuous improvement. The metrics used for Lean are stringent, and each milestone is set to make a pronounced improvement in workflow efficiency and shop performance.</p> <p>Some of the KPIs by which we measure our lean shops include:</p> <ul style="list-style-type: none"> • Preventive maintenance compliance • Outside shop service • Towing incidents • Maintenance overtime • Inventory turnover • Audits by the region maintenance manager • Shop ability measured by training completion and success • Scheduled vs. unscheduled maintenance work <p>To reward our maintenance teams for their dedication to safety and commitment to the highest standards, we evaluate each shop annually and award them with Bronze, Silver or Gold Wrench Awards. Technicians earn a monetary bonus if they help lead their shop to becoming a Gold Wrench shop. 95% of our shops are classified as Lean: 47% Gold, 24% Silver and 24% Bronze.</p>
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50	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>Service standards outline the specific processes, procedures, and behaviors that service providers must follow to deliver the service effectively and meet customer expectations. Service standards focus on the methods, practices, and interactions involved in delivering the service rather than the outcomes alone. Service standards may be evaluated based on adherence to established procedures, compliance with protocols, and consistency in service delivery.</p> <p>Preventive Maintenance - Interval-Based Scheduling</p> <p>A well-maintained vehicle is the first line of defense in transporting children safely. Our industry-leading preventive maintenance (PM) practices are designed to optimize each piece of equipment's service interval. We base scheduling on usage profile, manufacturer's recommendations, timing of regulatory agency inspections and proven best practices. Additionally, we take into consideration the specific skills and expertise found within our local maintenance team.</p> <p>During all standard PM inspections, our technicians review seven inspection categories:</p> <ol style="list-style-type: none"> 1. Preparation and Drive (in-lot) Inspection 2. Interior Circle Inspection 3. Exterior Circle Inspection 4. Engine Compartment Inspection 5. Under Vehicle Inspection 6. Alternative Fuels Inspection 7. Air System Inspection <p>After these inspections, technicians will determine any adjustments and lubrications necessary for each equipment class as well as any issues that require additional attention for follow-up repair.</p> <p>Preventative Maintenance Inspection Schedule</p> <p>Every 3 Months: Includes all 100+ points of inspection in standard PM inspection, plus an additional 150 points of inspection including: Tires/wheels, air system, under vehicle, air conditioning, lubrication and oil change, bus interior and exterior, indicator lights/systems, add-on technology, safety equipment.</p> <p>Every 6 Months: Includes all points of inspection in 3-month plan, plus: Fuel Filter replacement.</p> <p>Every 12 Months: Includes all 150 points of inspection covered in 3 and 6 months, plus an additional 15 points of inspection including: Engine oil sample, freeze protection level, external transmission filter, auto transmission cable, wheel bearings, HVAC systems, Heater systems.</p> <p>Every 24 months: Includes all inspection points covered in 3-, 5- and 12-month inspection, plus an additional 3 points of inspection: Automatic transmission fluid, power steering fluid, coolant fluid.</p> <p>Correcting Defects in a Logical Order</p> <p>During the preventive maintenance inspection, all identified defects are entered into our maintenance program. Any critical safety items are repaired at the time of inspection with no exceptions.</p> <p>A purchase order (PO) is typically created for noncritical items that have not been repaired due to component availability. This PO generates a work order tied to the bus number, and it will stay open until the defect has been repaired. Our corporate purchase agreements (CPAs) and local vendor relationships enable our teams to receive parts within five to seven days.</p> <p>In the maintenance shops, whiteboard visuals are used as a management system for what our technicians need to be working or focusing on next as they go throughout their day.</p> <p>Claims Procedure: Any work not completed to the customer's satisfaction, should be submitted in writing to the shop manager for claim resolution.</p> <p>For information about how our technology aids in automation and quality control, see Table 8, question 48.</p> <p>The Preventative Maintenance KPI's are listed under Q49, performance standards.</p>
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Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
51	Describe your payment terms and accepted payment methods.	Our standard Payment terms are net 30 as outlined in the General Terms and Conditions (see uploaded/attached General Terms and Conditions).
52	Describe any leasing or financing options available for use by educational or governmental entities.	We offer vehicle leasing when and if it is complementary and inclusive to our Preventative Maintenance Services.
53	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have developed a proven process to describe our engagements, beginning with a formal Proposal, associated Statement of Work, General Terms and Conditions. (See an example of these documents uploaded/attached as requested).
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do not offer P-card procurement for our service offerings.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	The maintenance pricing model is based on parts, replacement fluids and labor. We have provided an all-inclusive cost based on a national labor rate (US and Canada). Cost adjustments will be negotiated with the school district based on the geographic location and volume commitments. Given the newness of the electric school buses in the market and existing warranties, all preventative maintenance is performed on a 3-month schedule.
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	N/A
57	Describe any quantity or volume discounts or rebate programs that you offer.	A commitment to maintain school buses on an annual basis would result in a discounted rate.
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Pick-up and delivery of school bus to be negotiated with customer.
60	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are no freight, delivery or shipping costs that apply to the consulting services proposed by our company.
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are no freight, delivery or shipping costs that apply to the consulting services proposed by our company.
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
63	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Each contract awarded will be validated against the Sourcewell master contract. All districts using the Sourcewell master contract will be provided to Sourcewell. Each customer participating in Sourcewell contract will be entered in Salesforce (CRM tool) and identified as a Sourcewell contract. As the scope of work is completed, an invoice will be generated in compliance with the proposed pricing in Table 11 and 12. Quarterly we will pull the customer list and validate invoice amounts through Accounts Receivables. The proposed fee of 1.5% will be calculated and payment made to Sourcewell. In addition, a spreadsheet will be maintained to track the overall revenue and fees paid.
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We will measure the success of our Sourcewell offering by tracking: <ul style="list-style-type: none"> • Number of Consulting engagements completed with Sourcewell participants • Annual revenue generated by Sourcewell engagements • Profit margin generated by engagements • Generate review Sourcewell related activity monthly Regular reporting will be reviewed and presented to First Student's management to ensure we are utilizing our cooperative purchasing tool to it's full extent. Sourcewell will be added as a line item on the agenda of our established bi-weekly operations meeting and reviewed by geographical area using reports generated through Salesforce.com to track how many customers are using a Sourcewell contract and the number of trips they are running. Based on our experience selling cooperative purchasing contracts, we know how valuable Sourcewell's internal business development team can be and plan to set a regular cadence of meetings between our respective regions. This will ensure we are making coordinated efforts when approaching potential new members and customers and preemptively address areas where we are not producing as expected.
66	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	The administrative fee referenced in this Section shall be calculated as a percentage of Net Sales (defined below) as follows: Unless otherwise mutually agreed to in writing by Sourcewell and First Consulting, and except as stated below, First Consulting will pay Sourcewell an administrative fee of one and half percent (1.5%) of the Members' aggregate Net Sales during each calendar quarter, which have been timely paid, to be paid within forty five (45) days after the end of each calendar quarter. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Net Sales. Net Sales will be defined as the gross sales price of the applicable products sold pursuant to this Contract, less shipping costs (including freight charges and insurance), taxes, duties, any rebates actually paid, discounts and allowances actually taken, rejections and returns to the extent credit is given or paid. Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
67	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>Our service offerings include on-demand maintenance for yellow school bus and white fleet vehicles.</p> <p>Preventive Maintenance - Interval-Based Scheduling A well-maintained vehicle is the first line of defense in protecting our precious future. Our industry-leading preventive maintenance (PM) practices are designed to optimize each piece of equipment's service interval. We base scheduling on usage profile, manufacturer's recommendations, timing of regulatory agency inspections and proven best practices. Additionally, we take into consideration the specific skills and expertise found within our local maintenance team.</p> <p>During all standard PM inspections, our technicians review seven inspection categories:</p> <ol style="list-style-type: none"> 1. Preparation and Drive (in-lot) Inspection 2. Interior Circle Inspection 3. Exterior Circle Inspection 4. Engine Compartment Inspection 5. Under Vehicle Inspection 6. Alternative Fuels Inspection 7. Air System Inspection <p>After these inspections, technicians will determine any adjustments and lubrications necessary for each equipment class as well as any issues that require additional attention for follow-up repair.</p> <p>Preventative Maintenance Inspection Schedule Every 3 Months: Includes all 100+ points of inspection in standard PM inspection, plus an additional 150 points of inspection including: Tires/wheels, air system, under vehicle, air conditioning, lubrication and oil change, bus interior and exterior, indicator lights/systems, add-on technology, safety equipment. Every 6 Months: Includes all points of inspection in 3-month plan, plus: Fuel Filter replacement. Every 12 Months: Includes all 150 points of inspection covered in 3 and 6 months, plus an additional 15 points of inspection including: Engine oil sample, freeze protection level, external transmission filter, auto transmission cable, wheel bearings, HVAC systems, Heater systems. Every 24 months: Includes all inspection points covered in 3-, 5- and 12-month inspection, plus an additional 3 points of inspection: Automatic transmission fluid, power steering fluid, coolant fluid.</p> <p>Correcting Defects in a Logical Order During the preventive maintenance inspection, all identified defects are entered into our maintenance program. Any critical safety items are repaired at the time of inspection with no exceptions.</p> <p>A purchase order (PO) is typically created for noncritical items that have not been repaired due to component availability. This PO generates a work order tied to the bus number, and it will stay open until the defect has been repaired. Our corporate purchase agreements (CPAs) and local vendor relationships enable our teams to receive parts within five to seven days.</p> <p>In the maintenance shops, whiteboard visuals are used as a management system for what our technicians need to be working or focusing on next as they go throughout their day.</p> <p>Technical Assistance Center (TAC) Help Desk The TAC Help Desk is designed to improve the diagnostic process and reduce vehicle downtime. The Technician reaches a point where assistance is required and submits a work order through our TAC tablet. An email notification is sent to the Maintenance Supervisor or Technician-in-Charge, and the centralized TAC Supervisor. The TAC Supervisor contacts the Technician and begins assisting with the repair. The TAC Supervisor can remotely access the maintenance record history to review previous repair information. This allows the Technician and the TAC Supervisor to address the problem together and determine a diagnosis and plan of action. The TAC Supervisor can also remotely access the Technician's diagnostic laptop to assist with diagnostics/programming in real time.</p> <p>Help Desk Highlights Reduction in Cost Using experts to share experience solves issues more quickly and efficiently. Easily Accessible ASE expert opinions ensure issues can be resolved in record time. Database of Resolutions The Help Desk database helps identify improved training opportunities, manufacturer defects or reoccurring issues to share with OEMs to improve future school bus design. Predictive Analytics Predictive analytics keeps maintenance costs, downtime and road failures to a minimum. Ultimately, these measures help us all reach the most important goal: keeping our students safe.</p>

		<ul style="list-style-type: none"> • Every maintenance shop is using fault-code centered predictive analytics to identify and solve problems two to four weeks before failures occur. • This system uses data pulled from buses in your fleet to identify problems related to exhaust, cooling and ABS break failures. • Once potential issues are identified, the system creates a work order for the "at risk" items, unique to each bus, which are then pushed to our technicians for scheduling, review and repair before there is an opportunity for failure to be experienced on the road.
68	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A
69	Describe available options for customization of the equipment and products offered in your proposal and any related order processes.	Our company offers a customizable approach for school bus maintenance knowing each district has its own specific challenges. We tailor our products and services to meet the needs of each individual school district.
70	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	N/A
71	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable Federal and state requirements.	Understanding the importance of fleet safety and reliability, we adhere to all Federal and State guidelines as part of our comprehensive maintenance approach. Compliance with maintenance regulations not only ensures the safety of passengers but also helps extend the life of the vehicles and minimize downtime due to unexpected issues. We perform regular inspections and maintenance schedules, including daily pre-trip and post-trip inspections, periodic inspections and maintenance records keeping.
72	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	The Red Seal Program establishes common skills standards across the municipal government, provinces and territories. All our shop staff are either Journeymen technicians or apprentice technicians through the Red Seal Program. Our Journeymen technicians have completed their 4-year apprenticeship terms for the truck and transport program, including a minimum of 1,500 hours of on-the-job training and eight (8) weeks of yearly technical training. They have obtained their Red Seal Endorsement (RSE) in the heavy equipment technician—heavy duty equipment mechanic (off-road) and the heavy equipment technician—truck and transport mechanic programs. Apprentice technicians support our Red Seal-certified shop staff as they advance through the Red Seal training programs to receive their Journeyman certificate. We perform regular inspections and maintenance schedules, including daily pre-trip inspections, periodic inspections and maintenance records keeping.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if your proposal offers the listed types of equipment, products, and services. Provide an additional explanation in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
73	Preventative maintenance Services	<input checked="" type="radio"/> Yes <input type="radio"/> No	
74	Car Wash and Detailing Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Towing dispatch and Impound Lot Management with related Auction Services	<input type="radio"/> Yes <input checked="" type="radio"/> No	
76	Shop fluid disposal and recycling services	<input checked="" type="radio"/> Yes <input type="radio"/> No	Included with the Preventative Maintenance Services. Not provided as a stand-alone service.

Table 14C: Depth and Breadth of Offered Equipment Products and Services - Complementary/Incidental Offering

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered*	Comments
77	Parts, supplies, and accessories complementary or incidental to the services described in Line Items , 73 - 76 in Table 14B above	r. Yes No	Parts, fluid and labor are included in the price of the preventative maintenance services.
78	Services, software, maintenance, and support complementary or incidental to the offering of the solutions described in Line Items 73 - 76 in Table 14B above.	• Yes • No	These are included in the price of the preventative maintenance services.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
 - [Pricing](#) - Sourcewell Price Page PM.pdf- Tuesday March 12, 2024 15:11:10
 - [Financial Strength and Stability](#) - Financial Strength and Stability.zip - Friday March 08, 2024 14:27:59
 - Marketing Plan/Samples (optional)
 - WMBE/MBE/SBE or Related Certificates (optional)
 - [Warranty Information](#) - First Consulting General Terms and Conditions Template.pdf - Friday March 08, 2024 13:48:47
 - [Standard Transaction Document Samples](#) - Standard Transaction Documents.zip - Friday March 08, 2024 14:27:26
 - [Requested Exceptions](#) - Contract_Template_Garage_Fleet_Services_requested suggestions.docx - Thursday March 07, 2024 15:10:19
 - [Upload Additional Document](#)-Additional documents.zip - Tuesday March 12, 2024 12:37:14

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Leslie Norgren, VP Consulting, First Consulting, First Student, Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum 8 Garage and Fleet Services RFP 031224 Mon March 4 2024 04:06 PM	<input checked="" type="checkbox"/>	1
Addendum 7 Garage and Fleet Services RFP 031224 Thu February 15 2024 02:34 PM	<input checked="" type="checkbox"/>	2
Addendum 6 Garage and Fleet Services RFP031224 Tue February 13 2024 02:59 PM	<input checked="" type="checkbox"/>	1
Addendum 5 Garage and Fleet Services RFP 031224 Mon February 12 2024 03:39 PM	<input checked="" type="checkbox"/>	1
Addendum 4 Garage and Fleet Services RFP 031224 Tue February 6 2024 03:03 PM	<input checked="" type="checkbox"/>	1
Addendum 3 Garage and Fleet Services RFP 031224 Thu January 25 2024 03:20 PM	<input checked="" type="checkbox"/>	2
Addendum 2 Garage and Fleet Services RFP 031224 Wed January 24 2024 03:19 PM	<input checked="" type="checkbox"/>	1
Addendum 1 Garage and Fleet Services RFP 031224 Tue January 23 2024 02:52 PM	<input checked="" type="checkbox"/>	1