

Region 4 Education Service Center (ESC)

Contract # R190401

for

Alternative Student/Customer Transportation

with

ALC Schools, LLC

Effective: January 1, 2020

The following documents comprise the executed contract between the Region 4 Education Service Center and ALC Schools, LLC, effective January 1, 2020:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ALC Schools, LLC.

Address 905 Calle Amanecer, Ste. 360

City/State/Zip San Clemente, CA 92673

Telephone No. 866.999.3371 x777

Email Address alc@alcschools.com

Printed Name Craig Puckett

Title Chief Executive Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. R190401

Initial Contract Term January 1, 2020 to December 31, 2022


Region 4 ESC Authorized Board Member

4/23/19
Date

Faye B. Bryant
Print Name

Carmen J. Moreno
Region 4 ESC Authorized Board Member

4/23/19
Date

Carmen T. Moreno
Print Name



February 22, 2019

Region 4 Education Service Center ("ESC")
Attn: Crystal Wallace, Business Operations Specialist
7145 West Tidwell Road
Houston, TX 77092

Dear Ms. Wallace,

ALC Schools has reviewed the Request for Proposal for "**Alternative Student/Customer Transportation, RFP No. 19-04**," and respectfully submits the following response.

Servicing more than 300 districts in 18 states, ALC Schools is recognized nationally as the leader in alternative student transportation. While our focus is on providing alternative transportation, it is important to remember that this is **still** student transportation. All federal, state, and local student transportation regulations must still be complied with as well as any district specific student transportation requirements.

ALC Schools, formerly known as American Logistics Company, has worked closely with Region 4 over the years to provide a quality and reputable solution to school districts that require alternative transportation solutions to best serve their student populations.

As Region 4 looks to award a national contract, we feel ALC Schools offers a very compelling proposition that no other provider can claim. With more than 20 years' experience, ALC Schools has distinguished itself as a more than capable national student transportation company, as opposed to other vendors with a small footprint, who see this RFP as an opportunity, or "stepping stone," to try to *become* a national transportation company.

ALC Schools has extensive dispatch and routing systems, a large national provider network, and a field operations team covering 18 states. Over the past year, our service area has grown to include four new states, and we've recently opened two new state-of-the-art dispatch operations facilities to provide "follow the sun" nationwide support. We regularly onboard 60+ school district transportation programs a year and dispatch 5,500+ school trips daily. Suffice it to say, handling a large trip volume and providing exceptional service isn't out of the ordinary for ALC Schools – it's what we do any given day of the week.

With over two decades of experience, ALC Schools understands districts needs for supplemental transportation. Our transportation service model is compliant with all federal, state, and local laws in the 18 states we are currently servicing and we have a dedicated team to ensure state, local and district compliance as we continue to expand into other areas. ALC Schools has the ability to service any trip type and any size student population, giving districts the flexibility to expand and contract services based on the district's needs. However, ALC Schools' transportation model is not a rideshare or on-demand service and we do not work with independent contractors. Both of these models (rideshare companies and utilizing independent contractors) have inherent risks and should be avoided by school districts.

ALC Schools partners with established professional service providers that employ drivers for the purpose of student transportation. ALC Schools is a "boots-on-the-ground" company, providing 24-hour live dispatch and on-site field operations personnel for the districts we contract with. Over the years, the ALC Schools model, with its ability to provide customized and flexible transportation solutions, has enabled districts to be responsive to

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Phone: 866.999.3371 • www.ALCSolutions.com

the specific transportation needs of their students and families, and also to accommodate the incremental growth of their unique student populations.

At ALC Schools, our focus is on serving students with specific transportation needs. While we successfully coordinate safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. For us, no student and no circumstance is too difficult to address.

Because ALC focuses on serving students with specific transportation needs we are able to offer a level of personalized service found nowhere else, including:

- **Driver stability.** Consistency - it's important to your students and it's important to us. Our solution, which strives to provide students with the same professional driver every day, enhances communication with parents and increases the comfort level of the students. The result: students spend more days in the classroom, providing students and parents stability, familiarity, security and trust.
- **Technology.** Proprietary routing software and real-time GPS accountability provide insight into any student's location and status at all times. Knowing where students are, and when they arrived provides an additional level of comfort and safety. Our extensive reporting provides critical information such as pick-up times, arrival times, student No-Shows and cancellations.
- **Parent/guardian meeting.** Prior to students being picked up for the first time, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs. These parent/guardian meetings allow ALC Schools to cultivate relationships with students and their families. ALC Schools has also developed a **Student Transportation Guide** which provides an overview of what parents/guardians can expect from ALC Schools.

For ALC Schools inclusion is a hallmark of our transportation services. Our company's ability to handle medically fragile populations and special needs students will likely be seen as a tremendous benefit, given the IPA schools listed include colleges and institutions addressing differently abled students.

As well, nearly 50% of our dispatch team is multilingual, and ALC Schools also has the ability to provide language translation support for more than 200 languages with 99.85% language availability 24/7/365.

We stand ready to address the full range of student transportation requirements, whether that be a vehicle type, student population type, or language requirement.

In conclusion, ALC Schools offers a unique alternative student transportation solution which provides a higher level of care and customization at a significantly lower cost than traditional transportation models. We feel this proposal illustrates our commitment to the education community, and most importantly, the students we will serve.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gregg Prettyman', is written over a large, stylized, loopy signature graphic.

Gregg Prettyman

Executive Vice President, ALC Schools

gprettyman@alcshools.com

760-405-7171



RFP No. 19-04

Required Forms

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of January 1, 2020 by and between ALC Schools, LLC. ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Alternative Student/Customer Transportation ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 19-04 for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and _____ Alternative Student/Customer Transportation.

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The Contract is for a period of three (3) years. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' notice to Region 4 ESC.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

- i. This Contract

- ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
 - v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
 - vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery (If applicable). Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance (If applicable). If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products (If applicable). If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 24) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 25) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 26) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be

allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

- 27) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 28) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 29) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 30) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 31) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name ALC Schools, LLC.

Address 905 Calle Amanecer, Ste. 360

City/State/Zip San Clemente, CA 92673

Telephone No. 866.999.3371 x777

Email Address alc@alcschools.com

Printed Name Craig Puckett

Title Chief Executive Officer

Authorized signature 

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.

[illegible]

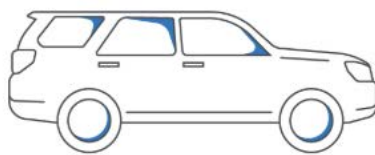


ALC Schools: Products and Pricing



ALC School's Proposed Pricing

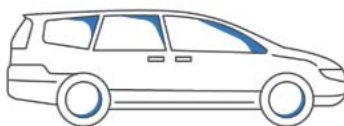
The pricing matrix below includes the associated fees for **ALL** of the following vehicle types:



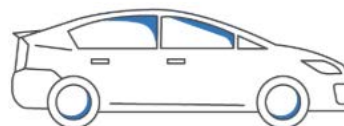
SUV



Wheelchair Accessible Van



Minivan



Sedan

Trip Items	Fees
Trip Fee (includes up to 5 students & 12 miles)	\$65.00
Per Mile Fee (billed after the first 12 miles)	\$2.50
Additional Fees (as needed/requested):	
Wheelchair Fee (per student)	\$25.00
Car Seat/Safety Vest Fee (per student)	\$5.00
Buckle Guards/Kickboards	No Charge
Wait Time Fee (per hour, billed in 15 min. increments)	\$60.00
Monitor Fee (per hour, 2-hour minimum)	\$25.00
No-Show or Late Cancel	Full Price of Trip

ALC School's trip fee *includes* the first 12 miles of the trip and up to 5 students per vehicle with no additional charge per student. Vehicle capacity is determined by student requirements and vehicle availability. Please see the pricing example on the following pages.

Definitions:

Trip: A trip is defined as a one-way transportation event with a student or monitor continually on board.

Examples include:

- Home to School:
 - Student 1: Pick-up, Student 2: Pick-Up
 - Both Student 1 & 2 dropped off at School A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at School A
 - Student 2 dropped off at School B



- School to Home:
 - Student 1: Pick-up, Student 2: Pick-up
 - Both Student 1 and 2 dropped off at Home A
 - Student 1: Pick-up, Student 2: Pick-up
 - Student 1 dropped off at Home A
 - Student 2 dropped off at Home B

The total number of trips a district is charged for is arrived at by adding together each one-way trip. The district will only be charged for miles incurred while a student or Monitor is on board the vehicle. When no student or Monitor is on board the vehicle, no mileage charges will be incurred.

Pricing Example:

12-mile trip with 1 - 5 students:

- \$65 total trip cost
 - \$65 trip fee - includes the first 12 miles and 1-5 students

20-mile trip with 1 - 5 students:

- \$85 total trip cost
 - \$65 trip fee
 - Includes the first 12 miles and 1-5 students
 - +\$20 mileage fee
 - 8 additional miles at \$2.50 per mile

Additional Fees:

Additional fees are only incurred when the district requests that we provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair-accessible vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the district to wait for a student. Billed on an hourly basis in 15-minute increments.
- **Monitor Fee:** Only incurred when the district requests that ALC Schools provide a monitor for the trip. School districts usually provide the student's monitor. When the district provides the monitor, they are not charged a "Monitor Fee." The mileage incurred while a monitor (whether provided by the contractor or the district) is onboard the vehicle without a student (transporting the monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.



Mileage Charges

Mileage charges are based on driving distance calculations from a third-party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on the fastest route, and the total is rounded up to the next whole mile. ALC Schools ("Contractor") shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the district be required to pay for mileage to a pick-up location or destination other than those authorized by the district.

Fuel Surcharges

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 30% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 30% of 20 cents, or 6 cents. The gasoline price index to be used shall be found under the category of "Central Atlantic U.S. Regular Gasoline Prices* (dollars per gallon)" on the following website:

http://www.eia.doe.gov/oil_gas/petroleum/data_publications/wrgp/mogas_home_page.html

When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the district. Routes will not be optimized more than once in a month.

If the district adds a Student to be transported, that Student may be individually transported until routes are optimized.

Invoicing

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No-Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No-Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route. A sample invoice and ALC School's confidential reporting can be found following this section.

No-Shows & Late Cancels

A No-Show occurs when no previous notice is provided to ALC Schools by the district/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hours' notice is provided to ALC Schools by the district/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.



Possible District Protocols for No-Shows:

If the driver attempts to pick-up a student on a scheduled trip in the morning, but the student is not there or not ready, then the following scenarios could apply (as determined by the district):

1. **Single Rider Trips**
 - a. If an AM single rider No-Show occurs, the district will be billed for the AM trip and the afternoon trip will remain scheduled unless ALC Schools is notified by the parent or the district to cancel the trip.
 - i. The district may set up a protocol to automatically cancel afternoon trips in the event of an AM Single Rider No-Show.
 - b. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the district will not be billed for the afternoon trip.
2. **Multiple Rider Trips**
 - a. The afternoon trip always remains scheduled.

No-Show Reports

Each morning an email is sent from ALC School's Dispatch team to the district. This email is sent by 11 AM and alerts the district of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a No-Show

The daily No-Show Report provides the district time to inform ALC Schools' Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The district is responsible for alerting ALC Schools of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

Student Removal / Student Cancellation:

Permanent Removal of Student from Route:

Permanent removal of a student from a route requires district notification/approval

- The district sends an email stating that a student needs to be removed from a route until further notice.

Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.



Cancellations/Temporary Removal:

Cancellation of a student from a route requires district notification/approval.

- A student is sick one day or will be going on vacation for a few days.

Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the district will be charged the normal trip rate.

Multi-District Billing: An Explanation

Should the district choose to share trips with a neighboring school district that is also under contract with ALC, the shared trip will be prorated and billed according to the following explanation:

Proration of Trip Fees – ALC School’s Three Step Process

1. Stand Alone District Trips:

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

a. Example:

- District A has two students who routed together cost the district \$65 (Trip 1)
- District B has a single student whose trip would cost the district \$80 (Trip 2)

2. Multi-District Trips

All of the students from the participating districts, as identified above, are combined into the most cost-effective trips, yielding new “Multi-District Trips” and subsequent trip costs.

a. Example (cont.):

- When all three students are routed together, the total trip cost is \$95

3. Proration of Costs for Multi-District Trips

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs (found in step 1) as compared to the multi-district trip costs (found in step 2).

a. Example (cont.): Total Cost of Multi-District Trip = \$95

- District A’s Percent Responsibility = $\text{Trip 1} / (\text{Trip 1} + \text{Trip 2})$

- $\$65 / (\$65 + \$80) = 44.83\%$

- $\$65 / \$145 = 44.83\%$

- District A Cost = \$42.59**

- $(44.83\% \times \$95)$

- District A Savings = \$22.41**

- District B’s Percent Responsibility = $\text{Trip 2} / (\text{Trip 1} + \text{Trip 2})$

- $\$80 / (\$65 + \$80) = 55.17\%$

- $\$80 / \$145 = 55.17\%$

- District B Cost = \$52.41**

- $(55.17\% \times \$95)$

- District B Savings = \$27.59**



No-Shows and Cancellations:

For the purpose of all Multi-District Trips, No-Shows and Cancellations are applied to each district invoice as if the student had boarded the vehicle on schedule even if district notifies ALC Schools with advanced notice of cancellation.

Invoicing

The invoice shall separate the charges by route showing number of days and total cost. A No-Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No-show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

When Routes Change or Students are Added or Removed

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the district. Routes will not be optimized more than once in a month. If the district adds a student to be transported, that student may be individually transported until routes are optimized.



Performance Capability



Exhibit A – 3.0 Supplier Response

3.1 Company Information

A Brief History of ALC Schools

ALC Schools, LLC, formerly known as American Logistics Company, LLC has been servicing school districts for nearly 20 years. As a pioneer in the alternative student transportation industry, ALC Schools has built a reputation for quality, reliability and transparency.

With nearly two decades' experience and currently contracting with more than 300 districts in 18 states, ALC Schools is recognized nationally as the leader in alternative student transportation.

Organizational Structure

ALC Schools, LLC is a Utah Limited Liability Company and currently has 430 employees in 18 states.

ALC Schools has the following organizational structure in place to assist in obtaining, maintaining, and servicing school districts across the country.

1. Business Development Team

- a. ALC Schools has 5 business development team members spread across the United States, each representative works closely with the districts transportation departments as well as each states department of education. Our business development representatives are located in California, Texas, Nebraska, Florida and Virginia.

2. Client Relations Team

- a. This team works with our existing clients to resolve high-level concerns, discuss contract related items, and provide budgetary tracking tools.

3. Field Operations Team

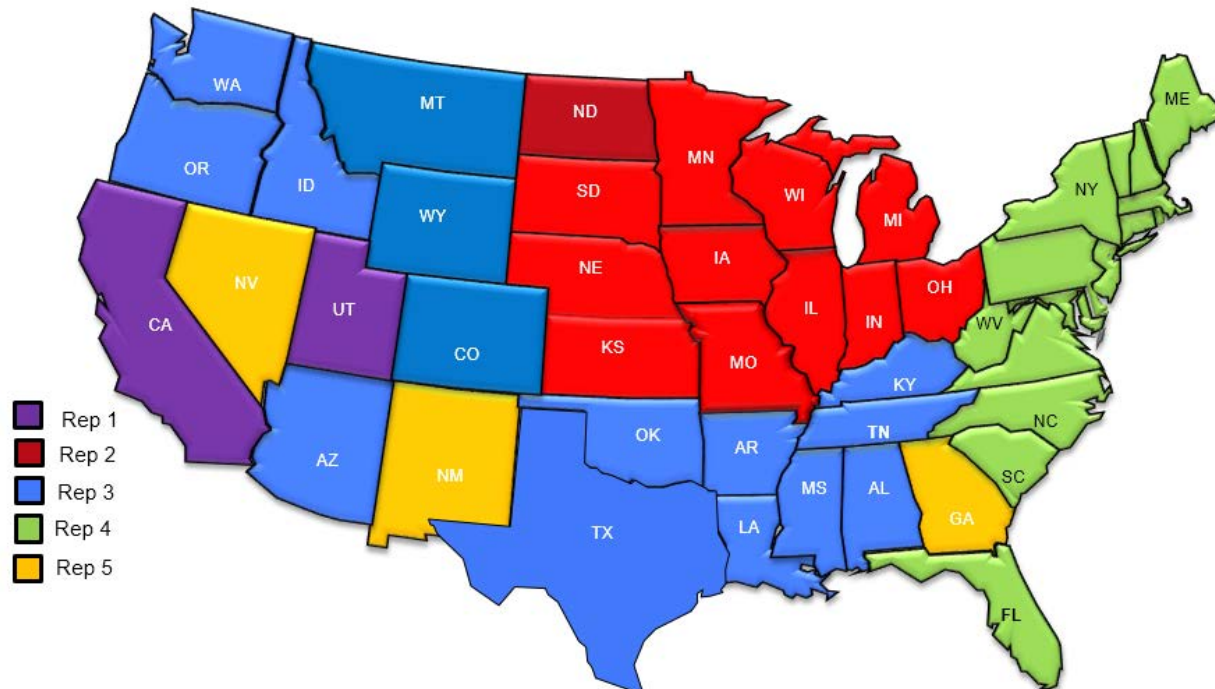
- a. Located in 25 offices across 18 states, this 60-member team works directly with our clients to ensure the success of their transportation program.

4. Dispatch and Routing Optimization Team

- a. ALC Schools' dispatch centers include a 20,000-square-foot dispatch center in St. George, Utah, with additional support from a 28,000-square-foot Tier One data center also located in St. George. ALC recently opened a second dispatch operations center in Raleigh, N.C. This 14,000-square-foot center will allow for ALC's continued growth.



2019 Sales Territories



www.alcschools.com

Headquarters:

ALC Schools, LLC
1141 West Silicon Way
St. George, UT 84770
Phone: 866.999.3371
Fax: 844.245.0299

Dun and Bradstreet No.
939225756

ALC's authorized contractual officer:

Craig Puckett, Chief Executive Officer
cpuckett@alcsolutions.com
866.999.3371 x777

Ownership Structure

Stephen Maloy, Owner 47.18%
Craig Puckett, CEO 11.43%
David Koscielak, Owner 2.35%

Executive Office:

ALC Schools, LLC
905 Calle Amanecer, Suite 360
San Clemente, CA 92673
Phone: 866.999.3371
Fax: 844.245.0299

Federal Tax ID No.
83-3242150

Primary Contact:

Gregg Prettyman, Executive Vice President
gprettyman@alcschools.com
760.405.7171

Mitchell Rouse, Owner 31.42%
Hants White, CTO 7.62%



Subcontracted transportation providers

ALC Schools subcontracts with local transportation providers and is committed to using local for-hire resources to meet the needs of its clients. Many of ALC Schools' local providers may be considered small business, minority business enterprise (MBE), disadvantaged business enterprise (DBE), and/or women business enterprise (WBE). With the assistance of Medical Mutual of Ohio staff, ALC Schools could also help educate local providers on how to become MBE, DBE, WBE certified. We not only help save jobs, we also keep money within the local community.

Statement of Integrity

ALC Schools has an impeccable reputation built on nearly two decades of providing transportation services across the country. Its management team and employees are above reproach, and within the last 10 years, none have been subject to a criminal investigation or any final non-appealable civil judgment for malfeasance, including any action or proceedings by governmental authorities. ALC Schools, as a company has not been debarred, suspended or subject to any investigation by any governmental authority within the last 10 years.

Additionally, ALC Schools is not a publicly held company nor has any of its owners/operators been convicted of a felony. ALC has not failed to comply nor defaulted contractually with any of our clients.

3.2 Distribution and Logistics

Summary of ALC Schools' Supplemental Transportation Services

ALC Schools supplements districts' existing transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting McKinney-Vento, ESE/special needs, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips. Supplementing bus service with small capacity vehicles means that districts no longer have to pay for unused capacity, and they have the flexibility to expand and contract their fleet to accommodate the ever-changing requirements of these student populations. ALC Schools accomplishes all this while reducing the cost of transportation programs by 20-30%.

For some accounts we have transported as few as 2 students per day and for others we have transported up to 1,200 students per day.

Focusing On the One

At ALC Schools, our focus is on fulfilling special transportation needs. Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

We realize that knowing the student's preference to sit on the right-side of the vehicle, for example, or to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements.

For us, no student and no circumstance is too difficult to address.



Our goal is to deliver safe, reliable and high-quality transportation for school districts and the families they serve. Because ALC Schools focuses on special transportation needs, we are able to offer a level of personalized service found nowhere else.

State/National Association Memberships

In addition to being a member of the National Association for Pupil Transportation (NAPT), ALC Schools is also a proud member of the following state associations for pupil transportation:

- California Association of School Business Officials (CASBO)
- Oregon Pupil Transportation Association
- Washington Association for Pupil Transportation
- Texas Association for Pupil Transportation
- Missouri Association for Pupil Transportation
- Pupil Transportation Association of Pennsylvania
- Virginia Association for Pupil Transportation
- North Carolina Pupil Transportation Association
- South Carolina Association for Pupil Transportation
- Florida Association for Pupil Transportation

3.3 Marketing and Sales Approach

90-Day Plan

Anticipated Award: April 23, 2019

To be completed by Tuesday, April 30, 2019 (**immediately upon award**):

- Creation and distribution of a co-branded press release to trade publications.

To be completed by Friday, May 10, 2019 (**within the first 10 days**):

- Executive leadership endorsement sent via email to ALC Schools' contact list containing over 10,000 individuals.

To be completed by Friday, July 26, 2019 (**within the first 90 days**):

- Refresh ALC Schools' national sales force on new contract details
- Announcement, contract details, and contact information updated and published on ALC Schools' website.
- Update, publish, and distribute co-branded approved marketing materials.

Throughout the lifetime of the contract:

- Attendance and participation with OMNIA Partners at national, regional, and supplier-specific trade shows.
- Attend, exhibit, and participate at the NICP Annual Forum. ALC Schools will purchase and staff booth space, and will assist in the overall promotion and marketing efforts, as directed by OMNIA Partners.



- Design and publish ads in trade publications
- Continued and ongoing marketing and promotion of the Master Agreement
- Provide a dedicated OMNIA Partners internet web-based homepage on ALC Schools' website that will include:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Principal Procurement Agency and supplier;
 - Summary of products and associated pricing;
 - Applicable marketing materials;
 - Electronic link to OMNIA Partners' website including the online registration page; and,
 - Dedicated toll-free number and email address for OMNIA Partners.

Transition & Training

Since being awarded a contract with Region 4 ESC and OMNIA Partners, each of ALC Schools' executive staff, sales representatives, and sales support staff have been trained on the use of the contract and related expectations. Our sales representatives have successfully implemented the agreement in multiple states, both with new clients and when transitioning existing clients. If awarded, we expect these seamless transitions to continue.

The following points have been, and will continue to be, included in the training provided:

- Key features of the Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of the benefits of the use of cooperative contracts

Logos

Upon award of the Master Agreement, ALC Schools' company logos will be provided to OMNIA Partners. We give permission for OMNIA Partners to reproduce these logos in marketing communications and promotions related to the Master Agreement. We further acknowledge that the use of OMNIA Partners logo requires permission for reproduction.

Direct Sales

ALC Schools will be proactive in direct sales of our services to public agencies nationwide. All leads provided and/or established by OMNIA Partners will receive timely follow up, and all related sales materials will include the OMNIA Partners logo. Related materials and initiatives will include, at a minimum:

- The Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- The best government pricing is included
- There is no cost to participate
- The contract is non-exclusive

ALC & National IPA/TCPN



ALC Awarded National Transportation Contract

ALC was awarded a national transportation contract by National IPA/TCPN's (The Cooperative Purchasing Network) governmental lead agency – Region 4 Education Service Center. This contract allows ALC to provide school districts with "Alternative Student Transportation" services. Our contract allows districts to save the costs associated with the competitive bid process, while reaping the benefits of nationally leveraged pricing, all at no cost to the district.

If your district has alternative student transportation needs in any of the following areas, ALC has a solution for you:

- McKinney-Vento
- Students with Special Needs
- Hard-to-Serve Trips
- Students Traveling Out-of-District
- Multi-District Coordination

Who is National IPA/TCPN?

National IPA/TCPN are redefining the future of cooperative purchasing. The cooperative purchasing organization is dedicated to serving public agencies and educational institutions nationwide. All cooperative agreements have been competitively solicited and publicly awarded by a public agency/governmental entity.

Cooperative purchasing means fiscally sound procurement and ensuring that school districts are getting a good value for every dollar they spend. When public entities come together to share services, they benefit from significant time and cost savings.

Did you know state laws encourage participation in cooperative purchasing to eliminate duplication of efforts? National IPA/TCPN's lead agency maintains ISO 9001:2008 certification for bid process consistency. Contracts are actively monitored through third-party compliance reviews.

How to Work With ALC through National IPA/TCPN

Procurement of ALC's alternative transportation services through National IPA/TCPN is simple.

1. If you're not sure if your district is a participant of National IPA/TCPN, contact them at 888.884.7695 or at info@nationalipa.org.
2. If your district is a participant, simply contact an ALC representative for more details on the services provided, and for pricing information.
 - a. If your district decides to contract with ALC, the district should then submit a purchase order, referencing ALC's National IPA/TCPN contract number, R141501, and stating "Per National IPA/TCPN Contract."
3. If your district is not a participant, you can visit www.tcpn.org and click on "Register." Signing up is as easy as completing a simple form and submitting it online.

ALC's Contract Info

ALC's National IPA/ TCPN Contract #: R141501

National IPA/TCPN's Due Diligence Documents:

www.ALCSolutions.com/TCPN

National IPA/TCPN Website:

www.TCPN.org

Please visit www.TCPN.org to contact your dedicated regional manager.

Order Placement: Contract terms allow POs to be sent directly to ALC and must reference "Per National IPA/TCPN Contract."



**COOPERATIVE CONTRACT
AWARDED SUPPLIER**





The RFP Process

- Research and Development of bid speculations
- Compilation of solicitation documents
- Advertisement of the solicitation both on the National IPA/TCPN website and in newspapers (including USA Today) for a minimum of two (2) weeks
- Receipt of sealed responses that are duly recorded and opened publicly
- Tabulation and evaluation of all responses
- Recommendation of vendor contract awards
- Contract awarded by a government agency serving in the lead agency role

For More Information

To learn more about ALC's partnership with National IPA/TCPN, contact ALC at (866) 999-3371 x777 or via e-mail at alc@alcsolutions.com. National IPA/TCPN Administration and Support can be reached at www.tcpn.org or at (888) 884-7695.

The ALC Difference

At ALC, our focus is on fulfilling districts' special transportation needs. Our goal is to deliver safe, reliable and high quality transportation for school districts and the families they serve.

Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

Because ALC focuses only on special transportation needs, we are able to offer a level of personalized service found nowhere else, including:

Parent/Guardian Meeting

Prior to transporting any student, an ALC representative will meet with the parent/guardian to learn more about the specific needs of the student and his or her family.

ALC understands that knowing a student's preference to sit on the right-side of the vehicle and to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements. These parent meetings allow ALC to cultivate relationships with the students and their families.

Real-Time Accountability

ALC is able to confirm the time and locations of each of the district's students' trip events. Knowing where your students are, and when they arrived, provides an additional level of comfort and safety.

Matching Each Student With The Right Vehicle

Whether it's a special needs van or sedan, ALC's solution is uniquely customized to meet the specific needs of the district's students – today – and as their needs change. ALC ensures that each vehicle best matches the students. Our model first assesses the needs of the student and then matches them with the appropriate vehicle type.

NAPT Recommended Service

As the only pupil transportation management company to be designated as a "Recommended Service" by the National Association for Pupil Transportation (NAPT), ALC is currently in a league of its own, representing a better, proven approach to student transportation.

Don't just take our word for it...ask our customers!

www.ALCSchools.com



Appendix D



Requirements for National Cooperative Contract

To be Administered by

OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- ✓ OMNIA Partners Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- OMNIA Partners Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE
- OMNIA Partners Exhibit C – MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
- OMNIA Partners Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- OMNIA Partners Exhibit E – CONTRACT SALES REPORTING TEMPLATE
- ✓ OMNIA Partners Exhibit F – FEDERAL FUNDS CERTIFICATIONS
- ✓ OMNIA Partners Exhibit G – NEW JERSEY BUSINESS COMPLIANCE
- OMNIA Partners Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

- DOC #1 Ownership Disclosure Form
- DOC #2 Non-Collusion Affidavit
- DOC #3 Affirmative Action Affidavit
- DOC #4 Political Contribution Disclosure Form
- DOC #5 Stockholder Disclosure Certification
- DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran
- DOC #7 New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

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

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: ALC Schools, LLC.

Street: 905 Calle Amanecer, Ste. 360

City, State, Zip Code: San Clemente, CA 92673

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I Craig Puckett, a partner in ALC Schools, LLC., do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____, an authorized representative of _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Steven Maloy	1A-9-11 Dorothea Down, St. Thomas, VI 00802	47.18%
Mitchell Rouse	4148 Southfork Road, Cody, WY 82414	31.42%
Craig Puckett	2402 Calle Madiesa, San Clemente, CA 92672	11.43%
Hants White	15030 Raton Road, Colorado Springs, CO 80921	7.62%
David Koscielak	2060 N. Acacia Avenue, Fullerton, CA 92831	2.35%

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

2/19/2019

Date



Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #2

NON-COLLUSION AFFIDAVIT

Company Name: ALC Schools, LLC.

Street: 905 Calle Amanecer, Ste. 360

City, State, Zip Code: San Clemente, CA 92673

State of California

County of Orange

I, Craig Puckett of
the ALC Schools, LLC. San Clemente
Name City

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

I am the CEO of the firm of
ALC Schools, LLC.
Title Company Name

the Offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said Offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

ALC Schools, LLC.
Company Name


Authorized Signature & Title

Craig Puckett, CEO

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____
My commission expires _____, 20____

see Attached

SEAL

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 19th
day of February, 2019, by Craig Puckett

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in blue ink, appearing to read "Stacey Van Winkle", written over the "Signature" line.

EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: ALC Schools, LLC.
Street: 905 Calle Amanecer, Ste. 360
City, State, Zip Code: San Clemente, CA 92673

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval


OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

- ☒ **A.** No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the
- B.** Approved Federal or New Jersey Plan – certificate enclosed

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


Craig Puckett, CEO 2/19/2019
Date

Authorized Signature and Title

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #3, continued

**P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

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

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

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

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

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

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

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

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative

Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #4 POLITICAL CONTRIBUTION DISCLOSURE FORM
Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

Doc #4,
continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

Doc #4,
continued

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

**List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

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

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM
THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-
BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☒ Partnership ☐ Corporation ☐ Sole Proprietorship


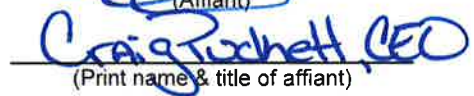
☐ Limited Partnership ☐ Limited Liability Corporation ☒ Limited Liability Partnership

☐ Subchapter S Corporation

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

Stockholders:

<p>Name: Stephen Maloy Home Address: 1A-9-11 Dorothea Down St. Thomas, VI 00802</p>	<p>Name: Mitchell Rouse Home Address: 4148 Southfork Road Cody, WY 82414</p>
<p>Name: Craig Puckett Home Address: 2402 Calle Madiesa San Clemente, CA 92672</p>	<p>Name: Hants White Home Address: 15030 Raton Road Colorado Springs, CO 80921</p>
<p>Name: David Koscielak Home Address: 2060 N. Acacia Avenue Fullerton, CA 92831</p>	<p>Name: Home Address:</p>

<p>Subscribed and sworn before me this ____ day of _____, 2____.</p> <p>(Notary Public) <i>see Attached</i></p> <p>My Commission expires:</p>	<div style="margin-bottom: 10px;"> (Affiant)</div> <div style="margin-bottom: 10px;"> (Print name & title of affiant)</div> <div>(Corporate Seal)</div>
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A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 19th
day of February, 2019, by Craig Rockett

proved to me on the basis of satisfactory evidence to be the
person(s) ~~who~~ appeared before me.



(Seal)

Signature Stacey Van Winkle

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/ Offeror: _____

PART 1: CERTIFICATION

BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.

FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____ Relationship to Bidder/Offeror _____

Description of Activities _____

Duration of Engagement _____ Anticipated Cessation Date _____

Bidder/Offeror Contact Name _____ Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Craig Puckett

Signature: _____

Title: CEO

Date: 2/19/2019

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

BUSINESS REGISTRATION APPLICATION

* NO FEE REQUIRED *

Please read instructions carefully before filling out this form
ALL SECTIONS MUST BE FULLY COMPLETEDMAIL TO:
CLIENT REGISTRATION
PO BOX 252
TRENTON, NJ 08646-0252OVERNIGHT DELIVERY:
CLIENT REGISTRATION
33 West State St 3rd FL
TRENTON, NJ 08608Hotline
(609) 292-9292

www.nj.gov/treasury/revenue/

A. Please indicate the reason for your filing this application:

☒ Original application for a new business☐ Moved previously registered business to new location (REG-C-L can be used in lieu of NJ-REG)☐ Amended application for an existing business

Reason(s) for amending application: _____

☐ Application for an additional location of an existing registered business☒ Applying for a Business Registration Certificate☐ Employer of Domestic Household Employee(s)☐ Withholding for Employee(s) residing in NJ (Not doing business or employing in NJ)B. FEIN # 833242150 OR Soc. Sec. # of Owner ☐ Check Box if "Applied for"C. Name ALC Schools, LLC

(If your business entity is a Corporation, LLC, LLP, LP or Non-Profit Organization, give entity name. IF NOT, give Name of Owner or Partners)

D. Trade Name _____

E. Business Location: (Do not use P.O. Box for Location Address)

Street 905 Calle Amanecer Ste 360City San ClementeState CAZip Code 92673

(Give 9-digit Zip)

(See instructions for providing alternate addresses)

F. Mailing Name and Address: (if different from business address)

Name American Logistics Company, LLCStreet 1492 W. Silicon Way, Ste BCity St. GeorgeState UTZip Code 84770

(Give 9-digit Zip)

G. Beginning date for this business: 01 / 01 / 2019 (see instructions)

month

day

year

O/C _____

H. Type of ownership (check one):

☐ NJ Corporation☐ Sole Proprietor☐ Partnership☐ Out-of-State Corporation☐ LLP☐ Other _____☐ Limited Partnership☒ LLC (1065 Filer)☐ LLC (1120 Filer)☐ LLC (Single Member)☐ S Corporation (You must complete page 41)I. New Jersey Business Code 2734

(see instructions)

☐ Domestic (Household Employer)

FOR OFFICIAL USE ONLY

J. County / Municipality Code

(see instructions)

K. County

(New Jersey only)

DLN

L. Will this business be SEASONAL?

☐ Yes☐ No

If YES - Circle months business will be open:

JAN FEB MAR

APR MAY JUN

JUL AUG SEPT

OCT NOV DEC

M. If an ENTITY (Item C) complete the following:

Date of Incorporation: 12 / 17 / 2018

month

day

year

State of Incorporation CAFiscal month 12NJ Business/Corp. # Is this a Subsidiary of another corporation? ☒ YES ☐ NOIf YES, give name and Federal ID# of parent: 20-4583766N. Standard Industrial Code

(If known)

O. NAICS

(If known)

P. Provide the following information for the owner, partners or responsible corporate officers. (If more space is needed, attach rider)

NAME (Last Name, First, MI)	SOCIAL SECURITY NUMBER TITLE	HOME ADDRESS (Street, City, State, Zip)	PERCENT OF OWNERSHIP
Maloy, Stephen	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	45.54%
Rouse, Mitch	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	34.43%
Pucket, Craig	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	10.58%
White, Hants	Owner	905 Calle Amanecer, Ste 360 San Clemente, CA 92673	7.05%

BE SURE TO COMPLETE NEXT PAGE

Each Question Must Be Answered Completely

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months?

☐ Yes
☒ No
- Give date of first wage or salary payment:

Month

/

Day

/

Year
- If you answered "No" to question 1.a., please be aware that if you begin paying wages you are required to notify the Client Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609)-292-9292.
- b. Give date of hiring first NJ employee:

Month

/

Day

/

Year
- c. Date cumulative gross payroll exceeds \$1,000

Month

/

Day

/

Year
- d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey?

☐ Yes
☒ No
- e. Will you be the payer of pension or annuity income to New Jersey residents?

☐ Yes
☒ No
- f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000?

☐ Yes
☒ No
- g. Is this business a PEO (Employee Leasing Company)? (If yes, see page 6)

☐ Yes
☒ No
2. Did you acquire ☐ Substantially all the assets; ☐ Trade or business; ☐ Employees; of any previous employing units?

☐ Yes
☒ No
- If answer is "No", go to question 4.

If answer is "Yes", indicate by a check whether ☐ in whole or ☐ in part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)
- Name of Acquired Unit

N.J. Employer ID

ACQUIRED

PERCENTAGE ACQUIRED

☐ Assets

☐ Trade or Business

☐ Employees

Address

Date Acquired

%

%

%
3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor employer. The transfer of the employment experience is required by law.

Are the predecessor and successor units owned or controlled by the same interests?

☐ Yes
☒ No
4. Is your employment agricultural?

☐ Yes
☒ No
5. Is your employment household?

☐ Yes
☒ No
- a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more

Month

/

Day

/

Year
6. Are you a 501(c)(3) organization?

☐ Yes
☒ No

If "Yes", to apply for sales tax exemption, obtain form REG-1E at http://www.state.nj.us/treasury/taxation/pdf/other_forms/sales/reg1e.pdf
7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year?

☐ Yes
☒ No

(See instruction sheet for explanation of FUTA) If "Yes", indicate year:
8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey?

☐ Yes
☒ No

If "Yes," please state reason. (Use additional sheets if necessary.)
- b. If exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey is claimed, does this employing unit wish to voluntarily elect to become subject to its provisions for a period of not less than two complete calendar years?

☐ Yes
☒ No
9. Type of business

☐ 1. Manufacturer
☐ 2. Service
☐ 3. Wholesale
☐ 4. Construction
☐ 5. Retail
☐ 6. Government
- Principal product or service in New Jersey only

Manage and coordinate transportation of students
- Type of Activity in New Jersey only

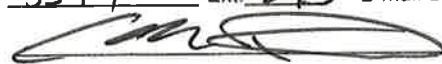
same as above
10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.

a. Do you have more than one employing facility in New Jersey

☐ Yes
☒ No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See Instructions)			No. of Workers at Each Location and/in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description	%	
No physical location in NJ					

Each Question Must Be Answered Completely

11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax? ☐ Yes ☒ No
 GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE _____
 Month / Day / Year
- b. Will you need to make exempt purchases for your inventory or to produce your product? ☐ Yes ☒ No
- c. Is your business located in (check applicable box(es)): ☐ Atlantic City ☐ Salem County
☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood
- d. Do you have more than one location in New Jersey that collects New Jersey Sales Tax? (If yes, see instructions) ☐ Yes ☒ No
- e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by mains, lines or pipes located within this State or by any other means of delivery? ☐ Yes ☒ No
12. Do you intend to sell cigarettes? ☐ Yes ☒ No
 Note: If yes, complete the REG-L form on page 45 in this booklet and return with your completed NJ-REG.
 To obtain a cigarette retail or vending machine license complete the form CM-100 on page 48.
13. a. Are you a distributor or wholesaler of tobacco products other than cigarettes? ☐ Yes ☒ No
 b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey? ☐ Yes ☒ No
14. Are you a manufacturer, wholesaler, distributor or retailer of "litter-generating products"? See instructions for retailer liability and definition of litter-generating products. ☐ Yes ☒ No
15. Are you an owner or operator of a sanitary landfill facility in New Jersey? ☐ Yes ☒ No
 IF YES, Indicate D.E.P. Facility # and type (See instructions) _____
16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? ☐ Yes ☒ No
 b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 167,043 pounds) of hazardous chemicals? ☐ Yes ☒ No
 c. Do you store petroleum products or hazardous chemicals at a public storage terminal? ☐ Yes ☒ No
 Name of terminal _____
17. a. Will you be involved with the sale petroleum products? ☐ Yes ☒ No
 Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG. You will be sent a motor fuel licence application (MFA-1) or you can download this application at www.state.nj.us/treasury/taxation/prntmf.shtml
 b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey? ☐ Yes ☒ No
 c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? ☒ Yes ☐ No
18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? ☐ Yes ☒ No
19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight? ☐ Yes ☒ No
20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? ☐ Yes ☒ No
21. Will this business be operating in the Sports and Entertainment District of Millville NJ? ☐ Yes ☒ No
 If yes, will the business be engaged in obtaining gross receipts from any of the following (Circle all that apply if "Yes")
 a. Sales, rental or leases of tangible personal property b. Sales of food & drink? c. Charges of admission d. Rental charges for hotel occupancies?
22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? ☐ Yes ☒ No
23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? ☐ Yes ☒ No
 (See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey, page 5.)
 Type of Business _____
24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? ☐ Yes ☒ No
25. Contact Information: Person Annie Le Title: Controller
 Daytime Phone: (866) 999-3371 Ext. 295 E-mail address: _____
 Signature of Owner, Partner or Officer: 
 Title CFO Date: 2/22/19

NO FEE IS REQUIRED TO FILE THIS FORM

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - STOP HERE -
 IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 29

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU MUST CONTINUE ANSWERING APPLICABLE QUESTIONS ON PAGES 23 AND 24



Our Management Team

ALC Schools is a unique organization run by highly competent and skilled individuals with significant knowledge, experience, and expertise in their respective fields and functions.

From our founders who have more than 50 years' experience and knowledge gained from ownership and operation of transportation companies across the United States, to the critical daily contributions of our driver partners and dispatch personnel, ALC Schools is an energetic and dedicated organization with a strong foundation and an unlimited capacity for growth.

Craig Puckett

Chief Executive Officer

Craig's family has been in the transportation business for many years. Prior to joining ALC, Craig served as vice president of Taxi Systems Inc., a taxi services company that owns and manages more than 1,200 taxi cabs in the Los Angeles area. In 2002, Craig became vice president, where he was responsible for developing the operational systems that propelled the company to new heights as a successful transportation service provider, focused on serving senior populations.

Craig also pioneered the development of the proprietary GPS, computer dispatch software and Intelligent Transportation Systems (ITS) that today provide the foundation for ALC Schools' Coordinated Transportation Model, a business model that reduces costs and improves service levels through a coordinate fleet of dedicated and non-dedicated vehicles. Craig is a former member of the board of directors of TPAC (Taxicab Paratransit Association of California).

Craig serves as a volunteer with Boy Scouts of America, and is a venture crew leader in the Orange County Council. In 2009, he was awarded "Venture Leader of the Year." He holds a bachelor degree from Brigham Young University, and is fluent in Japanese, having spent two years living abroad in Japan.

Executive Support

Below is an organizational chart showing the staffing and lines of authority for key personnel.

Gregg Prettyman, Executive Vice President

gprettyman@alcschools.com

ALC Schools | Office: 866.999.3371 x261 | Cell: 760.405.7171

Megan Carey, Vice President, Business Development (Sales)

mcarey@alcschools.com

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Abigail (Abi) Studer, Marketing and Sales Support

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Dave Saunders, Vice President, Field Operations

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Brad Muirbrook, Vice President, Client Relations

bmuirbrook@alcschools.com

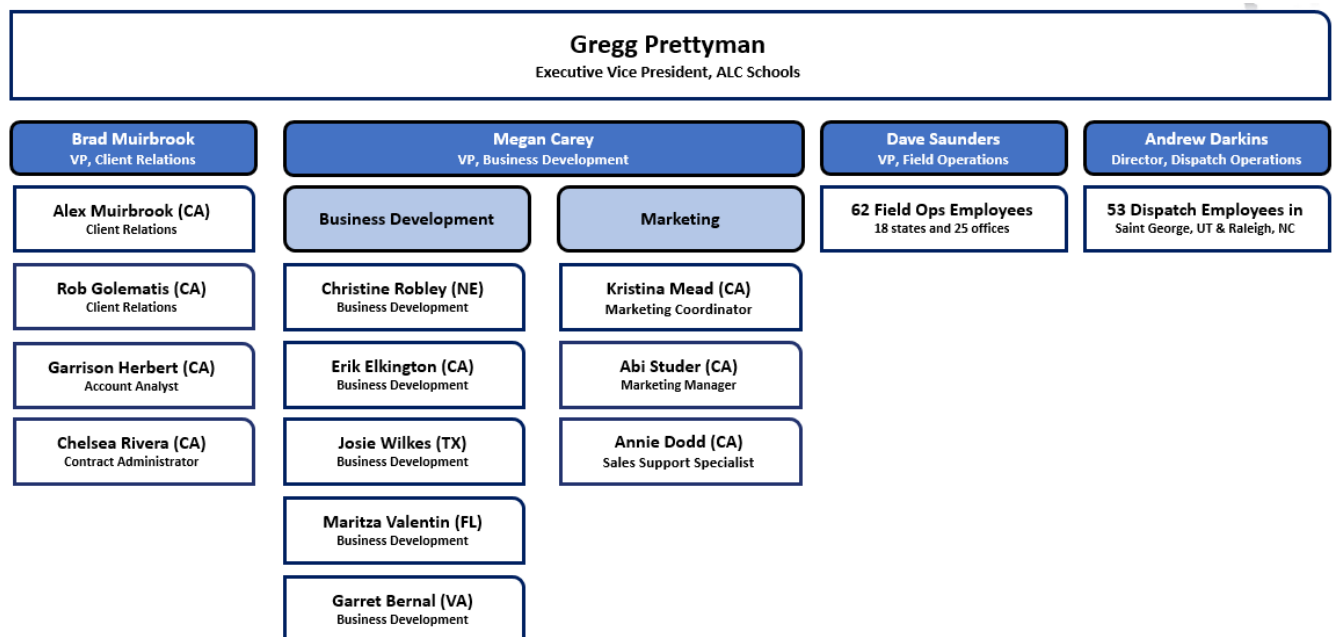
ALC Schools | Office: 866.999.3371 x270 | Cell: 949.632.3490

Andrew Darkins, Director, Dispatch Operations

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ALC Schools Organizational Chart



Financial Reporting

Curtis Douglas, Chief Financial Officer

cdouglas@alcsolutions.com

Office: 866.999.3371 x209

Annie Le, Controller

ale@alcsolutions.com

Office: 866.999.3371 x275

Annie is the controller for ALC Schools and oversees all aspects of client/customer invoicing, as well as accounts payable.

Stacey Van Winkle, Procurement and Contracting

svanwinkle@alcsolutions.com

Office: 866.999.3371 x264



Customer Service

At ALC Schools, our customers are students with special transportation needs. As such, it is critical that we as a company do everything we can to ensure they receive the best possible service. A quality transportation experience on the way to school each day helps set the tone for the rest of the day.

That is why ALC Schools has a dedicated customer service team that works in conjunction with the local field coordinators. School districts don't tend to have formalized grievance processes; instead, they tend to reach out directly to their local primary contact. To ensure we are tracking and resolving those concerns, the local contact is required to report those grievances directly to ALC Schools' customer service team. That team then tracks those cases and records them in our client management tool. In addition to tracking the cases, our customer service team is also available to help the local contact with:

- Putting together trip details.
- Researching the issue.
- Finding the appropriate course of action that will prevent the issue going forward.

In addition to managing grievances, our customer service team also:

- Monitors accidents and incidents to ensure all details are collected and tracked in our system.
 - Ensures clients are provided appropriate information.
- Assists upset passengers and parents in real time, so as to prevent grievances when possible.
- Helps to ensure our dispatch staff, account managers, and clients all have the same expectations of service.
- Works with dispatch managers, and field managers to proactively identify and resolve potential client relations concerns.

Invoicing

ALC Schools (Contractor) shall invoice the District for the provision of the Services on a monthly basis and shall be paid therefore within thirty (30) days after the District's receipt of Contractor's invoice for the provision of the Services for the relevant month. ALC Schools invoices shall contain confidential reports with detailed charges by route, number of days and total cost. A No-Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No-Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

Contract Implementation/Customer Transition Plan

ALC Schools conducts five to seven new student transportation start-ups per month. One of ALC Schools' greatest strengths is our team's extensive experience with alternative transportation. We leverage our unique knowledge and resources to ensure successful new contract implementation as well as transitions from other providers. We have an impressive track record of smooth and orderly transitions because we are committed to delivering the dependability and quality of service districts expect and deserve.



From the moment we identify a potential new client, the team that will service that client begins to be assembled. Once selected, schedulers, dispatchers and customer service agents are provided with enhanced geographic and client-specific training.

ALC believes in a worry-free transition for our clients; we provide a planned and organized process, a quick and streamlined implementation, and robust reporting with measurable results. Each start-up and transition is unique, and we do not take for granted the individual needs of our customers, the students and their parents/guardians.

As part of the transition process, new customers can expect:

- A kick-off call including each member of ALC Schools' dedicated team
 - Routing, Dispatch, Field Operations and Client Relations
- Custom contact information including both a customized toll-free number and email address
- Copies of our Parent Booklet for use in communicating our services with related parents/guardians
- ALC parent call-downs to validate the student data and provide each parent the opportunity to meet with their child's driver and ALC Schools' dedicated field operations team member
- Templates of district branded letters to the parents introducing ALC

Five Year Safety Record

	2014	2015	2016	2017	2018
Number of School Trips	304,471	355,928	529,899	701,655	809,070
School Miles Traveled	4,292,595.81	4,828,296.27	7,245,577.02	9,327,837.07	11,470,216.18
Total Number of Accidents	42	40	61	65	75
Accidents per 1,000 mi. traveled	0.01	0.01	0.01	0.01	0.01

Reporting

ALC Schools provides each district with the following monthly reports:

- Daily AM/PM student No-Show Report
 - This report lets the district know which students did not show up for transportation
- Monthly detailed trip reports that contain the following information:
 - Student name, route information and other students on that route
 - Number of trips – total, per day and per student
 - Mileage for each trip and pro-rated mileage per student
 - Dates of service for each student
 - Pricing changes due to removal or addition of routes/students

The following documents provide an example of the monthly reports we provide to the districts we service.



Emergency Orders

ALC Schools interprets the term “emergency orders” to be urgent/immediate requests for alternative student transportation. Because of our model we are uniquely qualified to respond to last-second, night-before or even day-of requests. For example, if a student gets sick at school and needs to leave early, ALC Schools is able to fulfill this type of request.

Financial Data

ALC Schools has significant experience in managing transportation solutions for school districts. ALC Schools contracts with more than 300 school districts in 18 states.

Following this section, please see ALC Schools’ latest annual financial statement, as well as our consolidated income statement as of November 2018.

ALC Chief Financial Officer

Curtis Douglas, Chief Financial Officer

cdouglas@alcsolutions.com

866.999.3371 x777

Web Link

www.alcschools.com



Qualification and Experience



Qualifications and Experience

ALC was formed in January 2007, but our roots in the industry date back over 50 years.

ALC Schools has been transporting students under the name American Logistics Company (ALC) up until October of 2018 and also as Call Oscar (ALC's predecessor) since September 2003 and with ASC (Call Oscar's predecessor) since August of 1998. Both Call Oscar and ASC were companies that provided transportation in California only.

Today, ALC Schools is recognized nationally as the leader in student transportation, with more than 300 clients in 18 different states.

Who We Are

At ALC Schools, our focus is on fulfilling districts' special transportation needs. Every day we coordinate trips for thousands of students, yet we never lose sight of the importance of each student's individual and unique circumstances.

We realize that knowing the student's preference to sit on the right-side of the vehicle, for example, or to be accompanied by a favorite stuffed animal is just as important, in many cases, as understanding their physical requirements.

For us, no student and no circumstance is too difficult to address.

Our goal is to provide safe, reliable and high-quality transportation for school districts and the families they serve. Because ALC focuses on special transportation needs, we are able to offer a level of personalized service found nowhere else.

Who We Serve

For nearly two decades, ALC Schools has been coordinating the special transportation needs of districts across the country.

Whether assisting districts with their McKinney-Vento program, their hardest to serve trips, or their special needs students, ALC Schools provides a scalable solution that can expand or contract to accommodate these ever-changing populations.

If a district has special transportation needs in any of the following areas, ALC Schools has a solution for them:

- McKinney-Vento / homeless students
- Special Needs / ESE students
- ESSA / foster students
- Hard-to-Serve Trips
- Students Traveling Out-of-District
- Multi-District Coordination



How We Do It

ALC Schools' Student Transportation Model meets districts' special transportation needs by coordinating a combination of SUVs, minivans, wheelchair-accessible vans, and sedans to transport McKinney-Vento, special needs, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

By matching the right vehicle with the right trip, districts no longer have to pay for unused capacity. This model also gives districts the ability to expand and contract their fleet to accommodate the ever-changing requirements of these student populations.

Reduced Costs

Today, every dollar counts - especially education dollars. In the budget-strained field of school transportation, the ALC Schools Student Transportation Model allows us to make and verify an exceptionally unique claim: reduced costs and improved service levels.

In fact, we can save school districts an average of 20-30%, while never losing sight of each student's individual needs and unique circumstances. This is a claim we can prove and one that is hard to ignore.

Why We Are Different

Because ALC focuses only on special transportation needs, we are able to offer a level of personalized service found nowhere else, including:

Parent/Guardian Meeting

Prior to transporting any student, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs.

These parent/guardian meetings allow us to cultivate relationships with the students and their families.

Driven By Compassion - Same Driver Every Day

Consistency - it's important to the students and it's important to us. Our solution, which offers the same driver every day, enhances communication with parents and increases the comfort level of the students.

Because we not only match the vehicle, but also the driver with the individual needs of the child, drivers view their role as having made a commitment to serving "their" students each and every day. The result: students spend more days in the classroom, providing them and their parents stability, familiarity, security and trust.

Real-time Accountability

ALC Schools is able to confirm the time and locations of each students' trip events. Knowing where students are, and when they arrived, provides an additional level of comfort and safety.

Matching Each Student With The Right Vehicle

ALC Schools' solution is uniquely customized to meet the specific needs of the districts' students - today - and as their needs change. We ensure that each vehicle best matches the student's needs, including any requirements listed on their IEP. Factors such as seating arrangements, wheelchair accessibility, additional equipment needs, and the possible need for a nurse/monitor, are all considered in identifying the appropriate vehicle for students.



Drivers - Not Just Anyone Will Do

ALC Schools works with established, professional local transportation providers. Over the years, we've developed a network of transportation service providers that serve our clients nationwide.

We understand that when it comes to serving children with special transportation needs, not just anyone will do. That's why we take great care to make sure that anyone transporting students is fully trained and capable of addressing the student's unique challenges; and is compassionate and respectful of the children and families they serve.



We employ rigorous recruiting criteria; ALC Schools' vetting process separates out those drivers who are not only technically qualified to provide the needed service, but also further filters out those drivers who do not meet the "customer service oriented" requirements that make our subcontractor drivers ideally suited for special needs school transportation. All subcontractors' drivers undergo extensive background checks and are enrolled in a drug screening program.

All of our selected subcontractors' drivers carry a mobile data device (MDD) which includes GPS tracking, allowing ALC Schools to locate and monitor the vehicles and provide accurate customer service and minimize anxiety and downtime.

Our routing produces cost efficiencies, making ALC Schools' transport requests very desirable. This creates a large pool of potential providers enabling us to be very selective about the providers we work with.

Driver Requirements

What matters most to ALC Schools is the safety of your students. That's why any driver providing service has confirmed that they are fully qualified and have met the following criteria:

- Valid driver's license appropriate for the vehicle being driven
- Valid registration and insurance required for the vehicle
- Ongoing DMV record review for an indication of safety and driving habits
- Criminal background check
- Must test negative on alcohol/drug screening
- Completed detailed Contractor/Driver Information Form and in-person meeting and review
- TB testing, as required by state law
- Meets all school district requirements
- Meets other state specific requirements



Any driver that is being considered to provide services to ALC Schools must first undergo an extensive background check and be enrolled in an ongoing drug consortium program. Each driver new to the program is thoroughly screened and vetted to ensure that they are compliant with state and local regulations.

Drivers are subject to DMV record screening, as well as Department of Justice (DOJ), FBI and Sex Offender Registry, and finger printing, as required by state law. We take these measures very seriously, to ensure driver qualifications and safety.

Driver Training: PASS Basic Training

The PASS Basic program consists of 6 modules and includes comprehensive training on the assistance that drivers should provide to passengers with special needs. It is based on The Community Transportation Association (CTAA) Passenger Service and Safety (PASS) driver and trainer certification program that has successfully trained and certified over 25,000 drivers and instructors. The Community Transportation Association is a national nonprofit membership organization representing public and private transportation providers and is a recognized leader in the field of transit education, training and information. This training program is regarded as an industry standard.

Passenger Service and Safety PASS Basic training program subject areas include:

- Customer Service, Communication and Stress Management
- Americans with Disabilities Act
- Service Animals
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders
- Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis)
- Wheelchairs
- Emergency and Evacuation Procedures
- Driver / Passenger Sexual Improprieties

ALC Schools confirms that all subcontractor drivers, per the request of the district, are trained to work with special needs students, and our subcontracted fleet contains vehicles that are wheelchair-accessible and able accommodate other non-ambulatory needs. Our extensive experience has shown that transporting passengers with cognitive and physical challenges to and from school sometimes requires adaptive or assistive equipment and accommodations, and we can accommodate these requirements.

We use proprietary technology to monitor DMV records and other required licenses, certifications, insurances and permits to make sure they are always current. ALC Schools maintains all driver records in our CRM System – the “nerve center” of all our operations. The operator’s records are updated both physically and digitally whenever a change in status occurs.

Records that are stored include but are not limited to:

- Background check



- Drug consortium enrollment and monitoring of results
- Insurance certificates
- Driver's license and permit
- DMV Pull Notice
- Company permit
- Certifications of training and re-training

Moral Character

ALC Schools recognizes that, for the protection of pupils, drivers and other employees who have contact with the pupils and their families must be of stable personality and high moral character. As such, we confirm that all drivers and personnel meet these qualifications. We will not allow any person to drive whose conduct might in any way expose a child to any impropriety of work or conduct, nor shall we allow any person to drive who we know or have reason to know, is not in a condition of mental and emotional stability.

Evaluation

ALC Schools contracts with local transportation service providers who employ drivers for the purpose of transporting students. If at any time a driver's behavior suggests a deficiency in training or understanding of proper vehicle handling, that driver is removed from active service until such a time as the service provider can demonstrate that the driver has been re-trained. While rare, if a circumstance arises where there are excessive complaints about a driver, or at the request of the district, a driver can be permanently removed from providing services to the district.

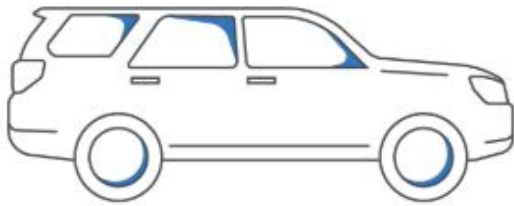
Vehicles

ALC Schools' transportation solution uses local transportation providers to transport students. This allows us the flexibility to use the types of vehicles needed to meet the specific transportation requirements of all students, including those with special needs.

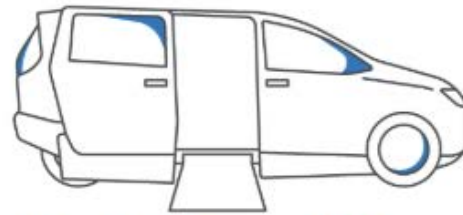
ALC Schools has a network of over 500 transportation providers and 3,700 vehicles across the country.

We will subcontract with as many drivers as needed to service our clients, and will have more than enough on standby in case of an emergency. Vehicles vary in capacity from three to six passengers.

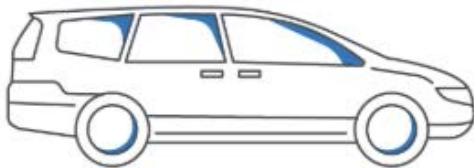
Depending on the needs of the district and student, students may be transported in any one of the following vehicle types:



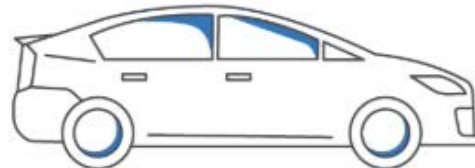
SUV



Wheelchair Accessible Van



Minivan



Sedan

Because we use a combination of SUVs, minivans, wheelchair-accessible vans, and sedans to transport students, we are able to customize a district's fleet to meet their students' needs. Each school district is different and each student has unique needs. Our solution is customizable to meet those demands.

ALC Schools confirms that vehicles used to transport students comply with the following as required by state law or by the district:

- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Vehicles are safe, well maintained and clean
- Vehicles have an operating heating/air conditioning system
- Meets all state and district specific requirements

To promote efficiency and reduce drive time, our proprietary routing and optimization software uses real-time route optimization algorithms to maximize route productivity and vehicle utilization. Once the routes have been analyzed, reviewed and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

Equipment Requirements

ALC Schools confirms that all vehicles used to transport pupils are furnished with a seat belt for each passenger and driver, and that vehicles include the necessary car seats, restraints and safety vests needed for the transportation of passengers. ALC confirms that all subcontractor drivers are qualified to



work with special needs students, that their fleet contains vehicles that are wheelchair-accessible, and that they are able to accommodate other non-ambulatory needs, including respirators and other breathing devices managed by the rider or nurse/monitor, when necessary. We also confirm that the subcontractor drivers are qualified to use the necessary equipment for the student(s) they transport, and provide for the welfare and safety of students at all times.

Monitors, Personal Care Attendants and Service Animals

Per ADA requirements, passengers are allowed to travel with a guide dog or other acceptable service animal, trained to help with their functional limitations. Also, Personal Care Attendants or monitors are permitted to ride with students when necessary.

Vehicle Certification and Permits

All subcontracted drivers are required by contract to abide by all relevant laws, rules and regulations pertaining to the vehicle operated and the type of service provided; including all required permits and licensure. Such documentation is verified by our Data Integrity Group prior to a driver being approved for transportation of district students.

Vehicle Inspections, Mechanical Conditions and Appearance Standards

In the event that a vehicle is determined to not meet the required standards, the vehicle is removed from service until such a time as the provider brings the vehicle into compliance. Due to the flexibility of our service delivery model, back up vehicles are at the ready to replace a vehicle that has been removed from service for any reason on a temporary or permanent basis.

Because ALC Schools uses service providers, there are no maintenance facilities. Service providers are required to maintain their vehicles in accordance with state and federal law and the manufacturer's recommendations. All maintenance of vehicles is the responsibility of the service provider.

Inspection reports are available to clients upon request.

Following this section, please see sample inspection report.



Driver Name/Subcontractor Name		Plate #	
MDD#		Fuel Type	CN - DF - HG - GA - LP
Make/Model/Year		Mileage	
Reason for Inspection (circle one)	Preliminary - Quarterly - Random Incident - Accident - Complaint	VIN#	

Exterior Front	Pass	Fail
Headlights High/Low Beam		
Turn Signals		
Horn		
Wipers		
Exterior Rear		
Turn Signals		
Tail Lights		
Break Lights		
Emergency Flashers		
License Plate Light		
Reverse Lights		
Muffler		
Exterior General		
Windshield & Windows No Cracks		
Side Mirrors		
Tire Tread		
Body Damage		
TCP/CAB/NEMT Markings (Circle One)		

Interior	Pass	Fail
Heater		
AC		
Defroster		
Rear View Mirror		
Dome Light		
Seat Condition		
Carpet Condition		
Gen. Appearance/Cleanliness		
Steering Play		
Break Pedal Resistance		
Emergency Break Check		
Seat Belts		
Door Locks and Handles		
Emergency Equipment		
Instrument Panel		

Capacity	
WC	
Ambi	
<input type="checkbox"/> Standard WC <input type="checkbox"/> Oversized WC <input type="checkbox"/> Scooter <input type="checkbox"/> Car Seat <input type="checkbox"/> Harness <input type="checkbox"/> Sedan	

Accessibility Equip	
<input type="checkbox"/> Ramp	
Length:	
Width:	
<input type="checkbox"/> Lift	

* Rails will not be adequate to authorize vehicle as a ramp equipped vehicle

WC Securement	Pass	Fail
Proper Straps (7 Point)		
4 Floor		
2 Waist		
1 Shoulder		
Hands-on Testing of Equipment		
Ramp Equipment		
Side or Back (Circle One)		
Ramp Touches Floor When Open		
Ramp Straight Not Bent		
Safety Cable		
Safety Tape on Ramp		
Safety Tape on Ramp Door		

Lift Equipment	Pass	Fail
Lift Operational		
Stop Switch Operational		
Verify Manual Crank		
Safety Strap		
Safety Tape on Lift		
Level During Lift Operation		
No Loud Noises		
Reason For Inspection		
Preliminary		
Quarterly		
Complaint/Accident/Incident		
Random		

** Fill appropriate
Equipment Checks
below if Accessibility
Equipment present.*

Inspected By (Printed):

Date Inspected:[illegible]



Preventive Maintenance Standards

ALC Schools confirms that all vehicles are maintained according to manufacturer specifications. In the event that a vehicle is determined to not meet the required standards, the vehicle is removed from service until such a time as the provider brings the vehicle into compliance. Due to the flexibility of ALC's service delivery model, back up vehicles are at the ready to replace a vehicle that has been removed from service for any reason on a temporary or permanent basis.

Furthermore, any vehicle or driver failing to meet inspection criteria is documented. For any egregious defect, the vehicle and driver may be removed from service or removed from the program. The driver must rectify the issue before a follow up inspection can be completed for that driver/vehicle to resume service.

Data Integrity Group (DIG)

The ALC Schools Data Integrity Group (DIG) is responsible for provider and fleet credentialing, and maintaining fleet and driver compliance with all federal, state, local, laws and statutes as well as school district requirements.

The Data Integrity Group consists of six data analysts and is led by Cody Willits, a 13-year veteran of ALC, who holds a bachelor's in Business Management with a focus in Management Information Systems (MIS).

DIG leverages a combination of the latest technology systems and personnel (data integrity analysts) to ensure all documentation and certification is current and all requirements met -- without compromise.

DIG maintains and monitors documents and certifications for the following:

- District and Client Contract Requirements – requirements that must be fulfilled for eligibility to serve a specific district. These may include things such as district-specific training related to a specific population type being served, CPR certification, first aid training, specific background check requirements above and beyond ALC Schools benchmark.
- State and Local Area Requirements – specific state and local area requirements that must be fulfilled by each contracting entity for operation in the designated area. These include local statutes, city/county license requirements, and other requirements such as California vehicle smog checks and Colorado inclement weather driver training.
- ALC Schools Requirements – these are our required standards and certifications for all drivers, including enrollment and participation in ongoing drug consortium testing.
- Driver and Vehicle Records – driver's license, insurance coverage verifications, vehicle registration, etc.

During the process of onboarding a new driver and vehicle, no less than two data integrity analysts review the documents and verify data integrity.



It should be noted that while it is one thing to onboard all required certifications and documentation upon program start up, it is quite another to have in place the requisite systems and processes to ensure the ongoing monitoring of all these certifications and requirements.

This ongoing monitoring process however, is absolutely vital to ensure that only drivers who are in compliance/conformance with all necessary requirements are eligible to be dispatched and service district trips.

Advance notice of expirations keeps drivers and the ALC Schools Field Operations Team apprised in a “no surprises” manner -- giving drivers the opportunity to recertify or renew certifications before they expire and drivers become ineligible. This proactive approach keeps drivers on the road and prevents service disruption, while also ensuring confidence that anyone transporting students is fully certified and compliant with all requirements.

Similar to the Apple Genius Bar, the Data Integrity Group also provides “help desk” support to find solutions to problems concerning drivers’ ability to use ALC Schools’ platforms and acts as the liaison to communicate technical issues to the ALC Schools IT department. This helps speed resolution to avoid transportation disruptions. Support areas include:

- Initial Installation and Login of App
- Application Error
- Driver Ineligible

Following this section, please see additional details for ALC Schools Data Integrity Group.

The banner features the ALC logo at the top left, with the text 'STUDENT TRANSPORTATION SOLUTIONS' below it. A horizontal line separates the logo from the main title. The main title 'Data Integrity Group' is in a large, bold, black font. Below it, the subtitle 'Contract Entity Vetting, Setup, and Data Entry into ALC Systems and Platforms.' is in a smaller, regular black font. At the bottom left, there are four small icons of different types of vehicles: a minivan, a van, a pickup truck, and a sedan. Below these icons is the text 'THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION'. The background of the banner is a light, abstract image of a person's arm and hand, and a solid blue vertical bar is on the right side.

ALCTM
STUDENT TRANSPORTATION SOLUTIONS

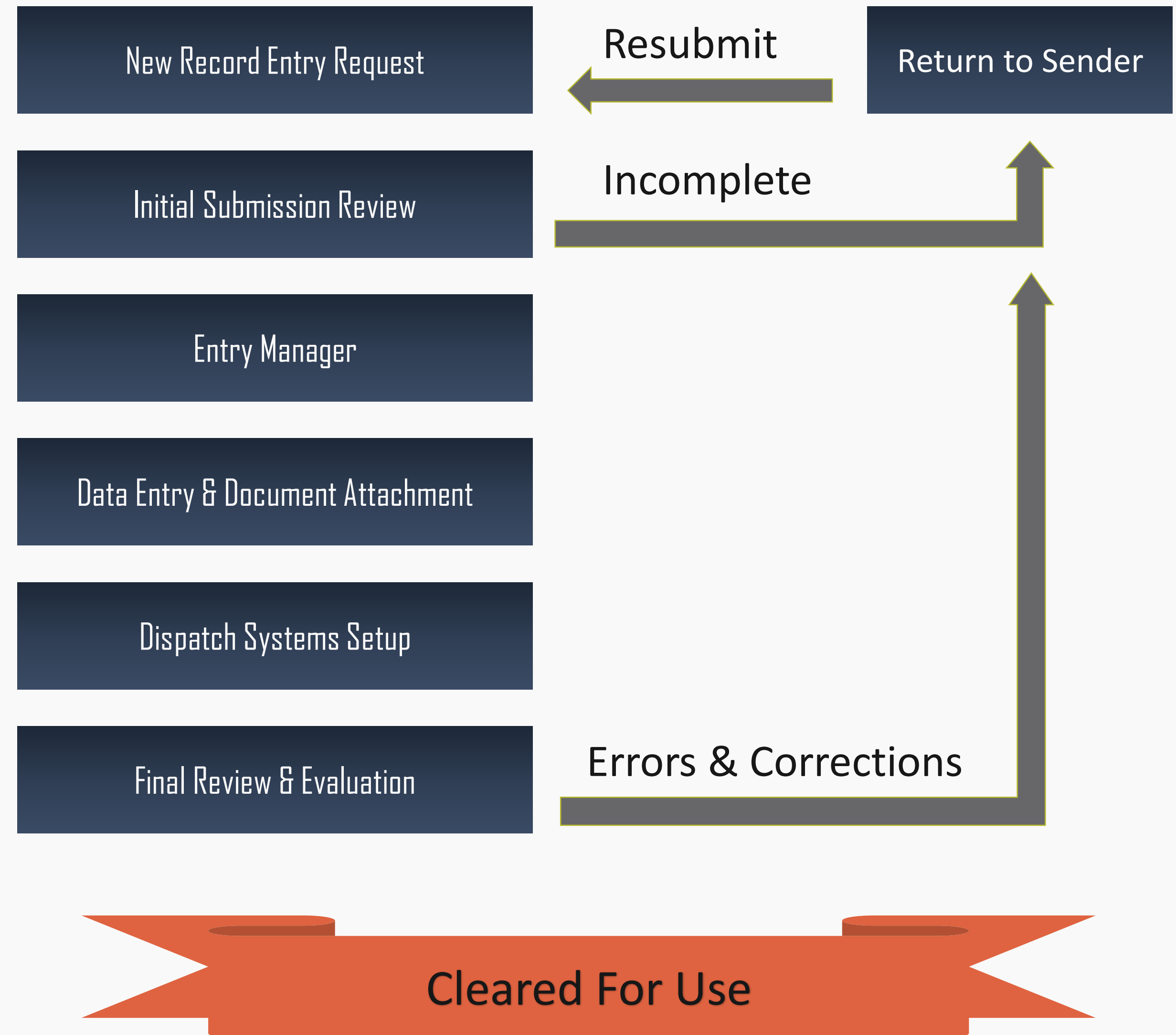
Data Integrity Group

Contract Entity Vetting, Setup, and Data Entry into ALC Systems and Platforms.

THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION

New Record Request Entry Process

- During the process no less than two Data Integrity agents review the documents and verify the data entry.
- Entry Manager:
 - Dictate Priority status
 - Assign Task
 - Track progress



Clearance Levels

- All records must meet document requirements for eligibility. Basic eligibility and baseline entry requires at minimum ALC requirements.
- Only drivers that meet client contract requirements for a client are eligible to be dispatched and routed to client trips.

ALC Requirements

Dispatch Area Requirements

Client Contract Requirements

Cleared Requirements Summary

ALC Cleared	<input type="radio"/> No <input checked="" type="radio"/> Yes	Vehicle Cleared	<input type="radio"/> No <input checked="" type="radio"/> Yes	
ST - School Trips	<input checked="" type="radio"/> No <input type="radio"/> Yes	Government Trips	<input type="radio"/> No <input checked="" type="radio"/> Yes	Medical Trips <input type="radio"/> No <input checked="" type="radio"/> Yes

Client Contract Requirements

- Name Example: "CPR" Training
- Company: Clients Name
- Type: Driver or Vehicle
- Trip Type: Vertical of Operations (School)
- If Required = "Yes" then must be fulfilled for eligibility
- Update Interval: How often document needs to be renewed to remain eligible.

Each requirement then requires a document attached and recorded to be cleared and contracting entity cleared for use in ALC systems.

The screenshot shows a web browser window titled "Company Doc: New - Internet Explorer". The page has a blue header with "Company Doc: New" and "Information" tabs. A left sidebar contains a "Details:" section with links for "Information", "Workflows", "Driver Cleared Docs", and "Vehicle Cleared Docs". The main content area is divided into two sections: "General" and "Audit Info".

General Section:

- Name ***: Text input field.
- Type ***: Dropdown menu.
- Required**: Radio buttons for "No" (selected) and "Yes".
- Description**: Large text area.
- Company ***: Text input field with a search icon.
- Trip Type ***: Dropdown menu.
- Update Interval**: Dropdown menu.

Audit Info Section:

- Created By**: Text input field with a search icon.
- Created On**: Text input field with a calendar icon.
- Authority From**: Text input field.
- Owner ***: Text input field with a search icon, showing "Cody Willits" as a selected user.

At the bottom left, a status bar indicates "Status: New". At the bottom right, a zoom level of "125%" is shown.

Dispatch Area Requirements

The same format as client contract requirements with the following exception:

Dispatch Area:

- Each contracting entity and client are assigned to a dispatch area's.
- Dispatch area requirements are required to be fulfilled by each contracting entity in order to operate in the area designated.
- If a Dispatch Area Requirement meets Client Contract Requirement (CCR) the CCR does not need to be created.

The screenshot shows a web application interface for creating a new Dispatch Doc. The browser window is titled "Dispatch Doc: New - Internet Explorer". The application has a blue header with "Dispatch Doc: New" and "Information" tabs. A left sidebar contains a "Details:" section with links to "Information", "Workflows", "Driver Cleared Docs", and "Vehicle Cleared Docs". The main content area is divided into two sections: "General" and "Audit Info".

General

Name *	<input type="text"/>	Dispatch Area *	<input type="text"/>
Type *	<input type="text"/>	Trip Type *	<input type="text"/>
Required	<input type="checkbox"/>	Update Interval	<input type="text"/>
Description	<input type="text"/>		

Audit Info

Created On	<input type="text"/>	Created By	<input type="text"/>
Authority From	<input type="text"/>	Owner *	<input type="text"/>

Status: New

ALC Requirements

- These are document requirements for all ALC Contracting Entities and are the baseline for entry into ALC systems and platforms.
- If an ALC Requirement meets Client Contract Requirement (CCR) and / or Dispatch Area Requirement (DAR) then the CCR and/or DAR does not need to be created / duplicated.

The screenshot shows a web browser window titled "ALC Doc: New - Internet Explorer". The browser's address bar and toolbar are visible at the top. The main content area displays the "ALC Doc: New" form, which is divided into two tabs: "General" (selected) and "Notes".

Details:

- Information** (selected)
- Activities
- History
- Workflows
- Driver Cleared Docs
- Vehicle Cleared Docs

General Tab:

- Name ***: Text input field.
- Type ***: Dropdown menu.
- Description**: Large text area.
- Audit Info**:
 - Created By**: Text input field with a user icon.
 - Authority From**: Text input field.
 - Created On**: Date/time picker.
 - Owner ***: User selection dropdown showing "Cody Willits".
- Required**: Checkmark box.
- Trip Type ***: Dropdown menu.
- Update Interval**: Dropdown menu.

Status: New

The bottom right corner of the browser window shows a zoom level of 125%.

Driver Record

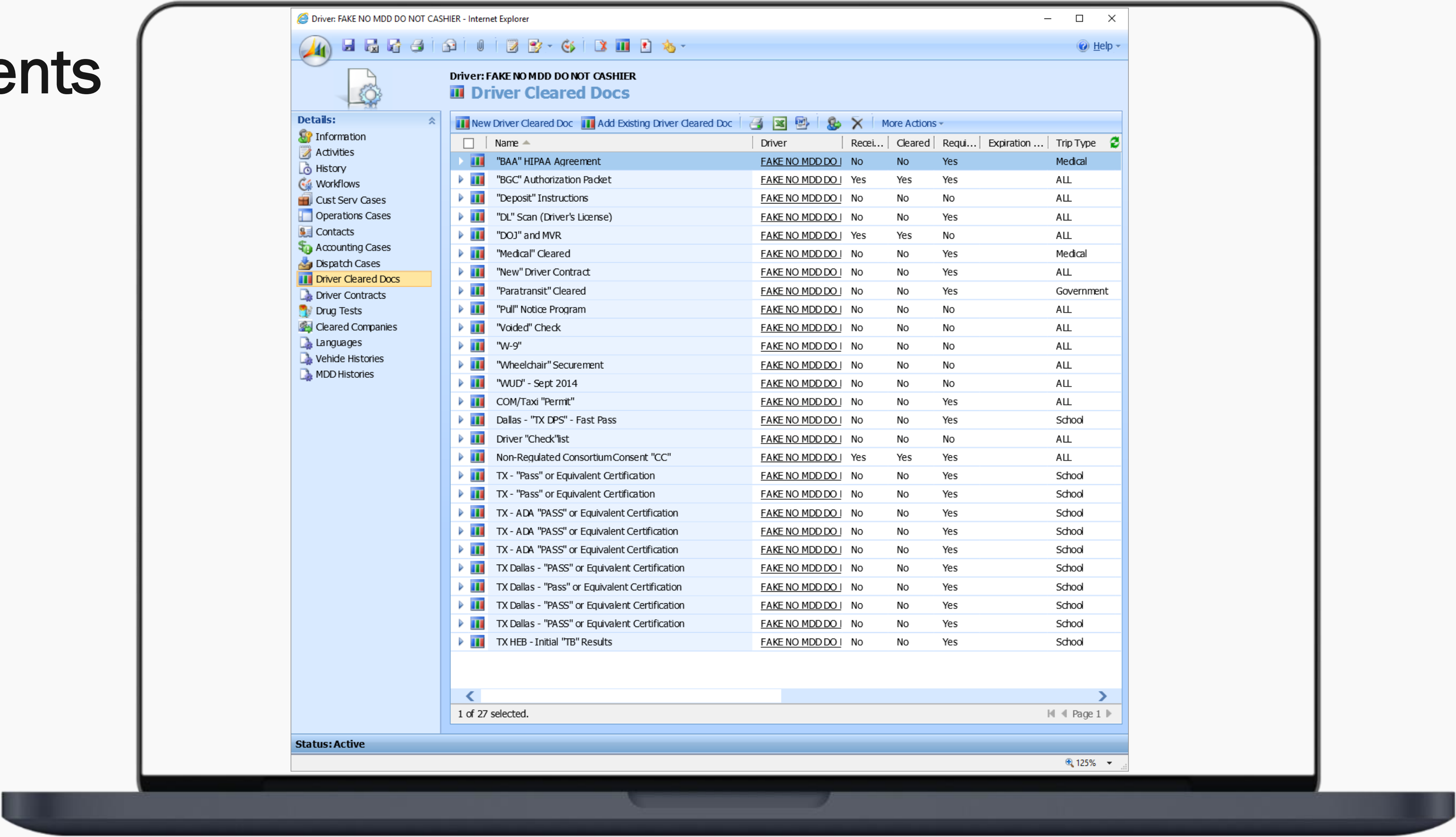
- This is where we track important driver information such as the drivers license expiration date and contact information.
- Selecting a dispatch area imports all requirements needed to clear driver within the dispatch area designated.

The screenshot displays a web application interface for managing driver records. The browser window title is "Driver: FAKE NO MDD DO NOT CASHIER - Internet Explorer". The application has a sidebar menu with options like Information, Activities, History, Workflows, Cust Serv Cases, Operations Cases, Contacts, Accounting Cases, Dispatch Cases, Driver Cleared Docs, Driver Contracts, Drug Tests, Cleared Companies, Languages, Vehide Histories, and MDD Histories. The main content area is titled "Driver: FAKE NO MDD DO NOT CASHIER" and "Information". It features tabs for General, Other, Dispatch, Admin, Attachments, and Drug Testing. The "General" tab is active, showing "Contract Info" with fields for First Name (FAKE NO MDD), Last Name (DO NOT CASHIER), Driver ID (22548), Current BB (4865), Driver Fleet ID (X), Last BB (0), Vehicle, MDD (4865), Drivers License Number (FAKE), DL Expiration Date (12/31/2099), Registration Expiration Date (12/31/2099), Driver TCP/Taxi/Permit Exp Date (12/31/2099), Comments (1) and (2), Dispatch Area (Dallas, TX), Contracting Entity (FIELD SUPERVISOR), Pay Driver/Subcontractor (Pay Subcontractor), and Pay Sub NTS Driver ID. A red banner below the Dispatch Area says "Ineligible To Provide Service". At the bottom, there's a "Cleared Docs" section with buttons for "New Driver Cleared Doc" and "Add Existing Driver Cleared Doc". The status at the bottom left is "Status: Active".

Example Driver Document Requirements

List of document requirements needed to make driver eligible.

- ALC requirements always imported.
- Dispatch area requirements imported based on designated dispatch area
- Client contract Requirements generated based on designated dispatch area.



Document Vetting

- Each Document is reviewed and verified to meet standard requirements which include but not limited to:
 - Form / agreement not altered from original.
 - Who signed
 - Signature date
 - Expiration date
 - No evidence of tampering i.e. whiteout
 - All required fields filled out properly
 - Document is legible
 - Meets all requirements

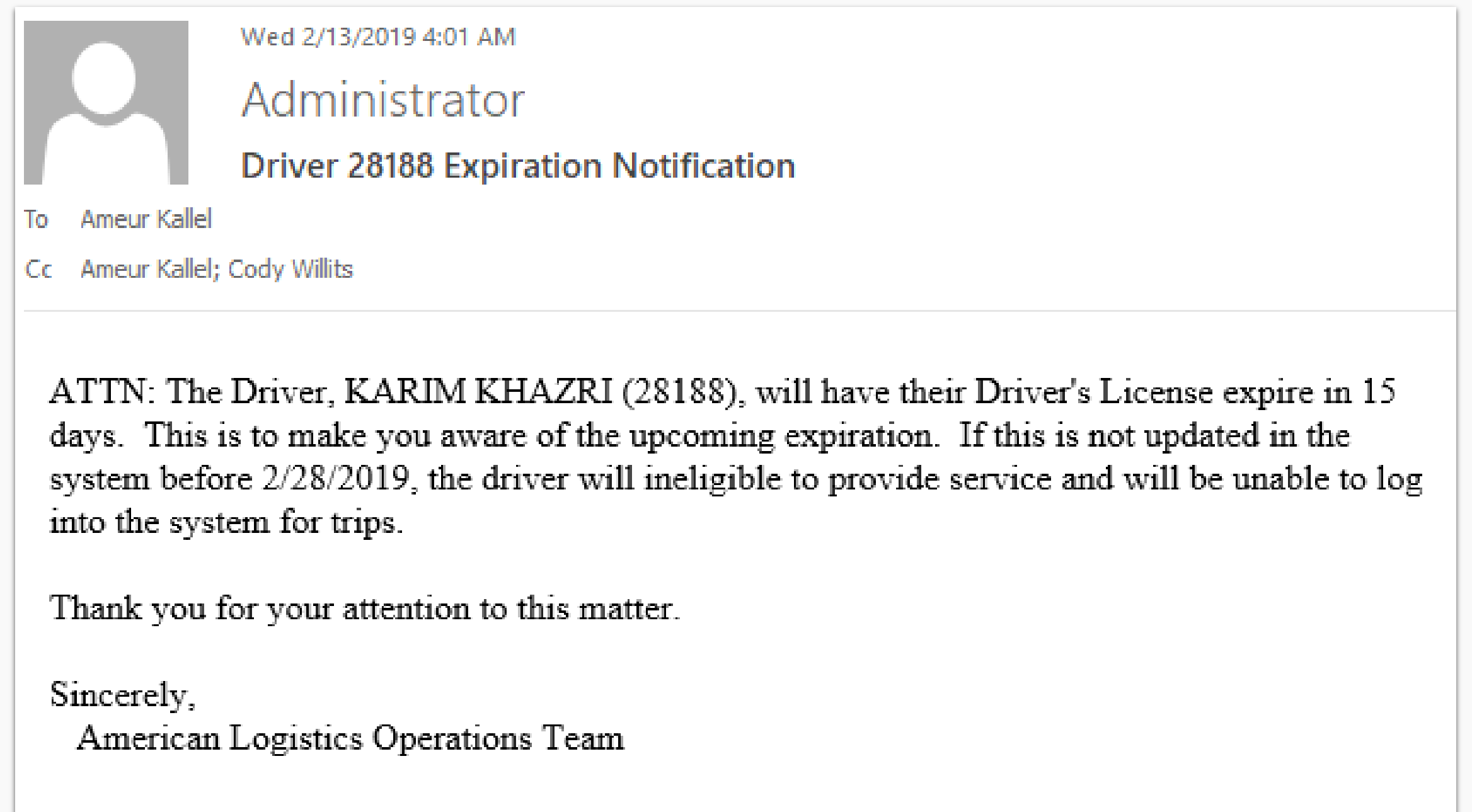
PRODUCER CUSTOMER ID #:		INSURER(S) AFFORDING COVERAGE	
INSURED Subcontractor Name (shown on contract) Subcontractors Address (shown on contract) City, State, Zip		INSURER A : Insurance Company Name INSURER B : Insurance Company Name INSURER C : INSURER D : INSURER E : INSURER F :	
		NUMBER:	REVISION NUMBER:
COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD NT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
Policy Number	07/01/2010	07/01/2011	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COM/PDP AGG \$1,000,000 \$
AUTOMOBILE LIABILITY			
<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Policy Number	07/01/2010 07/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Policy Number	07/01/2010 07/01/2011 EACH OCCURRENCE \$ AGGREGATE \$5,000,000 \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N N/A	Policy Number	07/01/2010 07/01/2011 <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)			

Is the Insurer Reputable

Does the limits meet our requirements

Document / Record Management

1. Approved document is attached to record
2. Tracking data entered
 1. Clearance Type
 2. Vertical
 3. Expiration Date
3. At least one audit yearly
 1. Verify document meets all requirements
 2. Complete record audit done every update made to record
4. Expiration
 1. Advanced notification given
 2. If new document is not submitted or accepted
Resource is set to Ineligible for service



Notification Emails are sent to the contracting entity and the ALC representative working directly with them



Driver Support

Because DIG is responsible for the resource entry and setup into ALC dispatch systems we provide help support to find solutions to problems concerning drivers ability to use ALC platforms and communicate technical issues to our IT department for quick solutions to avoid transportation disruptions.

- Initial installation and login.
- Application Error
- Resolve
- Driver Ineligible

The screenshot shows the 'Driver Support' SharePoint site. The browser address bar displays 'https://alcsolutions.sharepoint.com/sites/DriverSupport'. The site header includes the 'DS' logo, the title 'Driver Support', and 'Public group'. A search bar is present, along with 'New' and 'Page details' buttons. The left sidebar lists navigation options: Home, Driver Support Tracker, Med/Gov iOS IMEI Re..., School iOS IMEI Report, App Error Screenshots, Installing Application, Viewing Error Log (NTS), Device Not Authorized, Unable to Connect to ..., ID or PIN Incorrect, Validation Error, Message Acknowledg..., Bad Driver ID, Driver in Other Car, Driver on Hold, Planner, Site contents, and Recycle bin. The main content area features 'Quick links' with icons for New Driver Support Event, Med/Gov iOS IMEI Report, Driver Support Tracker Descriptions, App Error Screenshots, School iOS IMEI Report, Installing ALC MDD Application, and Viewing the Error Log in NTS. Below this is a red warning message: 'iOS IMEI Report does not work in Google Chrome.' The 'Driver Support Tracker' section includes a table with columns for ID, MDD, Assigned to, and Status. The table contains two rows of data. At the bottom right, there are buttons for 'Get the mobile app' and 'Feedback'.

Driver Support Tracker

ID	MDD	Assigned to	Status
1298	1113		* New
1292	1684		* New



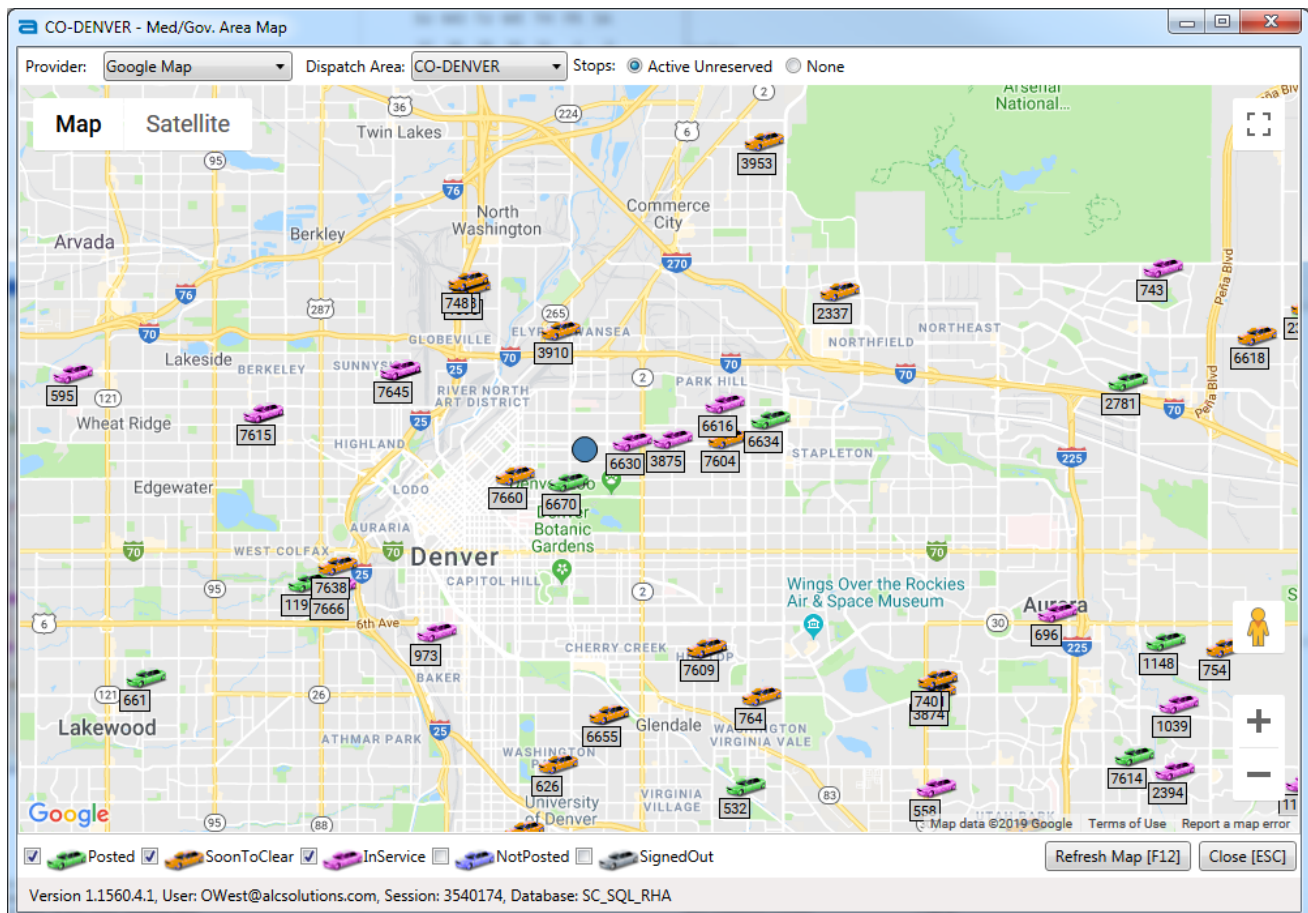
Vehicle and Driver Identification

As requested by the district, the vehicles transporting your students will be identified with a placard on the dashboard, and each driver will have a photo ID badge stating that they are a subcontracted transportation provider for your district.

GPS Tracking

ALC Schools uses GPS tracking to locate drivers and vehicles. All GPS tracking comes standard with our Student Transportation Model. ALC Schools' system provides real-time updates. Parents and/or district officials can call our dispatch team if they have any questions regarding a trip and we are able to give them accurate and current information.

Each driver providing service to the district will have a mobile data device (MDD) with them at all times. Using the ALC app on their MDD, subcontractor drivers are able to indicate whether students were picked up and dropped off. As soon as that information has been entered, it can be found in our dispatch communication system.





Customer Service

At ALC Schools our customers are students with special transportation needs. As such, it is critical that we as a company do everything we can to ensure they receive the best possible service. A quality transportation experience on the way to school each day helps set the tone for the rest of the day.

That is why we have a dedicated customer service team that works in conjunction with the local field coordinators. School districts don't tend to have formalized grievance processes, instead, they tend to reach out directly to their local primary contact. To ensure that we are tracking and resolving those concerns, the local contact is required to report those grievances directly to our customer service team. That team then tracks those cases and records them in our client management tool. In addition to tracking the cases, our customer service team is also available to help the local contact with:

- Putting together trip details.
- Researching the issue.
- Finding the appropriate course of action that will prevent the issue going forward.

In addition to managing grievances, our customer service team also:

- Monitors Accidents and Incidents to ensure all details are collected and tracked in our system
 - Ensures clients are provided appropriate information.
- Assists upset passengers and parents in real time, so as to prevent grievances when possible.
- Helps to ensure our dispatch staff, account managers, and clients all have the same expectations of service.
- Works with dispatch managers, and field managers to proactively identify and resolve potential client relations concerns.

Below you'll find some of the additional items we have put in place to provide parents and districts easy access to ALC's account coordinators and customer service team, as well as methods to provide ongoing feedback and suggestions.

Custom Contact Information

Each school district we work with receives a custom email address and toll-free number for parents to call with questions, concerns, or other feedback. The extension on the card puts parents, district officials, etc., in touch with their local ALC Schools Account Manager.

Under the district's direction, ALC Schools provides printed cards with the contact information to be given to parents/guardians, district officials, and others as directed. Each card also includes brief instructions on the back.



ALC CONTACT INFORMATION

Phone: 855.555.5555
Ext. 1 – Customer Service
Ext. 2 – ALC Dispatch
Email: DistrictName@ALCSchools.com

DISTRICT CONTACT INFORMATION

Phone: 866.555.1234

HOW DO I...

■ Make a Route Change or Adjustment

Contact the **District** to make a route change or a lasting adjustment to the pick-up or drop-off location/time of your child.

■ Cancel a Trip or Obtain Trip Status

Contact **ALC Dispatch** (Ext. 2) if you have questions regarding the status of your child's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.

■ Contact Customer Service

By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have or address any of your concerns. You're always welcome to contact the district as well.

Note: Drivers are not authorized to make any route or service changes.

Feedback Cards

ALC has developed the cards pictured below, which can be customized for your district and given out anytime. The cards help collect feedback from the parents/guardians of the students being transported. The cards are printed with English on one side and Spanish on the other.

Dear Parent/Guardian,

As the school year comes to a close, we wanted to express our gratitude to you for allowing ALC to assist [redacted] in transporting your student(s) this past year.

We value your opinion and would appreciate you taking a moment to provide us with any feedback (positive or negative) you may have from your experience with ALC's transportation model this past year.

Please email us at: ALC@ALCSchools.com

Thank you,

The ALC Team



Estimado Padre/Tutor

Ya que el año escolar llega a su fin, queremos agradecerles por permitir a ALC en apoyar a [redacted] en transportar a sus estudiantes este año pasado.

Valoramos su opinión y apreciaríamos que se tomara un minuto de su tiempo para darnos sus recomendaciones (positivas o negativas) basadas en su experiencia con el modelo de transportación de ALC este último año.

Por favor contáctenos a: ALC@ALCSchools.com

Gracias,

El Equipo de ALC



All responses received (positive or otherwise), are shared with the district. ALC is committed to customer satisfaction at all levels.

Complaints

To ensure constant and consistent improvement, ALC Schools keeps complete and accurate records of all written and oral complaints received regarding our services. Every complaint (tracked either via phone call, email, or directly to a representative) creates a case, which is tracked by our electronic



system. Every case is addressed within 24 hours, and we have a goal to have a successful resolution to every case within 48 hours, with a written report.

Feedback sources include, but are not limited to:

- District's employees or agents
- Parents/guardians of transported students
- State or Federal agencies
- Other school districts

ALC Schools also provides the district a written report, as requested, listing said complaints, if any, and actions taken to resolve each complaint. The contents of these records and reports shall comply with written guidelines and instructions issued by the district.

Dispatch Operations Center

ALC Schools has a world-class call center operation and we continue to grow our call center workforce to ensure we have adequate resources to support our valued school district customers.

ALC Schools manages student transportation programs for 300+ school districts across the country and in 2018 expanded its school operations into 4 new states – Indiana, Pennsylvania, New Jersey and New York. To support this growth and expansion, ALC has added new dedicated resources, including the addition of a new 14,000-square-foot dispatch and operations center in Raleigh, N.C. – primarily to support customers in the Midwest and on the East Coast.

With ALC School's dispatch and operations center in St. George, Utah – recently relocated to a new 25,000-square-foot facility – and the Raleigh operations center working in tandem, school districts are provided with comprehensive, nationwide “dawn-to-dusk” dispatch coverage. ALC Schools' live dispatch is available from 2am PST to 8pm PST.

ALC Schools has built-in scheduling redundancy in both facilities to insure coverage during peak school drop-off and pick-up drive times. Dispatch representatives in St. George are scheduled very early morning to assist with the early morning trips in the East, whereas Dispatch representatives in Raleigh are scheduled to begin work later in the day to assist and provide back-up for afternoon trips in the West. In addition, ALC Schools' representatives are available 24/7 to take cancelations, etc., and can also dispatch trips on weekends for special school events.

Both the St. George and Raleigh facilities are staffed with the following ALC Schools Dispatch Operations personnel who collectively have **over 125 years' experience**:

Account Specialists have dedicated relationships with school districts and work directly with district personnel to conduct student trip routing. The Account Specialist is the heartbeat of the entire ALC Schools operation as they conduct day-to-day coordination, adding new students, and/or accommodating changes. They build the routes based on the district and student needs, to enable a smooth hand-off with ALC Schools Dispatch to dispatch drivers when the trips go live. Account



Specialists also provide information to the ALC Schools Field Operations team, which coordinates with providers transporting students based on the specific needs of those students and the specific routes.

Dispatchers direct day-to-day route operations and report into Account Supervisors. ALC Schools dispatches trips to and communicates directly with each driver for every trip serviced. Dispatchers communicate with drivers and clients to manage and monitor daily operations to assure safe, cost-effective, on-time performance. All trips are recorded with GPS, which tracks latitude and longitude codes and time stamped events for 100% verified trip data.

The Dispatch Operations Group is led by Andy Darkins, who has been with ALC for over 7 years.

ALC Schools Dispatch Operations – By the Numbers

- Manages the routing and dispatch to transport more than **10,000 students** a day, dispatching more than **5,500 vehicle trips** per day.
- Handles nearly **40,000 inbound calls** in a given month.
- **>92% of calls answered <30 seconds**, with <2% call abandonment rate.

ALC Schools' New St. George and Raleigh Operations Centers

The School Dispatch and Routing Center in St. George houses 19 school dispatchers and 17 Account Specialists who handle trip routing.

The Raleigh Operations Center houses 16 school dispatchers and our first ALC Schools Account Specialist in the East.

Dispatchers in both facilities are equipped with modern call center infrastructure including our proprietary trip management software, which has been specifically developed over many years to meet the transportation needs of school districts.

The new facilities support future growth and expansion, with room to add additional representatives as needed, based on increased trip volume, number of districts served, and/or call volume.

Routing, Service and Scheduling

To promote efficiency and reduce drive time, ALC Schools' proprietary routing and optimization software uses real-time route optimization algorithms to maximize route productivity and vehicle utilization. Once the routes have been analyzed, reviewed and approved, we then establish the most efficient blend of vehicles to provide a sustainable solution.

Prior to the beginning of each school year, ALC Schools routes and schedules based on information received from the district. If the district desires information to roll over to the following school year, ALC Schools will accommodate this request. If the district prefers to offer a new list of students prior to each school year, accounting for students who have moved or graduated, we will accommodate that request as well.



To add a new student, the district simply sends the student's information to our dispatch team. The student will then be added to the appropriate route, based on the student's needs. If a new route is needed, it is created with district approval.

Travel Time

If the student is not ready for pick-up at the scheduled pick-up time, the driver will wait two (2) minutes past the regular scheduled pick up time. If the student(s) are still not ready, the student will be designated as a No-Show.

If, when returning a student to home, the parent(s) or other previously arranged responsible party is not available to receive the student, we shall attempt to contact the parent(s) by phone for instructions. If the parent is unreachable or unavailable, or if the parent provides instructions that we find objectionable, we will contact the district for instructions. If we are directed to return the student to school, or are unable to reach either the parent(s) or the district, we will attempt to return the student to a district employee at the student's school after returning all other students on the route to their homes.

The travel time for special education students shall not exceed one hour, one-way unless the child lives in excess of fifteen (15) miles from the school and except for abnormal weather, traffic or other unusual conditions, or as approved by the district.

ALC Schools Tracking App

ALC Schools uses GPS tracking to locate drivers and vehicles, and monitor/verify on-time and overall trip performance. All GPS tracking comes standard with the ALC Student Transportation model. Our system provides real time updates.

Each driver providing service to the district will utilize ALC Schools' App to indicate whether students were picked-up and dropped-off. As soon as that information has been entered, it can be found in our dispatch communication system.

The app works on both iOS and Android devices. It provides schools and ALC dispatch with real-time GPS tracking of students as they are picked-up from home, make the journey to their destination, and are dropped-off at school, with actual pick-up and drop-off times GPS time stamped. For drivers, it provides an easy interface to accept daily student transportation trips, keep track of trip requirements (such as car seat requirements), and provides two-way communication with ALC Schools Dispatch so all aspects of student transportation are transparent and captured in real time.

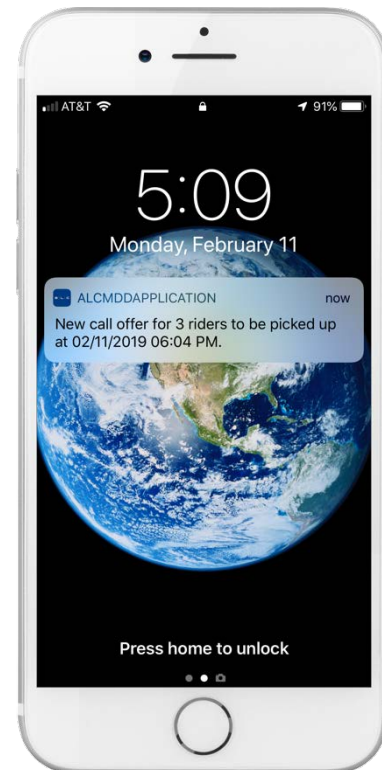
Use of GPS tracking enables school districts and/or parents to obtain an update on a student's current location, this data can be accessed immediately by ALC Schools dispatch team.

Security on the app is tied to both the driver and the mobile device. This delivers two layers of security, preventing transportation service providers from sharing a driver ID across multiple drivers.

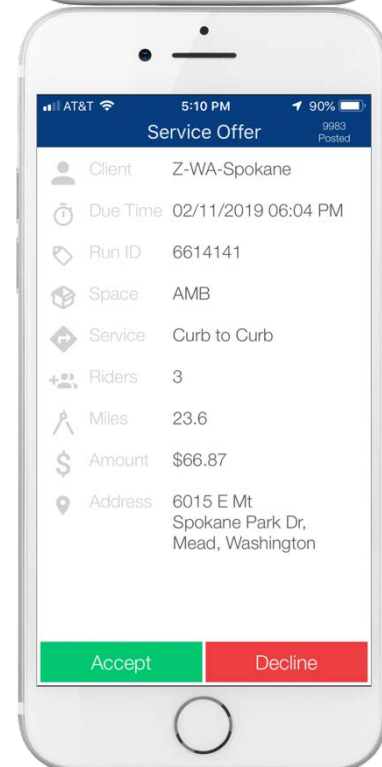
The following provides an example of how the ALC Schools App works.



Drivers are notified of trips via the app when they are ready to be accepted.

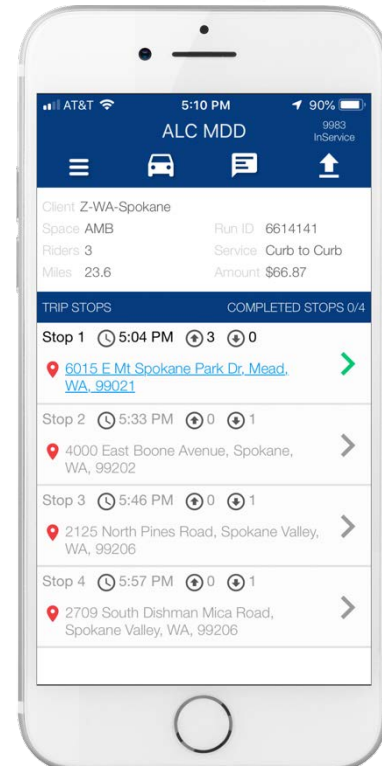


Trip details are spelled out with every offer, even though the majority of trips are driven by the same drivers for the same group of students every day.

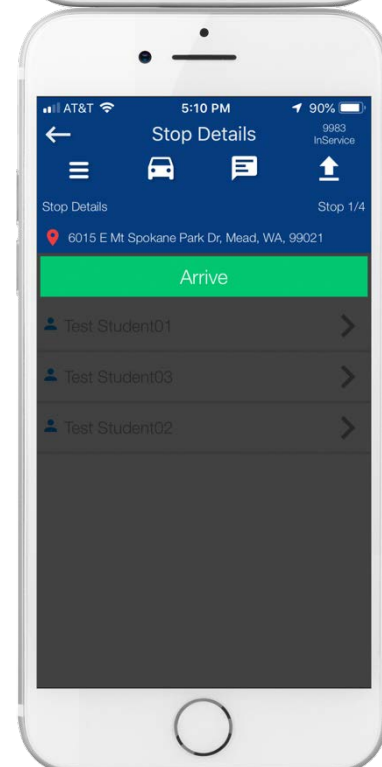




Trip addresses can be opened in Google Maps or other smart phone map programs directly from the app (no typing required) for directions and route optimization. Each stop has an arrival time that has been calculated by our Route Optimization team working with Dispatch to make sure all students arrive at their destinations on time.



When drivers arrive at their first destination, they notify Dispatch of their arrival using the app interface..

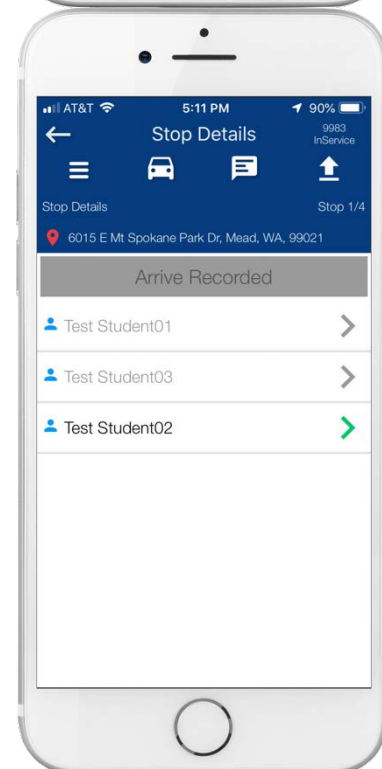
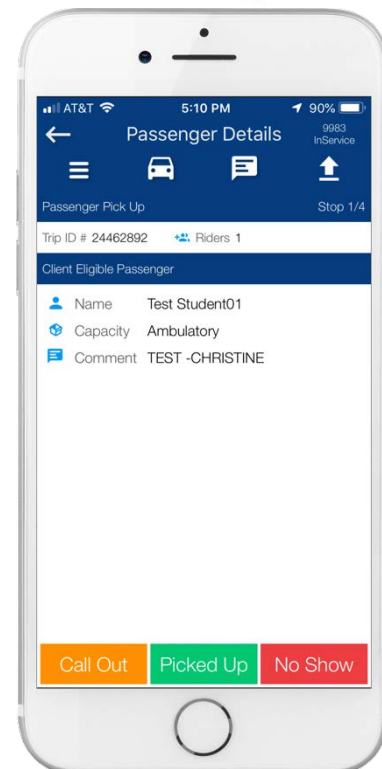




...and then the notify Dispatch again when they have picked up the student. There is also the function to communicate directly with Dispatch if a student doesn't appear to be home or there is another issue. Finally, if a student isn't there (or if a parent says the student isn't going to school today), the driver can notify Dispatch with the "No-Show" function.

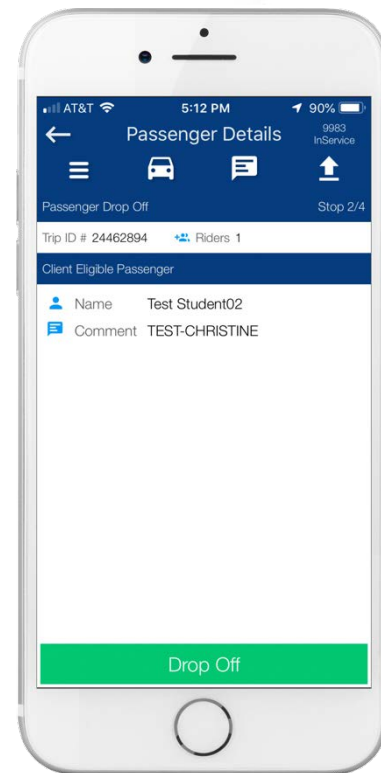
The "No-Show" function has GPS and time safeguards built in to make certain the driver is at the correct pickup location at the right time before they can notify Dispatch that a student is a "no-show."

Using our in-house technology, vehicle runs are organized to combine student trips to minimize expense where possible. Often trips will have 2-3 students per driver.





When students arrive at their destinations, drivers notify Dispatch as they are each dropped off. We capture these times precisely so that school districts and parents can be confident that their children's location is monitored at all times during transportation.



Also through the ALC Schools app, real-time GPS trip tracking provides maximum visibility and accountability for added security measures. As part of the scheduling and dispatch system, the app also provides date and time stamps for all the events that transpire between the driver and dispatcher. Along with providing GPS coordinates, we are able to recreate trips, confirm events and verify data for any trip.

The dispatch communication system supports voice communications, GPS coordinates, and safely encrypted two-way data connectivity. This provides constant connectivity among subcontractors' drivers and dispatch, for efficient real-time execution via our automated, real-time dispatch; which leverages intelligent trip routing; capacity and availability planning; qualification automation; 100% GPS location and direction; on-the-fly dispatch optimization and redundant dispatch communication updates. This allows the dispatcher and team to monitor the exact location of every vehicle in real time for accurate scheduling of pick-ups and drop-offs.



ALC Schools' dispatch team can pinpoint the exact location of every student and vehicle in real time for accurate scheduling of pick-ups and drop-offs on an hour by hour basis, rather than a fixed manifest. This has proven to be extremely useful in mitigating late trips due to traffic, accidents, inclement weather, and late cancellations.

Once dispatched, the app will provide GPS tracking information to the dispatcher, and via the same device dispatch is also able to access events pertinent to the service of the trip such as when the vehicle arrives onsite, when the student boards, when the vehicle leaves the site, when it arrives at the destination and when the student is dropped-off. These benefits of the dispatch system allow ALC dispatchers real-time trip data and the opportunity to contact parents if/when their student will be arriving home later than usual.





ALC Schools National Coverage Capabilities

On October 29th, 2018 ALC issued the following news release:

ALC Schools Student Transportation Division Marks Major Milestone with 300 School District Customers Now Up and Running Nationwide

ALC veteran executive Gregg Prettyman is appointed to lead the ALC Schools division

NATIONAL ASSOCIATION OF PUPIL TRANSPORTATION 2018 ANNUAL CONFERENCE – KANSAS CITY, Mo., October 29, 2018 – [ALC \(American Logistics Company\)](#) today announced several key developments related to the company's growing ALC Schools student transportation division. The announcement was made today at the 44th annual conference and trade show of the National Association of Pupil Transportation (NAPT) – the nation's premier school transportation conference.

The company is now managing student transportation programs for 300 school districts across the country. As well, the company has appointed Gregg Prettyman to the position of executive vice president of the ALC Schools division, following a reorganization that will allow ALC to put forward new and additional dedicated resources to technology development and customer service for school districts.

Prettyman – a 10-year ALC veteran and current member of the executive management team – alongside his team, has been instrumental in helping develop and optimize the ALC Schools alternative student transportation model. This team has worked diligently and effectively to direct ALC's response to start-ups and to scale alternative student transportation programs across the country.

"Our revamped ALC Schools division underscores our commitment to our valued individual school and school district customers," said Gregg Prettyman, executive vice president, ALC Schools. "We are very proud of our 99% customer retention rate. ALC Schools will continue to ensure and deliver the highest level of customer service and technology to serve the students we transport," he said.

With more than 20 years of experience, ALC is recognized as the leader in alternative student transportation solutions and route-optimization technology for school districts. ALC's Schools division has been and will continue to supplement districts' transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting ESE/special needs students, McKinney-Vento, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

"While many vendors are jumping into the alternative student transportation market, ALC has been the true pioneer and most trusted leader in the space," said ALC CEO Craig Puckett. "Our focus on school districts is a staple of ALC and we will continue to innovate. As the student transportation landscape evolves, we'll continue to lead in providing best-in-class technology and logistical solutions for safe, reliable, and high-quality student transportation for school districts across the country."



ALC Contracts by State

The following is a list of the states ALC Schools is currently operating in:

1. Arizona: 24
2. California: 109
3. Colorado: 29
4. Florida: 11
5. Indiana: 2
6. Missouri: 14
7. North Carolina: 1
8. New Jersey: 3
9. New York: 2
10. Ohio: 4
11. Oregon: 9
12. Pennsylvania: 2
13. South Carolina: 2
14. Tennessee: 3
15. Texas: 56
16. Utah: 1
17. Virginia: 16
18. Washington: 41

ALC Schools is fully compliant with all state and local regulations in the 18 states in which we currently operate and we continue to pave the way for access in to new states as we work closely with the Department of Education in new markets.

ALC Schools has the ability to work in any state that allows for alternative student transportation.



Insurance and Workers' Compensation

Over the past five years, ALC Schools' cumulative loss ratio is less than 5% of the aggregated premiums paid. Furthermore, we have had no work-related workers compensation losses during the past five years.

ALC Schools insurance limits not only meet the RFP requirements, in addition, we have the capability to exceed the policy limits for larger districts such as additional five million (\$5,000,000.00) for GL and Auto, Employers Liability for one million (\$1,000,000.00) and Cyber Liability for one million (\$1,000,000.00). ALC Schools insurance limits exceed industry standard for supplemental transportation.

Following this section, please find a copy of ALC Schools' standard Insurance Narrative.

September 24, 2018

American Logistics Company, LLC – Insurance Summary

Woodruff Sawyer is the insurance broker for American Logistics Company, LLC (ALC). ALC's insurance program is secured with several of the world's largest insurance companies and is tailored to meet the contractual requirements of ALC customers. Coverages include, **but are not limited to:**

- Commercial Auto Liability: \$1,000,000 limit
- General Liability: \$1,000,000 each occurrence / \$2,000,000 aggregate
- Sexual Misconduct: \$3,000,000 limit
- Cyber Liability: \$1,000,000 limit

The insurance provides coverage for any trip while under dispatch by ALC. The ALC insurance program protects the customer, regardless of the status of the insurance carried by the subcontractor. ALC's customers are named as 'Additional Insureds' under the General Liability and Auto policies as required by written contract.

ALC is required to verify that the subcontractor (drivers and companies) maintain the following minimum limits for Auto Liability:

- \$100,000 per person
- \$300,000 per occurrence
- \$50,000 for property damage

In the event of an insured claim, ALC would initially look to the subcontractor's policy as evidenced by a certificate of insurance ALC maintains on file.

Regardless of the status of the insurance of the subcontractor, ALC's customer is protected by the insurance provided by ALC's insurance program.

Note:

The insurance provided by the subcontractor is not in addition to the ALC master insurance program, but is primary in the event of an accident. The subcontractor's coverage will respond to a covered loss first with ALC's program paying the balance of the loss. If the insurance certificate provided by the subcontractor was invalid or the driver was using an unauthorized personal vehicle, the ALC policy would pay the entire claim.

Insurance Services
Risk Management
Employee Benefits

Woodruff-Sawyer & Co.
844.972.6326

717 17th Street, Suite 1540
Denver, CO 80202

CO License 78932
AN ASSUREX GLOBAL & IBN PARTNER

woodruff Sawyer.com



Safety Assurance

ALC Schools contracts with local transportation services providers who employ drivers for the purpose of transporting students. What matters most to us is the safety of the students. That's why any vehicle or driver providing service to the students has confirmed that they are fully qualified and have met the following criteria:

Drivers: ALC Schools confirms that drivers have complied with the following, as required by state law or your district:

- Valid driver's license appropriate for the vehicle being driven
- Valid registration and insurance required for the vehicle
- Ongoing DMV record review for an indication of safety and driving habits
- Criminal background check
- Must test negative on random alcohol/drug screening
- Completed detailed Contractor/Driver Information Form and in-person meeting and review
- TB testing
- Meets all school district requirements
- Meets other state specific requirements

Vehicles: ALC Schools confirms that vehicles comply with the following as required by state law or by your school district:

- Current registration
- Insurance verification
- Valid vehicle permit
- Vehicle inspection
- Meets all district safety, maintenance and cleanliness standards
- Meets other state specific requirements

Additional requirements, as requested by districts, can be evaluated upon award.

Drug Free Workplace Policy & Testing Program

The ALC Schools and Resource Management, Inc., (RMI) revised Drug Free Workplace Policy & Testing Program effectively began August 17, 2009. This policy applies to all employees. If you have any questions about the policy statement or the testing program, please contact the RMI Human Resource Department.

The Policy

RMI and ALC Schools are committed to a safe, productive, and drug-free work environment and to promoting the general health and well-being of all employees. This commitment is jeopardized when employees illegally use, manufacture, possess, distribute or sell drugs in the workplace. Therefore, in order to achieve the objectives of safety, productivity, health, and well-being in the workplace, the following policy has been established:



- a. It is a violation of policy for any employee to manufacture, possess, sell, trade or offer for sale illegal drugs and alcohol or otherwise engage in the illegal use of drugs and alcohol on the job.
- b. It is a violation of policy for anyone to report to work under the influence of alcohol or illegal drugs.
- c. It is a violation of policy for anyone to use prescription drugs illegally.
- d. It is a violation of policy for anyone to report to work if they are taking prescription drugs that, according to their physician or pharmacist, might affect their ability to perform their duties in a safe and effective manner.

Definitions

Alcohol Ethyl alcohol or ethanol.

Drugs Any substance recognized as a drug in the United States Pharmacopoeia, the National Formulary, the Homeopath Pharmacopoeia, or other drug compendia, or supplement to any compendia. This includes, but is not limited to, narcotics, hallucinogens, depressants, stimulants, other controlled substances or herbal supplements.

Employee Any person in the service of the Company for compensation of any kind.

Positive Result Any result above confirmation levels for drugs or, in relation to alcohol, above the legal limit for Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) in the state of employment.

Sample Urine, blood, breath, saliva or hair, utilized for testing.

Drug and Alcohol Testing Program

The policy dictates employees may be tested for the presence of drugs or alcohol in accordance with the provisions of this policy and as a condition of employment. The testing policy also applies to owners, officers and all management personnel who are co-employees of American Logistics Company and Resource Management, Inc.

Post-Accident Testing: Any employee who reports a work-related injury or disease which results in a medical bill must be tested for the presence of drugs and/or alcohol as soon as possible after the incident of injury or onset of disease. In addition, any employee causing an accident which results in an injury to someone else or substantial damage to or the loss of property shall also be tested. Drivers of "commercial motor vehicles" who receive a citation for a moving violation arising from a reportable accident shall be tested.

Reasonable Suspicion Testing: An employee may be required to submit to a drug test if the Companies have reasonable suspicion that the employee is impaired due to the influence of drugs and/or alcohol.

Post-rehabilitation Testing: For the first six months after successfully completing an approved substance abuse program, the employee will be subject to testing at the Company's discretion as a condition of continued employment.



Post-Offer / Pre-Employment Testing: All prospective employees will be tested post-offer / pre-employment.

Notice

- a. The Companies will provide not less than 30 days' advance notice to each individual employee prior to the implementation of the testing program.
- b. Each employee will receive a copy of the Companies' drug testing policy and procedure prior to the date of implementation or at the time they are hired, whichever occurs first.
- c. Each employee must sign an acknowledgment that they have received a copy of the Companies' drug and alcohol policy and testing program and agree to comply with the provisions of the policy.
- d. A copy of the Companies' drug and alcohol policy and testing program will be made available to all prospective employees for their review at the time of application if so requested. Each prospective employee will be informed of the policy and their right to review the policy.

Collection and Testing

- a. By law the Companies may designate the type of sample to be used in the testing program.
- b. All costs of collection, transportation and analysis are to be paid by the Companies.
- c. Prior to testing, employees will be required to provide picture identification.
- d. Collection of the sample will be done during or immediately after regular work hours for all current employees and shall be counted as work time for purposes of compensation and benefits. The sample shall be taken in a reasonable and sanitary location with due regard for the privacy of the individual and in such a manner as to preclude the probability of erroneous identification, substitution or other interference with the collection, transportation and testing of the sample.
- e. Transportation of the sample to the testing facility will be accomplished in a manner such as to prevent the contamination or adulteration of the sample.
- f. Testing of the sample will be done by scientifically accepted analytical methods. "Positive" tests will be confirmed or verified by gas chromatography-mass spectroscopy or other comparable and reliable methods.
- g. In the event of a positive test the employee shall have opportunity to present to the Medical Review Officer (MRO) any information which may be relevant to the test, including the identification of recent or currently used prescription or over-the-counter medications.
- h. To obtain accurate and reliable test results, the urine sample may not be diluted by the ingestion of excess fluids (hereinafter referred to as an "Excess Fluids Sample") before the sample is provided. If a urine sample is determined, after appropriate testing, to be an Excess Fluids Sample, the employee or prospective employee will be required to provide another urine sample. In the event the second sample is also determined, after appropriate testing, to be an Excess Fluids Sample, the prospective employee will be refused employment and the employee will be subject to disciplinary action as defined in Section 6.
- i. When a sample that is deemed by the collector at the time of collection to be temperature out of range or to have been adulterated, the individual must provide a second specimen. If he/she



refuses to provide a second specimen or if the collector deems the second specimen to also be temperature out of range or adulterated, the prospective employee will not be hired and the current employee will be subject to corrective action as defined in section 6.

Discipline and Corrective Action

Upon receipt of a verified or confirmed positive drug or alcohol test result which indicates a violation of this policy, or upon the refusal of a current employee to provide a test sample, the Companies will use the test result or refusal as the basis for disciplinary and/or corrective action which includes the following:

- a. Refusal of employment for prospective employees.
- b. Termination of employment.
- c. Other disciplinary measures in conformance with the Companies' usual procedures, including any Company approved rehabilitation, treatment or counseling program, suspension and any collective bargaining agreement. 13

Confidentiality

It is the Companies' policy and legal obligation to assure the confidentiality of all information, interviews, reports, statements, memoranda and test results which are developed, received or generated as a consequence of the implementation of this policy and testing program. Use of any information generated as a result of this policy will be restricted to the lawful pursuit and achievement of those purposes and objectives defined in the Companies' policy statement.

Reporting

ALC Schools offers a variety of reports with regards to:

- On-time-arrival
- Accident ratios
- Student No-Shows and cancellations
- Riders by route
- Daily trip record by route
- Monthly service summary

Following this section, please see sample invoicing and district confidential reporting.

Incident Reports

ALC Schools will provide a report to the district whenever an accident or incident occurs that involves equipment, personnel or pupils being transported.

The following is an example of possible operating procedures in the event of an accident or emergency. We will work closely with the district to establish an official district/ALC Schools policy.



The Driver is encouraged to:

- Remain calm
- Assess the situation
- If the passenger requires medical assistance:
 - Call 911 and request medical assistance immediately.
 - Do not move the passenger unless they are in immediate danger of additional injury due to their location.
- Contact ALC Dispatch to inform them of the details on the situation.
- Obtain license plate number of other vehicle(s) involved in the accident.
- Exchange driver license, insurance and registration information with other driver(s).
- Not discuss the accident with anyone except law enforcement officials and/or authorized company investigators.
- Only discuss the facts of the accident and do not admit to any fault or liability.
- Identify any witnesses who may have seen the accident occur and get their contact information and any statement.
- Obtain any needed medical attention.
- Follow the instructions of their drug testing consortium.
- Request a claim number from their insurance company and transmit that to ALC Dispatch within 24 hours.
- Have damage repaired and then inspected by ALC Operations before vehicle can be returned active status.

ALC Schools Dispatch Will:

- Inform ALC Schools Operations of the situation.
- Inform the district of the accident immediately. Send the Accident Incident Notification Form if a form is required by the district for immediate notification.
- Dispatch rescue vehicle if passenger is uninjured and desires to continue with transportation to the drop off location.
- Create a Customer Service case.
- Send the district a full report of the accident if client requires such a report.

If driver at fault:

- Remove driver from eligible status pending a negative drug and alcohol test results, insurance claim number and new vehicle inspection.
- Replace driver as needed.

If driver not at fault:

- Transmit insurance claim number to the district.

ALC Schools Field Operations Will:

- Interview the driver regarding the accident to ensure that a full and complete Incident Accident Report is completed by the driver.



- Remind driver to contact their drug and alcohol testing consortium for proper drug and alcohol testing instructions.
- Re-Inspect vehicle following repair and prior to authorizing it to return to active status.

On-Time Performance

All routes are based on bell times provided by the district. On-time performance is measured by our ability to drop-off and pick-up students in relation to the schools stated bell times. If a student is dropped-off before the bell time, they are considered on-time. If a student arrives at school at a time that is too early to be dropped-off, the driver waits with the student until they can be safely dropped-off. Drivers are requested to arrive up to 5 minutes prior to the release bell time for the return trip home. Based on this policy, our on-time percentage is 95%.



Value Add



ALC Schools' Outreach Program

In addition to ALC Schools' unique approach to alternative transportation, we also work with each district to conduct a rigorous outreach and education program to both district staff and parent/guardians prior to transporting the district's students.

Kickoff Calls

ALC Schools' dedicated team members such as our Routing, Dispatch, Field Operations and Client Relations personnel coordinate a kick-off call for each new client to review expectations, Q&A, our transition plan, and client requirements.

Parent/Guardian Outreach

ALC Schools understands that any change is difficult for parents/guardians and students. That's why we go out of our way to ensure that parents have been alerted to the fact that ALC Schools will be assisting the district with their transportation program and that their student(s) will be transported in a non-bus vehicle. We're able to accomplish this education process through several different methods. Those methods and examples have been outlined below:

Letter from the District introducing ALC Schools' services

ALC Schools provides the district with a customized letter they can put on their letterhead, notifying parents/guardians of the changes in transportation services.

Letter from ALC Schools introducing ourselves

Upon the district's request, ALC Schools will send a letter to all parents/guardians introducing ourselves and our services.

Parent/Guardian Meeting

Prior to students being picked-up for the first time, their parent/guardian will have the opportunity to meet with an ALC Schools representative to discuss all aspects of the student's transportation needs. These parent/guardian meetings allow us to cultivate relationships with students and their families. Also, ALC Schools has developed a **Student Transportation Guide** (enclosed), which provides an overview of what parents/guardians can expect from us.

Student Transportation Guide

Our Student Transportation Guide has been developed to help parents/guardians understand more about their student's transportation. These are available in both English and Spanish language and can be sent directly to parents, as directed by the District.

Custom Contact Information Cards

Each school district we work with receives a custom email address and toll-free number for parents to call with questions, concerns, or other feedback. Under the District's direction, ALC Schools provides printed cards with the contact information to be given to parents/guardians, district officials, and others as directed. Each card also includes brief instructions on the back.



ALC CONTACT INFORMATION

Phone: 855.555.5555
Ext. 1 – Customer Service
Ext. 2 – ALC Dispatch
Email: DistrictName@ALCSchools.com

DISTRICT CONTACT INFORMATION

Phone: 866.555.1234

HOW DO I...

■ Make a Route Change or Adjustment

Contact the **District** to make a route change or a lasting adjustment to the pick-up or drop-off location/time of your child.

■ Cancel a Trip or Obtain Trip Status

Contact **ALC Dispatch** (Ext. 2) if you have questions regarding the status of your child's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.

■ Contact Customer Service

By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have or address any of your concerns. You're always welcome to contact the district as well.

Note: Drivers are not authorized to make any route or service changes.

Customer Survey

After the first two weeks of service, ALC Schools reaches out to the families of the students we are transporting to get their feedback and suggestions on how ALC Schools is doing. We follow-up again at the end of each semester to make sure we have an accurate assessment of how we are performing.

Dear Parent/Guardian,

As the school year comes to a close, we wanted to express our gratitude to you for allowing ALC to assist in transporting your student(s) this past year.

We value your opinion and would appreciate you taking a moment to provide us with any feedback (positive or negative) you may have from your experience with ALC's transportation model this past year.

Please email us at: ALC@ALCSchools.com

Thank you,

The ALC Team



Estimado Padre/Tutor

Ya que el año escolar llega a su fin, queremos agradecerles por permitir a ALC en apoyar a en transportar a sus estudiantes este año pasado.

Valoramos su opinión y apreciaríamos que se tomara un minuto de su tiempo para darnos sus recomendaciones (positivas o negativas) basadas en su experiencia con el modelo de transportación de ALC este último año.

Por favor contáctenos a: ALC@ALCSchools.com

Gracias,

El Equipo de ALC



All responses received (positive or otherwise), are shared with the district. ALC is committed to customer satisfaction at all levels.

Date
Name
Street Address
City, CA, ZIP

Dear Parents,

As the **Contact's Title**, I wanted to make you aware of some changes to your child's transportation to and from school. Beginning on **Date**, the transportation for your child will be coordinated through ALC. **School District** has qualified ALC as a high-quality transportation provider, and we are thrilled to be able to offer this service for your student.

ALC has been coordinating student transportation for over a decade, working with school districts all over the country. They are the only pupil transportation management company to be designated as a "Recommended Service" by the National Association for Pupil Transportation (NAPT). Their approach to student transportation is personalized and professional.

The biggest change for you and your child, is that they will now be transported in vans (wheelchair accessible if needed) instead of a school bus. This type of service provides a high level of safety and service, as well as:

- **Consistency:** It's important to your child and it's important to us. ALC strives to ensure that your child rides with the same driver every day. This helps them to enjoy more stability, familiarity, security and trust.
- **Introduction Meeting:** An ALC representative, along with your child's driver, will be visiting with you prior to your child being transported. The purpose of this meeting is to help your child become acquainted with their new driver, as well as confirm your child's transportation needs.
- **Matched Vehicle:** Each child is matched to the right type of vehicle. This ensures that those with special needs, physical or otherwise, are comfortably transported to and from school each day in a vehicle that meets their needs.
- **Driver Standards:** ALC confirms that drivers have passed an extensive background check, that they participate in a drug and alcohol program, that all licensing and insurance information is up to date, and that all other state and district requirements are met.

District is looking forward to working with ALC to provide excellent transportation for your child. ALC will be contacting you directly, prior to the start date mentioned above, to learn more about you and your child's needs.

If you have any questions, please contact **Name** in **District's** transportation office at **Phone**.

Sincerely,

Name

Title



Month, year

Dear Parents of **School District Name** Students,

You may have heard from your school district that they're making some changes to their transportation program. These changes include working with ALC to help coordinate transportation for your student. As the president of ALC, I'd like to take a moment to introduce you to our company, and let you know that we are grateful for the opportunity to work with you and your family.

At ALC, we focus on students with unique transportation needs. It's not just what we do, it's what we love to do. Our goal is to deliver safe, reliable and high quality transportation for your student. We believe that this helps to prepare them to do well both in the classroom and at home.

We understand you may have some questions, and we want to make sure that you feel comfortable with our company before your student's transportation begins. That's why, in the coming weeks, a representative of ALC will be contacting you to arrange a time to meet with you and your student, to provide you with an overview of what you can expect from ALC.

In closing, I want to assure you that while ALC coordinates safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. We look forward to working with you to fulfill your student's transportation needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Craig Puckett', with a stylized flourish at the end.

Craig Puckett
President, ALC



STUDENT TRANSPORTATION SOLUTIONS



An Introduction to ALC

Student Transportation Guide

Hello,

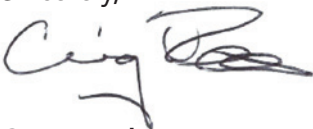
You may have heard from your school district that they're making some changes to their transportation program. These changes include working with ALC to help coordinate transportation for your student. As the president of ALC, I'd like to take a moment to introduce you to our company, and let you know that we are grateful for the opportunity to work with you and your family.

At ALC, we focus on students with unique transportation needs. It's not just what we do, it's what we love to do. Our goal is to deliver safe, reliable and high quality transportation for your student. We believe that this helps to prepare them to do well both in the classroom and at home.

We understand that you may have some questions, and we want to make sure that you feel comfortable with our company before your student's transportation begins. That's why we've developed this guide, which offers you an overview of what you can expect from ALC. Should you have any additional questions or concerns, the ALC team is here to help, and we want to hear from you!

In closing, I want to assure you that while ALC coordinates safe transportation for thousands of students across the country each day, we never lose sight of the importance of each student's individual and unique circumstances. We look forward to working with you to fulfill your student's transportation needs.

Sincerely,



Craig Puckett
President, ALC



Who is ALC?

ALC is a national transportation solutions company focused on students with special transportation needs. Because we specialize in working with families who have children with special transportation needs, we are able to offer a level of personalized service found nowhere else. For us, no student and no circumstance is too difficult to address.



ALC uses a combination of mini-vans, SUVs and sedans to supplement the district's existing transportation program. This provides them with the flexibility they need to be responsive to the specific transportation needs of their students and families.



As the only pupil transportation solutions company to be designated as a "Recommended Service" by the National Association of Pupil Transportation (NAPT), ALC is in a league of its own, and represents a better, proven approach to student transportation solutions.



What Can I Expect From ALC?

We understand how stressful the first day of school can be for children and their families. We have found that familiarizing them with what they can expect on that first day is comforting and helps eliminate some of this anxiety.

That's why prior to your student being picked up for the first time, you will have the opportunity to meet with a representative from ALC to discuss all aspects of your student's transportation needs. We've also prepared this guide to help answer some of the questions you may have.

Why Do Families Love Us?

When it comes to fulfilling your student's special transportation needs, "one size does not fit all." We understand that each child has unique needs that must be accommodated. That is why ALC matches the student's needs to the appropriate vehicle. This higher level of care promotes a stable, comfortable environment for your student.

For example, we realize that knowing your student's preference to sit on the right-side of the vehicle, and to be accompanied by a favorite stuffed animal, is just as important as understanding their physical requirements.

Who Will Be Driving Your Student?

When it comes to serving children with special transportation needs, not just anyone will do. That's why we take great care to confirm that anyone driving your student is fully qualified and capable of addressing your student's unique challenges; and is compassionate and respectful of the children and families we serve.

Consistency – it's important to your student and it's important to us. That's why we strive to ensure that your student rides with the same driver every day. As a result, your student enjoys more stability, familiarity, security and trust.

Driven by Compassion

Because we not only match the vehicle, but also the driver with the individual needs of the student, drivers view their role as having made a commitment to serving "their" students each and every day.

On the following page, we've featured profiles of a few drivers to provide you with a better understanding of the overall caliber and commitment of the people who will be working with your family.

To learn about your driver's qualifications, see page 8.



"As a mom, I know how hard parents struggle, and I will do whatever it takes to make the student's ride to school as happy and pleasant as possible."

– Elizabeth Moreno



"What I enjoy most about being a driver is providing transportation services to students with special needs. The students and families we service face many struggles each day, and my goal is to make sure that transportation is not one of them. Based on the smiles and laughs from the students, as well as the appreciation shown by their families, I know that I have succeeded in achieving that goal."

– Marco Cardoso

What Type of Vehicle Will Your Student Be Riding In?

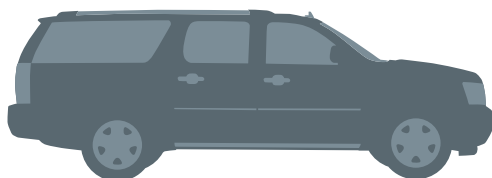
Once we have taken the time to get to know your student's individual needs, and after we have consulted with the school district, we will coordinate the appropriate vehicle for your student. There are several factors that are used to determine the right vehicle for your student.

Seating arrangements, wheelchair accessibility, additional equipment needs, and the possible need for a nurse/aide, are all considered in identifying a vehicle for your student.

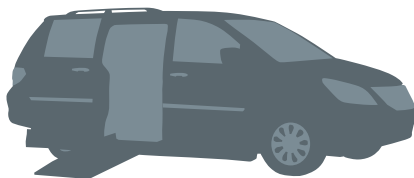




Your student may be transported in one of the following vehicle types:



SUV



Wheel Chair Accessible Van



Mini-Van



Sedan

How Will Vehicles & Drivers Be Identified?

The vehicles transporting your student will be identified with a placard on the dashboard. Each driver will have a photo ID badge stating that they are a subcontracted transportation provider for your district.

Your Service Assurance

Drivers

ALC cares about the safety of your student. That's why we confirm that any driver providing service has complied with the following, as required by state law or your district:





Vehicles

ALC confirms that vehicles used to transport students comply with the following, as required by state law or by your district:



What Else Do You Need to Know?

Before the first day of service, you will be provided with the following information:

- **Pick-up time**
- **Drop-off time**
- **Route information**
- **Vehicle information**
- **Driver information**
- **Custom ALC contact information**





What Are Districts Saying About ALC?

“Since we started working with ALC, the process has gone very smoothly. We especially appreciate the fact that our schedulers are in constant contact with their dispatch team to ensure that every route for the next day is set up correctly. They also offer excellent turnaround on requests, and the customer services has always been outstanding.”

David Anderson, Director of Transportation
Adams 12 Five-Star Schools, CO

“We are thrilled to have expanded our relationship with ALC. Their professionalism and flexibility, combined with the low cost of service, has been a welcomed change for us.”

Cynthia Mendez, Senior Manager, Transportation
Orange County Public Schools, FL

“Over the course of our partnership, we’ve come to appreciate both the level of professionalism and the lengths at which ALC will go to ensure that our students and their families are comfortable with their driver, and the way in which they are being transported to and from school. Of the vendors we work with, ALC is one of the very best, and we appreciate and value our partnership.”

Jeff Miles, Transportation Manager
Lake Washington School District, Redmond, WA

How Do You...?



...Make a Route Change or Adjustment?

Contact the **district** to make a route change or a permanent adjustment to the pick-up or drop-off location/time of your student.

...Contact ALC Customer Service?

By selecting Ext. 1 you will be put in contact with an ALC team member who can help answer any questions you may have, or address any of your concerns. You're always welcome to contact the school district as well.

...Cancel a Trip or Obtain Trip Status?

Contact **ALC dispatch** at Ext. 2 if you have questions regarding the status of your student's trip, or to cancel a trip due to illness, vacation or other reasons. When cancelling a trip, please provide 24-hours advance notice.

Included with this guide is a card with contact information for ALC and the district. The phone number and email address for ALC is unique to your district, and puts you in touch with an ALC team member who is intimately familiar with your school district's needs and requirements.

Note: Regulations prohibit drivers from making any service or route changes.



STUDENT TRANSPORTATION SOLUTIONS

www.ALCschools.com

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My Ride Manager (MRM)

ALC's My Ride Manager is a proprietary SaaS based technology platform enabling school districts to track student transportation in real-time, manage scheduling and provide insight to driver/vehicle information. This powerful platform removes the guess work as the dynamic of your transportation needs change. MRM provides a clear lens of what is scheduled, so you can cancel, activate or change your routes as needed, with the intelligence of driver credentials, vehicle information and student profile for added safety. The platform is customized to your district's brand, updated real-time and supported by a dedicated staff.

A promotional graphic for My Ride Manager. It features a background image of a student in a school uniform with a backpack. In the top left, the ALC logo is displayed with the text 'STUDENT TRANSPORTATION SOLUTIONS' below it. The main title 'My Ride Manager' is prominently displayed in the center. Below the title, there are four small icons representing different types of vehicles: a sedan, a minivan, a van, and a car. At the bottom, the text 'THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION' is written. A solid blue vertical bar is on the right side of the graphic.

a : L : C[™]
STUDENT TRANSPORTATION SOLUTIONS

My Ride Manager

THE RECOGNIZED LEADER IN ALTERNATIVE STUDENT TRANSPORTATION



TECHNOLOGY FOCUSED ON ACCOUNTABILITY AND SAFETY

We stay on top of our industry

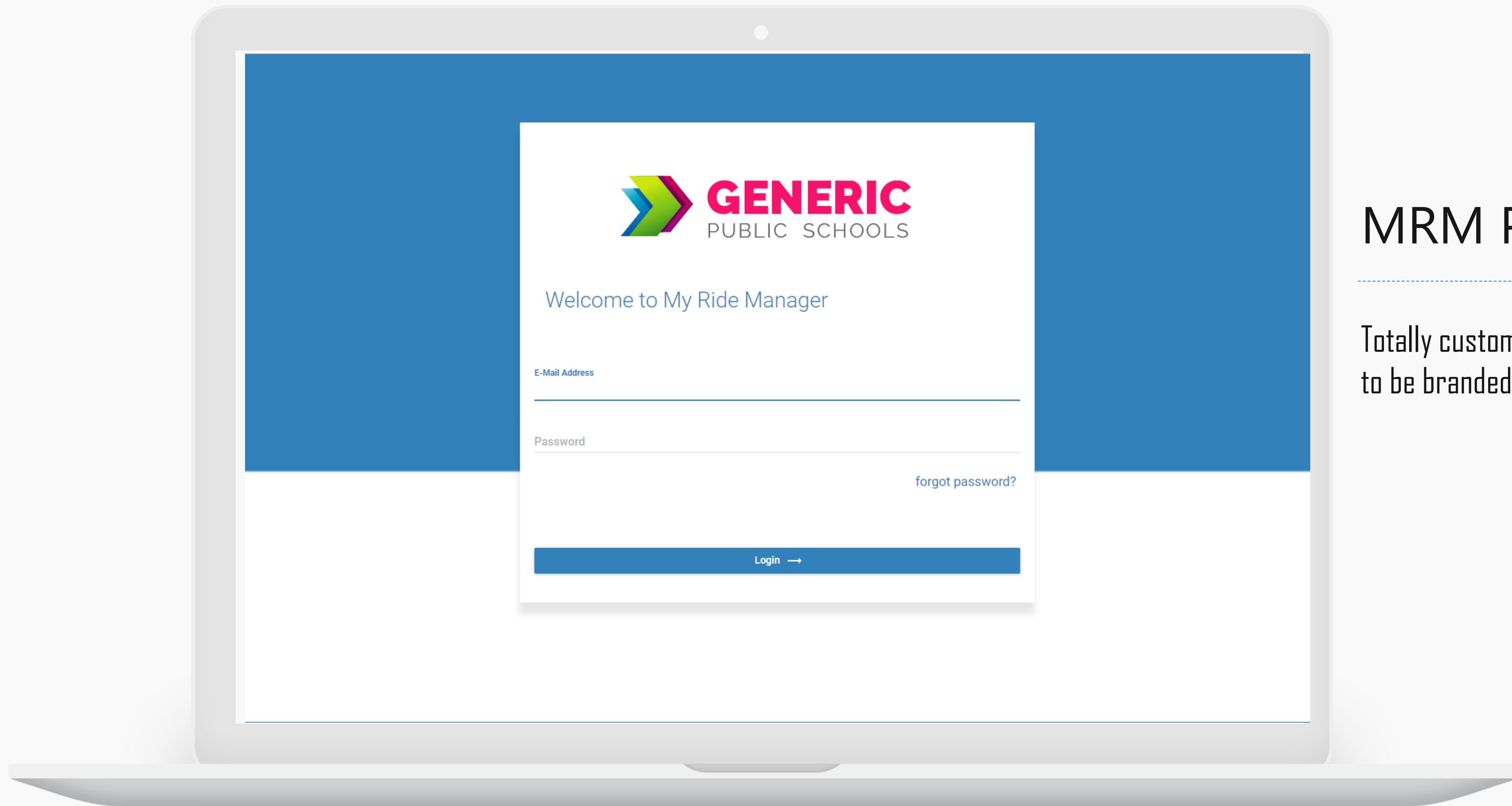
With more than 20 years of experience, ALC is recognized as the leader in alternative student transportation solutions and route-optimization technology for school districts. ALC's Schools division has been and will continue to supplement districts' transportation programs using SUVs, minivans, wheelchair accessible vans and sedans to assist in transporting ESE/special needs students, McKinney-Vento, ESSA, and out-of-district students, as well as hard-to-serve and multi-district trips.

300+
Districts Deep



MRM Benefits for Schools Districts

- **Unified platform (ALC & Lyft)**
- **Student profile**
- **Trip management**
 - **Track, rate, cancel, activate will-call**
- **Real-time trip tracking**
 - **ETA, map, driver & vehicle information**
- **White labeled and branded for your district**
- **Localization support**
- **Real-time updates**



MRM Platform –

Totally customizable user interface
to be branded to your brand.

Find Member

Search by full member ID, or all fields must have entries.

First Name

Enter the FIRST few characters or the full name.

Last Name

Enter the FIRST few characters or the full name.

Member ID

Enter the LAST few characters or the full ID.



clear fields

Welcome to My Ride Manager



Search for a member above. Results will be displayed here.

MRM – Student Search

Find Member

Search by full member ID, or all fields must have entries.

First Name

a

Enter the FIRST few characters or the full name.

Last Name

b

Enter the FIRST few characters or the full name.

Member ID

5

Enter the LAST few characters or the full ID.



clear fields

× Close Results

First Name

A

Last Name

B

Member ID

***5





Profile


View Trip List

MRM – Student Search Results



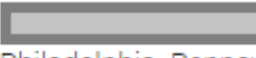
[Back to Member Search](#)


An  Br 
[View Profile](#)

[Today \(1\)](#) [Future \(6\)](#) [No Show \(0\)](#) [Completed \(3\)](#)

 [Scheduled Today](#)

 [Cancel Trip](#)

 700 North Cedar Road
Jenkintown, Pennsylvania 19046
 
Philadelphia, Pennsylvania 19142

 Scheduled - 11/27/2018 03:15 pm

Service Level
Curb to Curb

Trip Number: 23137616


MRM –
Student Trip (Today)

[Back to Member Search](#)

An  Br 

[View Profile](#)

[Today \(1\)](#) [Future \(6\)](#) [No Show \(0\)](#) [Completed \(3\)](#)

 [Scheduled Today](#)

 [Cancel Trip](#)



700 North Cedar Road
Jenkintown, Pennsylvania 19046




Scheduled - 11/27/2018 03:15 pm

Service Level

Curb to Curb




Philadelphia, Pennsylvania 19142

Trip Number: 23137616

MRM –
Student Trip (Today)

[Back to Member Search](#)

An Br

[View Profile](#)

Today (1) [Future \(6\)](#) No Show (0) Completed (3)



Scheduled 11/28/2018

 Cancel Trip



Philadelphia, Pennsylvania 19142



Scheduled - 11/28/2018 07:01 am

Service Level
Curb to Curb



700 North Cedar Road
Jenkintown, Pennsylvania 19046

Trip Number: 23160116



Scheduled 11/28/2018

 Cancel Trip



700 North Cedar Road
Jenkintown, Pennsylvania 19046



Scheduled - 11/28/2018 03:15 pm

Service Level
Curb to Curb



Philadelphia, Pennsylvania 19142

Trip Number: 23160119



Scheduled 11/29/2018

 Cancel Trip



Scheduled - 11/29/2018 07:01 am

Service Level
Curb to Curb

MRM –
Future Trips

Find Facility

Search by Name or Address

Search for a Facility

pa mile

PA MILESTONE ACADEMY

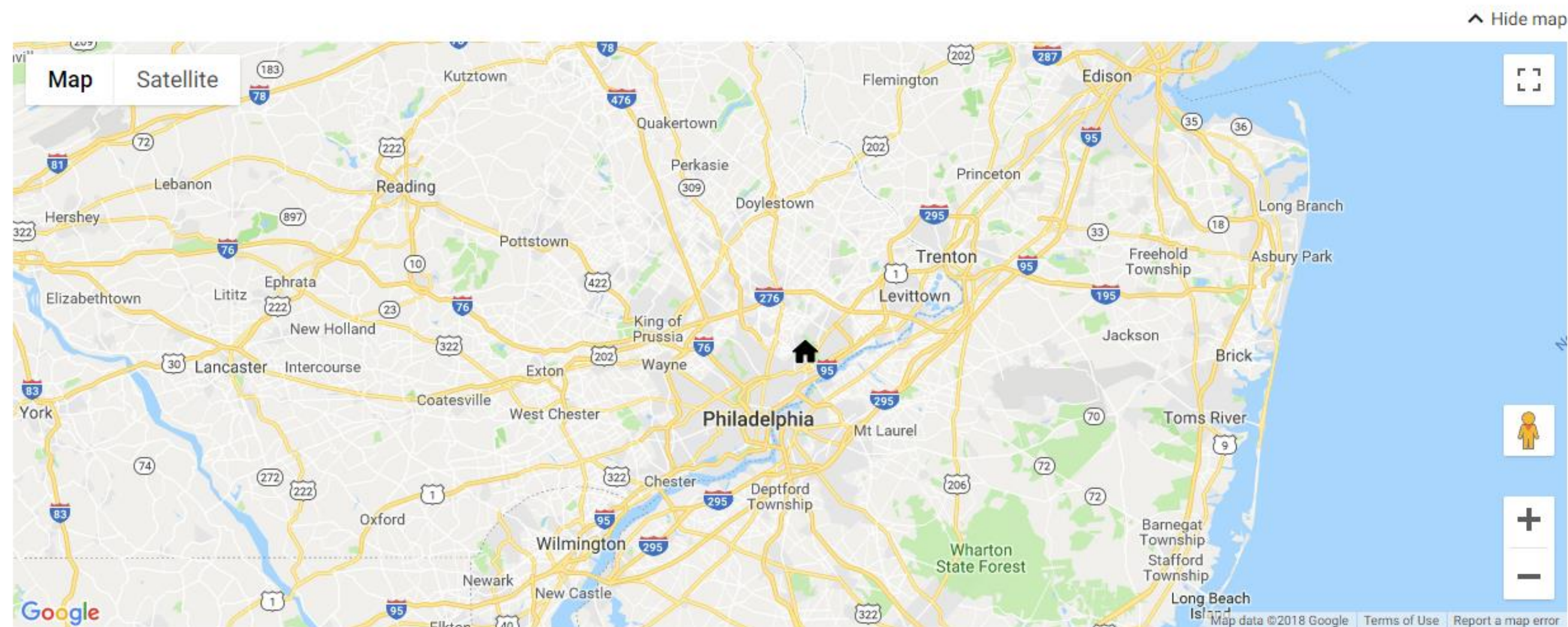
700 North Cedar Road, Jenkintown, Pennsylvania 19046

MRM –
Facility Search

PA MILESTONE ACADEMY

700 North Cedar Road, Jenkintown, Pennsylvania 19046
(215) 663-1160

Search for a Facility



Current (0) Future (9) Completed (8)

Tia*** Com*** ***066

Completed 11/26/2018

Service Level
Curb to Curb

MRM –
Facility Results with Google Maps
Integration



PA MILESTONE ACADEMY

700 North Cedar Road, Jenkintown, Pennsylvania 19046
(215) 663-1160

Search for a Facility



▼ Show map


Current (0) Future (9) Completed (8)


 Tia*** Com*** ***066  

 **Completed 11/26/2018**

 **Pickup**
PA MILESTONE ACADEMY

 **Dropoff**

Philadelphia, Pennsylvania 19143

 Scheduled - 11/26/2018 03:15 pm EST
On Site - 11/26/2018 03:02 pm EST
Picked Up - 11/26/2018 03:10 pm EST

 Dropped Off - 11/26/2018 04:07 pm EST

Service Level

Curb to Curb

Driver Name

YARED

Vehicle

TOYOTA COROLLA




Color

SILVER

License Plate


JRV7651

Trip Number: 23117687

 Che*** Hin*** ***785  

 **Completed 11/26/2018**

 **Pickup**
PA MILESTONE ACADEMY

 Scheduled - 11/26/2018 03:15 pm EST
On Site - 11/26/2018 03:02 pm EST
Picked Up - 11/26/2018 03:10 pm EST

Service Level

Curb to Curb

Driver Name

YARED

Vehicle

MRM –
Facility Results (Completed)




PA MILESTONE ACADEMY

700 North Cedar Road, Jenkintown, Pennsylvania 19046
(215) 663-1160


Search for a Facility

▼ Show map

Current (0) Future (14) Completed (9)

 Any*** Bro*** ***535  

✕ Cancel Trip

 **Scheduled 3:15 PM EST**

Service Level
Curb to Curb



Pickup



Scheduled - 11/27/2018 03:15 pm EST




PA MILESTONE ACADEMY




Dropoff

Philadelphia, Pennsylvania 19142

Trip Number: 23137616

 Tia*** Com*** ***066  

✕ Cancel Trip

 **Scheduled 3:15 PM EST**

Service Level
Curb to Curb



Pickup



Scheduled - 11/27/2018 03:15 pm EST

PA MILESTONE ACADEMY

MRM –
Facility Results (Future)




PHIL WILLIAM H. HUNTER ES


2400 North Front Street, Philadelphia, Pennsylvania 19133
(215) 291-4710

Search for a Facility



▼ Show map


Current (0) Future (5) Completed (5)

 Amj*** Can*** ***561  

 **No Show 11/26/2018**

 **Pickup**
PHIL WILLIAM H. HUNTER ES

 **Dropoff**

Philadelphia, Pennsylvania 19140

 Scheduled - 11/26/2018 03:09 pm EST
On Site - 11/26/2018 03:11 pm EST

 No Show - 11/26/2018 03:25 pm EST

Service Level
Wheelchair - Curb to Curb




Driver Name
SAMSON

Vehicle
HONDA ACCORD

Color
SILVER

License Plate
KCJ3949

Trip Number: 23117786

 Mar*** Pla*** ***651  

 **Completed 11/26/2018**

 **Pickup**
PHIL WILLIAM H. HUNTER ES

 Scheduled - 11/26/2018 03:09 pm EST
On Site - 11/26/2018 03:11 pm EST
Picked Up - 11/26/2018 03:12 pm EST

Service Level
undefined - Curb to Curb

Driver Name
SAMSON

MRM –
Facility Results (No
Show)



Case Studies

Denver Public Schools Strike

In the midst of a teachers' strike, tensions can run high. In these scenarios, ALC Schools coordinated student transportation model can provide the agility and responsiveness to ensure necessary adjustments and accommodations are made for smooth operations and continuity.

When the Denver Public Schools District (DPS) was advised that a teacher's strike was imminent, the ALC Schools team worked closely with DPS to develop a plan of action.

ALC Schools first identified all DPS routes which would be specifically impacted during a strike. The 120 impacted campuses were to be staffed by substitute teachers, so the plan was to have ALC Schools "boots on the ground" at impacted campuses to assist (substitute teacher) staff as students were dropped off on campus. With the school district's approval of the plan, the ALC Schools team started up operations on the first day of the strike – with personnel in the office at 5am in the morning – ready for action. Recognizing that some campuses may not have any substitute staff show up, the ALC Schools Field Operations team worked closely with the DPS team to redirect students to sister campuses they were able to confirm were open and operational. ALC Schools' Denver Field Operations team notified the driver fleet to be aware of the scenario.

To date, student transportation for DPS has moved forward with zero disruption due to strike activities.

Hurricane Harvey

In December 2017, ALC successfully completed the routing and transportation of more than 650 school children affected by Hurricane Harvey across the Houston, Texas-area.

ALC was charged with the logistics of working with the Houston Independent School District, the Katy Independent School District, and other districts in the area to route and schedule school transportation for those children impacted by the hurricane. Since ALC had a contract in place with National IPA, the transportation management company was able to start immediately.

The task at hand was challenging due to unique and complex logistics scenarios. The Houston-area school districts cover a broad geographic area, where the farthest distance north to south can be 90 - minutes in transit. Following Hurricane Harvey, the Houston-area suffered a loss of both school buses and school bus drivers. Sourcing and vetting fully credentialed drivers was a sizeable task, as was the process of informing parents of the new transportation arrangements. Due to the fluidity of many families' circumstances, oftentimes by the time transportation was assigned, families had again relocated due to temporary lodging constraints. In addition, some students had to attend new schools due to their schools being shut down. Many of the children being transported were special needs students.

ALC Houston Hurricane Harvey Support by the Numbers



Throughout the 2017-2018 school year, ALC supported initial requests to transport 151 unique student passengers, with multiple students riding in the morning or afternoon only.

- Throughout the school year, ALC supported transportation requests to and from 77 different schools of attendance, including 40 schools with only one student in attendance.
 - This equates to 52% of the schools with only one student in attendance.
- From October 2017 to April 2018, ALC accommodated more than 900 transportation requests to either add/drop students, change pickup location, etc.

Until the end of the school year, ALC continued to transport 400-plus students, under the Hurricane Harvey Transportation Relief Program.

ALC's Disaster Recovery & Business Continuity Plan

Our IT staff has been specially trained and has safeguards in place to ensure information system uptime, data integrity and availability, and business continuity in the event of a disaster.

Below is our process-level plans for ensuring business continuity and protecting critical technology platforms and the telecommunications infrastructure. In the event of an actual emergency situation, modifications may be made to ensure physical safety of our people, our systems, and our data.

Information Technology Statement of Intent

This document delineates our strategies and procedures for technology disaster continuity, as well as our plans for recovering critical technology platforms and communications infrastructure. In the event of an actual emergency situation, modifications to this document may be made to ensure physical safety of our people, our systems, our data, and our customer's data.

Resilience is the ability to provide and maintain an acceptable level of service in the face of faults and challenges to normal operation. We design resilience into all aspects of our Information Technology.

Major Goals

- Minimize interruptions to normal operations
- Limit extent of disruption and damage
- Minimize operational and economic impact of any interruption
- Establish alternative means of operation in advance
- Train personnel in emergency procedures
- Provide for smooth and rapid restoration of service

Strategies

We employ the following strategies to minimize interruptions to normal operations, and provide for smooth and rapid restoration of service when they do occur.

- Design resiliency in from the ground up
- Reduce/eliminate single points of failure
- Robust onsite and offsite backups, with active monitoring and testing
- Proactive monitoring of services, applications, OS, hardware, and network for performance or functional issues



- Configuration management on all mission- and business- critical systems
- Standardized, enterprise-level, equipment and providers
- Designated primary and alternate personnel for each Role/Task
- PCI DSS compliance, where applicable
- HIPAA compliance, where applicable
- Continuous process and procedure testing/improvement

Technology Partners

- Hewlett Packard
- Dell
- Apple
- BlackBerry
- Google
- Caterpillar
- APC
- Cisco
- (ShoreTel)
- Microsoft
- VMWare
- ESRI
- Quest Software
- Tableau Software
- Sprint
- ATT
- Verizon

Preparation

We maintain the following written documents and procedures to facilitate the rapid restoration of business operations following a disaster:

- Internal Contact List
- Vendor/Support Contact List (outside parties)
- Emergency Response Procedures
- Mission Critical applications
- Computer Systems
- Acts of God or Criminal Behavior
- Building and Maintenance
- Major Accident/Incident/Public Image
- Recovery Actions Procedures
- Serious Subsystem Failure (Server, Power, LAN connectivity, Internet connectivity, Site connectivity, Climate Control)
- Facility Unavailable
- Regional Disaster / Site Failover
- Insurance to augment resources to quickly respond



We periodically test these procedures, and update as necessary from results. Details are available upon request.

Problem Space – Potential Causes of Disruption

Common Component Failures

Failures of moving parts and other components are the most common cause of impairment. Common failures include RAM, Power Supplies, Fans, Hard Drives, along with external connections such as patch cables and power cords.

We configure redundancy and fault tolerance, at the component level, into all of our Mission and Business- critical servers and devices. For example, we include redundant power supplies, redundant UPS's and electrical circuits, redundant fans, ECC RAM, RAID 10 and RAID 5, NIC teaming wherever possible.

Serious Subsystem/Device Failure

Catastrophic failure of entire servers or subsystems can cause serious service disruption. Examples include: whole server, computer room climate control, electrical power, network switches and routers, internet connectivity, site connectivity.

We use a variety of technologies to ensure continuity of service in case of serious subsystem failure. These include Load Balancing, Clustering, Automatic Fail Over, and Manual Fail Over.

Subsystem	Resiliency Strategy
Operations Servers	Cluster with automatic failover
Storage	Fully redundant, load balanced, active-active SAN
Climate Control	Manual failover to backup system
Power	Redundant UPS's and circuits, standby generator with automatic transfer
LAN Connectivity	Hot standby with manual failover
Internet Connectivity	Each site has redundant internet links via separate ISP's, with manual failover
Site-to-Site Connectivity	Load balanced redundant link
Telecommunications	Hot standby PBX with manual failover, load balanced redundant PRI circuits

Additionally, we maintain a robust backup system that includes regular offsite media rotation, active monitoring, and periodic test restores.

Facility Unavailable

Site unavailability due Fire, Flood, Hazardous Materials, or other issue, is a serious concern. Should the alternate site (Santa Ana) become unavailable for any reason, personnel can continue to operate from any remote location (another site, home office, laptop, et cetera).

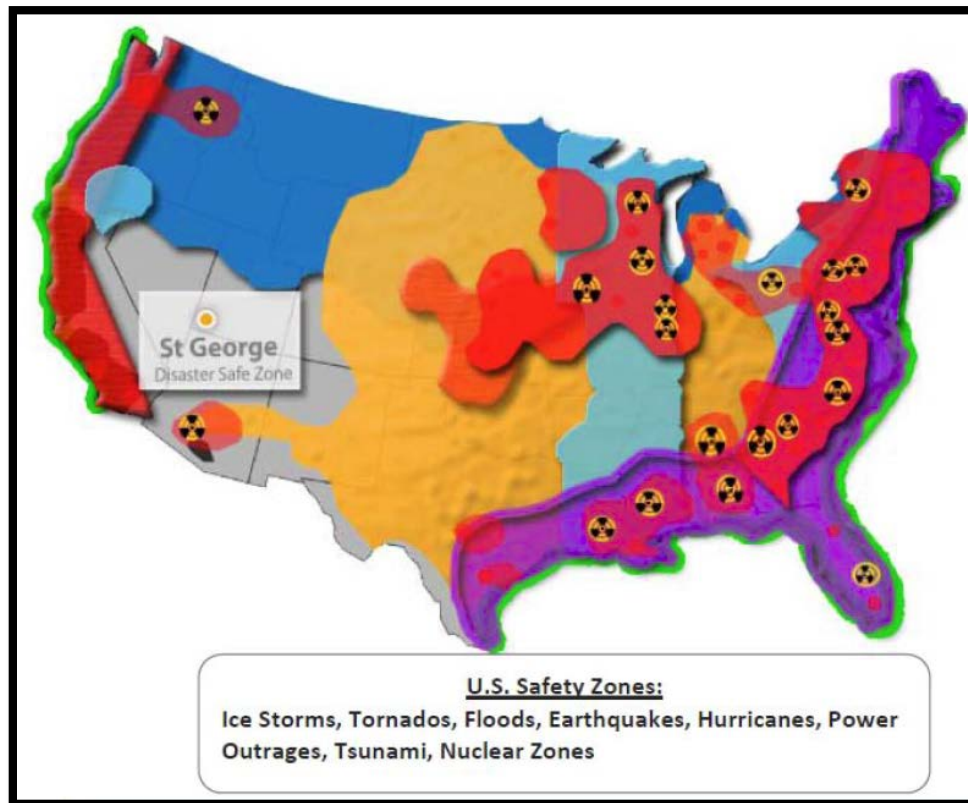


Should the main operations site (St. George) become unavailable, current plan is to relocate dispatch center operations to our alternate site (Santa Ana). We are currently updating our systems to support dispatch functionality from any remote location (another site, home office, laptop, et cetera).

Regional Disaster

Regional disasters cause widespread damage and disruption. Examples include Flood, Ice Storm, Tornado, Earthquake, Wild Fire, Hurricane, Power System Overload/Failure, Tsunami, and Nuclear Disaster.

ALC is strategically located outside of major disaster zones.



Should the main operations site (Saint George, UT) become unavailable, the current plan is to relocate dispatch center operations to our alternate site (North Carolina). We are currently updating our systems to support dispatch functionality from any remote location (another site, home office, laptop, et cetera).

Should the alternate site (North Carolina) become unavailable for any reason, personnel can continue to operate from any remote location (another site, home office, laptop, et cetera).



Additional Transportation Capabilities

ALC Schools has the ability and infrastructure in place to provide non K-12 transportation when/if needed.

Any non-school district customer needing point to point transportation can be serviced using the same pricing matrix provided in the pricing section of this proposal.



Additional Required Documents

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- ✓ DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- ✓ DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- ✓ DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- ✓ DOC #4 Texas Government Code 2270 Verification Form

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☒ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

2/19/2019

Date



Authorized Signature & Title

Craig Puckett, CEO



February 22, 2019

To whom it may concern,

The below sections have been redacted based on Appendix C, Doc #1, Open Records Policy.

Tab 2 – Products and Pricing, Page 2. ALC trade secret and company finances.

Tab 2 – Products and Pricing, Pages 9 – 15. ALC client confidential reporting.

Tab 3 – Performance Capability, Pages 29 – 35. ALC client financial reporting.

Tab 3 – Performance Capability, Pages 38 – 42. ALC client confidential reporting.

Tab 3 – Performance Capability, Pages 44 – 59. ALC financial statements.

Tab 4 – Qualification and Experience, Pages 35 – 38. ALC client contact information.

Thank you,

ALC Schools

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

844.245.0299

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

ALC Schools, LLC.
San Clemente, CA United States

Certificate Number:
2019-454561

Date Filed:
02/19/2019

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center ("ESC")

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-04
Alternative Student/Customer Transportation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Craig Puckett, and my date of birth is 9/10/68.

My address is 2402 Calle Madiesa, San Clemente, CA, 92672, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of California, on the 19 day of February, 20 19.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Craig Puckett, CEO, as an authorized representative of

ALC Schools, LLC., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.



Signature of Named Authorized Company Representative

2/19/2019

Date