



## **Solicitation Number: RFP #062723**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Assist Services LLC, 1900 N. Harrison, Little Rock, AR 72207 (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 Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### 3. PRICING

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

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

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

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

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

- Identify the applicable Sourcewell contract number;

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

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

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

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

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

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** 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 Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

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

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

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

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

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

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

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

## **11. INDEMNITY AND HOLD HARMLESS**

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

## **12. GOVERNMENT DATA PRACTICES**

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

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



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

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

3. *Use; Quality Control.*

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

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

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

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

#### **15. FORCE MAJEURE**

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

#### **16. SEVERABILITY**

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

#### **17. PERFORMANCE, DEFAULT, AND REMEDIES**

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

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

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

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

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

Minimum Limits:

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

\$1,000,000 Personal and Advertising Injury

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

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, 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:

\$1,000,000 each accident, combined single limit, unless a higher limit is required by the district.

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile. Umbrella Insurance may be exempted over Commercial Auto unless required by the district.

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 Sourcwell to immediately terminate this Contract for default.

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

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

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

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

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

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

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

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

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

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

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

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

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and



records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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

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

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

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

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

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

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

**22. CANCELLATION**

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

Sourcewell

Assist Services LLC

DocuSigned by:  
*Jeremy Schwartz*  
By: C0FD2A139D06489...  
Jeremy Schwartz  
Title: Chief Procurement Officer  
Date: 8/3/2023 | 9:35 PM CDT

DocuSigned by:  
*Jared K Henderson*  
By: 93FEADDD6F79421...  
Jared K. Henderson  
Title: CEO  
Date: 8/10/2023 | 3:12 PM CDT

Approved:

DocuSigned by:  
*Chad Coauette*  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 8/12/2023 | 9:07 AM CDT

# RFP 062723 - Alternative Student and Client Transportation Solutions

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## Vendor Details

Company Name: Assist Services LLC  
Address: 9450 SW Gemini Dr  
PMB 63721  
Beaverton, Oregon 97008  
Contact: Dominique Dadekian  
Email: newpartnerships@assistservicesonline.com  
Phone: 816-397-3447  
HST#: 83-3111108

## Submission Details

Created On: Monday June 26, 2023 19:50:07  
Submitted On: Tuesday June 27, 2023 12:44:58  
Submitted By: Dominique Dadekian  
Email: newpartnerships@assistservicesonline.com  
Transaction #: e7b8d787-0aa6-4bf3-8a64-1305fafa126  
Submitter's IP Address: 73.44.131.254

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## 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")	Assist Services, LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	None.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Assist Services, LLC
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A - application in process
5	Proposer Physical Address:	1900 N Harrison, Little Rock, AR 72207
6	Proposer website address (or addresses):	www.assistservicesonline.com
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):	Jared K Henderson, CEO 1900 N Harrison, Little Rock, AR 72207 jared@assistservicesonline.com 501.251.4214
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jared K Henderson, CEO 1900 N Harrison, Little Rock, AR 72207 jared@assistservicesonline.com 501.251.4214
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>For more than 15 years, Assist Services has worked to eliminate transportation as a barrier to children's success. We do this by mobilizing outstanding adults who want to have a positive impact on children. Our drivers transport many school-age students that are experiencing homelessness, living in foster care, living with mental/emotional special needs, or experiencing other circumstances that make traditional yellow school buses a poor transportation option.</p> <p>Our core values:  1. Kids First - We can spend 100+ hours a year driving each child; we make those hours count.  2. Excellence Everywhere - We bring the same high level of quality to every child and every district.  3. Learn Continuously - We are scrappy problem-solvers who treat mistakes as opportunities to grow.  4. Trust Is Everything - We treat each other with respect and candor, and we always keep our word.</p>
11	What are your company's expectations in the event of an award?	We've driven thousands of children for well over 100 school districts in places around the country. If honored with this award, we'll continue to expand our reach to get more children to critical educational services safely and on-time every day.
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.	Our organization has been in existence for more than 15 years and has been decisively profitable for more than a decade, excluding 2020 when COVID-19 shuttered >90% of our transport operations for 8+months. We are willing to share confidential financial information upon award of a contract.
13	What is your US market share for the solutions that you are proposing?	In the last two years, we've served approximately 125 school districts, charter school networks, and child-focused state agencies in 9 states and 14 metropolitan areas.
14	What is your Canadian market share for the solutions that you are proposing?	We do not operate in Canada.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.
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?	We are a service provider - specifically, we provide student transportation services. Our service force is fully integrated with the rest of our staff and team (i.e. full W-2 employees of our organization).
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.	Our W-2 drivers are required to comply with pupil transportation guidelines that are applicable to the metropolitan area and state they are operating in. These guidelines typically pertain to both drivers' personal credentials (e.g. background checks) and their vehicles/accompanying equipment.
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A

**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	N/A
20	What percentage of your sales are to the governmental sector in the past three years	99%+
21	What percentage of your sales are to the education sector in the past three years	99%+
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?	None. All contracts to date have been direct with individual school districts or select transportation brokers (only in the special case of the Minneapolis-St. Paul metropolitan area to date).
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?	None.

**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 Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Independence School District Independence, MO	Angie Schnetzer	816.521.5300
Miamisburg City School District Miamisburg, OH	Mechael Reed	937.866.1283
4mativ	Carl Allen, CEO	763.242.2510

**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 *
Reynolds School District	Education	Oregon - OR	McKinney Vento, Foster, and Special Needs Transportation	Individual rides (one child, one-way) average approximately \$35 each	\$1,250,000
Collaborative Student Transportation - Minnesota	Education	Minnesota - MN	McKinney Vento, Foster, and Special Needs Transportation	Individual rides (one child, one-way) average approximately \$55 each	\$700,000
Ferguson Florissant School District	Education	Missouri - MO	McKinney Vento, Foster, and Special Needs Transportation	Individual rides (one child, one-way) average approximately \$35 each	\$550,000
Raytown Quality Schools	Education	Missouri - MO	McKinney Vento, Foster, and Special Needs Transportation	Individual rides (one child, one-way) average approximately \$35 each	\$500,000
Miamisburg City School District	Education	Ohio - OH	McKinney Vento, Foster, and Special Needs Transportation	Individual rides (one child, one-way) average approximately \$35 each	\$450,000

**Table 6: Ability to Sell and Deliver Service**

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

Line Item	Question	Response *
26	Sales force.	Our sales team resides in the United States, but operates remotely from the vast majority of our customers. Over the last 24 months, this team has engaged and successfully onboarded more than 75 new school districts.
27	Dealer network or other distribution methods.	N/A. We provide drivers and vehicles directly to individual children and families as requested and procured by individual school districts, charter schools/networks, or select state government entities.
28	Service force.	We have approximately 18 full-time support staff for day-to-day operations and approximately 300 W-2 employee drivers active on any given school day.
29	Describe your ability to effectively establish an alternative student and client transportation program in a new service area.	We've launched new operations with more than 75 school districts in the last 24 months alone - these districts are spread across 8 states and 14 metropolitan areas.
30	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Districts initially engage briefly with our sales force to ensure a mutual understanding of basic needs and protocols and, where applicable, to discuss and confirm a basic price quote.  If/when both parties agree to move forward with a contract, districts have a direct line to our day-to-day operations staff to request individual rides (as many as they would like). Within no more than 24 hours, our staff either 1) quote the start date for a given ride or 2) inform the district that a start date for a ride cannot yet be determined (so that they may exercise any other options necessary for the welfare of the student(s)).
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.	We currently have a day-to-day operations support team of 18 individuals. They are organized into teams of 3 to 4 FTEs, each of which are assigned to support specific geographies. Each metropolitan area (e.g. Minneapolis-St. Paul) has a single manager tasked with the ultimate day-to-day responsibility of ensuring services consistent with our core values are delivered on a daily basis. All direct customers (e.g. school districts) and indirect customers (e.g. students and caregivers) have direct access to our team 12 hours a day on weekdays via direct phone, text, and email. We can generally staff ride requests with 24 business hours, and we work to always provide definitive updates within this time frame, whether we can immediately staff the request with a driver or not.
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We've launched new operations with more than 75 school districts in the last 24 months alone - these districts are spread across 8 states and 14 metropolitan areas. We are thrilled to support any and all children with access to educational opportunities where we have the ability to do so. We currently serve 14 metropolitan areas across 8 states, but we'd be excited to serve elsewhere in the country if awarded this contract.
33	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are currently unable to provide services in Canada.
34	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	At the time of writing, we CAN serve in a 30 mile radius around Portland, OR; Kansas City and St. Louis, MO; Indianapolis, IN; Cincinnati, Dayton, Columbus, and Cleveland, OH; Minneapolis and St. Paul, MN; Allentown, Pittsburgh, Harrisburg, and Philadelphia, PA; Raleigh and Durham, NC and Los Angeles, CA.
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 are capable of serving any government, education, or non-profit entity that is focused on getting children to and from education and/or other critical services. At the time of writing, we CAN serve in a 30 mile radius around Portland, OR; Kansas City and St. Louis, MO; Indianapolis, IN; Cincinnati, Dayton, Columbus, and Cleveland, OH; Minneapolis and St. Paul, MN; Allentown, Pittsburgh, Harrisburg, and Philadelphia, PA; Raleigh and Durham, NC and Los Angeles, CA.
36	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	None.

**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.	Our marketing involves outreach via email and phone, proactive customer referrals and references, and engagement with national, state and regional transportation and McKinney Vento conferences. We also work to build relationships with related support organizations such as CASA, autism and day treatment centers, and other specialty schools (e.g. schools for children who are blind and/or deaf). Our efforts have allowed us to add more than 75 new school district, charter school/network, and state government partners in the last 24 months.
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use software to automate and organize much of our initial outreach, but we work to quickly facilitate high-touch human interaction between potential customers and our team. This is an extremely high-stakes, human service. As such, we believe that the level of trust and collaboration required demand a human touch at the earliest stages of the process.
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?	Sourcewell provides very basic credibility and allows prospective customers to validate some aspects of our organization's credibility. The bulk of the responsibility for promoting any contract we receive is on us.
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.	Once we have established a relationship with a new customer, rides can be requested via our online platform. All other aspects of our service are delivered/executed in person.

**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.	N/A
42	Describe any technological advances that your proposed products or services offer.	N/A
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.	N/A
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.	N/A



46	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>1. We are one of the few transportation providers that ONLY focuses on school districts and charter schools and ONLY on McKinney Vento, foster, and/or special needs transportation.</p> <p>2. We assign drivers to serve the same student(s) each day. This builds crucial trust and rapport with the child and caregivers, which is almost as valuable as punctual, safe, reliable transportation.</p> <p>3. We can serve customers whether they need 1-2 students driven or several dozen. Our partners are not required to guarantee us any specific transport volume or minimum dollar amount spent, and they can cancel any/all rides at any time for any reason (and are only billed for what they have used).</p>	*
47	Describe how you ensure operational efficiency in your routing.	We have internal routing software that analyzes a requested route addition across all available drivers. In addition, we have a 5 person team that reviews and optimizes all software-recommended routes based on the needs of the children in question. Finally, both our driver compensation system and our transparent day-by-day, child-by-child invoice system promote ride efficiency.	*
48	Describe how you maintain driver consistency for students.	<p>1. Our driver screening, certification, and training system is extensive - typically taking several weeks to complete.</p> <p>2. Our drivers must have safe driving records; however because they use their own vehicles, we are able to recruit people that think of themselves less as professional drivers and more as dedicated caregivers.</p> <p>3. We have rigorous daily metrics and weekly reviews for on-time arrivals and for a variety of safe driving measures (e.g. speeding, hard-braking). We have clear protocols for coaching deficient drivers that lead to suspension after the second infraction and termination after the third.</p>	*
49	Describe how you communicate with drivers during serviced trips.	Almost all of our trips are recurring rides, not one-time new transports. Therefore, communication on the first drive of the first route is the most critical. Our drivers have phone and text access to our support staff throughout their rides, but this is rarely used and only use after a driver has come to a stop. We monitor drivers in real time via GPS during all routes and reach out proactively if an issue and/or tardiness is observed. Finally, our smartphone app facilitates critical, but basic status reports at key moments in a trip where a driver is stopped (e.g upon arrival at a students house, when the driver enters the vehicle, when arriving at a school, and when a student has safely entered the school).	*
50	Describe your business continuity and disaster recovery plan.	<p>We think of business continuity in at least two respects:</p> <p>1. Micro-level: In each metropolitan area we serve, we work to maintain a minimum of 10% spare driver capacity to accommodate last minute driver cancellations (eg. sickness) or mechanical issues.</p> <p>2. Macro-level: Although we use a software platform and smartphone app to organize, monitor, and manage our daily fleet activity, our individual drivers and our support staff have the ability to operate without it for several days if need be. Only our ability to add NEW routes would be limited without this platform. Our drivers handle recurring routes, not new situations each day. Furthermore, our staff have multiple methods of contact for each driver, and all important information and routing instructions are delivered through at least two channels (e.g. our smartphone app, text, and email) so there is never a single point of failure.</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	<p>1. We will either have your route booked in 24 or less or you will hear directly from our staff that it will be later (so that you can use any other faster options at your disposal).</p> <p>2. We do not require a district to guarantee us any minimum number of transports or spending level. We're happy to help at whatever scale we are needed.</p>	*
52	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	<p>1. More than 95% of our requested rides start within 2 days or less.</p> <p>2. More than 95% of rides are on time each morning.</p> <p>3. At least 97% of our drivers have safe driving habits (as monitored by our smartphone app) each day. Any driver that has two instances of unsafe driving (e.g. speeding) is suspended without pay. A third offense results in termination.</p>	*

53	Describe your screening process for your drivers.	<p>All of our drivers are W-2 employees, not 1099 contractors. We are proud of the quality of our drivers, and investing in training and supporting them is critical. We also believe that the best way to ensure quality for children and families is to hire people that already bring proven track records in caregiving, transporting children, and acting with integrity more generally.</p> <p>Therefore, we hire drivers with demonstrated ability working with high-needs individuals. Our interview process tests drivers' instincts and abilities when confronted with challenging, yet common, issues that arise when transporting children that live in poverty and/or struggle with the implications of traumatic experiences.</p> <p>Nevertheless, we know that initial and ongoing training is essential. Our training covers topics such as:</p> <ol style="list-style-type: none"> <li>1. Defensive driving</li> <li>2. First aid and CPR</li> <li>3. Equipment installation and usage for as-needed devices like child-seats/restraints and mandatory items like fire extinguishers.</li> <li>4. Mandatory abuse reporting guidelines and warning signs</li> <li>5. Daily vehicle inspections (safety/mechanical)</li> <li>6. Daily hygiene routines (cleaning and disinfecting)</li> <li>7. Professionalism 101: dress code, appropriate conversation and interaction with students, families, additional caregivers, and school district personnel, etc.</li> </ol> <p>In addition, we provide basic training to all drivers upon hiring and annually on the basics of trauma-informed care and crisis prevention in addition to the responsibilities that come with complying to the Family Educational Rights and Privacy Act.</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>Our background check process is rigorous, and is layered on top of the experience and qualification processes referenced directly above.</p> <p>Our background check process includes the following steps in every case (see below). When districts have unique additional requirements, we will administer those as well.</p> <ol style="list-style-type: none"> <li>1. A criminal background check at the county and state level</li> <li>2. A multi-jurisdictional criminal database check at the federal level</li> <li>3. A review of the National Sexual Offender Public Website</li> <li>4. A terrorist watch list/prohibited parties check</li> <li>5. Verification of the name and previous addresses via a social security number trace</li> <li>6. Verification of the caregiver's eligibility to work in the United States using E-verify</li> <li>7. Direct interviews with a least two members of Assist Services staff during hiring process</li> <li>8. Fingerprinting and registry in applicable state systems</li> <li>9. Drug testing before beginning employment and annually thereafter, at a minimum</li> <li>10. Annual physical exams by qualified physicians to confirm drivers' health</li> <li>11. A review of motor vehicle records prior to hiring with real-time updates thereafter</li> </ol> <p>Crucially, we also track rides via GPS in real time. If a driver takes an unjustified detour in the route and/or stops for unnecessary and excessive periods, we know it and investigate. Unsatisfactory explanations lead to termination. We have no higher priority than students' safety and will always err on the side of caution when there is ambiguity.</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>We have had three allegations of improper verbal and text communication. None resulted in claims. In one instance, the claim was made by a third party and video and audio footage in the car absolved the driver (Neither the student nor the caregiver made any claim of wrongdoing or inappropriate conduct, but we investigated regardless). In the two other instances, the driver was suspended immediately after the allegation and released within a week after an investigation led to inconsistencies in the drivers' story. We communicated promptly, transparently, and collaboratively with the school districts and families involved and served each of them long after the incidents.</p>
56	Describe your pre-hire employment-related reference check process.	<p>We conduct a rigorous interview and screening process with at least two staff members of our team. Reference checks are not universally conducted.</p>
57	Describe your initial and ongoing drug and alcohol testing programs required for your drivers.	<p>All applicants are required to complete and submit a clear drug screen prior to employment. Further checks are done upon request from a customer or after any accident.</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.	All stakeholders have direct access to our staff and individual drivers via direct phone line, text, and email. We pride ourselves on candid, timely, and collaborative communication with all parties - and our references will attest to this. Although we have capable technology systems, we do not consider them a substitute for a human that knows the context of the ride in question and can actively share information and problem solve with the faculty or guardians in question.	*
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).	It varies substantially by state; however, in all states, we closely adhere to the regulations from the Department of Education and ensure that we are compliant with any relevant, separate transportation authorities and law enforcement agencies that are state-specific. For example, in MN, the State Police are critical for oversight and certification, in MO all drivers are required to be registered and fingerprinted specifically with the State Police for their real-time criminal offense system, and in a few states (e.g. CA), we are also regulated by the Public Utilities Commission.	*
60	Describe how your drivers are licensed in accordance with all applicable Federal and state laws, policies, and regulations.	<p>This process varies significantly from state to state - and in some cases from school district to school district. Prior to working in any new market, we engage with the Department of Education to identify all relevant state agencies and applicable laws and then build our state specific certification requirements from there. At a minimum, we do the following for all drivers in any location:</p> <p>Our training includes:</p> <ol style="list-style-type: none"> <li>1. Defensive driving</li> <li>2. First aid and CPR</li> <li>3. Equipment installation and usage for as-needed devices like child-seats/restraints and mandatory items like fire extinguishers.</li> <li>4. Mandatory abuse reporting guidelines and warning signs</li> <li>5. Daily vehicle inspections (safety/mechanical)</li> <li>6. Daily hygiene routines (cleaning and disinfecting)</li> <li>7. Professionalism 101: dress code, appropriate conversation and interaction with students, families, additional caregivers, and school district personnel, etc.</li> </ol> <p>In addition, we provide basic training to all drivers upon hiring and annually on the basics of trauma-informed care and crisis prevention in addition to the responsibilities that come with complying to the Family Educational Rights and Privacy Act.</p> <p>Our background check process is rigorous, and is layered on top of the experience and qualification processes referenced directly above. It includes:</p> <ol style="list-style-type: none"> <li>1. A criminal background check at the county and state level</li> <li>2. A multi-jurisdictional criminal database check at the federal level</li> <li>3. A review of the National Sexual Offender Public Website</li> <li>4. A terrorist watch list/prohibited parties check</li> <li>5. Verification of the name and previous addresses via a social security number trace</li> <li>6. Verification of the caregiver's eligibility to work in the United States using E-verify</li> <li>7. Direct interviews with a least two members of Assist Services staff during hiring process</li> <li>8. Fingerprinting and registry in applicable state systems</li> <li>9. Drug testing before beginning employment and annually thereafter, at a minimum</li> <li>10. Annual physical exams by qualified physicians to confirm drivers' health</li> <li>11. A review of motor vehicle records prior to hiring with real-time updates thereafter</li> </ol> <p>Crucially, we also track rides via GPS in real time. If a driver takes an unjustified detour in the route and/or stops for unnecessary and excessive periods, we know it and investigate. Unsatisfactory explanations lead to termination. We have no higher priority than students' safety and will always err on the side of caution when there is ambiguity.</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>We have two important limitations:</p> <ol style="list-style-type: none"> <li>1. We cannot provide wheelchair accessible vehicles.</li> <li>2. We do not provide a second adult (beside the driver) as a ride along aide.</li> </ol> <p>Beyond these two limits, we have extensive experience (high quality references) serving students with a wide range of needs. For example, we drive students in all age groups, from infants to young adults (but still in the K-12 education system). We also drive children that require the use of various assistive devices, such as car seats, boosters, or a 5 point safety vest (as required by some students with acute autism). Our drivers are not only trained on installation and usage for the aforementioned devices, but also on when and how to engage families to ensure that the right person administers these at the appropriate stop (It is often a caregiver or social worker, not the driver.).</p> <p>Our entire mission is serving children with the highest needs. On a daily basis, we drive children that are deaf or blind - often for more than an hour at a time. We support children and families as they access autism treatment centers, and we serve children with severe emotional trauma that need daily transport to day-treatment centers. We have provided 3 references as requested, but we are happy to provide many more that can attest to our work on this front, as there is no substitute for proven ability when working with the highest need children.</p>
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**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
62	Describe your payment terms and accepted payment methods.	<ol style="list-style-type: none"> <li>1. We accept check and ACH/wire payments.</li> <li>2. We bill twice a month with 30-day payment terms.</li> <li>3. We do not require any guarantees of minimum spending or transportation volumes.</li> <li>4. Any/all individual rides can be cancelled at any time for any reason by a school district. We only bill for what is used and for late cancellations/no-shows.</li> </ol>
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.	We have a very basic standard contract that outlines our pricing and insurance. We can usually modify and/or add additional sections if requested by a school district partner.
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	We accept P-cards, but with a 5% surcharge of the total invoice.

**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>Our most common pricing is as follows:</p> <ul style="list-style-type: none"> <li>- \$32.50 minimum charge for the first child in a vehicle</li> <li>- \$3.00 per mile after 5 miles (only counting miles with a child in the car)</li> <li>- \$10 load fee for additional children added to a vehicle</li> </ul> <p>For Sourcewell, our prices are reduced to the following:</p> <ul style="list-style-type: none"> <li>- \$30 minimum charge for the first child in a vehicle</li> <li>- \$2.50 per mile after 5 miles (only counting miles with a child in the car)</li> <li>- \$9 load fee for additional children added to a vehicle</li> </ul>
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.	The level of discount depends on the length of the ride (longer rides have a higher percentage discount due to the effect of the minimum fee). However, based on our nationwide average distances, the discount offered is between 9% and 10% of our average price per ride (where a ride is defined as transporting one child, one way).
68	Identify your minimum trip fee and the number of miles it includes.	\$30 is the minimum trip fee for the first child in a vehicle. This includes 5 miles that the child is riding and all miles required of the driver before pickup and after drop off. Additional children are just a \$9 flat load fee with no double counting of miles.
69	Describe any quantity or volume discounts or rebate programs that you offer.	We do not have additional volume discounts beyond what is included here because we do not require commitments or revenue guarantees from school districts and/or other customers when initiating service.
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.	N/A
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.	None.
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	d. other than what the Proposer typically offers (please describe).	Our only point of comparison is individual school districts, non-profits and state agencies. (We have not previously submitted to cooperatives or state procurement offices). That said, the terms outlined in Table 11 are approximately 9-10% lower than our most common pricing levels.

**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.	Any Sourcewell-enabled contract will be labeled such with a "SWell" prefix next to the district account code.  We work with a third-party accounting and billing firm that administers all revenue/billing reports and invoices twice a month for all business activity in the previous half-month. They will be tasked with accruing administrative fees in our P&L and submitting required documentation (and payment when applicable) after each quarter.
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.	We track the following metrics with each contract:  1. Rides per day 2. On-time rate 3. Requests that take more than 24 hours to staff 4. Requests declined  In addition, we survey our customers twice a year, and each customer has the email and mobile phone of both our CEO and COO.
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.)	We propose to pay Sourcewell 1.25% of gross invoice totals. This is net of the pricing proposed in previous sections, not an addition.

**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.	We support school districts to provide high quality transportation for students that fall under McKinney Vento, are in the foster system, have special needs, and/or need transportation from or to a destination well outside their district's boundaries. To do this, we provide a thoroughly screened and trained driver, a safe and presentable vehicle, complete routing and technical support, and proactive, clear, collaborative communication across all parties (educators, administrators, guardians, and students).
80	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We serve all subcategories listed:  a. McKinney Vento; b. Special needs; c. Out-of-district; d. Trips requiring out-of-district coordination; e. Trips for offsite career readiness programs; and, f. Other types of trips that are difficult to service.

**Table 148: 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	We cannot provide wheelchair accessible vehicles or ride along aides. We are experienced and happy to help with virtually any other situation.
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	As long as the student is part of a K-12 school system.
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	We cannot provide wheelchair accessible vehicles or ride along aides. We are experienced and happy to help with virtually any other situation.

**Exceptions to Terms, Conditions, or Specifications Form**

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

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Assist Services Pricing Page.pdf - Tuesday June 27, 2023 12:24:47
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Assist Services Overview.pdf - Monday June 26, 2023 22:57:23
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - Assist Services General Draft Contract.pdf - Tuesday June 27, 2023 12:33:11
- Upload Additional Document (optional)
- [Requested Exceptions](#) - RFP\_062723\_Alternative\_Student\_Transportation\_Contract\_Template - redlined.docx - Monday June 26, 2023 22:55:51

## 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. - Jared Henderson, CEO, Assist Services, LLC

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
<b>Addendum_6_Alternative_Student_Transportation_RFP_062723</b> Thu June 15 2023 01:34 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_Alternative_Student_Transportation_RFP_062723</b> Tue June 6 2023 01:07 PM	<input checked="" type="checkbox"/>	3
<b>Addendum_4_Alternative_Student_Transportation_RFP_062723</b> Mon June 5 2023 11:39 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_Alternative_Student_Transportation_RFP_062723</b> Thu June 1 2023 04:22 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_Alternative_Student_Transportation_RFP_062723</b> Thu May 11 2023 05:14 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_Alternative_Student_Transportation_RFP_062723</b> Tue May 9 2023 04:21 PM	<input checked="" type="checkbox"/>	1