



Solicitation Number: RFP #062723

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 St., 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 Alternative Student and Client Transportation Solutions 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 August 8, 2027, 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 Sourcwell 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 Sourcwell 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.** Supplier and Participating Entity are responsible for complying with all laws and regulations in the jurisdiction(s) where service is provided. 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 as necessary to achieve the objective of this contract. 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 Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

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

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell 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 Sourcewell 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;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell 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 Sourcewell, the Supplier will pay an administrative fee to Sourcewell 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, non-owned, and livery 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:

\$1,500,000 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. *Sexual Abuse and Molestation Insurance*. During the term of this Contract, Supplier will maintain insurance to provide protection for claims of sexual abuse made against a policyholder and a policyholder's employees.

Minimum Limits:

\$1,000,000 per occurrence

\$2,000,000 – 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 Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell 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 Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell 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
C0FD2A139D06489...
By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
8/3/2023 | 9:34 PM CDT
Date: _____

DocuSigned by:
Gregg Prettyman
6758D632EA1D420...
By: _____
Gregg Prettyman
Title: VP Alternative Transportation
8/4/2023 | 10:54 AM CDT
Date: _____

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...
By: _____
Chad Coauette
Title: Executive Director/CEO
8/4/2023 | 11:23 AM CDT
Date: _____

RFP 062723 - Alternative Student and Client Transportation Solutions

Vendor Details

Company Name: First Student, Inc.
Address: 191 Rosa Parks Street
Cincinnati, OH 45202
Contact: Gregg Prettyman
Email: gregg.prettyman@firstgroup.com
Phone: 760-405-7171
HST#: 59-2364035

Submission Details

Created On: Friday May 12, 2023 05:58:47
Submitted On: Tuesday June 27, 2023 10:06:06
Submitted By: Kristina Mead
Email: kristina.mead@firstgroup.com
Transaction #: b8301d99-ac5f-4edb-915e-004fd6c2933a
Submitter's IP Address: 165.225.217.38

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell 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.	N/A
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):	SAM Unique Entity ID (UEI): ZGZ1DCN4KJS3
5	Proposer Physical Address:	191 Rosa Parks St. Cincinnati, OH 45202
6	Proposer website address (or addresses):	https://firststudentinc.com/ https://firststudentinc.com/our-services/firstalt/
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):	Gregg Prettyman VP, Alternative Transportation 2103 S. El Camino Real, Suite 104B, Oceanside, CA 92054 gregg.prettyman@firstgroup.com 760.405.7171
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Gregg Prettyman VP, Alternative Transportation 2103 S. El Camino Real, Suite 104B, Oceanside, CA 92054 gregg.prettyman@firstgroup.com 760.405.7171
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 *
-----------	----------	------------

10	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>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 expanded it's services by developing new divisions of business and acquiring several companies with dedicated people and resources who have helped to broaden our reach and hone our trade, creating a curated powerhouse focused on the safety of students. Today, we follow Patchett's example by using our resources to create transportation solutions for communities big and small, putting students first and listening to our District partners as we continue to raise the bar. Across North America, more school districts choose First Student over any other provider for their student transportation needs. At First Student, satisfying customers begins with our commitment to high standards of excellence. We are continuously learning and proactively applying best practices. Driven by our vision and values, we are a customer-centric organization with an unwavering commitment to the communities we serve. We will work with our clients throughout our partnership to support and uphold your fundamental mission.</p> <p>Mission Statement: Provide unmatched care and the safest ride to school, so when students arrive, they start and end their day with an exceptional experience and are ready to achieve their full potential.</p> <p>Values: focus on safety, care for our students, surpass customer expectations, foster teamwork, and set the highest standards.</p>
11	What are your company's expectations in the event of an award?	<p>First Student has extensive experience selling cooperative agreements directly to school districts and are confident 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. First Student is aware of, and in communication with, several school district who we know are already utilizing Sourcewell contracts and believe we would be able to quickly sign new contracts to utilize in the coming school year. First Student also has a large presence at trade shows across North America with ample opportunity to educate non-members on the benefits of partnering with Sourcewell. Our expectation in the event of an award would be for the First Student and Sourcewell leadership and marketing teams to come together to strategically outline the framework of our mutually beneficial partnership that will continue to grow year over year. From there, we are ready to launch multiple marketing campaigns that include both internal and external press releases, social media posts, publishing a custom landing page on our website, and targeted email blasts to both Sourcewell members and First Student clients and prospects.</p>
12	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>To demonstrate our financial strength and stability, we have attached our 2022 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. As the largest and most-chosen student transportation provider, First Student is a proven solution. We have more experience than any other provider. Unlike new startups, 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 vehicles and bring life to their classrooms. The wellbeing and potential of the children we transport has always been the pulse of our business. While our district customers continuously recognize our dedication and care, they recently rated our service with an impressive 9.1 out of 10 for caring for the students we serve (School Year 2021/2022 District Survey) 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	What is your US market share for the solutions that you are proposing?	<p>First Student currently works 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. In regards to alternative transportation specifically, we are providing services in 10 states and rapidly growing. Using our existing relationships with our customers, we have the potential to contract for their alternative transportation needs using Sourcewell's cooperative agreement as well as expanding into new regions with new potential customers.</p>

14	What is your Canadian market share for the solutions that you are proposing?	First Student currently works with close to 200 districts across five provinces with plans to expand our alternative transportation services within the next 12 months.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	First Student, Inc. was formerly a wholly-owned subsidiary of FirstGroup plc, incorporated in the United Kingdom. FirstGroup purchased Laidlaw International, the parent company of Laidlaw Transit, Inc, and whose predecessor company, Laidlaw, Inc., filed for Chapter 11 reorganization on June 28, 2001. On February 27, 2003 the US Bankruptcy Court entered an order confirming the Third Amended Joint Plan of Reorganization (the "Plan"). On June 23, 2003, the restructuring was completed when the Plan became effective.	*
16	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?	Our company is best described as a service provider; more specifically, we are a provider of student transportation services. 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. Our sales force oversees the contract from start to finish, including onboarding new customers, gathering data from clients, vetting drivers, and calling guardians. Our team is involved every step of the way. Students are transported using locally established and professional subcontracted transportation service providers, all of whom are fully vetted and cleared by First Student's rigorous standards as well as all federal, state, local, and district requirements.	*
17	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.	First Student is licensed to conduct business in 40 states as well as five provinces in Canada, with the ability to expand into additional states as needed. In addition to meeting all state requirements, First Student ensures that before performing services for any clients, our transportation partners meet all county, local, and district/client requirements as well. A list of federal, state, and city business licensing information can be provided upon request. While there are no required certifications for First Student to hold, the majority of our transportation partners are minority or woman owned businesses.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	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.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	First Student is the only school transportation company recognized as a leader in safety by the prestigious Campbell Institute and to have been awarded the National Safety Council (NSC) Green Cross for Safety medal.	*
20	What percentage of your sales are to the governmental sector in the past three years	N/A	*
21	What percentage of your sales are to the education sector in the past three years	Our current target market are K-12 school districts which deliver 100% of our sales. We are open to serving additional markets via the Sourcewell 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 awarded an Equalis Group cooperative purchasing contract which had an effective date of June 1st, 2023. We do not have any sales figures at this time as this was recently awarded.	*
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 to whom you have provided equipment, products, or services similar to the solutions sought in this RFP and who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Fresno Unified School District	Ramiro Salas, Special Education	559.457.3104	*
Riverside Unified School District	Ms. Shawn Owen, Transportation	951.788.7496 ext. 84001	*
Lower Moreland Township School District	Mark McGuin, Business Manager	215.938.0272	*

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) to whom you have provided equipment, products, or services similar to the solutions sought in this RFP, 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	Pennsylvania - PA	Home-to-school, busing, vans, and alternative student transportation services.	Buses: 13,000 trips/annually Alternative: 24,000 trips/annually	\$21 million	*
Confidential	Education	Pennsylvania - PA	Home-to-school, busing, vans, and alternative student transportation services.	Buses: 10,000 trips/annually Alternative: 4,000 trips/annually	\$12.6 million	*
Confidential	Education	California - CA	Home-to-school, busing, and alternative student transportation services.	Buses: 60,000 trips/annually Alternative: 12,000 trips/annually	\$27 million	*
Confidential	Education	California - CA	Home-to-school, busing, and alternative student transportation services.	Buses: 81,000 trips/annually Alternative: 2,700 trips/annually	\$57 million	*
Confidential	Education	Illinois - IL	Home-to-school, busing, and alternative student transportation services.	Buses: 47,800 trips/annually Alternative: 4,000 trips/annually	\$17.25 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell 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>First Student has extensive experience selling cooperative agreements directly to school districts and has no doubt that we can help districts see the benefit of using a fully vetted, competitively bid cooperative agreement to save them not only on their alternative transportation needs, but time, money, and resources on their procurement process. With operations running in 40 U.S. states and over 500 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 Sourcwell 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.</p> <p>First Student understands that partnering with Sourcwell'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 Sourcwell 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.	First Student has 500+ locations in 40 states, servicing 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 500 locations uniquely positions us to utilize the Sourcewell contract to quickly onboard additional clients via our Sourcewell partnership.	*
28	Service force.	While we consider the school districts we contract with to be our partners, we also recognize that our subcontracted transportation providers are just as equally our partners. Our transportation partners are vital to our success and a big part of what makes us who we are, which is why First Student supports these small businesses, including covering 100% of their insurance costs while they are servicing our contracted trips. By using local small businesses to provide services, revenue produced by the contracts will largely remain within the community being served. Additional benefits include being able to quickly expand and contract fleet size based on the client's needs as well as no minimum trip volume.	*
29	Describe your ability to effectively establish an alternative student and client transportation program in a new service area.	First Student is the largest provider of student transportation services in North America and currently services clients in 40 states, giving us an advantage when it comes to establishing services in new service areas. Unlike new start ups, First Student has a large presence across the education industry and is widely recognized by districts across all areas of North America. Our reputation along with our established relationships with districts and transportation partners alike enable us to start services in new service areas with ease.	
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each of our district partners will have dedicated First Student staff assigned to their district to oversee the ordering process from start to finish. After signing a contract with First Student, a client specific custom email address and phone number are provided in order to expedite communication. Account Guardians will then provide a form for the client to fill out with all pertinent student information. Once that form is submitted to us via the custom email address, the team review all data, request updates and clarifications (if needed), and begin routing the student(s). Once a route has been established, it will be sent back to the district with the proposed route, mileage, and total amount, for approval. Once approved, our District Manager and team will match the route with the correct vehicle type needed to service the student(s); for example, if the student requires any special equipment like a wheelchair and will therefore require a special vehicle. Next, First Student contacts the parents/guardians to confirm all information provided by the district (address, equipment needs, special requirements such as sitting on the left side of the vehicle only) and provide transportation information such as pick-up and drop-off times, driver name, vehicle make and model, as well as answer any questions they may have and educate them on our transportation model. In the event of a permanent change, such as equipment needs or address updates, First Student will always direct parents/guardians to instead contact the district who can then provide the update to us.	*
31	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. We are a customer-centric organization with an unwavering commitment to our students, districts, and the communities we serve. Achieving the highest standards throughout your district member's student transportation system is our shared goal. Strong partnerships are built on a foundation of open, honest communication. Our best practices are designed to keep our customers informed and consistently gather feedback. This combination 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>Customer service inquiries receive responses within 24 hours upon receipt of the request. 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 and contain costs.</p> <p>A District Manager and Account Guardian will be assigned as the primary points of contact for each of our district partners and additional supporting team members will be provided where necessary to facilitate effective account management. District partners will be provided with a custom phone number and email address to be connected quickly and efficiently with all members overseeing their account. All progress for open customer service cases are tracked through our customer service platform, ZenDesk. This ensures our team is working together to solve any issues that arise and customers receive the high standard of service that First Student delivers to all our customers.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	First Student has over 500 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.	*

33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	First Student currently provides services to nearly 200 school districts in five provinces in Canada with plans to expand our alternative transportation division into the country within the next 12 months.	*
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no service area limitations; First Student is capable of servicing districts in all 50 states and Canada.	*
35	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 have no limitations with regards to servicing participating sourcewell entities.	*
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	First Student does not have any contract requirements or restrictions that would apply to Sourcewell's participating entities in Hawaii, Alaska, and US Territories. We have existing contracts in the state of Alaska.	*

Table 7: Marketing Plan

Line Item	Question	Response *
-----------	----------	------------

37	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>First Student's alternative transportation team is exceptionally experienced in marketing and utilizing cooperative purchasing agreements and is confident we can help districts see the benefit of using a fully vetted, competitively bid cooperative agreement to save them not only on their alternative transportation needs, but time, money, and resources on their procurement process. Based on our experience working with cooperative purchasing agencies, we understand that working closely with Sourcewell and receiving additional training for our sales team will ensure we establish a strong, successful partnership.</p> <p>First Student's marketing strategy will be approached as follows:</p> <ul style="list-style-type: none"> • Landing Page: First Student will create a contract landing page upon award. This site will hold all of the latest contract information, products, and a link back to Sourcewell's landing page. We will also collaborate with the Sourcewell marketing team to create an email awareness campaign to explain how First Student and Sourcewell will make the transition seamless for the Equalis membership. • Customer Facing Collateral: First Student's marketing team will create and deliver collateral explaining the Sourcewell agreement which will be staged on First Student's Sourcewell landing page and physically printed for distribution at meetings, conferences, seminars, and any other events where marketing potential exists. Collateral will communicate the benefits of purchasing through the agreement from First Student as well as showcase products, services, and solutions offered to customers. First Student will have collateral ready to be distributed upon announcement of award and will continue to educate non-member prospects about the benefits of cooperative purchasing and help them through the Sourcewell member onboarding process. • Sale Enablement: First Student 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. • Customer Newsletter: First Student sends a quarterly newsletter to thousands of customers and tens of thousands of prospects. Upon award, First Student and Sourcewell will be featured heavily and will have a spotlight every quarter moving forward. • Corporate Communications: Upon award, a press release will be sent out via PR newswire. This new agreement between First Student and Sourcewell will be shared on the First Student Newsroom as well as on social media and will be shared by colleagues. After award and initial introductory meeting between First Student and Sourcewell, the agreement will be shared the first Thursday in our FirstNews newsletter that circulates to all internal employees. • Co-Marketing Opportunities: First Student will gladly participate in any co-branding and co-marketing opportunities with Sourcewell. The marketing team currently co-markets with other vendors successfully. • Social and Paid Media: First Student will use social and paid media to reach current Sourcewell members as well as potential members. • Executive Sponsorship. Our First Student management team will conduct quarterly business reviews with Sourcewell's executive leadership team. 	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Our company will use social and paid media to reach Sourcewell customers and potential customers in the U.S. First Student has 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>	*

39	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>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>1. Communication - We know that following the award of the contract, Sourcewell will announce to all 55,000+ members located in the United States and Canada the information about the new contract and vendor. 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 promptly assist and provide the needed material to Sourcewell for this site. Also, as part of our marketing program we want to work with Sourcewell to include our company in the former's awareness campaigns at national and regional trade show events. Sourcewell's role in promoting our company would consist of providing content for a cobranded landing page and one-pager for the Sourcewell website as well as to add to 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. Additionally, our company sends a quarterly newsletter to thousands of customers and tens of thousands of prospects. Upon award, Sourcewell will be featured heavily and will continue to have a spotlight every quarter moving forward.</p> <p>2. Training - Sourcewell has a dedicated training to inaugurate new vendors into the program. First Student looks forward to attending those sessions and commits to working with Sourcewell to get our contract details on your site quickly. Our team will be eager students to learn how best to market to your members and will begin selling the contract very quickly after award. Our company will integrate the Sourcewell contract into our sales process through the following:</p> <ul style="list-style-type: none"> • Sales Enablement: Our company will have a dedicated, experienced account manager for all Sourcewell members. Our account manager has previous experience working with cooperatives and will train our sales and operations teams on the Sourcewell agreement, and our marketing team will provide sales enablement tools as updates and/or changes with the Sourcewell program arise. • Internal Trainings: Multiple touch points to promptly educate the team of all new information and changes to all systems available to clients. Internal training will include, but is not limited to, the following: • Live Training Sessions: live sessions with an Account Specialist providing detailed training followed by a Q & A. • Pre-Recorded Webinars: pre-recorded sessions/videos that can be accessed on demand for customers to view at their convenience. • Continuous Training Sessions: Technical trainings offered by Account Specialists, including 'refresher' trainings 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 the First Student/Sourcewell landing page. <p>3. Mentorship - Sourcewell's revenue has increased more than 10-fold during the past decade. We want to learn from you strategies to increase our success in these markets through the Sourcewell program. We look forward to working with you.</p>
40	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.	N/A. Because we provide transportation services, e-procurement ordering is not applicable.

Table 8: Value-Added Attributes

Line Item	Question	Response *
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our pricing includes the following additional services: routing, real-time monitoring of every trip, continuous optimization of trips, a minimum of three dedicated full-time employees to assist with routing, trip monitoring, and field operations, as well as robust reporting tools and quarterly customer meetings to analyze budget numbers. Bilingual services are always available to our district partners and student guardians.
42	Describe any technological advances that your proposed products or services offer.	<p>Having previously spent 12 years developing software for the alternative student transportation space, we have utilized that experience to create the first software tools ever designed specifically for alternative student transportation. These tools include:</p> <p>1. Driver App Our custom designed Driver App is designed specifically for alternative student</p>

transportation drivers. It enables drivers to begin their driving journey in a few steps. Driver App is used by drivers to onboard and manage their vetting process. Once fully compliant, a driver will use the driver app to service and manage their day-to-day trips. Drivers will also use their device to receive information throughout the course of the day regarding their trip. The Driver App has five key areas of functionality: trip acceptance, trip tracking, schedule view, driver data management and messaging. Each of these areas within the app simplifies the drivers' interactions with the First Student team while providing access to everything they need to be successful. All drivers must have access to an Android or IOS smartphone and install the app to ensure that all trips are properly tracked.

- Onboard

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

- Service

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

2. Provider Portal

Provider Portal is used by transportation providers to onboard, invite drivers, manage their fleet and manage their trips. The transportation provider is invited to have access to the portal once they have been vetted by a First Student employee. Once they receive access, they can easily onboard and register their businesses and start adding drivers. Provider Portal is intended to allow the business manager to scale rapidly while ensuring that all companies and their drivers are fully compliant with First Student, state, city and district requirements. All documents will go through the Data Guardian Tool for authorization by a First Student employee. Transportation Providers can login and confirm route assignments and confirm or make changes to any future trips. This allows for efficient coverage of all routes. Additionally, managers will get instant notification to change regarding their trips such as day cancelations for students, time updates, bad weather cancelations or delays.

3. Trip Guardian Tool

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

- Trip Exception and Trend Analysis Dashboards

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

- Issue Resolution Workflows

Allows for updating fields related to tactical, day-to-day trip information as issues arise. This includes trip emulation, end-of-day audits and resolution of reports.

- Search Functionality

Allows trip trackers to search for records related to the issue they are trying to solve. This is accomplished through a combination of well-defined search terms and business rules in combination with an easy-to-use interface.

- Role and Area-Based User Access

The system is designed to have regional and hierarchal permissions related to data editing and viewing so users can focus on information related to their assigned duties and area.

- Employee Performance Tracking

The platform displays high-level phone metrics related by region, allowing the management team to track employee performance and regional managers can look for potential issues with service.

- Messaging

The trip tracker will integrate with an instant messaging platform so that trip trackers can field questions through third party tools integrated within the company's website and tools (i.e., district portal and parent app). This will also allow for easier communication directly to drivers and parents.

- Actionable Notifications

As trips begin going out and the day gets busier, it gets harder for trip trackers to keep searching and looking for issues in the system. The trip tracker tool has a robust notification system that highlights problems and provides users with a way to fix or update the item highlighted as a notification.

4. Data Guardian Tool

		<p>The Data Guardian Tool plays a pivotal role in the state entry, management and retrieval of information. The tool surfaces all data related to the First Student team in a single place, allowing data and account specialist to perform their work in a common and consistent interface. This creates operational efficiencies by providing a tool tailored to their daily duties and measures KPIs important to clients and parents. The data management tool is divided into the following functionality groups:</p> <ul style="list-style-type: none"> • Data Entry and Management <p>Effectively capture all the data needed to run trips, such as district information, school information, student details, transportation provider vetting and driver vetting.</p> <ul style="list-style-type: none"> • Data Validation <p>As the business scales, putting the data entry on external parties instead of employees helps lower costs and pushes the business to automate and streamline the validation of vendor data, and the tools needed to allow the business to verify data.</p> <ul style="list-style-type: none"> • Notifications and Dashboards <p>Notifications and dashboards are used to let employees know when important changes occur within their region and this feature provides employees with insight into their own performance and regions.</p> <ul style="list-style-type: none"> • Search and Access Capabilities <p>Strong search and data access permissions will help users quickly search and find the information that they have permission to view.</p> <ul style="list-style-type: none"> • CRM Capabilities <p>The system needs to track and manage incidents, accidents, emergencies and complaints reported through the Trip Tracker Tool. This tool needs to have a refined process for handling all these different items in a standardized format.</p> <p>A press release was recently issued regarding our partnership with Thoughtworks and Amazon Web Services. A copy can be found in the attached documents or at the link below.</p> <p>https://www.thoughtworks.com/en-us/about-us/news/2023/first-student-and-thoughtworks-</p>
43	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>For alternative student transportation specifically, we seek out subcontractors utilizing hybrid and electric vehicles.</p> <p>First Student 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 First Student 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.
44	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.	N/A

45	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>First Student 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>
46	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>First Student is the leader in special needs transportation, transporting more than 500,000 students with special needs each day. That expertise, along with the most experienced management team in alternative transportation, brings a level of knowledge and passion no other alternative transportation company can match.</p> <p>What makes us different:</p> <ul style="list-style-type: none"> • Most Experienced Alternative Management Team in the Industry <ul style="list-style-type: none"> - Our management team has over 50 years of combined experience in alternative transportation and is supported by a group of experienced individuals with first-hand experience in alternative student transportation. - When you bring First Student on board, you aren't just offering a reliable transportation service — you're offering well-trained, professional, caring support to the students who depend on you the most. • Technology <ul style="list-style-type: none"> - First Student offers the only technology designed specifically for alternative transportation and its unique challenges. - Our technology tracks every trip and every student, providing real-time updates to parents and districts. • Consistency <ul style="list-style-type: none"> - We ensure all students get to school safely and on time each day, in the hands of caring, consistent drivers. - First Student provides the same driver for every student, every day. - We ensure each vehicle is equipped with all the right tools to safely get each student to school - car seat, booster, safety vest, buckle guard, etc. • Industry-Leading Standards <ul style="list-style-type: none"> - Background and Motor Vehicle Records (MVR) Checks <ul style="list-style-type: none"> - Our contracted drivers are required to pass initial background and MVR checks and are enrolled in a continuous background and MVR check monitoring program. - Drug and Alcohol Testing <ul style="list-style-type: none"> - We ensure drug testing procedures are applied consistently throughout our organization; all drivers are compliant to pre-service, random, post-accident and reasonable suspicion tests. - Driver Training <ul style="list-style-type: none"> - Customized training specifically developed to help drivers work with students with special needs. More details on our industry leading, alternative student specific training can be found in our answer to question 61. - Drivers are equipped with tools for understanding the functions of behavior and the Rage Cycle which helps them relate to the students and de-escalate issues as they arise.
47	Describe how you ensure operational efficiency in your routing.	<p>The initial student data that is provided to First Student is routed in the most efficient way possible based on location, student needs, and vehicle capacity. As students are added throughout the school year, our Account Guardians will first do their best to fit students into existing routes which will minimize additional costs, and in some cases, not incur any additional costs. If a student cannot be accommodated in an existing route, a new route will be created and information will be provided to the district for approval before initiating route setup. Our team is constantly reoptimizing as students enter and leave the transportation program as well as performing regular reviews of existing routes to ensure maximum efficiency.</p>

48	Describe how you maintain driver consistency for students.	The companies that we work with are truly our partners. Before they can take the first steps in partnering with First Student, transportation partners must first ensure their company compliant with all state and local requirements as they relate to student transportation. Next, they must comply with all of First Student's requirements and complete the First Student training modules. Once they have spent their time and resources to onboard with First Student, they have made a monetary and time commitment to working closely with First Student. Once our transportation partners have been onboarded we work closely with them to establish a true partnership. First Student regularly solicits their input for updates to our driver app and training, and holds focus groups to collect feedback on processes and technology. Our experience has taught us that including transportation partners in the entire process benefits all involved from the districts we partner with, to the students we serve, to the transportation companies themselves.	*
49	Describe how you communicate with drivers during serviced trips.	When performing services, transportation partners are always connected to First Student through the Driver App. Our Trip Guardians are monitoring trips from start to finish using custom dashboard views on our proprietary system. In fact, Trip Guardians begin watching their trip dashboards an hour before a trip is scheduled to begin to ensure drivers have logged in and accepted their trips. From there, using GPS monitoring, we ensure trips are running on time and reaching their scheduled destinations in a timely manner. In the event a driver has not accepted a trip, our team can reach out to the assigned driver and confirm they are performing services or assign a substitute as needed. This also ensures we are proactively communicating any changes or late pick-up/drop-offs with the appropriate school personnel and parents/guardians.	*
50	Describe your business continuity and disaster recovery plan.	<p>Over the last century, First Student has been servicing districts and their students no matter the obstacle. Whether it be power outages, natural disasters, weather events, or a global pandemic, First Student strives to fulfill our promise to get students to school safely each and every day.</p> <p>For alternative transportation services, First Student has partnered with Amazon Web Services (AWS) to host our platform. AWS is a global software technology platform that has their own safeguards in place to ensure that services run smoothly without interruption. In fact, since December 2021, AWS servers have only experienced four outages, all of which were resolved quickly and efficiently. Additionally, First Student performs a daily download of all information to ensure that even if web services were to go down, we would still have access to all the information needed for business operations to continue as usual. A unique benefit to First Student's alternative transportation model of providing the same driver every day is that even without the Driver App, drivers are familiar with and know the routes of "their" students and are able to continue services with little to no interruption.</p> <p>A full copy of our business continuity plan can be provided post-award, upon requested.</p>	*

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 *	
51	Describe any performance standards or guarantees that apply to your services	Our standards guarantee that every student entrusted in our care arrives safely to school each and every day. Our alternative transportation division has a 99% on-time performance rate. By regularly monitoring this metric, we can quickly identify drivers who are routinely late and rectify the situation before it impacts the student's ability to arrive on time.	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>To ensure our service are performed at the highest standard, the following expectations are in place for each trip:</p> <ul style="list-style-type: none"> • Same driver every day • Alternative student transportation specific driver training completed on a yearly basis • Clean vehicle and driver appearance • Initial and ongoing background and MVR checks • Initial and ongoing drug and alcohol testing • Pre-service and ongoing vehicle inspections and maintenance • Annual vehicle mechanical inspection by an ASE certified mechanic • GPS tracking on every trip • Vehicle aged no more than 10 years, unless requested otherwise by the client 	*

53	Describe your screening process for your drivers.	<p>First Student's screening process for subcontracted alternative transportation drivers can be summarized in the following steps:</p> <ol style="list-style-type: none"> 1. Initial Review <ul style="list-style-type: none"> • Drivers must have the following qualifications to start the onboarding process: <ol style="list-style-type: none"> i. Must be 21 years of age or older unless otherwise specified by contract ii. Must possess a valid driver's license in the state or province of residency iii. Must provide an updated photo for driver ID 2. Background and Motor Vehicle Record Checks <ul style="list-style-type: none"> • We work with a third-party vendor, First Advantage, who provides our pre-service and ongoing checks for all drivers. Then, our Employment Standards team reviews all results to ensure drivers are compliant with federal, state and local laws. • Driver qualifications include: <ol style="list-style-type: none"> i. Initial and Ongoing Motor Vehicle Records Check ii. No more than three moving violations or three minor accidents in past three years iii. Must have three years of licensed driving experience iv. We also examine Motor Vehicle Records (MVRs) for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions v. Initial and Ongoing Criminal Records Checks vi. Applicant's entire conviction history is viewed holistically vii. DUI/DWI convictions may disqualify applicants from employment 3. Drug and Alcohol Testing <ul style="list-style-type: none"> • In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. • Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident or reasonable suspicion drug/alcohol test, will be disqualified. 4. State, Local and Client Required Checks <ul style="list-style-type: none"> • First Student knows that the safety of students is the number one priority. We confirm that all transportation providers and their drivers have met all First Student, state, local, and school district requirements before transporting students. <p>After fulfilling the requirements above, all drivers must complete the required vehicle inspections, school district or local requirements such as physicals or TB tests as required, and First Student's industry leading alternative driver training that's specifically designed for drivers providing student transportation in smaller capacity vehicles.</p>
54	Describe the elements of your employment process, to include information such as your verification process to identify whether an individual has been convicted of any crime, including sex related, child abuse, or domestic violence related offenses, before an offer of employment is made.	<p>First Student partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans and wheelchair vans – that meet all First Student and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete First Student's alternative student transportation training. First Student confidently confirms that all transportation providers, drivers and vehicles meet or exceed all First Student, state, local and school district transportation requirements before transporting students. We work with a third-party vendor, First Advantage, who provides our pre-service and ongoing background checks for all drivers. Then, our Employment Standards team reviews all results to ensure drivers are compliant with federal, state and local laws. The initial and ongoing criminal records check ensures an applicant's entire conviction history is viewed holistically. Applicant's who are convicted of crimes including sex related, child abuse, or domestic violence related offenses will not be approved to perform services under our agreements.</p>
55	Has your company ever had an incident involving a driver which resulted in an allegation of sexual abuse? If so, was a claim made against your company and how was it resolved?	<p>As any other similarly situated provider of school bus transportation services, from time to time some of our drivers have been accused of sexual abuse. First Student, to the best of its ability, investigates all said allegations of sexual abuse and deals with each case accordingly. As for the number of claims and the ultimate resolution of said claims, the requested data would be onerous to compile and would provide little or no useful insight on First Student's ability to successfully fulfill the terms of the contract. As you are aware, settlements of such claims or litigation would be constrained by confidentiality agreements. However, to the extent that your district is interested in particular details of specific claims, First Student will make arrangements for your counsel to discuss appropriate information with First Student's counsel, subject to applicable confidentiality requirements.</p> <p>As it pertains to alternative transportation specifically, there have been zero allegations of sexual abuse involving our transportation partners. Any driver who is flagged in their initial and ongoing background checks is immediately removed from service pending a thorough investigation.</p>

56	Describe your pre-hire employment-related reference check process.	<p>Per our answer outlined in question 53, drivers must go through a variety of screenings in order to qualify as a driver under our service.</p> <p>Screenings include:</p> <ul style="list-style-type: none"> • An initial First Student review of the driver's qualifications • Background and motor vehicle checks (initial and ongoing) • Drug and alcohol testing (initial and ongoing) • Background checks and fingerprinting • State, local, and client required checks • Vehicle inspections • Physicals and TB tests, as required • First Student's alternative driver training 	*
57	Describe your initial and ongoing drug and alcohol testing programs required for your drivers.	<p>In addition to a pre-service drug screen, drivers are entered into a random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of random, post-accident or reasonable suspicion drug/alcohol test, will be disqualified.</p>	
58	Describe your ability to keep the agency, faculty, and guardians of students up to date on serviced trips during all hours of operation.	<p>First Student developed custom technology specifically designed for alternative transportation and its unique challenges. This technology will benefit districts, transportation providers, drivers, and the students they serve. Our technology provides end-to-end ride visibility providing the safest ride experience for students, their families, and school districts. Dashboards alert our team to any trips running late, substitute drivers needed, and each driver and student's status. Districts will also have access to these tools via a district dashboard.</p> <p>The District View dashboard allows designated district personnel to view all the alternative transportation trips, manage student transportation needs, update student information, and manage day-to-day trips. It can be incorporated as a standalone product and easily accessed via desktop to view the entire transportation system. District View will also have historical trip information which will include no load information, student cancelations, and vehicle information.</p> <p>Our internal Trip Guardian Tool gives First Student the capability to view real-time trip data in a simple, visual way so that we can easily identify time-sensitive issues, implement corrective actions, and provide real-time transportation updates as needed to our partners. Trip tracking is a core part of the day-to-day operation of First Student's alternative transportation model. This internal tool allows the assigned team to surface data anomalies and provides a robust amount of information so the Trip Guardian can quickly identify issues, correct them with ease, and communicate any necessary updates to districts, schools, and guardians, as needed.</p>	*
59	Identify what authorities your transportation services are regulated by such as Public Utilities Commission(s) (PUCs), Department of Education (DOE), Department of Motor Vehicles (DMV), or Other (describe).	<p>First Student complies with all student transportation requirements issued by the DOE (Department of Education) for the states we service. The DOE has the highest standard for each state and their standards specifically apply to student transportation. Other regulating bodies are not intended to regulate transportation for students. For example the PUC's standads are designed for rideshare services such as Uber and Lyft.</p>	*
60	Describe how your drivers are licensed in accordance with all applicable Federal and state laws, policies, and regulations.	<p>First Student works with local transportation companies who provide their own vehicles which meet the standards set forth by First Student and the Department of Education and follow all state, local, and federal regulations, as well as any district specific requirements. First Student has developed custom software tools that enable us to collect this information from any of our subcontracted partners. We then ensure that all requirements have been met and all documentation is currently valid. We proactively monitor any documentation that is set to expire and make sure those documents are updated and/or renewed. If our transportation partner allows documentation and requirements to expire they will no longer be eligible to service our trips.</p>	
61	Describe your ability to provide appropriate and compliant vehicles, equipment, and trained drivers to meet the needs of each specific trip. This includes wheelchair accessible vehicles, proper mobility devices and equipment, car seats, booster seats, and drivers trained to handle everything from behavioral challenges to special equipment needs.	<p>One of the key components to servicing special needs student using alternative transportation is making sure that all the necessary equipment is provided to meet the needs of the students. First Student onboard as many wheelchair vehicles as needed to meet the needs of each district's program. In addition, First Student provides car seats, safety vests, buckle guards, booster seats, and any other required equipment to all drivers based on the needs of the students that will be transported in their vehicles.</p> <p>First Student partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans and wheelchair vans – that meet all First Student and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete First Students industry leading alternative student transportation training. We confidently confirm that all transportation providers, drivers and vehicles meet or exceed all First Student, state, local and school district transportation requirements before transporting students.</p> <p>First Student's industry-first digital driver ID allows parents and school staff to see</p>	

real-time verification of the driver's eligibility to service their student. The digital driver ID provides up-to-the-minute validation that the driver has been fully vetted and assigned to the specific student and trip. Parents/caretakers and staff can ask to view this digital ID before loading their students.

All contracted drivers and vehicles will also carry easy-to-identify badges and vehicle stickers allowing staff and parents to quickly identify the vehicle and driver. The First Student vehicle sticker will be visible on the passenger side windshield and drivers will have badges that will be easy to spot from a distance for staff and parents.

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

After fulfilling the requirements as outlined in answer 53, all drivers must complete our industry-first driver training course, which was developed in conjunction with the Cincinnati's Children's Hospital and includes insights from behavioral experts and testing, which is readily available on our Driver App. Our training modules prepare the driver for success by creating awareness on specific areas of safety when driving, such as Smith System for defensive driving, student sensitivity, and professionalism. We understand that every child with physical and developmental disabilities and other concerns is an individual with unique characteristics, a unique personality, and unique abilities. First Student is dedicated to educating our transportation providers on the characteristics of disabilities and how to address challenges, ensuring a safe and enjoyable ride for every student.

Drivers and monitors are required to complete a multi-module training that includes material developed by behavioral experts. The training also includes guidelines, best practices, and tools for manipulating and operating specialized equipment.

- Participants learn how to adapt and provide for individual needs relating to verbal and nonverbal communication styles,
- Special Education and Laws involved in transporting children with physical, developmental, and other concerns.
- Inclusion, sensitivity, confidentiality, and etiquette.
- Positive strategies for addressing behavior challenges, managing crises and reporting procedure.
- Vehicle operation, including wheelchair lift operation and other mobility devices.

Our driver and monitor trainings cover age and ability-based methods for interacting and communicating with Pre-K to Grade 12 students. We educate our transportation providers on how to set age-appropriate behavior expectations and offer sincere praise for exemplary behavior.

With our I Care + We Care initiative, students in the vehicle are given meaningful and proactive feedback when they are "getting it right". Positive feedback like this helps to develop trusting relationships based on mutual respect and establishes a foundation on which to resolve issues together when they occur.

The I Care + We Care training curriculum includes the following topics:

- Serving as a positive role model.
- Resolving conflicts and mediating disagreements.
- Recognizing and rewarding positive behavior.
- Being fair and consistent with all students.

Using the beliefs of our special education training program, FirstServes™, our training focuses on understanding that children's behavior is a form of communication. Instead of a traditional "behavior management" approach, our program emphasizes understanding and influencing students' actions in order to respond in the most beneficial manner.

In addition to meeting all district, local, state, and federal driver training requirements, First Student's alternative transportation drivers participate in annual refresher and remedial training sessions and meetings.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	Customers are invoiced on the 15th of each month for the prior month with Net 30 terms, but accommodations can be made for weekly billing, if preferred. Invoices can be broken out by different departments and population types at the direction of the client. Payment is accepted by ACH and check.
63	Describe any leasing or financing options available for use by educational or governmental entities.	N/A
64	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.	A copy of our proposed Transportation Services Agreement is included in the document upload section, which outlines our terms, conditions, pricing structure, and pricing definitions.
65	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?	N/A

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 *
66	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.	<p>Alternative transportation is charged on a per trip basis, not per student. There is no minimum requirement or obligation to use our services. Base trip elements include a trip minimum (with the mileage included) and a cost per mile after the included mileage is exceeded. Additional trips elements are charged on an as needed basis.</p> <p>First Student's alternative transportation pricing matrix includes the associated fees for the following vehicle types: wheelchair van, sedan, minivan, and SUV.</p> <p>BASE TRIP ELEMENTS Trip Minimum: \$85.00 Mileage Included in Trip Minimum: 8 Miles Cost Per Mile (after miles included): \$2.50</p> <p>ADDITIONAL TRIP ELEMENTS – AS NEEDED Wheelchair Vehicle: \$50.00 Student Equipment (car seat, booster, safety vest, buckel guard, etc.): \$5.00 Monitor (if not provided by the district, 2 hour minimum): \$25.00/hour District Approved Wait Time (per hour, billed in 15-minute increments): \$60.00/hour Hard to Service Trips (if needed and approved by the district): TBD Late Cancel <2 Hour: Full Price of Trip No-Show (100% of students on trip): Full Price of Trip</p> <p>TRIP ELEMENTS AND PRICING DEFINITIONS All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.</p> <p>As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.</p> <p>The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.</p>

- Trip Charges

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

- Trip Minimum

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

- Mileage Charges

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

- Miles Included

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

- Wheelchair Vehicle

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

- Student Equipment

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

- Monitor

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

- Standard Wait Time

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

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school. *

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

- District Approved Wait Time

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

- Hard to Service Trips

If a particular trip or group of trips are determined to be "hard to service," First Student will work closely with the district to determine the best method to service these trips and what additional costs

will be needed to assist drivers in servicing these trips. Examples would include students that may urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this pricing element is to provide First Student and the district with a method and approach to service trips that deal with extreme elements outside of the expected type of service.

- No-Shows and Late Cancels
 - Late Cancel

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

- No-Shows

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

- Travel Time

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

ADDING AND REMOVING STUDENTS

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

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

STUDENT CANCELLATIONS

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

- Temporary Student Cancellation

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

- Permanent Student Cancellation

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, First Student will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

AMENDMENT OF RATES

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year. A notification regarding rate changes shall be communicated in writing to the district.

FUEL SURCHARGES

When the average fuel price exceeds \$5.00 per gallon, the mileage

		rate will be increased by calculating 50% of the fuel price that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is \$5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of “[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm	
67	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	*
68	Identify your minimum trip fee and the number of miles it includes.	\$85.00, with 8 included miles	*
69	Describe any quantity or volume discounts or rebate programs that you offer.	N/A	*
70	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.	Additional elements that are required for transportation are charged at a per trip rate based on our pricing model, as defined in our answer to question 66. Please see Pricing Overview for further clarification on cost and definitions, located in the document upload section.	*
71	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.	N/A	*
72	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A	*
73	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
74	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
75	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
76	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. A list of districts using the Sourcewell master contract will be provided to Sourcewell. Each customer participating on the Sourcewell contract will be entered in Salesforce.com (our CRM tool) and identified as a Sourcewell contract. Customers will be billed on a monthly basis and an invoice will be generated in compliance with the proposed pricing in Table 11 and 12. On a quarterly basis, we will pull our customer list and validate invoice amounts through Accounts Receivable. 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. In addition, account will track all Sourcewell customers and provide a detailed report along with our quarterly payment.
77	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.	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 weekly alternative transportation 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.
78	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 Student, and except as stated below, First Student 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. 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 *
79	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	First Student is the leader in special needs transportation, transporting more than 500,000 students with special needs each day. That expertise, along with the most experienced management team in alternative transportation, brings a level of knowledge and passion no other alternative transportation company can match. Specific to alternative student transportation, First Student offers a universal driver training platform, transportation services (including but not limited to special needs, McKinney-Vento, out of district, and hard-to-serve trips), routing services, transportation technology (including tracking, scheduling and parent/faculty

communications), compliant vehicles, and compliance with current state education regulations. Additionally, First Student ensures each student has all the necessary equipment needed to safely transport them by providing drivers with the necessary car seats, boosters, safety vests, buckle guards, wheel chair vehicles, or any additional items as directly by our district partners. We offer a comprehensive alternative student transportation program that provides districts with the vehicles and equipment needed to transport their students to and from school. In addition to providing safe and reliable transportation, First Student also provides routing services, technology to track each trip as its happening, technology that allows us to know which students are on the vehicle and where the vehicle is at all times, and a driver vetting software that ensures any driver on the road is properly trained and credentialed.

Each day, districts across North America trust First Student to transport their students to and from school, whether it's in a bus, van, or small capacity vehicles. Over the past century, we have developed relationships based on a common approach to student care. Together we will establish the core tenets of our mutual philosophy – ensuring every student achieves to their highest level. First Student knows the communities we serve, and we care for their children like a trusted family member. Afterall, many of these students have grown up with the First Student family.

First Student can help meet the needs of our clients by coordinating the services of local transportation providers. Our team carefully coordinates customized transportation with the collaboration of our district partners by working closely to decide the optimal quantity and types of vehicles needed to serve their students.

Benefits of partnering First Student include:

- Supplementing bus service with subcontractors' small capacity vehicles eliminates unused capacity.
- Flexibility to adjust our fleet to accommodate the ever-changing requirements of districts student population.
- Providing students transportation to school who do not fit on traditional bus routes (McKinney-Vento, Foster Care, etc.).
- Alternative transportation option for students with special needs or those with specific requirements (stated in IEPs, 504s, etc.).
- Creating a safe, familiar and comfortable experience for students through consistent communication.
- Providing families with the same professional driver every day so that students spend more days in the classroom.

What makes our alternative division different:

- Most Experienced Alternative Management Team in the Industry
 - Our management team has over 50 years of combined experience in alternative transportation and is supported by a group of experienced individuals with first-hand experience in alternative student transportation.
 - When you bring First Student on board, you aren't just offering a reliable transportation service — you're offering well-trained, professional, caring support to the students who depend on you the most.
- Technology
 - First Student offers custom technology designed specifically for alternative transportation and its unique challenges.
 - Our technology tracks every trip and every student, providing real-time updates to parents and districts.
- Consistency
 - We ensure all students get to school safely and on time each day, in the hands of caring, consistent drivers.
 - First Student provides the same driver for every student, every day.
 - We ensure each vehicle is equiped with all the right tools to safely get each student to school - car seat, booster, safety vest, buckle guard, etc.
- Industry-Leading Standards
 - Background and Motor Vehicle Records (MVR) Checks
 - Our contracted drivers are required to pass initial background and MVR checks and are enrolled in a continuous background and MVR check monitoring program.
 - Drug and Alcohol Testing
 - We ensure drug testing procedures are applied consistently throughout our organization; all drivers are compliant to pre-service, random, post-accident and reasonable suspicion tests.
 - Driver Training
 - Customized training specifically developed to help drivers work with students with special needs.

		- Drivers are equipped with tools for understanding the functions of behavior and the Rage Cycle which helps them relate to the students and de-escalate issues as they arise.	
80	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Foster care transportation services; state, county, and city youth transportation services.	*

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

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
81	McKinney Vento	<input checked="" type="radio"/> Yes <input type="radio"/> No	
82	Special needs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
83	Out-of-district	<input checked="" type="radio"/> Yes <input type="radio"/> No	
84	Trips requiring out-of-district coordination	<input checked="" type="radio"/> Yes <input type="radio"/> No	
85	Trips for offsite career readiness programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	
86	Other types of trips which are difficult to service (If yes, describe fully in the comments field).	<input checked="" type="radio"/> Yes <input type="radio"/> No	There is no one size fits all model when it comes to student transportation. Our model provides the unique ability to service students who would otherwise have no other way of getting to school. For example, some students may live on a street that is too narrow for a bus to navigate or in a mountainous region where an oversized vehicle cannot safely access the students. This model is also utilized well when a student, whose transportation is mandated to be provided by the district, lives 30+ miles away from their school and utilizing a bus would not be cost effective. First Student believes there is no challenge too large when it comes to getting students to school in a safe and cost effective manner.

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 87. NOTICE: To identify any exception, or to request any modification, to Sourcwell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcwell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	<input type="radio"/> Yes <input checked="" type="radio"/> No

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](#) - Table 11, Line 66_Pricing Overview_Sourcewell_2023.06.27.pdf - Monday June 26, 2023 20:44:52
- [Financial Strength and Stability](#) - Table 02, Line 12_Letter of Reference_JP Morgan.pdf - Friday June 23, 2023 19:42:37
- [Marketing Plan/Samples](#) - Table 07, Line 37_Sourcewell One-Pager Example.pdf - Friday June 23, 2023 19:44:21
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Table 10, Line 64_First Student Contract_Sourcewell_2023.06.27.pdf - Monday June 26, 2023 20:45:17
- [Upload Additional Document](#) - Table 08, Line 42_Thoughtworks Press Release.pdf - Monday June 26, 2023 22:33:51
- Requested Exceptions (optional)

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. - Gregg Prettyman, VP, Alternative Transportation, 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_6_Alternative_Student_Transportation_RFP_062723 Thu June 15 2023 01:34 PM	<input checked="" type="checkbox"/>	1
Addendum_5_Alternative_Student_Transportation_RFP_062723 Tue June 6 2023 01:07 PM	<input checked="" type="checkbox"/>	3
Addendum_4_Alternative_Student_Transportation_RFP_062723 Mon June 5 2023 11:39 AM	<input checked="" type="checkbox"/>	1
Addendum_3_Alternative_Student_Transportation_RFP_062723 Thu June 1 2023 04:22 PM	<input checked="" type="checkbox"/>	2
Addendum_2_Alternative_Student_Transportation_RFP_062723 Thu May 11 2023 05:14 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Alternative_Student_Transportation_RFP_062723 Tue May 9 2023 04:21 PM	<input checked="" type="checkbox"/>	1