



Request for Proposal Response
Solicitation Number 20-07
Region 4 ESC
Products/Pricing

August 25, 2020

Products/Pricing

1. Describe products, service and human capital management systems packages. Will a participating agency be able to create a human capital management systems package(s) based on their needs? Detail your response.

Our Human Capital Solution focuses on Managed Substitute Teacher Staffing & Other Temporary Personnel including virtual classrooms and offices. Agencies may be able to create a total talent management solution based on needs and viability and subject to an agreed upon addendum to any current agreement.

Relative to this RFP, Advantage xPO has provided similar staffing services for the following school systems:

- ☐ Rutherford County School System
 - 18 years (1999 – 2016, 2019-Present)
 - End of contract terms
 - Through RFP process, another provider was awarded the business by the District in 2016
 - Through RFP process, re-awarded the business by the District in Spring of 2019
- ☐ Iberia Parish School Board
 - 10 years (2011-Present)
- ☐ Lafayette Parish School Board
 - 10 years (2011-Present)

We have provided a substitute workforce for Rutherford County School System in Tennessee for 18 years. Our teams in this division have 27 years of experience managing the fulfillment of substitute teacher job vacancies utilizing AESOP (now Frontline) and E-School Solutions absence management tools. We serve as an extension of the School District ensuring Substitute Teachers are in place when needed, they are properly supported and managed from a HR perspective and provide transparent reporting on our performance throughout the process.

Our order fulfillment success is directly tied to our ability to manage our database of substitute candidates effectively. Our strengths in Recruitment and Substitute Teacher engagement translate to proven results. We are skilled at managing hundreds and even thousands of substitutes in our active databases within our Absence Management tools. This translates to our ability to fill jobs quickly with the right Substitute the first time. We document how our Substitutes perform on assignment based on attitude, attendance and performance. In addition to performance, we maintain a “clean” database with schedule and class preferences for our teachers so that we serve them well with a great job opportunity that matches their needs. We find this leads to better quality in our job placements.

We have over 30 years of effective database management, and 18 years' experience managing a database specifically for Teachers. We are continuously finding new ways to improve our database management, and our talent, to help drive efficiencies in substitute teacher selection and order fulfillment.

2. Describe products, service and managed business solutions packages. Will a participating agency be able to create a managed business solutions package(s) based on their needs? Detail your response.

Advantage xPO is a Total Talent Management (TTM) provider. The industry is shifting to strategic partnerships that align the contingent labor and permanent recruiting strategies into one service. This is a combination of a MSP/VMS program and a Recruitment Process

Outsourcing (RPO) program, most commonly. Additionally, our clients are finding value in services that offer more than just providing staffing. We have a Business Process Outsourcing (BPO) division that is focused on providing staff augmentation services with built in management. Our BPO services are geared towards workforce optimization and can be applied to front office, administrative, educational, mailroom, facilities, contact center, distribution and manufacturing operations. This is a scalable model that comes with all the benefits of temporary labor without the hassles of agency communication, employee relations, performance coaching, etc. It is also a flexible and scalable solution for companies with ebbs and flows in staffing needs.

3. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

An Individual Member Rebate shall be paid on the total spend with Advantage xPO, in the aggregate ("Annual Program Spend"), made by Region 4 ESC and its Affiliates during each year of the Term (including a proration for any partial year within the Term). Each Member's Individual Member Rebate will be calculated based on that Participating Members' individual total spend.

The Annual Group Rebate shall be paid on the total spend with Advantage xPO, in the aggregate ("GPO Annual Program Spend"), made by the Group during each year of the Term (including a proration for any partial year within the Term). Each Participating Member's portion of the Annual Group Rebate will be calculated based on that Participating Members' individual total spend.

4. Describe how customers verify they are receiving Contract pricing.

Advantage xPO's quality assurance starts with the program office conducting periodic rate audits through the system. When rates are out of place, they will make the necessary adjustments and invoicing/billing will adjust in the next invoice cycle.

5. Describe payment methods offered.

Pricing is based upon the following payment options: ACH, electronic funds transfer, and/or payment by check.

6. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

All prices are firm unless changes occur in state, federal, local laws, rules and regulations (ex: ACA, FICA, FUTA, SUTA), taxes, paid sick leave mandates, healthcare mandates, unemployment, or workers' compensation, which would affect Supplier's cost of doing business. Should this occur Advantage xPO shall provide Region 4 ESC with a sixty (60) day notice of the changes prior to such changes becoming effective. Any job classifications or professional positions not listed will be discussed as they arise and are mutually agreed upon by the parties.

7. Describe how future product introductions will be priced and align with Contract pricing proposed.

Pricing for all future product introductions relative to this RFP would also be governed by the agreement.

8. Provide any additional information relevant to this section.

Making a decision to outsource a non-core function within your business allows your team work strategically and focus on the mission-critical aspects of your business.

Our team members are responsible for sourcing top talent to fulfill these roles on your team as well as the actual output for the functional area. Throughout a program, they are held accountable to established KPIs and SLAs and are responsible for recruiting, managing, developing and mentoring the resources working on your behalf.

Optimizing your process with Advantage Global BPO means increasing talent quality, service and productivity while decreasing costs – our model for delivering the greatest return on human capital in the industry.

Critical, non-core functions we support include:

- ☐ Reception
- ☐ Admissions
- ☐ Data Processing
- ☐ Call Center
- ☐ Customer Service
- ☐ Administration

Other process outsourcing solutions in which we specialize are:

- ☐ Manufacturing/Distribution Process Outsourcing
- ☐ Substitute Teacher Process Outsourcing

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

Acknowledged.

Pricing

Advantage xPO believes in providing our best pricing up front. This allows for our clients to see immediate savings, versus annual savings, that may or may not be attained. Our pricing includes variable and non-variable factors. The non-variable factors include things such as FICA, FUI, SUI, Local Tax (if applicable), Workers' Compensation, Benefits (Tenure Bonus and Holiday Pay), SG&A, ACA, and Profit. The variable factors include things such as types of positions, the specific skill set required, the supply and demand of those candidates, client-specific pre-screening requirements, as well as market employment conditions and trends.

Markup Rate Tables

1. Industrial (Light & Heavy) Job Function Recruited Standard Time Markup Rates

State		Light Industrial	Heavy Industrial
AL		36.5%	38%
AR		36.5%	38%
AZ		35%	37%
CA		49%	58%
CO		35%	38%
CT		39.75%	41.5%
DE		35%	38%
FL		35%	38%
GA		39%	41%
IL		38%	39.75%
IN		33%	35%
KS		34%	36%
KY		34%	36%
MA		42%	46%
LA		34%	36%
MD		37.5%	39%
MI		37.50%	39%
MN		34%	37%
MO		38%	39.75%
MS		37%	38%
NC		37.5%	39.5%
NJ		38%	39.75%
NV		37.5%	39%
NY		41%	42%
OH		34%	35.5%

OK		36%	38.5%
OR		37%	39%
PA		39%	39.75%
SC		37.5%	39%
TN		33.5%	35%
TX		36.5%	39%
VA		38%	39.75%
WA		48%	48%
WI		33%	36%

Additional Industrial Pricing Information

Referred Staffing Services	Employees referred by the Client company will be billed at a markup 5% points less than respective recruited rates presented above. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client. We will conduct the standard background check, work history verification and work eligibility verification on referred employees.
Transitioned Staffing Services	Employees transitioned to us from another vendor will be billed at a markup 3% points less than respective recruited rates presented above. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client.
Overtime and Double-time Markup Rates	Overtime and Double-time for recruited, referred, and transition services will be billed at a markup 1% points less than standard time markup rates applied to pay rate for the worker. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client.

Pricing Notes

- **Overtime pay rates are calculated as 1.5 times the straight time pay rate. Overtime is considered hours worked in excess of forty (40) per week per temporary employee.**
 - Overtime bill rates are then calculated by applying the mark-up rate to the overtime pay rate.
- Client has the option to terminate an assignment due to change in business demands or performance issues. Employee is placed on assignment with no firm promise of full time employment.
- Rates include Workers' Compensation, Unemployment, ACA Compliance, State, Federal, and Local Taxes. Staffmark warrants that it is an independent contractor and its employees are covered by workers' compensation. Staffmark assumes responsibility for all applicable federal, state, and local withholding taxes, unemployment taxes, social security, and any other payroll charges payable to Staffmark employees.
- Payment terms are **Net 30 days** from receipt of weekly invoice, via payment made by check, ACH, or EFT.
- All prices are firm, unless changes occur in the health care mandate, state, federal, local taxes or workers' compensation, which would affect our direct cost of doing business. We will notify clients immediately and any changes would be strictly to cover cost with no provision for additional profit to Advantage xPO.
- Pricing does not include paid sick leave accruals or MSP/VMS costs.

2. Professional, IT, Engineering, & Clerical Job Function Recruited Standard Time Markup Rates

State	Professional	IT and Engineering	Clerical / Administrative
AL	40%	40%	32%
AR	41.5%	41.5%	33.5%
AZ	40%	40%	32%
CA	46%	46%	38%
CO	40%	40%	32%
CT	46%	46%	38%
DE	40%	40%	32%
FL	44%	44%	35%
GA	43%	43%	35%

IL	43%	43%	35%
IN	40%	40%	32%
KS	38%	38%	30%
KY	40%	40%	32%
LA	41%	41%	32%
MA	43%	43%	35%
MD	43%	43%	35%
MI	45%	45%	37%
MN	41%	41%	33%
MO	40%	40%	32%
MS	41.5%	41.5%	33.5%
NC	41.5%	41.5%	33.5%
NJ	46%	46%	38%
NV	41.5%	41.5%	33.5%
NY	46%	46%	38%
OH	40%	40%	32%
OK	40%	40%	32%
OR	43%	43%	35%
PA	46%	46%	38%
SC	41.5%	41.5%	33.5%
TN	38%	38%	30%
TX	41.5%	41.5%	33.5%
VA	43%	43%	35%
WA	40%	40%	32%
WI	40%	40%	32.5%

Additional Clerical, IT, Professional, & Engineering Pricing Information

Referred Staffing Services	Employees referred by the Client company will be billed at a markup 2% points less than respective recruited rates presented above. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client.
Transitioned Staffing Services	Employees transitioned to us from another vendor will be billed at a markup 2% points less than the respective recruited rates presented above. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client. We shall have no responsibility for the acts or omissions of employees transitioned from other vendors.
Overtime and Double-time Markup Rates	Overtime and Double-time for recruited, referred, and transition services will be billed at a markup 1% points less than standard time markup rates applied to the pay rate for the worker. We reserve right to adjust rates in coordination with deviations of above recruited pricing to Client.

3. Early Conversion Fees

Hours Worked on Temp Assignment	Light Industrial	Heavy Industrial	IT	Engineering	Clerical / Admin	Professional
0 – 239 hours	18%	18%	20%	20%	18%	20%
240 – 479 hours	10%	10%	15%	15%	10%	15%
480 – 719 hours	No fee	No fee	10%	10%	5%	10%
720 hours & Over	No fee	No fee	No fee	No fee	No fee	No fee

Additional Pricing Notes for Early Conversion:

- a. The noted percentage is of the hired employee's anticipated annual salary. If the individual is an hourly employee, that annual salary will be calculated assuming 2000 hours of work per year.
- b. Hours worked on temp assignment are defined as number of hours worked from temporary employee's start date through the current date, excluding un-worked holidays, sick leave, and vacation time

4. Direct Hire Pricing Fees

	Light Industrial	Heavy Industrial	IT	Engineering	Clerical / Admin	Professional
Fee	18%	18%	20%	20%	18%	20%

Additional Direct Hire Pricing Notes

1. Fees are assessed as % of starting salary for employee.
2. **Guarantee:** If the employee leaves the Client's employment for almost any reason within the first thirty- (30) calendar days, Client's fee investment will be protected. If Client elects to refill the position at that time, we will coordinate the search to recruit a replacement for the same position at no additional cost. If the employee leaves the Client's employment due to termination for performance within the first sixty (60) calendar days, we will replace for the same position at no additional cost. If the employee's position is terminated for lack of work or if Client's elect to not replace the employee, our full fee is earned. Our fees are payable if Client company should hire a candidate who has been referred to Client directly or indirectly through our efforts for any position within one (1) year of our most recent communication to Client relative to such candidate (a direct hire placement).

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 202X by and between Hire Thinking, Inc. dba Advantage xPO ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Human Capital Management Systems and Managed Business Solutions ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R_20-07_ for _____ ("RFP"), to which Contractor provided a response ("Proposal"); and

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 term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. 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' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 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. 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 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 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) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) 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.
- 26) 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.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) 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.
- 29) 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.
- 30) 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.
- 31) 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.
- 32) 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.
- 33) 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 Hire Thinking Inc., dba Advantage xPO

Address 201 East 4th Street, Suite 800

City/State/Zip Cincinnati, Ohio 45202

Telephone No. 513-651-1111

Email Address joshua.smith@advantagexpo.com

Printed Name Joshua Smith

Title Senior Vice President

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]

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
- Receipt of Addendum No. 1 and No. 2 Acknowledgements

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.)

August 7, 2020

Date

Joshua Smith, Senior Vice President

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

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

Company	Hire Thinking, Inc.	Contact
	dba Advantage xPO	Signature Sherry Donovan
		Printed Name Vice President, Strategic Sales
Address	201 East 4th Street	Position with Company
	Suite 800	Official Authorizing Proposal
	Cincinnati, OH 45202	Signature Joshua Smith
		Printed Name Senior Vice President
Phone	513-651-1111	Position with Company
Fax	877-631-0237	

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. Hire Thinking, Inc. dba Advantage xPO Cincinnati, OH United States	Certificate Number: 2020-654693
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	Date Filed: 08/07/2020
	Date Acknowledged:

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.
N/A
Human Capital Management Systems and Managed Business Solutions

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 Joshua Smith, and my date of birth is January 24, 1980.

My address is 4901 Cross Creek Court, Arlington, TX, 76017, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 7th day of August, 20 20.
(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, Joshua Smith, as an authorized representative of

Hire Thinking, Inc. dba Advantage xPO, 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

August 7, 2020
Date

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Hire Thinking, Inc.dba Advantage xPO

Contact Person Joshua Smith

Signature _____

Date August 7, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Hire Thinking, Inc. dba Advantage xPO

Contact Person Joshua Smith

Signature _____

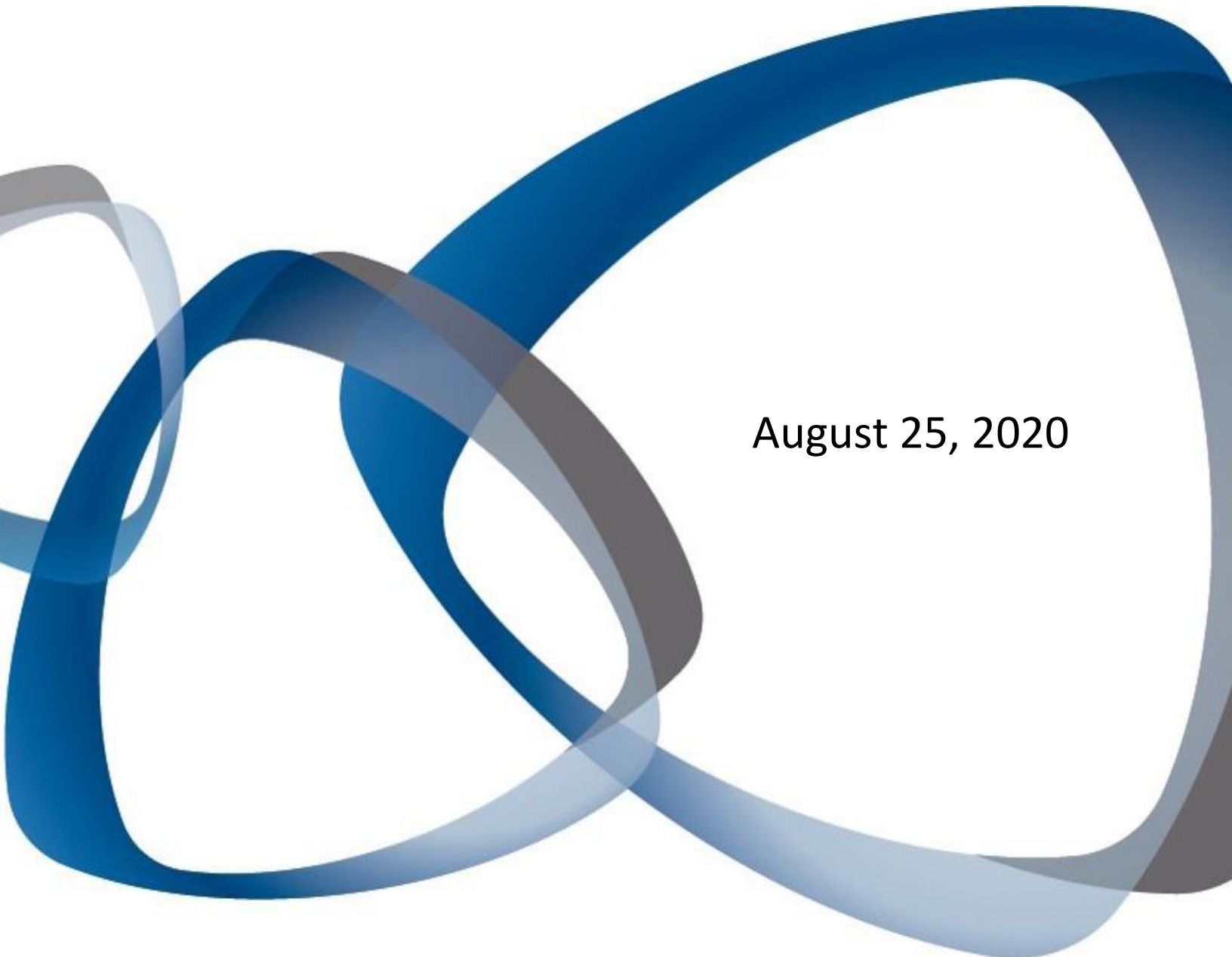
Date August 7, 2020

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



Request for Proposal Response
Solicitation Number 20-07
Region 4 ESC
Performance Capability

August 25, 2020



Performance Capability

1. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

Outside of MSP, the service for which we are most well-known, Advantage xPO also provides the following services: Recruitment Process Outsourcing (RPO), Direct Placement Programs, Business Process Outsourcing (BPO), and Human Resources Outsourcing (HRO). Our RPO services are each customized according to the needs of the client. For the most part, we offer full cycle, partial cycle, and project-based models. Our Direct Placement Programs offer customized contingent searches with nationwide coverage. Our BPO services are designed to manage non-core function positions and increase talent quality for our partner organizations. Lastly, we come with a consultative approach for our HRO partners, offering audit support, HR Generalist services, training, and HR compliance.

Our staffing brands each have a very focused niche expertise, which covers Light Industrial, Administrative/Clerical, Call Center, Technical (IT/Engineering), Professional Services, Creative, Drivers, On-Sites, Cost Per Unit, and Direct Hire placements.

Our combined brands include nearly 1,700 staffing professionals providing innovative workforce solutions for approximately 9,000 clients across the country, in nearly 450 company-owned branch, On-Site, and Cost Per Unit On-Site locations. We provide job opportunities and payroll for an average of 45,700 employees each week. Our clients range in size from single operations – with one or a handful of employees – to large national and international companies with facilities of varying sizes, across the US.

An OMNIA Partner Member Supplier since January of 2019, we have demonstrated experience in meeting the requirements laid out in *Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract*. Our national sales force is educated about our OMNIA Contract, we have illustrated how our services can be marketed and distributed nationwide, and we currently track volume and other metrics which are reported to OMNIA Partners.

2. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

We have included our proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form, which is also attached as an addendum.

3. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

These are included at the end of this section.

4. Describe how Offeror responds to emergency orders.

The key to fulfilling urgent orders is to always have a pool of pre-screened individuals who are oriented and prepared to go to the assignment on a moment's notice. With this philosophy in mind, we are able to manage quickly changing staff fluctuations and emergency orders.

When a client has an emergency (ASAP/same day) order, the servicing account manager, as well as all other available branch team members, search the internal database and start making calls immediately to applicants who have worked for the client and are eligible to return and who are pre-screened and flagged as prepared for this client's assignment.

If the local branch team feels the need for outside help, the account manager will call the surrounding sister offices and inform them of the ASAP order and request assistance. In addition, the account manager sets up a message to be sent out to employees via Call-Em-All and Text Us, our rapid communication tools.

Throughout this process, the account manager keeps the client informed of the order's progress at requested and appropriate intervals. This ASAP order remains the branch's main focus until the order is filled. Once the order is filled, the client is notified immediately, and employees are dispatched to their assignments.

5. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting delivery timelines.

For standard orders that are received from a particular client on a regular basis, we always maintain a pool of pre-screened individuals who are ready to be placed on assignment as soon as possible. Those "ready and oriented" employees are coded in our database, so that in an ASAP or same day situation, they can quickly be accessed.

Our standard time to fill an open position that is standard (not specialized) is 1 to 3 days, depending on the skill set desired, the immediacy of the position, and whether or not the client wants to screen resumes and/or perform interviews.

In addition, our standard time to fill an open position that is considered specialized is 2 to 5 days. A specialized order would include orders for skill-sets and/or pay ranges that are not typically requested by that client. On the other hand, the specialized order to one client may be standard for another, so the likelihood that we do not have candidates in our database can be quite rare – even with unusual requests.

6. Describe Offeror's ability to meet service and warranty needs.

Per our agreement with OMNIA Partners, Advantage xPO represents and warrants to OMNIA and Region 4 ESC that:

- the Services conform with statements in Advantage xPO's advertising literature, user documentation, specifications, and written warranties for the Services, including any project-specific Service warranties and any Services warranties stated herein;
- the Services provided conform to the requirements of all applicable industry, accreditation, committee and regulatory standards and applicable federal, state and local laws, regulations and ordinances;
- the Services shall be performed timely, in a workman-like manner, consistent with industry standards, and only by Advantage xPO personnel that have been sufficiently trained to perform assigned Services; and otherwise in conformance with any standards provided in this Agreement;
- Advantage xPO shall obtain, at its own cost, any and all necessary consents, licenses, approvals, and permits required for the provision of Services; and

- Advantage xPO will not employ or use any individual to perform Services who is not legally authorized to work in the United States.
- Advantage xPO shall (and shall require that any Subcontractors shall) (i) retain exclusive responsibility for the payment of wages, salaries, benefits, taxes and/or other payments to, or in respect of, Advantage xPO personnel; (ii) remain the common law employer of Advantage xPO personnel; (iii) inform Advantage xPO personnel in writing that they are not eligible to receive benefits offered to employees of customers of Advantage xPO and/or Subcontractor (in a manner inclusive of OMNIA, Region 4 ESC and/or their respective Affiliates) and retain written confirmation of same.

7. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

Although we always strive to respond to our clients' requests immediately, we know there needs to be an escalation process in place, should there ever be any concern. Client concerns of any type are quickly handled because we always ensure that we have relationships on multiple levels.

Our clients have local, branch, regional, and corporate contacts that are available for discussions regarding any issues that arise at any time throughout our partnership – whether it relates to day-to-day operations, implementation of a project or a process, general or specific performance and/or quality, customer service, staff concerns, etc.

The best scenario is that local issues can be handled on a local level, but our clients always have access to and contact with key management team members, should there be need for escalation of an issue.

A typical escalation contact schedule may look like this:

- Operations Manager
- Program Director
- Senior Vice President, Advantage xPO
- CEO

As they say, however, an ounce of prevention is worth a pound of cure, so it is important that we prevent surprises as much as possible, and we do this through continuous communication, as with our quality check process, and our Quarterly Business Reviews.

Additionally, corrective actions for associates can only be prepared by the Division Manager or Supervisor, as directed by the Division Manager. Corrective actions are retained for 120 days. Progressive actions are always utilized in the process. A Performance Improvement Program (PIP) can be utilized for any staff employee for performance basis.

Office hours from 6:00 am -4:30 pm, Monday thru Friday

8. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

Invoices will be submitted in adherence to the outlined format in the Omnia Partners Agreement. In addition, all data will be available in CVS format to Region 4 ESC and it's affiliates for record keeping purposes. Advantage xPO can provide billing weekly or bi-weekly, via email or hard copy. We can also provide utilization reports which detail:

- Absences
- Reason for Absence

- Candidates Accepting Positions
- Full Day or ½ Day Absence
- Individual Affiliate Absences
- Job Filled and Unfilled

Advantage xPO will utilize its online system to verify job order information and candidate placement on a daily basis. Upon final approval at the local division, payroll is processed and customized invoices are generated.

If a discrepancy in billing occurs, Advantage xPO will investigate and verify the discrepancy with Region 4 ESC and rectify immediately. A credit adjustment for that invoice will be issued for the amount of the discrepancy in a separate adjustment invoice.

Billing and Payment Procedures

Advantage xPO administers weekly payroll for all employees. Candidate placed under this RFP will be paid on Fridays by direct deposit for the hours worked in the prior week.

9. Describe Offeror's contract implementation/customer transition plan.

Transition Process Overview

Advantage xPO will work hand-in-hand with existing Omnia Partners, assigned candidates, and Region 4 ESC to ensure a seamless transition. Immediately following award, we will schedule and facilitate information exchange meetings.

These meetings are held to provide communication in an organized fashion and to minimize disruptions. The purpose of the meeting is for Region 4 ESC to make a formal announcement of the decision to add Advantage xPO as a vendor, as well as to introduce our company and representative. During the meeting, we will discuss options that the employees have regarding their assignment status along with information on how they can continue their assignment at your site.

Our team members will arrange to be available at specific dates and times, as well as hold multiple off-site/remote Open House style information sessions. Our team can then accommodate all employees who are applying, assist them with completion of paperwork, and continue to help them with any questions that they have about the process.

10. Describe the financial condition of Offeror.

We understand our clients want to ensure that their vendors are financially strong companies with the long-term financial strength and resources to meet their needs. RGF Staffing USA, Inc., a subsidiary of Recruit Holdings Co., Ltd., owns Staffmark Group, LLC, the parent company of Advantage xPO. Recruit is a publicly traded company on the Tokyo Stock Exchange (RHD), and is based in Tokyo, Japan. Recruit is the fourth largest staffing provider in the world, and the largest staffing firm in Japan, with a market share of just under 6%.

Recruit is a leading provider of integrated human resource services, and is also involved in marketing and promotional services, providing information for consumers in the form of magazines, internet, and mobile media. Recruit is known as the most successful consumer insight-oriented company in Japan. Our financial strength is supported by the resources and commitment of our parent company.

Additional information regarding Recruit can be found on their website at the following address: www.recruit.jp/corporate/english/.

11. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.

Advantage xPO utilizes SmartFind Express as the substitute management and dispatch system for the majority of our managed substitute teaching engagements as a performance system of record. The substitute management system allows teachers, administrators, and authorized district employees to request an absence; with or without substitute teacher coverage, track absences by leave code, and view and report key performance metrics by school.

The SmartFind Express system is a web-based system which can be accessed from any mobile device. It allows substitutes to upload a profile that will notify them of open requisitions that exist within their respective profile. The system also provides a IVR system that is capable of recruiting during the hours of 5am and 9pm. Advantage xPO uses this technology in conjunction with our branch operations staff calling and emailing available substitutes for open job requisitions.

Available Jobs:

1. Search to display all available jobs or enter a date range for your search. When the system calls out in the morning, the available jobs presented on the Web and the IVR are jobs for that day. You may be able to review available jobs for future dates if allowed by your district.
2. The system displays the list of available jobs. Job listings are preceded by a "Details Link"
3. View the details of the job on the Available Jobs Detail page. You can also accept the job, decline the job, or return to the jobs list.
4. To accept a job, click Accept Job. The Available Jobs Confirmation screen displays. If the system determines that a substitute is in the process of accepting the job on the IVR, the job will not be assigned. If the job assignment is successful, a job number is displayed.
5. To decline a job, click Decline Job. You may be required to enter a reason for the decline. A Decline message displays on the Available Jobs screen.
6. Review the details of a job currently being called on by the IVR, click the "In Callout" link for the job. The following message is displayed, "This job is currently being offered to a substitute. You may retry later." Click Return to List to return to the jobs list.

The SmartFind Express system can also be utilized to find; and accept open requisitions over the telephone. (Example):

Call-in:

From the main menu, select one of the following options.

1. **Review or Cancel Assignments** - Job information is played. Current and future jobs are played in job number order. After each job is played, you may be allowed to cancel the job. If this option is not played, contact the system operator. To cancel a job, enter a

reason from the list of decline/cancellation reasons. Canceling an assignment on the day of the job may result in being disqualified from being offered other jobs for today.

2. **Hear Available Jobs** - If feature is enabled, listen to available jobs. During morning callout, only jobs for today are played.
3. **Review or Modify Callback number** -The number currently in your profile is played. Enter all digits that will be required to call you from the location of the system. Include the long-distance code and/or area code.
4. **Review or modify Temporary Do not Call Time** - If feature is enabled, enter a time that the system can resume calling you.
5. **Review or Modify Unavailability dates** - Your current and future unavailability dates are played in start date order. You are not offered jobs that occur during this period. The unavailability period does not restrict you from calling the system and hearing jobs for any date.
6. **Review or Modify Daily Availability**
 - Review or delete time periods you are available to work.
 - Enter a new time period you are available to work.
 - Review or delete a time period you do not want to receive calls.
 - Enter a new time period that you do not want to receive calls. When entering a time period, select the days/times.
7. **Change PIN or Name Recording** - If feature is enabled, listen to available jobs. During morning callout, only jobs for today are played.

Job Offers

When the system calls you about an open job, the job information will play, including the absent employee's name, the location, classification, and dates and times of the job. Also, if special instructions were recorded for the job, they will be played. You can accept or decline the assignment. If you decline the assignment you will be asked to enter a reason for the decline and you may be disqualified from other job offers for that day during the morning callout.

Assignment Cancellations

Substitute cancelled assignment notification calls are made once an hour during callout periods. The details of the cancelled job are played. You will automatically be made available for other jobs during the time period that was held by the canceled job.

Call-out

Substitutes are called and offered jobs. The system may also call to inform a substitute of an assignment cancellation.

A substitute can:

- **Press the star (*) key for the system to wait up to 2 minutes**

When the system calls, if someone else answers the telephone and has to locate you or you have to locate your login information, the system can be told to wait for approximately two minutes. If, at that time no Access ID is entered, the system will disconnect and record that the result of the call was a no answer.

- **Access the system**

Enter your Access ID and PIN, both followed by the star (*) key.

12. Describe the Offeror's safety record.

Our Experience Modification Rate for years 2017-Present is outlined below:

EMR 2019-2020- .93

EMR 2018-2019- .91

EMR 2017-2018- .99

13. Provide any additional information relevant to this section.

Please see Addendums to this section titled [Safe & Secure Schools Plan](#) and [Workplace Safety and Protection](#).

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES JS Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES JS Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Hire Thinking, Inc. dba Advanatge xPO

Address, City, State, and Zip Code: 201 East 4th Street, Suite 800, Cincinnati, Ohio 45202

Phone Number: 513-651-1111 Fax Number: 877-631-0237

Printed Name and Title of Authorized Representative: Joshua Smith, Senior Vice President

Email Address: Joshua.Smith@advantagexpo.com

Signature of Authorized Representative: _____ Date: August 7, 2020

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV-7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200. Appendix II. Required Contract Clauses

1. Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, paid by Contractor and approved by the Participating Public Agency in connection with the Scope of Work in place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the

compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as

supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.”** However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

- (1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses
- (3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of

the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as**

FEMA awards under these programs do not meet the definition of "funding agreement."

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the

Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

- a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules):*

Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement*, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

- d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

“Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ 1; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

“Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award

documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Hire Thinking, Inc. dba Advantage xPO, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Joshua Smith, Senior Vice President

Name and Title of Contractor's Authorized Official

August 7, 2020

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.
- c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency

officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.”

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror’s Name:

_____ Hire Thinking, Inc. dba Advantage xPO

Address, City, State, and Zip Code:

201 East 4th Street, Suite 800, Cincinnati, Ohio 45202

Phone Number: 513-651-1111

Fax Number:

877-631-0237

Printed Name and Title of Authorized

Representative: Joshua Smith, Senior Vice President Joshua.Smith@advantagexpo.com

Email Address:

Signature of Authorized Representative:

Date:

August 7, 2020

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.

**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: Hire Thinking, Inc. dba Advantage xPO

Street: 201 East 4th Street, Suite 800

City, State, Zip Code: Cincinnati, Ohio 45202

Complete as appropriate:

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

OR:

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

OR:

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

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

Name	Address	Interest
Staffmark Group, LLC	201 East 4th Street, Suite 800, Cincinnati, Ohio 45202	100%

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

August 7, 2020

Date

Joshua Smith, Senior Vice President

Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: Hire Thinking, Inc. dba Advantage xPO

Street: 201 East 4th Street, Suite 800

City, State, Zip Code: Cincinnati, Ohio 45202

State of Texas

County of Tarrant

I, Joshua Smith of the Arlington
Name City

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

I am the Senior Vice President of the firm of Hire Thinking, Inc. dba Advantage xPO
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

Hire Thinking, Inc. dba Advantage xPO
Company Name

Joshua Smith, Senior Vice President
Authorized Signature & Title

Subscribed and sworn before me

this _____ day of _____, 20____

Notary Public of _____
My commission expires _____, 20____

SEAL

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

Company Name: Hire Thinking, Inc. dba Advantage xPO

Street: 201 East 4th Street, Suite 800

City, State, Zip Code: Cincinnati, Ohio 45202

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.

August7, 2020
Date

Joshua Smith, Senior Vice President
Authorized Signature and Title

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

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information 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.

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.”

Required Pursuant to N.J.S.A. 19:44A-20.26

☐ Check here if the information is continued on subsequent page(s)

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.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:** Hire Thinking, Inc. dba Advantage xPO

☐ 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:

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

Subscribed and sworn before me this ____ day of _____,
2 .

(Notary Public)

My Commission expires:

(Affiant)_____
Joshua Smith, Senior Vice President

(Print name & title of affiant)

(Corporate Seal)

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

Quote Number: _____ Bidder/Offeror: Hire Thinking, Inc. dba Advantage xPO

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): Joshua Smith Signature: _____

Title: Senior Vice President Date: August 7, 2020

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE

HIRE THINKING, INC.
0100940963

The Division of Revenue and Enterprise Services hereby affirms that the following annual report for HIRE THINKING, INC. was submitted on 02/07/2020 for the year: 2020

Registered Agent and Office

CORPORATION SERVICE COMPANY
PRINCETON SOUTH CORPORATE CTR
STE 160, 100 CHARLES EWING BLVD
EWING, NJ 08628

Main Business Address

201 East 4th Street, Suite 800
Cincinnati, OH 45202

Principal Business Address

100 Princeton S. Corp. Ctr., Ste 16
100 Charles Ewing Blvd
Ewing, NJ 08628

Officers and Directors

PRESIDENT
Eugene Cutolo
201 East 4th Street, Suite 800
Cincinnati, OH 45202

TREASURER
Jennifer Prospero
201 East 4th Street, Suite 800
Cincinnati, OH 45202

OTHER
Don Dixon
201 East 4th Street, Suite 800
Cincinnati, OH 45202

OTHER
Clara Davis
201 East 4th Street, Suite 800
Cincinnati, OH 45202

DIRECTORS
Rob Zandbergen
201 East 4th Street, Suite 800
Cincinnati, OH 45202

DIRECTORS

Continued on next page...

**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
ANNUAL REPORT CERTIFICATE**

**HIRE THINKING, INC.
0100940963**

Eugene Cutolo
201 East 4th Street, Suite 800
Cincinnati, OH 45202

SECRETARY
SUZANNE PERRY
201 EAST 4TH STREET
SUITE 800
CINCINNATI, OH 45202



Certificate Number : 2457652416
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingCert/JSP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and affixed
my Official Seal, this
7th day of February, 2020*

*Elizabeth Maher Muoio
State Treasurer*



Safe and Secure Schools Plan

Prepared for
Region 4 Education
Service Center
Member Companies

Welcome



Advantage xPO has prepared this handbook for our Substitute Teaching contract employees so that they are fully informed about our Safe and Secure Schools Plan.

We expect all of our employees to do their best to represent Advantage xPO in a positive fashion, and to provide the best possible environment for the young people of the school systems to which they are assigned.

PROFESSIONALISM



Advantage xPO recognizes the need for our substitute teachers assigned within each school to assist in securing order and to protect students from harm while in their custody.

To accomplish this end, it is imperative that substitute teachers adhere to the same standards that are put forth for certified teachers. Maintain a professional attitude toward your work. Substitute teachers are expected to observe the same ethical codes as regular teachers.

A friendly, cheerful and cooperative attitude toward both the building personnel and pupils will help to start the day right and tend to keep it running smoothly. Your **attitude** will have a great deal to do with your acceptance by the faculty and the students

COMPLAINTS



If a complaint is received on a substitute teacher's performance or behavior, the substitute will be contacted by the Advantage xPO. The nature of the complaint will be discussed, and appropriate actions will be decided upon.

A school can request that a substitute teacher be restricted from substituting at that school. These requests will be honored by Advantage and depending on the circumstance and the nature of the reason for the restriction, Advantage may or may not notify the substitute of this restriction.

An occurrence of the following behaviors may result in immediate removal from the substitute teaching program:

- Using profanity in the presence of students
- Endangering students by leaving them unattended for inappropriate amounts of time or by falling asleep in the classroom
- Making sexually or racially inappropriate oral/written comments or displaying inappropriate graphic or physical conduct, or subjecting students to racial or sexual harassment
- Touching of students
- Using alcohol or unlawful drugs on school premises
- Insubordination
- Willful violation of school rules/regulations
- Willful refusal to follow instructions and or lesson plans left by the classroom teacher

CLASSROOM MANAGEMENT



Engaging Students-be sure you have the attention of everyone in your classroom before you start your lesson.

Direct Instruction-begin each class by telling the students exactly what will be happening. The teacher outlines what he/she and the students will be doing this period.

State expectations for behavior prior to the activity or lesson.

Monitoring-Actively move around room.

Modeling-courteous, prompt, enthusiastic, in control, patient and organized provide examples for students through their behavior. (i.e. if you want students to use quiet voices while they work, you too will use a quiet, but assertive voice as you move through the room helping students

Classroom Management



Low-Profile Intervention-Intervention should be quiet and calm between teacher and student.

Positive Discipline-use classroom rules that describe the behaviors you want instead of listing things the students cannot do. Instead of “no running in the room,” use “walk from one station to another.” Refer to the rules as expectations. Let your students know this is how you expect them to behave in class.

Redirecting Behavior-Describe the problem, describe the desired behavior, check for understanding, and provide positive feedback.

Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation



Discrimination (Sexual, Racial, Ethnic, Religious)

Students shall be provided a learning environment free from sexual, racial, ethnic and religious discrimination. It shall be a violation of this policy for any employee or any student to discriminate against or harass a student through disparaging conduct or communication that is sexual, racial, ethnic or religious in nature. The following guidelines are set forth to protect students from discrimination.

Student discrimination will not be tolerated. Discrimination is defined as conduct, advances, gestures or words either written or spoken of a sexual, racial, ethnic or religious nature which:

1. Unreasonably interfere with the student's work or educational opportunities; or
2. Create an intimidating, hostile or offensive learning environment; or
3. Imply that submission to such conduct is made an explicit or implicit term of receiving grades or credit; or
4. Imply that submission to or rejection of such conduct will be used as a basis for determining the student's grades and/or participation in a student activity.

Student Discrimination, Harassment, Bullying, Cyber-bullying and Intimidation



Substitute teachers are expected to demonstrate appropriate behavior at all times. Victims of sexual harassment shall report these conditions to the immediate supervisor of the offending person. Confidentiality will be maintained and no reprisals or retaliation will occur as a result of good faith reporting of charges of sexual harassment.

The Director of Schools shall be responsible for investigating all complaints of sexual harassment. If satisfactory resolution of the complaint is not reached, the student may appeal the matter to the Director of Schools, and ultimately, to the Board.



Supervision of Pupils

Children shall be supervised either by a teacher assigned to the group or a person appointed by the principal at all times during the school day including recess periods, play periods, and lunch periods.

No pupil enrolled in grades K-12 shall be permitted to leave the school campus during the regular lunch period except for medical reasons.

SEARCHES BY SCHOOL PERSONNEL



Any principal, or his/her designee, having reasonable suspicion may search any student, place or thing on school property or in the actual or constructive possession of any student during any organized school activity off campus. This includes but is not limited to: buses, vehicles of students or visitors, and containers or packages if he/she has the belief that the search will lead to the discovery of:

- Evidence of any violation of the law;
- Evidence of any violation of school rules or regulations or proper standards of student or faculty conduct;
- Any object or substance which, because of its presence, presents an immediate danger of harm or illness to any person.

Substitute teachers ARE NOT allowed to search any student, place, or thing.

Reporting Accidents on School Property



Accidents (even minor) that involve any pupil under your supervision must be reported to the principal immediately. A report of any accident taking place in a school will be filed in the offices of both the principal and Director of Schools. Forms for reporting accidents are available from the office of the Director of Schools.

In all accidents serious enough to require medical attention or requiring the student to be taken home, or in all cases that the staff member in charge deems desirable, reports will be made and filed as stated above.

No person other than officials of the School System shall be allowed to interview a pupil at the school except with the approval of the principal.



Reporting Accidents & Injuries

As an Advantage xPO employee, if you have any accident or injury, no matter how slight, it must be reported to Advantage xPO immediately. If necessary, you will be directed to an appropriate medical outlet for treatment.

Always:

- Report Injury Immediately
- Complete First Report of Injury (a State requirement)
- Update Advantage xPO on any medical changes/doctor visits
- Provide all medical documentation to Advantage xPO as soon as possible

PLEASE NOTE:

Failure to comply with the Accident Reporting Procedure may jeopardize your workers' compensation benefits and your employment status with Advantage xPO.

Health & Safety Issues



Medicines

Substitute teachers may not administer medication of any kind to a student(s) at any time. Check with the individual school administration to the procedures followed in the school concerning the administering of medications.

Students who appear to be ill should be sent to the office immediately, accompanied by another student if necessary.

Drug-Free Workplace

All employees of Advantage xPO are required to read and sign our ***Substance Abuse Policy and Drug Screen Authorization and Consent.***

This policy clearly specifies Advantage xPO's policy against substance abuse, including the unlawfulness of manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace, on workplace property, or while conducting workplace business on the premises. Violation of this policy will lead to immediate termination.



Health & Safety Issues

Tobacco and Vape-Free Schools

All uses of tobacco, electronic/battery operated devices, vapor products, and all other associated paraphernalia are prohibited in all of the school district's buildings and in all vehicles that are owned, leased, or operated by the district.¹ Smoking and vaping shall be prohibited in any public seating areas including, but not limited to, bleachers used for sporting events or public restrooms.²

Employees and students in the school district will not be permitted to use these products while they are participants in any class or activity in which they represent the school district.

Any student who possesses these products may be disciplined and/or issued a citation by the school principal and/or school resource office.

Signs will be posted throughout the district's facilities to notify students, employees, and all other persons visiting the school that the use of these products is forbidden.

Classroom Safety



Arrival in Classroom - Safety Check

- Ensure classroom door is locked
- Locate telephone or emergency call button
- Locate teacher roster
- Locate evacuation map

Medical Event / Emergency

- Notify office immediately
- Remove all uninvolved persons from classroom
- Await arrival of Administration and medical responders
- Do not move patient/student unless endangered.

Student Fight / Physical Altercation

- Notify office immediately.
- If unsafe situation, remove uninvolved students from the room
- Verbally order the students to stop.
- Await arrival of SRO and or Administrator

Unwanted Visitor / Intruder

- Tell person to leave the classroom
- Notify office immediately
- If person is outside classroom, close locked door.

Contraband Observed (Weapon, drugs, marijuana, vape device)

- If unattended, move students away from it.
- Notify office immediately. Do not touch.

9.1 Workplace Safety and Protection

9.1.1 Safety

Our Company strives to provide our employees with a safe work environment. We provide safety information to our employees through various methods, including, but not limited to: team meetings, conference calls, training sessions, and safety updates on myConnect. Each employee is expected to obey the safety rules and exercise caution and common sense in all work activities. All employees must immediately report any unsafe conditions to their supervisor or their Safety Director. Employees who fail to report any dangerous situation, may be subject to disciplinary action, up to and including termination of employment.

Employees involved in work place accidents or injuries should report this immediately to their supervisor. Employees involved in work place accidents will be required to complete a drug screen at the time of the incident or at the earliest possible time if the injury requires immediate medical attention.

9.1.2 Security

The security of employees is also of critical importance to the Company. The Company recognizes that outside influences sometimes make keeping environments safe and secure an even greater challenge. Threats, threatening behavior, or acts of violence against employees, visitors, guests, or other individuals by anyone on Company property is strictly prohibited and will not be tolerated. This includes Company employee actions on client property as well. Violations of this policy will lead to disciplinary action which may include dismissal, arrest, and prosecution.

All Company employees are responsible for notifying their immediate Manager, Senior Regional Executive, or Human Resources Department representative of any threats which they have witnessed, received, or been told that another person has witnessed or received. Upon notification of such information, a thorough investigation of the incident will be conducted and the necessary steps to abate the situation will be taken. The Company understands the sensitivity of the information requested and has developed confidentiality procedures which recognize and respect the privacy of the reporting employee(s).

In order to maintain the safety and protection of our employees, the Company has developed a comprehensive Workplace Violence eLearning, which is required training curriculum for all internal employees. Topics covered include information on the nature of workplace violence,

how to identify potentially violent individuals and situations, warning signs of violence, and steps to take to minimize the potential for violence. Corporate Legal, Workers' Compensation and Human Resources departments will investigate all threats or acts of violence in the workplace. The Human Resources Department will maintain confidentiality of information received from employees to the greatest extent practicable, consistent with a thorough investigation of the situation. Sensitive information will be shared with Management on a "need to know" basis only.

9.1.3 Weapons Prohibited

The Company strictly prohibits the possession of weapons in the workplace. Weapons are not permitted on Company premises, client premises, or in Company vehicles, unless state law prohibits this policy. Any employee found to be in possession of a weapon on Company premises will be severely disciplined, up to and including termination of employment. The Company also prohibits any contractors, visitors, vendors, or clients to possess weapons while on Company property. Possession of such will result in such individual being asked to leave the premises.

Employees who choose to carry mace/pepper spray for personal protection while coming to and going from work may bring such items on-site. It is a violation of this policy, however, to openly display or inappropriately refer to possession in a threatening or disruptive manner while performing work responsibilities or interacting with coworkers or clients in the course of work. Any employee choosing to carry spray canisters for his or her personal protection while coming to and going from work shall be liable for the cost of property damage, cleanup, or injury to others should the canister discharge at work.

9.1.4 Corporate Security

Company employees who work at the Corporate facility will be required to carry a personalized badge with their picture at all times. This badge will be used to access the company floors. A strict policy of no "tailgating" will be enforced – each corporate employee is required to use their own badge and to not let any person whether employee or not access to any floor. Security cameras have been installed in various locations throughout the corporate office and monitored to enable the company to monitor activity as needed.

9.1.5 Fire Procedures

It is important that each employee be aware of the evacuation procedures for their work location. Employees should be familiar with where the emergency exits are located. Also, become

familiar with the location of fire alarms in your office and don't be afraid to use them if an emergency situation arises.

9.1.6 Business Continuity plan: Pandemic - Infectious Disease Outbreak

It is the policy of Staffmark Group to promote a safe and healthy environment for its employees. To this end, this policy has been created in an effort to minimize exposure and absenteeism in the event that a pandemic infectious disease outbreak is a threat to our employees, their families, and our customers.

Type of Emergency:

Infectious disease outbreak – Pandemic or infectious diseases as defined by the World Health Organization (WHO) and the Center for Disease Control (CDC) specifically as it relates to outbreaks of Coronavirus, Ebola, SARS, Swine Flu (H1N1) and Avian Influenza.

Individuals may be restricted from traveling, or reporting to work. Schools may be closed causing staff days out. Quarantines may be put in place. In a pandemic, even if only a few people are infected, the threat of disease could greatly affect the behavior and normal business activities of others.

Protect Yourself

The World Health Organization's (WHO) standard recommendations for the general public to reduce exposure to and transmission of a range of illnesses are as follows, which include hand and respiratory hygiene, and safe food practices:

- Frequently clean hands by using alcohol-based hand sanitizer or soap and hot water;
- When coughing and sneezing cover mouth and nose with flexed elbow or tissue – throw tissue away immediately and wash hands;
- Avoid close contact with anyone with fever and cough;
- If you have fever, cough and difficulty breathing seek medical care early and share previous travel history with your health care provider;
- When visiting live markets, avoid direct unprotected contact with live animals and surfaces in contact with animals;
- Avoid consumption of raw or undercooked animal products. Handle raw meat, milk or animal organs with care, to avoid cross-contamination with uncooked foods, as good food safety practices require.

Preparation and awareness

Staffmark Group has management representation from the Finance, Facilities, Information Technology, Human Resources, Legal, and Risk Management departments. This group is responsible for the development, review and enactment of all business continuity responses for all Staffmark Group entities and locations. The plans developed by the BCP Team cover all potential emergencies that could result in the loss of a location, services and/or systems.

Identification of key financial and information technology individuals along with documentation of specific functions has been completed. This information is used to put the team in place during an emergency.

Redundant training on systems and processes has been completed with key individuals to ensure staffing during a pandemic.

Ability to offsite key individuals with the use of laptops and high speed connections to manage key functions and communications is in place.

Staffmark Group has a large data base of Talent along with the resources of partner staffing firms to draw from to back fill any contract employee vacancies created in a pandemic situation.

Workforce awareness of business continuity plans have been put in place through the use of bulletins and training sessions.

Staffmark Group has in place business interruption insurance to financially support needed relocation and housing of key systems and individuals in the case of an emergency along with arrangements to move key systems to offsite facilities.

Short Term

Threat assessment by the BCP Team as to the impact on Staffmark Group operations and services provided to customers and associate employees will be completed as soon as a threat has been identified by appropriate governmental organizations.

A determination of the need to offsite key individuals will be made to ensure their availability to support customers and key business systems.

An ongoing weekly assessment and recommendation for actions to be taken will be developed and communicated to Staffmark Group Management, Staff Employees, Customers, Talent and partner staffing firms.

Preparations will be made, but not enacted, to secure the Staffmark Group Corporate facility to ensure that all systems and processes remain functional.

Long Term

Key individuals would be off-sited to ensure their availability to run key systems and processes.

The Corporate facility would be secured to ensure that all systems and processes would remain functional.

A plan to line up replacement workers, through Staffmark Group resources and partner staffing firms will be implemented using key personnel.

A daily assessment and reporting on contingency operations issues will be given to Executive Management, Staff Employees, Customers, Associate/Contract Employees and partner staffing firms by the Emergency Management Response Team.

Performance Measurement and Tracking

Annual assessment will be completed of the Business Continuity Infectious Disease Plan for dealing with workforce outages along with a threat assessment of potential outbreaks. This assessment will include a review of all key individuals and their functions, the support plan for all processes, the evaluation of the capabilities of partner staffing firms and evaluation of the physical functionality of all systems when under emergency conditions.



Request for Proposal Response
Solicitation Number 20-07
Region 4 ESC
Qualification and Experience

August 25, 2020

Qualification and Experience

1. Provide a brief history of the Offeror, including year it was established and corporate office location.

Established in 1986, Hire Thinking, Inc., dba Advantage xPO, is the workforce solutions entity of Staffmark Group, LLC – delivering strategic staffing solutions to clients across North America. Staffmark Group, LLC (Staffmark Group) operates under the brands such as Advantage Resourcing, Advantage xPO, ProStaff, and Staffmark – servicing our clients across the United States since 1969.

Staffmark Group operates under the umbrella of Recruit Global Staffing (Recruit), headquartered in the Netherlands. We are owned by RGF Staffing USA, Inc. a subsidiary of Recruit Holdings Co., Ltd., a publicly traded company (RHD) based in Tokyo, Japan. Recruit is the largest staffing firm in Japan, and – from a global staffing industry perspective – the company is the fourth largest Human Capital firm in the world. Founded in 1963, Recruit is a leading provider of integrated human resource services. As an owner with deep staffing industry roots, Recruit provides widely diverse experience and resources to our company.

Historically, Advantage Resourcing started from a varied group of staffing brands that specialized in different aspects of the industry that – in 2010 – were reorganized under the Advantage Resourcing brand. At the end of 2012, Recruit purchased Advantage Resourcing and its subsidiaries. At approximately the same time, Recruit purchased Staffmark Holdings, Inc., as well, and – in Q4 of 2017, Recruit moved the management of all Advantage brands – including Advantage xPO – under the same corporate leadership of Staffmark.

2. Describe Offeror's reputation in the marketplace.

Advantage xPO has been recognized by HRO Today on their annual Baker's Dozen list for MSP for 10 years in a row. We are one of only 5 organizations to be recognized in this way. We also earned ClearlyRated's Best of Staffing® Talent Award for 2020 for providing superior service to our placed talent.

Our solutions are industry-leading because of our customer-centric approach. We recognize that each of our clients have different business challenges that they are working to solve and develop solutions that address those needs. Additionally, we have a very tenured team with many years of experience managing contingent labor programs and working with various VMS tools.

3. Describe Offeror's reputation of products and services in the marketplace.

One thing that sets the Staffmark Group family of companies apart in the eyes of our clients is our strategic focus on partnering with large organizations to act as extensions of their talent organizations – in helping develop and deploy world class solutions that not only embed best-in-class practices, but also acknowledge and map to the culture of the organizations we support and serve. Specifically, Advantage xPO has a proven track record of delivering highly efficient and effective vendor-neutral and hybrid contingent workforce management programs that deliver quality talent to organizations, meeting/exceeding cost saving targets, and mitigate risk to the client organizations.

Our brands have earned an excellent reputation for both superior coverage, and service excellence in our markets. Our in-depth knowledge of the markets we serve, allows us to consistently outperform our local and national competitors. Our longevity in the market, strategically placed branch offices, extensive applicant and client base, cutting-edge technology,

and focus on individualized client support allow us to deliver world-class service on a targeted, personal level. We keep our promises.

4. Describe the experience and qualification of key employees.

Region 4 ESC will have local, regional, and corporate contacts that are available for discussions regarding any needs, or issues that may arise at any time throughout our partnership – whether it relates to day-to-day operations, implementation of a project or a process, general or specific performance and/or quality, customer service, staff concerns, etc. The management and field support team will consist of:

Joshua Smith, Senior Vice President – Executive Sponsor

Joshua Smith serves as Senior Vice President of Advantage xPO, providing Recruitment Process Outsourcing (RPO), Managed Service Provider (MSP), and Business Process Outsourcing (BPO). Prior to his role of Senior Vice President for Advantage xPO, Josh has held positions increasing responsibility in both operations and sales throughout his tenure. He is responsible for leading client development, account strategy, and service delivery across the Advantage xPO client portfolio. As an experienced leader in strategic workforce solutions, he has distinguished himself as a results-driven performer with a strong business acumen for developing and deploying best in class programs within this discipline. He has successfully managed large teams and delivered client-focused strategies across the US. His contributions to the growth of our company have led to eleven consecutive years of recognition.

Sherry Donovan, Vice President, Strategic Sales

Sherry has over 25 years staffing industry experience. She joined Staffmark Group in November 2006 as the Regional Vice President of Georgia. In October 2008, Sherry was promoted, and moved into a National Account role where she had account management responsibility for some of our largest clients; including L’Oreal, RR Donnelley, and UPS Mail Innovations.

Prior to joining Staffmark, she was with Spherion for 11 years where she had responsibility for the Southern & Northern regions for the Franchise Division; which included 50 offices. Sherry started career in the staffing industry as an Account Manager and has held a variety of roles giving her a wide-range of experience including sales, training & development, franchise consulting, single & multi-unit management, and national accounts. She graduated from the University of South Florida with a Masters of Business Administration and Bachelors of Business Administration.

Rob Romano, Program Director

Rob has been with Advantage for 16 years. He has advanced throughout his tenure, from Account Manager, Senior Program Manager, to his current role as Program Director. As one of the Program Directors for our Business Process Outsourcing (BPO) solution, he currently supports two large outsourcing clients, comprised of 6 On-Site facilities, and a support team of 14. He is responsible for the overall success of his accounts, as well as managing all aspects of assigned on-site client relations, and is the main point of contact for all staffing related issues between Client Management and Supervisors, Corporate Management, Advantage xPO Business Units, Recruiters, Associate Suppliers and the contingent workforce assigned to the BPO. Rob has a Bachelor’s Degree in Labor Relations, with a minor in Marketing and Business Management.

Janet Lee, Talent Manager

Janet has over 20 years staffing industry experience with Advantage. She began her career with us as a Placement Coordinator, and has been promoted numerous times throughout her tenure. In her current role as Talent Manager, she manages a team of 3, and is responsible for many

things, some of which are ensuring the overall success of her team, forecasting recruiting and hiring needs, maintaining compliance, and ensuring client satisfaction.

TBD. Recruiting Coordinator

Should we be awarded the Region 4 ESC contract, we will increase our support staff by adding a Recruiting Coordinator. The Recruiting Coordinator is responsible for interviewing and screening of applicants / candidates, completing necessary reference checks, and coordinating orientation, training, and testing for applicants.

5. Describe Offeror's experience working with the government sector.

As mentioned previously, Advantage xPO operates under the Staffmark Group, LLC umbrella, along with Staffmark Investment, LLC (collectively "Staffmark") under the commercial staffing brands such as Advantage Resourcing, ProStaff, and Staffmark. Our companies have been servicing our clients across the United States, including government and public sector organizations, since 1969.

6. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

We have the normal business litigation and administrative proceedings that any business our size would have, but none that would materially affect the company.

7. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Reference #1

Entity Name: Rutherford County Schools

Contact Name, Title: Dr. Andrea Anthony, Assistant Superintendent of Human Resources and Support Services

Phone Number: 615-893-5812

Email: anthonya@rcschools.net

City, State: Murfreesboro, TN

Years Serviced: 18 years

Description of Services: Substitute Teacher Staffing, BPO Services

Annual Volume: Approximately \$3.1M

Reference #2

Entity Name: Iberia Parish School Board

Contact Name, Title: Catherine Herring, Support Services Supervisor

Phone Number: 337-365-2558

Email: caherring@iberiaschools.org

City, State: New Iberia, LA

Years Serviced: 10 years

Description of Services: Support Services Staffing

Annual Volume: Approximately \$100K

Reference #3

Entity Name: Lafayette Parish School Board

Contact Name, Title: Corey Chapman, Support Services Supervisor

Phone Number: 337-521-7000

Email: Cpchatman@lpssonline.com

City, State: Lafayette, LA

Years Serviced: 10 years
Description of Services: Support Services Staffing
Annual Volume: Approximately \$40K

Reference #4

Entity Name: Kimberly-Clark
Contact Name, Title: Scott Wenzel, Physical Testing Lab Manager
Phone Number: 920-721-2000
Email: Scott.Wenzel@kcc.com
City, State: Neenah, WI
Years Serviced: 4 years
Description of Services: Administrative & Industrial Staffing
Annual Volume: Approximately \$3.8M

Reference #5

Entity Name: L'Oréal
Contact Name, Title: Lorie White, Vice President of Manufacturing
Phone Number: 501-955-8500
Email: Lorie.White@loreal.com
City, State: North Little Rock, AR
Years Serviced: 36 years
Description of Services: Administrative & Industrial Staffing, BPO Services
Annual Volume: Approximately \$23.8M

Reference #6

Entity Name: Scott's Miracle Grow
Contact Name, Title: Cheryl Oxley, Indirect Procurement
Phone Number: 937-241-2300
Email: cheryl.oxley@scotts.com
City, State: Marysville, OH
Years Serviced: 3 years
Description of Services: MSP Services
Annual Volume: Approximately \$22.7M

Reference #7

Entity Name: Hoya Optical Labs of America
Contact Name, Title: Sharnet Arberry, Director of HR
Phone Number: 972-420-9132
Email: Sharnet.arberry@hoya.com
City, State: Lewisville, TX
Years Serviced: 3 years
Description of Services: MSP Services
Annual Volume: Approximately \$7.5M

Reference #8

Entity Name: Stepan
Contact Name, Title: Joy Robinson, Global Procurement Sr. Category Manager
Phone Number: 224-330-4203
Email: JDRobinson@stepan.com
City, State: Northbrook, IL
Years Serviced: 2 years
Description of Services: IT, Administrative, & Industrial Staffing
Annual Volume: Approximately \$3M

Reference #9

Entity Name: Sonepar USA

Contact Name, Title: Pam Midden, VP Talent Acquisition

Phone Number: 843-745-2848

Email: Pam.midden-conlin@sonepar-us.com

City, State: Charleston, SC

Years Serviced: 10+ years

Description of Services: IT, Administrative, & Industrial Staffing, and MSP Services

Annual Volume: Approximately \$12M

Reference #10

Entity Name: SPX Flow, Inc.

Contact Name, Title: Daniel Craig, Sourcing Manager

Phone Number: 704-752-4490

Email: daniel.craig@spxflow.com

City, State: Charlotte, NC

Years Serviced: 1 year

Description of Services: MSP, RPO Services

Annual Volume: Approximately \$5M

8. Provide any additional information relevant to this section.

At Advantage xPO, our mission is clear: "We align people with companies to create opportunities." We don't believe that opportunity will come knocking or that you need to be in the right place at the right time. We believe we can create this opportunity through aligning our customers with the right talent to create opportunities for growth, refinement, and organizational success.

Advantage xPO architects fully customized talent acquisition solutions for our clients. Our tailored solutions provide strong ROI for our customers in the following ways: reduced cost-per-hire, increased fill rate, improved retention, and increased hiring manager satisfaction. We offer a complete suite of Talent Management Solutions including: Recruitment Process Outsourcing (RPO), Managed Service Programs (MSP), Business Process Outsourcing (BPO), IC Compliance/Statement of Work management, Workforce Consulting, and Direct Placement (for those organizations not ready to try RPO).

Advantage xPO has a proven ability to adapt to our clients' specific business challenges by immersing ourselves in the corporate cultures and conducting a thorough market scan to better understand all the unique nuances and dynamics impacting their talent acquisition. We consistently deliver value to our clients in the following areas:

- **Scalability:** Many of our clients rely on Advantage xPO to help manage the peaks in their recruitment activity.
- **Recruitment Focus & Expertise:** Our team is singularly focused on leveraging their expertise to recruit and on-board the talent you need to run your business, allowing our clients to focus on running their business.
- **Delivering on SLAs/KPIs:** As a metrics-driven organization, we strive to meet and exceed the metrics we agree upon to measure the value and success of our client relationships.
- **Compliance:** Advantage xPO's recruitment process is compliant with federal and state employment regulations and also mitigates risks.



Request for Proposal Response
Solicitation Number 20-07
Region 4 ESC
Value Add

August 25, 2020

Value Add

1. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

A benefit to many of our clients is access to our combined Affiliated Sister Companies. While Advantage xPO provides Managed Service Provider (MSP), Recruitment Process Outsourcing (RPO), Professional Placement Programs, Business Process Outsourcing (BPO), as well as Payrolling, Independent Contractors, and SOW services, our affiliated staffing brands provide the following workforce solutions: Light Industrial, Administrative/Office, Skilled Trades, Call Center, Professional, Technical, Cost Per Unit, Creative, Information Technology, Engineering, Transportation, and Professional Employee Organization (PEO).

Under the shared ownership of Recruit Holdings, Inc. – the 4th largest Human Capital Company in the world – we share our CEO, corporate office leadership and resources, as well as a mutual national field leadership team. We create strength through collaboration and are able to bring our shared knowledge and experience, a greater depth and width of staffing services, additional geographic coverage, and a broader scope of offerings to our clients than nearly anyone in the staffing industry.