

Solicitation Audit Checklist

Proposal: AEPA 026-E Student Transportation Solutions
Awarded Vendor(s): Highland Fleet
Award Date: 12/23/25
Contract Number: 026-E

X	1 Legal Affidavit(s)
X	2 Copy of Solicitation Documents
X	3 Copy of Questions & Answers
NA	4 Copy of Addenda
X	5 Notification Report
X	6 Access Report
X	7 Opening Record
X	8 Copy of Awarded Vendor Response(s)
X	9 Evaluation Summary & Recommendation
X	10 Copy of Award Letter(s) & Copy of Signed Contract(s)

LOCALiQ

Aberdeen News
Watertown Public Opinion

PO Box 630567 Cincinnati, OH 45263-0567

AFFIDAVIT OF PUBLICATION

Cooperative Purchase, Lori Mittelstadt
Lakes Country Service Cooperative
1001 E Mount Faith AVE
Fergus Falls MN 56537-2375

STATE OF SOUTH DAKOTA, COUNTY OF BROWN

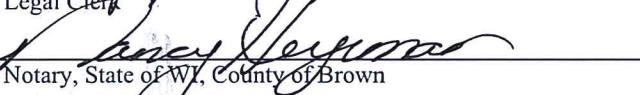
The AMERICAN NEWS is a daily newspaper of general circulation, printed and published in Aberdeen, Brown County, South Dakota, and has been such a newspaper during the times hereinafter mentioned; and personal knowledge of the facts herein state that the notice hereto annexed was Published in said newspapers in the issue dated:

07/30/2025, 08/06/2025

That said newspaper is a legal newspaper published five days or more each week; with a bona fide circulation of more than two hundred copies daily; published in the English language within the said county of Brown for more than one year prior to the first publication of said notice; and printed in whole in an office maintained at the place of publication of said newspaper.
Sworn to and subscribed before on 08/06/2025



Legal Clerk



Notary, State of WI, County of Brown



5/15/27

My commission expires

Publication Cost:	\$35.24	
Tax Amount:	\$0.00	
Payment Cost:	\$35.24	
Order No:	11487798	# of Copies:
Customer No:	1248830	0
PO #:	LABD0332478	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYMAN
Notary Public
State of Wisconsin

Legal Notice 026
Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until:

1:30 p.m. ET, September 16, 2025

Solicitations: 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

All responses shall be submitted online via Bonfire by the due date and time listed above. Vendors are requested to visit AEPA's website at <https://aepacoop.org/registration-solicitations/> for instructions on how to register at no cost with Bonfire. AEPA documents will be released on July 31, 2025. Note that Vendors must be able to provide their proposed products and services in up to 31 states.

Solicitations will be publicly opened after 1:30 p.m. ET, September 16, 2025 at Lakes Country Service Cooperative, 1001 E Mt Faith, Fergus Falls, MN 56537. An opening record will be posted to AEPA-COOP.org.

Published July 30, August 6 2025, at the total approximate cost of 35.24 and may be viewed free of charge at www.sdpbpublic-notices.com
LABD0332478

The Bismarck Tribune

AFFIDAVIT OF PUBLICATION

State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of The Bismarck Tribune, and that the publication(s) were made through The Bismarck Tribune on the following dates:

PUBLICATION DATES:

Jul. 30, 2025, Aug. 6, 2025

NOTICE ID: iMzSypfVu6ogxRBsFxXj

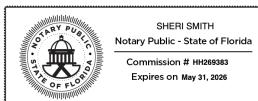
PUBLISHER ID: COL-ND-2022

NOTICE NAME: AEPA 026 - Bismarck Tribune

Publication Fee: \$136.62

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 08/07/2025

S. Smith

Notary Public

Notarized remotely online using communication technology via Proof.

**AEPA #026 – Legal Notice
Notice to Vendors**

Sealed solicitations will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its 31 State Member Agencies until:

1:30 p.m. ET, September 16, 2025

Solicitations : 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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7/30, 8/6 - COL-ND-2022



Forum Communications Company

MN Affidavit No. Hj1WDq|19Q2onKcP1sVx

AFFIDAVIT OF PUBLICATION

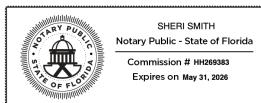
State of Florida, County of Broward, ss:

Anjana Bhadoriya, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of the The Forum of Fargo-Moorhead (MN), a newspaper printed and published in the City of Moorhead, County of Clay, State of Minnesota.

1. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.
2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.
3. The dates of the month and the year and the day of the week upon which the public notice attached/copied below was published in the newspaper are as follows: Wednesday, July 30, 2025, Wednesday, August 6, 2025
4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to §331A.06, is as follows: \$25.00 per column inch.
5. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in CASS County. The newspaper complies with conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

Anjana Bhadoriya

(Signed) _____



VERIFICATION

State of Florida
County of Broward

Subscribed in my presence and sworn to before me on this: 08/07/2025

S. Smith

Notary Public
Notarized remotely online using communication technology via Proof.

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0000521276-01

Advertiser:

N/A

Insertion Number: N/A

1 Col x 3.57 in

Color Type: 0

Description:

N/A

D-3-AII

WEDNESDAY, AUGUST 6, 2025

THE MINNESOTA STAR TRIBUNE • D3

CLASSIFIEDS + PUBLIC NOTICES

STARTRIBUNE.COM/CLASSIFIEDS • 612.673.7000 • 800.927.9233

Cooperative Purchasing Network

GENERAL POLICIES
Review your ad on the first day of publication. If there are mistakes, notify us immediately. We will make changes for errors and adjust our bill, but only if we receive notice on the first day the ad is published. We limit our liability in this way, and we do not accept liability for any other damages that may result from error or omission in or of an ad. All ad copy must be approved by the newspaper, which reserves the right to request changes, reject or properly classify an ad. The advertiser, and not the newspaper, is responsible for the truthful content of the ad. Advertising is also subject to credit approval.

Legal Notices

PUBLIC NOTICE:

Pursuant to Mn Statute 168.06 SUB D.2 the following impounded items will be auctioned at Twin Cities Transport & Recovery - 3760 Flowerfield Rd. Blaine MN 55014 763-784-7501

If it is impossible to determine with reasonable certainty the identity and address of the registered owner and all lienholders, the notice shall be published once in a newspaper of general circulation in the area where the motor vehicle was towed from or abandoned. Published notices may be grouped together for convenience and economy.

All of the listed items have the right to reclaim in accordance with Mn Statute 168.06 Subdivisions 1-5.

All unclaimed items constitute a waiver by them of all right, title, and interest in the contents and consent to sell or dispose of the contents under section 168.08.

5/2/2025 Trailer, I, Crystal PD, 5/21/2025 Enclosed Trailer | Private Property

Proposals for Bids

AEPA #026 - LEGAL NOTICE

Notice to Vendors

Sealed solicitations will be received by the Association of Educational Agencies (AEPA) on behalf of its 31 State Member Agencies until 1:30 p.m. ET, September 16, 2025. Solicitations: 026-A Furniture, 026-B Health and Wellness, 026-C LED Lighting Supplies & Equipment, 026-D Technology Catalog, 026-E Student Transportation Solutions, 026-F EMS Supplies & Equipment, and 026-G HVAC Equipment & Installation.

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Solicitations will be publicly opened after 1:30 p.m. ET, September 16, 2025 at Lakes County Service Cooperative, 1001 E Mt. Faith, Fergus Falls, MN 56513. An opening record will be posted to AEPACOOP.org.

Garage Sales - NW, SW & W Suburbs

Multi family garage sale 8/7-9, 14573 Carriage Lane NW, Prior Lake. Camping gear, household, furniture, shelves, books, decorative items, pots/pans, bikes

Place a classified ad today.

Mortgage Foreclosures

25-118428

NOTICE OF MORTGAGE FORECLOSURE SALE

THE RIGHT TO VERIFICATION OF THE DEBT AND IDENTITY OF THE ORIGINAL CREDITOR WITHIN THE TIME PROVIDED BY LAW IS NOT AFFECTED BY THIS ACTION.

NOTICE IS HEREBY GIVEN, that default has occurred in the conditions of the following described mortgage:

DATE OF MORTGAGE: July 1, 2016

ORIGINAL PRINCIPAL AMOUNT OF MORTGAGE: \$137,000.00

MORTGAGOR(S): Ervin Moore, a married man

MORTGAGEE: Mortgage Electronic Registration Systems, Inc.

TRANSACTION AGENT: Mortgage Electronic Registration Systems, Inc., MINN: 10086710000532869

LENDER OR BROKER AND MORTGAGE ORIGINATOR STATED ON THE MORTGAGE: American Mortgage & Equity Consultants, Inc.

SERVICER: Nationstar Mortgage LLC

DATE AND PLACE OF FILING: Filed July 11, 2016, Hennepin County Register of Titles, as Document Number T05363656

ASSIGNMENTS OF MORTGAGE: Assigned to: Lakeview Loan Servicing, LLC

LEGAL DESCRIPTION OF PROPERTY: Lot 8, Block 8, "Le Baron's First Addition to Minneapolis"

REGISTERED PROPERTY

PROPERTY ADDRESS: 5131 Dupont Avenue North, Minneapolis, MN 55430

PROPERTY IDENTIFICATION NUMBER: 12-118-21-22-0173 COT# 1472818

COUNTY IN WHICH PROPERTY IS LOCATED: Hennepin

THE AMOUNT CLAIMED TO BE DUE ON THE MORTGAGE ON THE DATE OF THE NOTICE: \$123,410.66

THAT all pre-foreclosure requirements have been complied with; that the debt secured by said mortgage, or any part thereof, has been instituted at law or otherwise to recover the debt secured by said mortgage, or any part thereof;

PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

DATE AND TIME OF SALE: March 18, 2025, 10:00 AM

PLACE OF SALE: Sheriff's Main Office, Civil Division, Room 190, City Hall, 350 South Fifth St., Minneapolis, MN 55415 to pay the debt secured by said mortgage, or any part thereof;

PURSUANT, to the power of sale contained in said mortgage, the above described property will be sold by the Sheriff of said county as follows:

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AFFIDAVIT OF PUBLICATION

STATE OF MINNESOTA)
COUNTY OF HENNEPIN)

 **The Minnesota Star Tribune**

650 3rd Ave. S, Suite 1300 | Minneapolis, MN | 55488

Terri Swanson, being first duly sworn, on oath states as follows:

1. (S)He is and during all times herein stated has been an employee of the Star Tribune Media Company LLC, a Delaware limited liability company with offices at 650 Third Ave. S., Suite 1300, Minneapolis, Minnesota 55488, or the publisher's designated agent. I have personal knowledge of the facts stated in this Affidavit, which is made pursuant to Minnesota Statutes §331A.07.

2. The newspaper has complied with all of the requirements to constitute a qualified newspaper under Minnesota law, including those requirements found in Minnesota Statutes §331A.02.

3. The dates of the month and the year and day of the week upon which the public notice attached/copied below was published in the newspaper are as follows:

Dates of Publication	Advertiser	Account #	Order #
StarTribune 07/30/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276
StarTribune 08/06/2025	COOPERATIVE PURCHASING CONNECTION	1000337556	521276

4. The publisher's lowest classified rate paid by commercial users for comparable space, as determined pursuant to § 331A.06, is as follows: **\$459.20**

5. Mortgage Foreclosure Notices. Pursuant to Minnesota Statutes §580.033 relating to the publication of mortgage foreclosure notices: The newspaper's known office of issue is located in Hennepin County. The newspaper complies with the conditions described in §580.033, subd. 1, clause (1) or (2). If the newspaper's known office of issue is located in a county adjoining the county where the mortgaged premises or some part of the mortgaged premises described in the notice are located, a substantial portion of the newspaper's circulation is in the latter county.

FURTHER YOUR AFFIANT SAITH NOT.

Terri Swanson

Subscribed and sworn to before me on: 08/07/2025

Diane E Rak Kleszyk



DIANE E RAK KLESZYK
Notary Public
Minnesota
My Commission Expires January 31, 2027

Notary Public

Request for Proposal AEPA RFP#026 - E STUDENT TRANSPORTATION SOLUTIONS

BID SECURITY REQUIRED: NONE

PART A – INSTRUCTIONS AND SPECIFICATIONS

Notice to Respondents

Solicitation offers will be received by the Association of Educational Purchasing Agencies (AEPA) on behalf of its Member Agencies until:

September 16, 2025, at 1:30 p.m. ET

Each package consists of multiple parts:

- Part A – Instructions and Specifications**
- Part B – AEPA General Terms and Conditions**
- Part C – Member Agency (State) Terms and Conditions**
- Part D – Questionnaire**
- Part E – Signature Forms**
- Part F – Discount & Pricing Workbook**

All offers must be submitted online via the Bonfire eProcurement website by the due date and time listed above. AEPA solicitation documents can be downloaded after registering, at no cost, on Bonfire, <https://aepacoop.bonfirehub.com/>. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

AEPA and/or the respective Member Agencies reserve the right to reject any or all offers in whole or in part; to waive any formalities or irregularities in any offers, and to accept the offers, which in its discretion, within state law, are for the best interest of any of the AEPA Member Agencies and/or their Participating Entities. Note that Respondents must be able to provide their proposed products and services in up to 31 states including Arkansas, California, Colorado, Connecticut, Florida, Georgia, Illinois, Indiana, Iowa, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Montana, Nebraska, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, Washington, West Virginia, Wisconsin, and Wyoming. Note that not all states participate in each solicitation. The complete list of participating states is found below.

**Solicitations will be opened online on September 16, 2025, at 2:00 p.m. ET.
at EducationPlus, 1460 Craig Road, St. Louis, MO 63146.**

The online opening link is below:

<https://us06web.zoom.us/j/85896115580?pwd=DOTCZooyJWXAlubz66IBckFnr80xp4.1>

Meeting ID 858 9611 5580

Bid & Contract Timeline:

July 31, 2025	Release of IFBs/RFP via Bonfire
August 18, 2025	Voluntary Pre-Bid Conference Call
August 29, 2025	Deadline for questions from Respondents
September 16, 2025	Deadline for Submittals and Reading via Bonfire
September 17, 2025	Opening Record posted on the AEPA website, www.aepacoop.org
December 1-3, 2025	AEPA Approval of Offers
After December 3, 2025	Director of Solicitations submits contracts to AEPA Member Agencies to be forwarded to Vendor Partners for signature.
	Initial contract term—See Term of Contract and Extensions in General Terms & Conditions. Annual contract renewal dates subject to approval by AEPA

I. General Solicitation Procedures

A. Issuing Agency

The great benefit to the Vendor is that one response may be prepared for approval by AEPA and awarded by multiple AEPA Member Agencies and utilized by their Participating Entities located throughout many states. Solicitations may be issued as an IFB or an RFP depending on the category of goods/services being solicited. Respondents to a solicitation will submit their response in the required formats (PDF, Excel) of all files requested along with current pricing via Bonfire, a free online bidding platform, by the published due date and time. Respondents selected in response to this solicitation have the potential to provide products and services to local education agencies serving over 36,000,000 (excludes non-represented AEPA states) students, with additional local government agencies as permitted by state law.

Each AEPA Member Agency will individually publish notice of the solicitation. Respondents will submit responses online, electronically via Bonfire, <https://aepacoop.bonfirehub.com/>. Instructions on registering for AEPA solicitations on Bonfire can be found on the AEPA website, <https://aepacoop.org/registration-solicitations/>. Responses deemed complete at opening will be evaluated by solicitation category committees comprised of AEPA Member Agencies representatives who have indicated they will participate in the category of products and services being solicited, and after AEPA approval, individual AEPA Member Agencies may award contracts to the AEPA Approved Vendor Partners or reject their offers.

The procurement activities of AEPA are limited to document preparation, distribution of the solicitation, initial evaluation, and recommendation for possible approval to AEPA Member Agencies. AEPA consists of agency officials who have agreed to assist one another in meeting the public purchasing needs of local school districts and other political subdivisions.

Contracts awarded through cooperative purchasing must meet the procurement laws of the states of each AEPA Member Agency. When these laws are satisfied, an individual entity using these contracts is deemed in compliance with competitive procurement regulations. As allowed by specific state statutes, they can issue purchase orders for any amount without the necessity to prepare their own solicitation. This saves the entity time and allows for economical and efficient purchasing.

AEPA requires that Respondents only respond if they can offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume. State laws that permit or encourage cooperative purchasing contracts do so in the belief that it saves the participants both time and money. Time is saved by having access to volume discounted contracts publicly solicited and being able to purchase what is needed without having to wade through the solicitation process (write solicitation, advertise the solicitation, open each response, evaluate, and select). Money is saved in procurement cost and lower prices will be the result of volume purchasing. Therefore, a contract issued by a cooperative can be used by hundreds of separate political units; but if it has the same or higher prices than what a single agency or state contract can get through its own solicitation, a cooperatively solicited contract may not be attractive to these members. **We request that Respondents respond with advantageous pricing and package so that together we can attract members to prefer the cooperatively awarded contract.**

The AEPA policy for membership permits new agencies to become AEPA Member Agencies upon approval of existing members. If additional Agencies are added, they and their members may procure from existing contracts upon approval of the awarded Vendor Partners and in accordance with their state laws.

B. Questions

All questions from Respondents must be submitted online through Bonfire, AEPA will not accept questions in any other format during the solicitation process. All questions received during the solicitation process will be available via Bonfire. All Respondents will be automatically notified through email when AEPA responds to a question asked by a potential respondent. It is the Respondent's responsibility to check Bonfire for any questions and answers before the deadline. Questions received after the question deadline date will not be answered.

Should AEPA issue addenda during the solicitation process, all Respondents will be automatically notified through email of the released addenda. AEPA is not responsible for Respondents not acknowledging the issued addenda and not submitting a response according to those changes.

Questions regarding accessing this solicitation through Bonfire can be directed to the Director of Solicitations at bid-committee@aepacoop.org.

C. Respondent Qualifications

An essential part of the solicitation process is an evaluation to qualify the company being considered. All solicitations must contain answers, responses, and/or documentation to the information requested in the documents. Any Respondent failing to provide the required information/ documentation may be considered non-responsive, this includes submitting a response not in the proper format.

Respondents must demonstrate their ability, capacity, and available resources to provide the proposed products and services to 90% of the AEPA Member Agencies indicating an interest in participating in the categories being solicited, or at least one Region for category involving a Regional component. The Respondents are required to communicate and demonstrate within their response they have extensive knowledge, background, and at least five (5) years of experience with manufacturing, obtaining, delivering, installing, maintaining, and/or supporting the product lines of products, equipment, services, or software offered. AEPA and/or its Member Agencies reserve the right to accept or reject newly formed companies or companies failing to demonstrate their abilities or capacity solely based on information provided in the solicitation response and/or its own investigation of the company.

D. Bid/Proposal Security

If required as noted at the top of this Part, bids or proposals must be accompanied by a satisfactory security bond. Please note that not all AEPA Bid categories require a security bond.

If a security bond is required, a hard copy of the bid security must be in the possession of AEPA on or before, the exact due date and time. Original copies of the security must be submitted to AEPA c/o EducationPlus, ATTN: Purchasing Dept, 1460 Craig Road, St. Louis, MO 63146 in a sealed envelope with the Solicitation Number, Solicitation Category, and Respondent's name and address clearly indicated on the envelope or box. A copy of the bid security must be submitted via Bonfire. AEPA will not reject a response from a Vendor whose bid bond has not arrived by the due date and time as long as a scanned copy of the bid bond dated prior to the due date is uploaded with their response and the actual bond is in transit. If the designated location for receiving the bid security is closed due to an unforeseen circumstance on the day the security is due (due date), the security will be due at the same time on the next day the building is open.

An acceptable bid/proposal security will have the principal being the Respondent and the Association of Educational Purchasing Agencies listed as the Agency of Record. The Security may be a one-time bond underwritten by a surety company licensed to issue bonds in the state of Nevada and said surety to be approved in federal circular 570 as published by the United States treasury department or the equivalent in cash or an irrevocable letter of credit from a FDIC financial institution. The security bond must remain in force for one hundred twenty (120) days of the solicitation opening.

E. Solicitation Submittal

1. Preparation of the Response

- a. The solicitation is published in multiple parts.
 - i. Part A contains the solicitation instructions, and the technical specifications.
 - ii. Part B is the general terms and conditions for all AEPA agencies.
 - iii. Part C includes specific state terms and conditions. This is where you will find information about each AEPA state member and any specific procurement rules of each state.
 - iv. Part D is a required Questionnaire found and completed in Bonfire.
 - v. Parts E and F are to be filled out in their entirety and submitted online via Bonfire in their required formats with the Respondent's offer. Some categories may request additional forms. All forms must be uploaded before the published solicitation due date and time of opening.
- b. All responses must be on the forms provided by AEPA for each solicitation found in Bonfire unless otherwise noted. Respondents will submit all documents, in their required formats, online via Bonfire by the due date and time of the solicitation.
- c. Forms requiring signatures must be submitted by the person authorized to sign the bid or proposal response. Failure to properly sign the solicitation documents may result in the offer being deemed non-responsive.
- d. In case of an error in extension of prices in the solicitation, unit prices must govern.
- e. Periods of time stated as a number of days must be in calendar days, not business days.
- f. It is the responsibility of all Respondents to examine the entire solicitation package, to seek clarification of any item or requirement that may not be clear, and to check all responses for accuracy before submitting an offer. Negligence in preparing an offer confers no right of withdrawal after due time and date.
- g. The Respondents' ability to follow the preparation instructions set forth in this solicitation will also be considered to be an indicator of the Respondents' ability to follow instructions should they receive an award as a result of this solicitation. Any

contract between the AEPA Member Agency and a Respondent requires the delivery of information and data. The quality of organization and writing reflected in the offer will be considered to be an indication of the quality of organization and writing which would be prevalent if a contract was awarded. As a result, the offer will be evaluated as a sample of data submission.

2. **Document Development:** Forms for this solicitation are published in Bonfire, in Excel, and PDF formats. Some forms (questionnaire) may be completed directly in Bonfire. Respondents must scan and upload all documents to Bonfire following the Solicitation Checklist, along with any additional documents or files other than those listed below that may be requested and/or related to the solicitation.
 - a. **Part C – Member Agency (State) Terms and Conditions:** Some states require additional documentation and signature forms. Review Part C and submit the required state documents with your offer. Submit all state-specific forms as one (1) form in PDF format.
 - b. **Part D – Questionnaire:** Complete directly in Bonfire. The questionnaire seeks information about the Respondent's pricing structure, service areas, past performance, and commerce processes. The Company Information form provides background information on the Respondent's company.
 - c. **Part E – Signature Forms:** Complete the forms provided. The signature form includes multiple areas where signatures are required. Submit the form as one (1) individual form in PDF format.
 - d. **Part F – Discount & Pricing Workbook:** Complete the Excel workbook provided.. Be sure to complete the required tabs as outlined in Part F.
3. **Price Lists and/or Catalogs:** For catalog bids, Respondent's most recent catalog(s) or price lists must be included. If a hard copy is submitted, it should be in pdf format. Links to online pricing are acceptable as long as pricing is included, not just descriptions of products.
4. **Solicitation Transmittal**
 - a. It is the responsibility of the Respondent to be certain that its submittal has been uploaded in its entirety to Bonfire, on or prior to the exact published due date and time.
 - b. Submitted responses will be opened, and Opening Record will be posted on the AEPA website.

F. **Solicitation Evaluation, Approval, and Award:** Solicitation responses received will be evaluated in accordance with acceptable standards of cooperative procurement, set forth in and governed by the Procurement Codes of AEPA Member Agency's states; AEPA by-laws, policies, and procedures; AEPA Member Agencies' policies and procedures.

For IFB categories, approval of prospective Vendor Partners and recommendation of contracts will be made to the lowest responsive and responsible Respondent utilizing the criteria listed in this solicitation. As a reminder, AEPA recommends offers to Respondents. Final contract awards are subsequently made by individual AEPA Member Agencies.

1. **Responsive Offer:** A responsive offer reasonably and substantially conforms to all material requirements of the solicitation. Offers must be responsive and approved by AEPA to receive award consideration by AEPA Member Agencies. To be determined responsive, the response must meet all of the requirements below:
 - a. Submitted on time.
 - b. Materially satisfy all mandatory requirements identified throughout the solicitation.
 - c. Must substantially conform to all of the specified requirements in the solicitation in the judgment of AEPA and its AEPA Member Agency representatives.

- d. Any deviation from the requirements indicated herein must be stated, in writing, and included with the offer submitted. Otherwise, it will be considered that responses are in strict compliance with all requirements, and any successful vendor will be held responsible, therefore.
- e. Deviations or exceptions stipulated in response may result in the offer being classified as non-responsive. Language to the effect that the Respondent does not consider this solicitation to be part of a contractual obligation will result in that Respondent's offer being disqualified. Terms of the solicitation that any Respondent considers particularly unwarranted, and to which that would have to take significant exception in his/her offer, should be stated clearly and concisely as exceptions and/or deviations.
- f. In preparing a proposal, the Respondent's inability to follow the proposal preparation instructions set forth in this solicitation and its inability to provide written responses, narratives, requested and support documentation relating to the Respondent's qualifications; abilities; capacity; products; specifications; delivery, installation, setup, maintenance; support services and pricing utilized by AEPA evaluators may result in the Respondent's offer to be deemed non-responsive.

2. **Non-responsive Offer:** Any offer that does not conform to all material requirements of the solicitation including, but not limited to: offers received in a manner other than via Bonfire; offers that do not contain required items and/or provided in the format required, such as proper and/or signed forms, pricing, catalogs, electronic files; offers that do not contain the proper security bond where required; failure to meet the specified qualifications, product specifications, stipulated documentation or pricing equal to or better than individual entities or cooperatives with equal or lesser volume. AEPA reserves the right to request documents that do not affect pricing, waive minor irregularities, and/or seek clarification following its Board approved procedures. Offers deemed non-responsive will not be considered for approval and award.

3. **Responsible Respondent:** A responsible Respondent is a firm or person with the qualifications, capability, and capacity to perform the contract requirements with integrity and reliability, which will ensure good faith performance. As a part of the process of determining responsible respondents during the evaluation period, the category committee may request reports that describe the financial soundness of your organization. You may be asked to include a third-party report or reports that demonstrate your firm's strength. Accepted financial reports may include balance sheets and Profit & Loss statements for the past three years, a Letter of Credit or Line of Credit from a bank or lending institution indicating the line of credit limit and the average outstanding balance, Dun & Bradstreet reports, a complete Annual Financial Report (for publicly traded companies).

AEPA's approval of a response will make the Respondent available for consideration to the AEPA Member Agencies for contract award. Factors to be considered in determining whether the standard of responsibility has been met may include but is not limited to whether a Vendor Partner has:

- a. Submitted a responsive offer;
- b. The qualifications stipulated in this solicitation, such as adequate financial resources, production or service facilities, personnel, service reputation and experience to make satisfactory delivery of the products, services, or construction;
- c. A demonstrated and documented satisfactory track record of performance in the national marketplace;

- d. A satisfactory record of integrity and a reputation of responding to and meeting educational and local government institutions' needs, adherence of and compliance with federal, state, local and industry standards, rules, regulations, and codes;
- e. Quality and suitability of products and services offered to meet and perform to the specifications, expectations, and requirements identified in this solicitation;
- f. Supplied all necessary information and data in connection with determining whether a Respondent meets the standard of responsibility.

4. Cost Evaluation:

- a. Cost and price schedules conform to and provide the information required in this part of the bid or proposal;
- b. Pricing offered that is equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume;
- c. Methodology used by AEPA and its AEPA Member Agencies to approve prospective Vendor Partners and award contracts for RFPs is as follows:
 - i. Identified weighted criteria for evaluation, including pricing, published in this part of the solicitation.

G. Contract Award and Implementation

An AEPA category committee will perform an initial response review and evaluation and will prepare and make a recommendation to AEPA for its consideration and approval. Those selected Respondents who are approved by AEPA will then be considered by the individual AEPA Member Agencies for contract award. It should be noted that once AEPA has approved the response, a Respondent becomes a "Vendor Partner" for AEPA.

All respondents will be notified of the outcome of the solicitation. Vendors recommended for award by AEPA states will be posted on the AEPA website.

Once approved by the AEPA Board, each Member Agency will be provided with a copy of Part E Signature Forms (contract) to complete and send to the Vendor Partner. Each AEPA Member Agency will review, evaluate, and determine which Vendor Partner, if any, it will award contracts to.

The approved Vendor Partner and the AEPA Member Agency will hold final contract negotiations, if necessary, to work out state-specific details of contract implementation including:

1. Acquiring additional information and having discussions on how the awarded contract will be executed.
2. Signing the contract with the AEPA Member Agency.
3. Jointly develop marketing strategies and a plan for contract roll-out activities to the AEPA Member Agency's Participating Entities (Advertising, flyers, website access, etc.).
4. Establish how orders will be processed, handled, and reported.
5. Contract management: Establish how and by whom the day-to-day contract management will be handled and who will be the AEPA Member Agency's representative.

It is not guaranteed that each AEPA Member Agency will enter into a contract with AEPA approved Vendor Partners. The final decision as to the appropriateness of a contract for a Member Agency rests solely with that AEPA Member Agency.

II. Responsibilities of a Vendor Partner

A. As an approved AEPA Vendor Partner, the following is expected in support of the contract:

1. Designate and assign a dedicated senior-level contract manager (one authorized to make decisions) to each of the Member Agency accounts. This employee will have a complete copy and must have a working knowledge of the contract.

2. Train and educate sales staff on what the AEPA cooperative contract promised, including pricing, who can order from the contract (by state), terms/conditions of the contract, and the respective ordering procedures for each state. It is expected that Vendor Partners will lead with AEPA contracts.
3. Develop a marketing plan to support the AEPA contract in collaboration with respective AEPA Member Agencies. The plan should include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc.
4. Create an AEPA-specific sell sheet with a space to add a Member Agency logo and contact information for use by the Member Agencies and the Vendor Partner's local sales representatives to market within each state.
5. Quarterly, complete the sales and administrative fee report (see PDF example included along with other solicitation documents in Bonfire) and submit to each Member Agency along with the respective administrative fees to be paid. If there are no sales, a \$0 report is required.
6. Report sales and administrative fees to AEPA, by participating state, if requested by AEPA.
7. Have ongoing communication with the Category Committee Chairperson, AEPA Member Agencies, and the Member Agencies Participating Entities.
8. Annually attend two (2) AEPA meetings: Annual meeting which is typically in April or May and the Winter Meeting which is typically the week after Thanksgiving. At the Annual Meeting, Vendor Partners participate in engagement activities with AEPA Member Agencies. Vendor Partners that have paid the registration fees can participate in the meetings.
9. Trade show support: Strongly encourage participation in national and local conference trade shows to promote the AEPA contracts such as, but not limited to, the Association of School Business Officials (ASBO), the National Institute of Governmental Purchasing (NIGP), and the National Association of Educational Procurement (NAEP).
10. Increasing sales over the term of the contract with all participating AEPA Member Agencies.

III. Responsibilities of AEPA Member Agencies

- A. In support of the Vendor Partner and respective contract, each AEPA Member Agency should provide the following support:
 1. Designate a staff member(s) that will serve as a point person for the AEPA program within that state.
 2. Provide a staff member to work collaboratively with the Vendor Partner to determine the best marketing plan for the respective Member Agency state. Marketing efforts may include but not be limited to the education and use of sales force, a website presence, electronic mailings, brochures, mailings, etc.
 3. Develop marketing materials for the Member Agency to use that would include representation of the awarded contracts. Materials may include, but not be limited to, a website presence, electronic mailings, sales flyers, brochures, mailings, catalogs, etc. as determined by the respective Member Agency and what works best within their state.
 4. Assist the Vendor Partner to jointly market the contract to potential Participating Entities within the state.
 5. Work with the Vendor Partner to identify eligible Participating Entities within the state possibly including providing a list of potential customers.
 6. Work with the Vendor Partner to identify and help manage costs associated with fulfilling this contract.
 7. Attendance at the two (2) AEPA meetings which provides for an opportunity to interact with Vendor Partners.

IV. Category Specifications

1. Scope of Work-The purpose of the RFP is to establish a contractual relationship for the transportation of students in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. Customers may include:

- Pre-school, K-12 general education, special populations, and will include extra-curricular, and athletic transportation including but not limited to:
 - Daily home-to-school and school-to-home transportation
 - Special education and door-to-door services
 - McKinney-Vento/homeless student transportation
 - Field trips, activity/athletic trips, and charter services
 - Summer school and after-school program coverage
 - Out-of-district placements or inter-district services
- Higher Education
- Other Governmental and Public Institutions

This RFP **will not** include the purchase of vehicles or buses.

AEPA is seeking qualified, experienced contractor(s) who possess the necessary resources and capabilities to acquire, deliver and perform the required vehicles, equipment, and labor for a turn-key solution to all participating member states (up to 31) in the category of Student Transportation Solutions. Equipment or Product-only solutions where participating member states in-house or third-party contractors operated may be offered in your proposal.

- a. Respond to requests from a number of different types of educational, governmental and public institutions seeking Student Transportation Solutions.
- b. These services may include but are not limited to transportation by buses, vans, automobiles, limousines, and motor coaches.

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2. Anticipated AEPA Member Agency Participation

State	Participate? Yes/No/ Undecided	Other States Member Sells In
Arkansas	Yes	
California	Yes	AZ, NV
Colorado	Yes	
Connecticut	Yes	ME, NH, NY, RI, VT
Florida	Yes	AL
Georgia	Yes	
Illinois	No	
Indiana	Yes	
Iowa	No	SD
Kansas	Yes	OK
Kentucky	Yes	AL, LA, MS, NC, TN
Massachusetts	No	
Michigan	Yes	
Minnesota	Yes	SD
Missouri	Yes	AR, LA, SD
Montana	Yes	ID
Nebraska	Yes	
New Jersey	No	
New Mexico	Yes	
North Carolina	Yes	
North Dakota	Yes	
Ohio	Yes	
Oregon	Yes	
Pennsylvania	No	DE, HA, MD, NY
South Carolina	Yes	
Texas	Yes	
Virginia	No	
Washington	No	AK, ID
West Virginia	Yes	
Wisconsin	Yes	
Wyoming	Yes	SD, UT
Total Participating States	Yes	

Please note that individual AEPA Member Agencies that have indicated that they intend to participate in any contract approved under this solicitation, does not guarantee or mean that the individual AEPA Member Agency will enter into a contract with any AEPA approved Vendor Partner. Each AEPA Member Agency will make that determination after reviewing Vendor Partner responses and AEPA's recommendation for acceptance and award. The AEPA Member Agency's contracting decision shall be final.

3. Anticipated Volume

Student Transportation Services is a new category for AEPA. The resulting award will be an Indefinite Delivery, Indefinite Quantity (IDIQ) contract(s). AEPA Member Agencies estimate approximately \$1.7 million (\$1,700,000) in sales in the first contract. AEPA Member Agencies anticipate that purchase volumes will increase over the course of contract years two (2) through four (4). This information is provided as an aid to Respondents in preparing responses only. It is not to be considered a guarantee of volume under this RFP. The successful Vendor Partner's discount and pricing schedule shall apply regardless of the volume of business under the contract.

4. Voluntary Pre-Solicitation Conference Call

AEPA will host a voluntary pre-bid conference call for any interested Bidders or potential Bidders. First, there will be a call that will include general information about AEPA and an opportunity for Bidders or potential bidders to ask questions. There will then be separate calls, one for each category in the solicitation cycle, in which the focus will be on the individual AEPA categories being bid in this cycle. The conference call times are set in the following schedule for each of the four contiguous United States time zones. No pre-registration will be required. Recording of the conference call will be posted on the AEPA Website.

Voluntary Pre-Solicitation Conference Call Schedule (All Categories)
August 18, 2025

Solicitations	Eastern	Central	Mountain	Pacific
AEPA 026 Voluntary Pre-Bid Conference Call - All Categories	11:00 AM	10:00 AM	9:00 AM	8:00 AM
Furniture Category	12:30 PM	11:30 AM	10:30 AM	9:30 AM
Health & Wellness Category	1:00 PM	12:00 PM	11: AM	10:00 AM
LED Lighting Category	1:30 PM	12:30 PM	11:30 AM	10:30 AM
Technology Catalog Category	2:00 PM	1:00 PM	12:00 PM	11:00 AM
Student Transportation Category	2:30 PM	1:30 PM	12:30 PM	11:30 AM
Emergency Response Supplies & Equipment Category	3:00 PM	2:00 PM	1:00 PM	12:00 PM
HVAC Equipment and Installation Category	3:30 PM	2:30 PM	1:30 PM	12:30 PM

Conference Call Number/Online Connection:

<https://us06web.zoom.us/j/81233120395?pwd=WBUnwDgqWERkUvacCaffaq9qP0s9aj.1>

Meeting ID: 812 3312 0395

Passcode: 585895

Dial In Information: +1 564 217 2000 US

Meeting ID: 812 3312 0395

Passcode: 585895

5. Glossary of Terms and Abbreviations

Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in specifications or other contract documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the industry.

6. Product | Category Specific Specifications

Item	Description
6.1.1.	Must have knowledge of and adhere to all applicable industry standards, laws and regulations of member states.
6.1.2.	Must comply with the Federal Motor Vehicle Safety Regulations (FMCSR)
6.1.3.	Proposal responses must comply with all current applicable safety or regulatory standards or codes for all member states.
6.1.4.	Drivers must carry required endorsements and certification to perform duties.
6.1.5.	Vehicles and equipment used in providing services must be in "new or like new" condition and be no more than 10 years old.
6.1.6.	Vehicles must have current appropriate vehicle inspection forms and passing rating; include special equipment, wheelchair lifts, etc.
6.1.7.	Vehicles must be equipped with a global positioning satellite (GPS) system.
6.1.8	All buses/motor coaches must be equipped with a Child Check-Mate or similar monitor to ensure children are not left on buses.
6.1.9	Vehicles must be equipped with video surveillance systems.
6.1.10	Must be able to provide efficient routing for all services.
6.1.11	For any solutions involving drivers/personnel, all drivers/personnel must pass background checks, drug screening, child abuse clearance and any other screening requirements in member states.
6.1.12	Vehicles must be climate controlled.
6.1.13	Vehicles must be clean and meet customers' appearance standards.

7. Sub-Category

Item	Description
7.1.1	Limousine Services (10 passengers, including the driver, or less)
7.1.2	School Bus Transportation (11 passengers, include the driver, or more)
7.1.3	Motor Coach Transportation Services (11 passengers, including the driver, or more; for long-distance trips greater than 100 miles round-trip)
7.1.4	Scheduling services
7.1.5	Support services
7.1.6	Other services

8. Pricing

AEPA has identified acceptable pricing methodologies that are to be utilized to submit pricing. Pricing strategy descriptions are found in Part B – AEPA General Terms and Conditions. We request that the pricing response contain sufficiently detailed information to determine a realistic cost for AEPA member agencies. The Vendor Partner agrees that the cost for any item offered on this contract will be uniform for all states, and that any differences in pricing are due to state specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The respondent must provide their pricing as requested utilizing the various pricing methodologies specified. **The Vendor Partner must agree that they will offer prices equal to or better than what they ordinarily offer to individual entities or cooperatives with equal or lesser volume.**

AEPA is expecting pricing on the vendor's entire offering under the scope of this solicitation. Proposers are encouraged to offer optional pricing strategies ("Hot List", Volume discounts, Customized Price Lists, Specials), and additional financing options.

For services, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.

AEPA requires that pricing be returned using the Part F Excel Forms provided, or in an Excel format that contains the information requested in Part F.

9. Part F - Pricing Workbook

- a. Pricing shall be completed on the provided pricing sheets (Microsoft Excel Workbook) with the individual tables to be completed as follows:
 - i. F.1 – Services Price Schedule (Required)
 - ii. F.2 – Volume Discounts (Optional)
- b. Pricing will be evaluated on a combination of items from all pricing schedules. Pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. See Evaluation, Approval and Award in Part B – General Terms and Conditions for additional information.

10. Evaluation

The AEPA Committee for this category will evaluate proposals based on the entire response, and according to the criteria detailed in Part A for AEPA's definition of Responsive and Responsible proposals. A recommendation may be made to recommend a single response, or to recommend multiple offers based on differentiation of product or service. AEPA will vote as a whole to accept or not accept a committee's recommendation. Once accepted, each recommended response will go to the individual states for contract approval. Please note, pricing evaluation may include other considerations, including the total cost of the acquisition and whether the Proposer's offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting AEPA members' needs.

Criteria	Yes/No
Complete Response to Solicitation	
Financial Viability	
Ability to provide good/services to 90% of participating agencies.	
Criteria	Points
Conformance to Terms and Conditions	9
Pricing EQUAL TO or BETTER THAN offered to individual entities or cooperatives with Equal or Lesser Volume	9
Quality and Suitability of Products, Services & Solutions Offered	9
Marketing Plan	8
Demonstrated Track Record of Performance in the Public Marketplace (may include reference checks)	7
Value Added Attributes-Additional Services Offered	7
Total Score - Technical	49
Cost Evaluation	51
Total Scores	100

PART B - **AEPA General Terms and Conditions**

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I. About AEPA

Welcome to this [Association of Educational Purchasing Agencies \(AEPA\)](#) solicitation. AEPA is a unique school procurement consortium established in 2000 and incorporated in 2007 under the state laws of Nevada. We are a consortium of non-profit public agencies representing thirty-one ([31 states](#)). We joined to issue simultaneous Invitations for Bids (IFB), or Request for Proposals (RFP), generating sales for vendor partners in all fifty (50) states. AEPA's mission is to cooperatively serve our members through a continuous effort to explore and solve present and future purchasing needs. Our goal is to secure multi-state volume purchasing contracts with benefits for our public members that are measurable, cost-effective, and exceed members' expectations for customer service and value. AEPA is committed to accomplishing this mission lawfully and ethically, using leading-edge technology and contemporary business practices.

The advantage for vendors to work with AEPA is that you respond to one bid or proposal that is legally performed across as many as 31 states, which have the potential to sell nationwide. You are working with up to 31 agencies with a long and trusted history with their public membership. Through our partnerships, AEPA vendors have access to thousands of public agencies across the country. We are a billion-plus-dollar procurement group through our current awarded vendors and are growing.

AEPA designates one Member Agency per state that is operating legally under the rules and regulations of that state. Any additional agencies that wish to participate will negotiate with the authorized Member Agency and participate through them in a way they mutually agree is not in conflict with AEPA procedures. The Member Agency will be the only agency allowed to represent that state at AEPA and will be the only communication link between AEPA and that state.

Each Member Agency, along with the awarded Vendor Partner, represents, supports, and promotes AEPA contracts within their respective state. While the consortium was initially created to support educational entities, the Member Agency for each state determines which public entities (higher educational institutions, cities, counties, townships, states, etc.) can utilize the competitively solicited contracts. Participating entities may include Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize AEPA Member Agencies' Awarded Contracts.

AEPA has an elected President, Vice President, Secretary, and Treasurer. Operations are overseen by the Executive Director. Solicitations are overseen by the Director of Solicitations. The AEPA Board representing member states meets twice per year and operates otherwise through a sophisticated committee structure.

AEPA Member Agency Information

State	Member Agency Name	Contact	Email	Students
Arkansas	Southwest Arkansas Education Cooperative	Phoebe Bailey	phoebe.bailey@swaec.org	474,337
California	Monterey County Office of Education d/b/a CalSAVE	Ted Witt	tedwitt@epylon.com	5800000
Colorado	Colorado BOCES Association	Bridget Thorn	coopdir@coloradoboces.org	881,000
Connecticut	Capitol Region Education Council (CREC)	Cara Hart	chart@crec.org	513,000
Florida	Panhandle Area Education Consortium	Tori Vuick	tori.vuick@paec.org	2,700,000
Georgia	Cooperative Purchasing Agency	Kevin Benson/Elizabeth Dorman	aepa@cpa4schools.com / edorman@cpa4schools.com	1,600,000
Indiana	Wilson Education Service Center	Brent Minton	bminton@wesc.k12.in.us	1,030,000
Illinois	Illinois Learning Technology Purchase Program	Hope Hardin-Borbely	hhardinborbely@iltp.org	1,925,415
Iowa	AEA Purchasing	Tracie Marshall	tmarshall@aeapurchasing.org	520,000
Kansas	The Purchasing Cooperative at Greenbush	Tina Smith	tina.smith@greenbush.org	478,858
Kentucky	Green River Regional Educational Cooperative	Amanda Turner / Scott Howard	amanda.turner@grrec.org / scott.howard@grrec.org	675,000
Massachusetts	The Education Cooperative	Tricia McKim	pmckim@tec-coop.org	914,959
Michigan	Oakland Schools	Anna Marie Hollander	AnnaMarie.Hollander@oakland.k12.mi.us	1,550,802
Minnesota	Cooperative Purchasing Connection	Melissa Mattson	mmattson@lcsc.org	944,736
Missouri	EducationPlus	Mike Havener	mhavener@edplus.org	880,000
Montana	Montana Cooperative Service	Dave Puyear	dpuyear@mrea-mt.org	144,129
Nebraska	ESU Coordinating Council (ESUCC)	Craig Peterson	craig.peterson@esucc.org	328,649
New Jersey	Educational Services Commission of New Jersey	Timothy Havlush	thavlush@escnj.us	1,369,000
New Mexico	Cooperative Educational Services	Robin Strauser	robin@ces.org	338,307
North Carolina	Carolinas Alliance 4 Innovation (CA4I)	Fred Payne	fred.payne@ca4i.org	1,500,000
North Dakota	North Dakota Educators Service Cooperative	Jane Eastes	jeastes@lcsc.org	118,878
Ohio	Ohio Council of Educational Purchasing Consortia	Tamra Hurst	tamra.hurst@apps.sparcc.org	1,920,103
Oregon	Intermountain ESD	Rob Naughton	rob.naughton@imesd.k12.or.us	570,857
Pennsylvania	Central Susquehanna Intermediate Unit d/b/a Keystone Purchasing Network	Mark Carollo	mcarollo@csiu.org	1,700,000
South Carolina	Carolinas Alliance 4 Innovation (CA4I) dba Carolina Buy	Nita Werner	nwerner@carolinabuy.com	787,000
Texas	Region 16 Education Service Center d/b/a TexBuy	Andrew Pickens	andrew.pickens@esc16.net	5,232,065
Virginia	Fairfax County Public Schools	Laila Sultan	lsultan@fcps.edu	1,297,000
Washington	King County Directors' Association	Bart Powelson	bpowelson@kcda.org	1,071,082
West Virginia	Mountain State Educational Services Cooperative	Jan Hanlon / Kevin Hess	jhanlon@k12.wv.us / kbhess@k12.wv.us	245,000
Wisconsin	Cooperative Educational Service Agency (CESA Purchasing) #2	Meghan Cropp	meghan.cropp@cesapurchasing.org	854,000
Wyoming	Northeast Wyoming Board of Cooperative Educational Services (NEW BOCES)	Noamie Niemitalo / Benny Leonard	nniemitalo@newboces.com / bleonard@newboces.org	93,000

II. General Terms and Conditions for All Agencies

For the purposes of this Solicitation, the following terms must be defined as indicated below, and constitute the general terms and conditions for all AEPA Member Agencies:

Administrative Fee: The percentage of sales that each Vendor Partner pays the Member Agency for sales in their respective state or states that they extend AEPA pricing to. Administrative Fees must be paid to each Member Agency quarterly. Administrative fees may not exceed 2% based on volume sold net of shipping, sales and government fees.

Advertising: Vendor Partner must not advertise or publish information concerning this contract prior to the award being announced by AEPA Member Agencies. Once the award is made, the Vendor Partner may advertise to the individual Participating Entities that products/services are available. Vendor Partner must submit ad copy to the AEPA Member Agency for review and approval prior to issuing the advertisement.

AEPA Bi-Annual Meetings: AEPA holds two general meetings each year: one in the Spring (usually in April or May) and the other in the Winter (usually in November or December). AEPA requires that all successful contract holders attend both meetings and participate in the vendor engagement activities at the Spring meeting. AEPA requests that all vendor partners register in advance and stay at the AEPA official hotel if rooms are available. All registrations for the meetings are required by the official registration due date as announced by AEPA.

AEPA Member Agency: Refers to the entities identified in the table in Part I of this document who are approved as AEPA members. Member Agencies participating in a particular category are listed in Part A – IV. Specifications, Item 3: Anticipated Member Agency Participation. "Direct or Indirect Participation" may include their involvement through the formulation of any part of a procurement activity; the influencing of the content of any term, condition and/or specification; the evaluation, investigation, auditing and/or the rendering, of advice, recommendation, decision, approval, disapproval and the award and implementation of procurement contract. Not every listed entity may elect to participate in a solicitation once the responses are reviewed and approved.

Affirmative Action: An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by AEPA Member Agencies. Vendors must comply with requirements and/or requests for information regarding Affirmative Action by Member Agencies.

Amendment of Solicitation: A solicitation may be amended up to the time of opening.

1. **Initial Contact with Category Committee:** A Respondent desiring appeal of a decision regarding a solicitation or a contract recommendation shall first address, in writing, the appropriate Category Committee. The Category Committee, in collaboration with the Director of Solicitations, will determine an appropriate resolution to the appeal. In addition, the Executive Director and Solicitations Committee will act as advisors in the appeal process.
2. **First Appeal to President:** If the issue appeal is not satisfactorily resolved, it may be submitted to the President of AEPA to determine if the appeal can be satisfactorily resolved or should be presented to the Board.

Applicable Law: The laws of the state of the respective AEPA Member Agency must govern any resulting contract of this solicitation. Suits pertaining to this contract may be brought only in courts in the County and State as prescribed by the AEPA Member Agency. Both parties agree that the Uniform Commercial Code, as adopted by the State of the AEPA Member Agency, must fully apply. The Vendor Partner must comply with any and all laws, whether local, state, federal or otherwise, applicable to any aspect of the work to be performed in relation to the resulting contract. It must be the Vendor Partner's responsibility to identify, make themselves aware of, and determine the applicability and requirements of any such laws and to abide by them.

Approval and Awarding of Contract: AEPA and its AEPA Member Agencies reserve the right to approve and award a contract to one Vendor Partner, to make multiple approvals and awards, to reject any or all offers in whole or in part, to waive any minor formalities or irregularities in any offers, and to accept offers, which in its discretion and according to law may be in the best interest of the AEPA Member Agencies and their Participating Entities. A response to this solicitation is an offer to contract with the AEPA Member Agencies based upon the terms, conditions, and scope of work and specifications contained in this invitation. A solicitation does not become a contract unless and until it is accepted, recommended, and approved by AEPA and awarded by the individual AEPA Member Agency. A contract is formed when an AEPA Member Agency administrator and, if required, an AEPA Member Agency Board approves and signs the Acceptance of Solicitation and Contract Award Form (see Part E) document, eliminating the need for a formal signing of a separate contract.

Assignment: No right or interest in this contract must be assigned or transferred by the Vendor Partner without prior written permission by AEPA and its AEPA Member Agencies, and no delegation of any duty of the Vendor Partner must be made without prior written permission by the AEPA Member Agency. AEPA and its AEPA Member Agencies must not unreasonably withhold approval and must notify the Vendor Partner within fifteen (15) days of receipt of written notice by the Vendor Partner.

Audit Rights: In accordance with applicable law of the State of the AEPA Member Agency, the Vendor Partner's books, and pertinent records related to this contract may be audited at a reasonable time and place.

Authority: This solicitation, as well as any resulting contract/agreement, is issued under the general authority of the State laws of the AEPA Member Agency and those identified within the AEPA Member Agencies' Specific Terms and Conditions, Part C, (see also Procurement Code below). Internal or external Cooperative Purchasing Agreements between the AEPA Member Agency and Participating Entities may exist.

Bidder/Respondent/Offeror/Vendor Partner Definitions:

Bidder, Respondent, Offeror, and Vendor Partner are interchangeable and are used to identify the person(s) or firm(s) submitting a response to an Invitation for Bid or Request for Proposal.

1. Prospective Respondent/Bidder/Offeror: has notified AEPA of a desire to bid by registering on the AEPA solicitation portal. "Bidder" has submitted an offer to AEPA in response to an AEPA solicitation.
2. Recommended Respondent/Bidder/Offeror: has been approved by AEPA for its AEPA Member Agencies for contract consideration.
3. Vendor Partner: has entered into a contract with a participating AEPA Member Agency or subsequently a Participating Entity.

Bonfire eProcurement Platform (<https://gobonfire.com/>), AKA Euna Procurement:

An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the [AEPA website](#). There is no cost for vendors to use Bonfire. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

Brand Names: The use of the name of a manufacturer, brand, make or catalog number does not restrict the Respondent. Brand names and model numbers are used to indicate the character, quality, and/or performance equivalence of the commodity on which offers are submitted. Respondents may submit alternates. However, AEPA reserves the right to decide whether alternatives to the identified manufacturer and brand are equal to the product, equipment, and/or service described in the invitation. AEPA's decision must be final.

Buyer: Identifies the AEPA Member Agencies and their Participating Entities that acquire and purchase commodities, supplies, materials, equipment, and services under AEPA Member Agencies' awarded contracts.

Captions, Headings, and Illustrations: The captions, illustrations, headings, and subheadings in this solicitation are for explanation only and in no way define, limit, or describe the scope or intent of the request.

Certification: By signature in the solicitation section of the Contract Award page, the Respondent certifies: the submission of the offer did not involve collusion or other anti-competitive practices; the Respondent must not discriminate against any employee, or applicant for employment in violation of Federal and State Laws; the Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted offer; and the Respondent agrees to promote and offer to AEPA Member Agencies and Participating Entities only those materials and/or services as stated in and allowed under resultant contract(s) awarded.

Christian Doctrine: Any federal, state, and local governing authority's/jurisdiction's statutes, codes, rules, and regulations referenced and/or govern the products, services, and activities relating to and are part of this solicitation, whether or not physically noted or included, must be complied with, and adhered to as required. It is the sole responsibility of the Respondent to perform and complete any necessary research and investigation required to make themselves aware of and comply with this item.

Clarification: As used in this solicitation, clarification means communication with a Respondent for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the solicitation. It is achieved by explanation or substantiation, either in response to an inquiry by the AEPA Member Agency or as initiated by the Respondent. Clarification does not allow the Respondent to revise or modify its solicitation.

Commercially Available Catalog: A published paper catalog or an online website that is widely distributed or accessible to a wide population or set of businesses across the United States. It is made available to the general public, public or nonprofit entities and contains a verifiable price, along with product descriptions, SKU numbers, and photographs. A commercially available catalog is distinct from a custom catalog or website, whose prices and offerings are tailored to niche audiences or are targeted to a small geographic location. The prices published in a Commercially Available Catalog will be considered a company's base pricing or "commercially available pricing" for the purpose of AEPA bids or proposals. All pricing must be in U.S. Dollars. AEPA will not accept an artificial catalog or price list, or base price created for the purpose of responding to a competitive solicitation.

Competitive Range: AEPA and its AEPA Member Agencies reserve the right to establish a competitive range of acceptable responses as part of the evaluation process as defined herein. Responses below the competitive range will be determined to be unacceptable and will not receive further consideration.

Contract Documents: AEPA Member Agency will review proposed contract documents. Vendor Partner's contract document must not become part of AEPA Member Agency's contract with Vendor Partner unless and until an authorized representative of an AEPA Member Agency reviews and accepts it.

Construction: Each AEPA Member Agency defines what constitutes construction within their state statutes, and identifies the policies, rules, regulations, and codes that govern construction projects. AEPA has defined construction as building, altering, repairing, installing or demolishing in the ordinary course of business any road, highway, bridge, parking area or related project; building, stadium or other structure; airport, subway or similar facility; park, trail, athletic field, golf course or similar facility; dam, reservoir, canal, ditch or similar facility; sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; sewage, water, gas or other pipelines; transmission line; radio, television or other towers; water, oil or other storage tanks; shaft, tunnel or other mining appurtenance; electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations. Construction must also include leveling or clearing land; excavating earth; drilling wells of any type, including seismographic shot holes or core drilling; and similar work, structures, or installations.

Cooperative Procurement: Some individual state procurement codes may contain cooperative purchasing statutes that state any state agency or local public body may either participate in, sponsor or administer a cooperative procurement agreement for the procurement of any services, construction or items of tangible personal property with any other state agency, local public body or external procurement unit in accordance with an agreement entered into and approved by the governing authority of each of the state agencies, local public bodies or external procurement units involved. The cooperative procurement agreement must clearly specify the purpose of the agreement and the method by which the purpose will be accomplished. Any power exercised under a cooperative procurement agreement entered into according to each state's procurement code must be limited to the central purchasing authority common to the contracting parties, even though one or more of the contracting parties may be located in different states.

Cooperative Purchasing Contracts: The Vendor Partner agrees that all the prices, terms, warranties, and benefits granted by the Vendor Partner to AEPA Member Agencies or Participating Entities through this contract will be equal to or better than those offered to any individual entities or cooperatives that have equal or lesser volume. If the Vendor Partner must, during the term of this Contract, enter into arrangements with any customer or cooperative providing greater benefits or terms that are more favorable, the Vendor Partner must notify the AEPA category committee chairperson and offer said prices, terms, warranties, and benefits to all AEPA Member Agencies. The following must be noted:

1. AEPA and its AEPA Member Agencies reserve the right to accept or reject the Respondent's offer if it is determined it does not comply with the above based on their knowledge, investigation, review, and findings of Respondents' submitted prices.
2. In the event the Vendor Partner offers lower prices to another customer or cooperative, AEPA and its AEPA Member Agencies must notify the Vendor Partner of the deviation and request written justification. Based on AEPA and its AEPA Member Agencies' investigation, review, and findings, AEPA reserves the right to take the following actions: to request the Vendor Partner to immediately adjust its AEPA's offered prices to match the lower prices offered, to work with the Vendor Partner to mediate and resolve the situation; or to notify the Vendor Partner that it intends to suspend and/or terminate their contract.

Cost of Preparation: Neither AEPA nor any AEPA Member Agency must reimburse the cost of developing, presenting, or providing any response to this solicitation.

Credit Hold: The Vendor Partner must agree not to place the AEPA Member Agency and/or its Participating Entity on “credit hold” without 10-days advanced notice in writing, either by letter, facsimile, or email to the AEPA Member Agency and the Participating Entity. The AEPA Member Agencies believe it is better for the Vendor Partner if the AEPA Member Agency places the slow paying Participating Entity on “credit hold;” if a Vendor Partner places the Member Agency on credit hold, Participating Entities that pay promptly are penalized. If, on the other hand, the Member Agency places the offending Participating Entity on “credit hold,” payment is more likely to result and only the offending Participating Entity is penalized.

Delivery Terms, Conditions, and Requirements

1. **Delivery:** is to be made within the specified time identified in Part A Specifications for each solicitation category, unless otherwise stipulated in writing and accepted by all parties (Buyer placing order and Vendor Partner). The Vendor Partner agrees to notify the Buyer if an order cannot be processed within the specified period and/or the agreed-upon timelines.
2. **The title and risk of loss of material or service:** must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery (FOB Destination), and they have been accepted, unless otherwise provided within this document or individual project’s contract.
3. **Ownership of products and services** happens only after receipt and acceptance of delivery by the Buyer. The Buyer will be the determining judge of whether materials and services delivered under the purchase order/contract satisfy the specifications and requirements as identified in the contract/order.
4. **Fungible Goods:** Title to an undivided share or quantity of an identified mass of fungible goods will not pass to a Buyer until the separation of the purchased share has been made, delivered, and received.
5. **Shipping Terms:** (See Part A Specifications for specific instructions on shipping and handling costs for the individual category you are responding to.) Vendor Partner must retain the title and control of all goods until they are delivered and received. All risks of transportation and all related charges must be the responsibility of the Vendor Partner unless other arrangements have been made between the vendor partner and the AEPA Member Agency. Shipping must be FOB destination. The Vendor Partner must file all claims for visible or concealed damage. AEPA Member Agency, or the receiving Buyer, will notify the Vendor Partner and/or Freight Company promptly of any damaged goods and must assist the freight company/Vendor Partner in arranging for inspection. No FOB vessel, car, or other vehicle terms will be accepted.
 - a. **Shipping Costs:** Products may be shipped without separate shipping costs. If shipping is allowed as a separate line item per Part A Specifications and charged, the actual cost of delivery may be added to an invoice. No COD orders will be accepted unless specifically requested by the AEPA Member Agency.
 - b. **Shipment under Reservation:** Vendor Partner is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
 - c. **Shipping Errors:** Vendor Partner agrees that shipping errors will be at the expense of the Vendor Partner. For example, if a Vendor Partner ships a product that was not ordered, it is the responsibility of the Vendor Partner to pay for return mail or shipment.

6. **Stored Materials (vendor managed inventory):** Upon prior written agreement between Vendor Partner and Buyer, 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 the Buyer prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by Vendor Partner against loss and damage. Vendor Partner agrees to provide proof of coverage and/or addition of Buyer as an additional insured upon Buyer's request. Additionally, if stored offsite, the materials must also be clearly identified as the property of the Buyer and be separated from other materials. The buyer must be allowed a reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Buyer, it must be the Vendor Partner's responsibility to protect all materials and equipment. Vendor Partner warrants and guarantees that title for all work, materials, and equipment must pass to Buyer upon final acceptance. Payment for stored materials must not constitute final acceptance of such materials.
7. **Improper delivery:** Unless contrary to other parts of this solicitation, if the goods, services, or tender of delivery fail in any respect, to conform and adhere to the terms, conditions, specifications of the resulting contract based on this solicitation and/or the individual Buyer's contract/order, the Buyer may reject the whole, accept the whole, or accept any commercial unit or units and reject the rest.
8. **Defective Goods:** Vendor Partner agrees to pay for return shipment on goods that arrive in a defective or inoperable condition. Vendor Partner must agree to arrange for return shipment of damaged goods.
9. **Liquidated Damages:** The Buyer may suffer financial loss if the project is not substantially complete, or products or services are not delivered on the established date. The Vendor Partner (if applicable surety) must be liable for and must pay to the Buyer, not as a penalty, the sums that may be hereinafter agreed upon as liquidated damages per calendar day of delay until the work and/or delivery is determined by Buyer to be complete and/or delivered. Liquidated damages will be determined on a project-by-project basis.
10. **No Replacement of Defective Tender:** Every tender of materials must fully comply with all provisions of this contract. If tender is made which does not fully conform, this must constitute a breach, and Vendor Partner must not have the right to substitute a conforming tender without the written consent of all parties involved.
11. **Default in One Installment to Constitute Total Breach:** Vendor Partner must deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. The AEPA Member Agency reserves the right to declare a breach of contract if the Vendor Partner delivers nonconforming materials or services to any Buyer under this contract.
12. **Restocking Fees:** A restocking fee may only be charged on products ordered and delivered to the Buyer's site in accordance with the order/contract. Restocking fees in excess of 15% will not be allowed. Restocking fees may be waived, at the option of the Vendor Partner. The Vendor Partner must identify, specify, and justify any exceptions or deviations taken.

Disbarment and Suspension: By signature accepting Terms and Conditions, it is certified on behalf of the company and their key employees that neither the company nor its key employees have been proposed for debarment, debarred, or suspended by any State or Federal Agency within the last five (5) years. If within the past five (5) years, any Respondent has been disbarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with a federal, state or local government, the Respondent must include a letter with its response that includes the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or not to disclose in the letter all the pertinent information may result in the cancellation of any resulting contract. By signing the solicitation section, the Respondent certifies that no current suspension or debarment exists.

EDGAR (2 CFR 200) Compliance: Respondents are required to complete Education Department General Administrative Regulations (EDGAR) compliance certification, found in Part E of this solicitation. EDGAR regulations govern all federal grants awarded by the U. S. Department of Education on or after December 26, 2014.

Eligible Entities: Individual AEPA Member Agency's state procurement codes and statutes dictate which agencies, entities, and organizations can participate in cooperative procurement contracts approved by AEPA and awarded by its members. Depending on state-specific regulations, federal and state agencies, local public bodies, and non-profit/non-public entities may utilize these contracts.

Estimated Quantities: In Part A Specifications of this solicitation, AEPA, and AEPA Member Agencies have indicated their anticipated volume for the products and services requested. It is anticipated that a considerable amount of activity will result from this solicitation; however, there is no guarantee of future order quantities since this is an indefinite-quantity contract. Usage depends on the actual needs of the AEPA Member Agencies, their Participating Entities, and the marketing by the Vendor Partner.

Euna Procurement eProcurement Platform, AKA Bonfire (<https://gobonfire.com/>):

An easy-to-use platform that provides Respondents with the automatic notification of open solicitations, automatic notification of answered questions and issued addenda, and a way to electronically submit an organization's solicitation response. All changes, updates, uploads, and downloads are time-stamped and logged as part of the solicitation process. Vendors must register to use Bonfire. Registration information is on the [AEPA website](#). There is no cost for vendors to use Bonfire. Bonfire has recently changed its name to EUNA Procurement. Therefore, the names Bonfire and EUNA Procurement are interchangeable in this solicitation.

Experience, Proven Track Record and Past Performance Information: It has been determined by AEPA and its AEPA Member Agencies to be a major factor in consideration if a Respondent possesses the ability, capacity, and resources to acquire, manufacture, deliver, construct, install, service and support all of the procurement functions and activities involved in a national contract of this nature. AEPA and its AEPA Member Agencies reserve the right to accept or reject an offer if, in its judgment, the Respondent failed to demonstrate the following: a proven track record in the products and services offered (qualifications, knowledge, and background); is willing and able to deliver the proposed products and/or services to ninety (90%) percent of those participating AEPA Member Agencies identified in Part A (unless otherwise noted in Part A Specifications) and has provided relevant information regarding its actions under previously awarded contracts to schools, local, state, or federal agencies. It includes the Respondent's record of conforming to specifications and standards of good workmanship; the Respondent's record of containing and forecasting costs on any previously performed cost-reimbursable contract schedules, including the administrative aspects of performance; the Respondent's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Respondent's businesslike concern for the interests of the customer.

Additionally, any former Vendor Partner that has not been recommended for extension during a solicitation cycle, or current Vendor Partner that has had under \$100,000 in total sales during the solicitation cycle, must appeal to AEPA in writing ([to bid-committee@aepacoop.org](mailto:bid-committee@aepacoop.org)) before being considered as a viable respondent to the solicitation. The appeal should include reasons for the poor past performance and steps that have been taken by the Vendor Partner to improve future performance. AEPA will reject the appeal if, in AEPA's sole discretion, the appeal does not sufficiently address poor past performance and steps to improve future performance. Failure of the Vendor to provide the appeal, before the due date of the solicitation, will result in the Vendor's submission being rejected.

External Procurement Unit: means any procurement organization not located in a current AEPA Member Agency state which, if located in the state, would qualify as a federal or state agency or a local public body. Various state procurement codes allow external procurement units to offer their contracts and for agencies within those states to utilize those contracts to acquire goods and services.

Federal Agency [25] USC 3001 (4): Is defined as any department, agency, or instrumentality of the United States, any executive department, military department, government corporation, government-controlled corporation, or other establishments in the executive branch of government, including the Executive Office of the President or any independent regulatory agency established through legislative and/or administrative action.

Federal Requirements: Vendor Partner agrees, when working on any federally-assisted projects with more than \$2,000 in labor costs, to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 329 et seq.) and all applicable sections of the act and the Department of Labor's supplemental regulations (29 CFR parts 5 and 1926), the Civil Rights Act of 1964 as amended, the Davis-Bacon Act (Section 29, CFR Part 5), and the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulation (29 CFR part 3). In such projects, the Vendor Partner agrees to post wage rates at the worksite and submit a copy of their payroll to the AEPA Member Agency for their files. Also, to comply with the Copeland Act, the Vendor Partner must submit weekly payroll records to the AEPA Member Agency. The Vendor Partner must keep records for three (3) years and allow the federal grantor agency access to these records, upon demand. All federally assisted contracts to an AEPA Member Agency that exceed \$10,000 may be terminated by the federal grantee for noncompliance by the Vendor Partner. In projects that are not federally funded, Vendor Partners must agree to meet any federal, state, or local requirements, as necessary. Also, if compliance with the federal regulations increases the contract costs beyond the agreed-on costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee. On all other projects, the prices must agree with this contract. Vendor Partner must comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C.) 187 [h], and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et. Seq.); and, Executive Order 11738 and Environmental Protection Agency (EPA) regulations (40 CFR Part 15), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the EPA list of violated facilities.

Force Majeure: Except for payments of sums due, neither party must be liable to the other, nor be deemed in default under this contract, if, and to the extent, that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence, including, but not limited to the following: acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; blizzards; earthquakes; tornadoes or violent winds; hail storms; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure, which such party is unable to prevent by exercising reasonable diligence. The force majeure must be deemed to commence when the party declaring it notifies the other party of the existence of the force majeure and must be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the contract. Force majeure must not include late deliveries of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences. If either party is delayed at any time by force majeure, the delayed party must notify the other party in writing of such delay within forty-eight (48) hours.

Form of Contract: The form of contract for this solicitation must be the published solicitation, the awarded Vendor Partner's response, and properly issued purchase orders and/or contracts in accordance with this solicitation. If a firm submitting an offer requires AEPA Member Agency and/or Participating Entities to sign an additional contract, a copy of the proposed contract must be included with these.

Gratuities: AEPA Member Agency may, by written notice, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor Partner or any agent or representative of the Vendor Partner, to any employee of the AEPA Member Agency with a view toward securing a contract or with respect to the performance of this contact. However, paying the expenses of normal business meals, which are generally made available to all eligible school and government employees, must not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to the AEPA Member Agency for demonstration, evaluation, or loan purposes are not considered gratuities.

Historically Under-Utilized Business: An “Historically Under-Utilized Business” (HUB) is a category for companies that have traditionally failed to reap the benefit from full and equal procurement opportunities. Typically, these types of companies may include women-owned, disabled veteran-owned, and minority-owned businesses or operations defined as small businesses, micro businesses, or businesses operating in enterprise zones. For the purpose of this solicitation, a Bidder opting to offer a HUB program, may self-define the types of HUB businesses it includes in its network of HUB partners and the role they play; however, the Bidder must ensure that the partner-authorized HUBs provide a “Commercially Useful Function.” As it related to HUB businesses, a “Commercially Useful Function” (CUF) is work that is integral to sales, delivery, or supply-chain solution, and not a mere facade for the pass through of goods. Examples of HUB work that qualify as a Commercially Useful Function include instances when HUBs:

- Execute a specific element of the scope of work including supplying of goods and services.
- Provide services work that is normal for the firm’s assortment of business services.
- Are fully or partially responsible for paying for wholesale materials, conducting sales, installation of products, delivery of products.
- Do not subcontract a portion of the work greater than expected by industry practices.
- Act as resellers, buying products wholesale from the awarded Vendor/Contractor.

Indemnification: Vendor Partner will indemnify, defend and save harmless AEPA, its Members, Participating Entities, its employees from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney’s fees and/or litigation expenses, which might be brought or made against or incurred by AEPA, its Members, Participating Entities, its employees on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor Partner, its employees, agents, representatives, or Subcontractors, their employees, agents, or representatives in connection with or incident to the performance of this agreement, or arising out of worker’s compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor Partner, and/or its Subcontractors or claims under similar such laws or obligations. Vendor Partner’s obligation under this section will not extend to any liability caused by the sole negligence of AEPA, its Members, participating Entities, its employees. The liability of AEPA, its Members, Participating Entities, or its employees will be subject in all cases to the immunities and limitations of Nevada or the AEPA Member Agency’s state laws.

Installation: Equipment and items of construction must be installed in accordance with the manufacturer’s instructions, specifications, in accordance with any federal, state, local rules, regulations, codes, and the schedule determined by the AEPA Member Agency and/or Participating Entity.

Insurance: Prior to executing a contract with the AEPA Member Agency or a Participating Entity under this solicitation, if required, the Vendor Partner must procure, maintain and provide certification from insurer(s) for minimal coverage during the life of any resulting contract/agreement, to include but not limited to comprehensive public and/or commercial liability, errors and omissions, workman’s compensation, unemployment and other insurance coverage required by and applicable to each AEPA Member Agency state’s statutes and federal laws in which proposed products and services will be offered and provided. Evidence of the required insurance for each of those AEPA Member Agencies’ state, who indicated an interest in

participating in this solicitation, identified in Part A Specifications by providing written evidence and/or documentation from your insurer(s) indicating your firm has in place the type and amount of coverage required by each of the states. The Bidder has the sole responsibility to conduct and perform the necessary research to make themselves aware of and to understand each state's requirements.

1. Certificate of Insurance: The Vendor Partner must provide, as required, a certificate of insurance for commercial liability insurance, naming the AEPA Member Agency and or its Participating Entity as the certificate holder (co-insurer). All insurance policies are to be executed by an insurance company authorized to do business in those AEPA Member Agencies' states participating in this solicitation.
2. Subcontractor's Insurance: Prior to commencing any work, any Subcontractor must procure and maintain, at its own expense until final acceptance of the work, insurance coverage in a form, and from insurers acceptable to the prime Vendor Partner. All Subcontractors must hold the appropriate type and amount of insurance coverage required by the AEPA Member Agency state in which the work is being done and will provide insurance, which waives all subrogation rights against the prime Vendor Partner, AEPA Member Agency and its Participating Entities.

Invalid Term or Condition: If any term or condition of this solicitation and any resulting contract must be held invalid or unenforceable, the remainder of this solicitation and any resulting contract must not be affected and must be valid and enforceable.

Late Responses: Late responses will not be accepted. All offers must be submitted online via Bonfire eProcurement Solution (<https://gobonfire.com>) by the due date and time of this solicitation.

Leases and Rentals: Vendor Partner may allow AEPA Member Agency or Participating Entity to rent, lease, or lease-purchase. The buyer must receive a copy of the executed leasing documents prior to processing a purchase order. Vendor Partner agrees that leases will comply with the Uniform Commercial Code and the Buyer's individual state laws. All terms of leasing must be included in the offer, with interest rates described as related to a published government standard. Vendor Partner must indicate in their response to this solicitation and in any leasing/rental agreement, all costs (must be itemized) associated with early termination and/or the returning of leased or rented equipment that are the responsibility of the Buyer. No sale of a contract to a third party will be made without informing the Buyer of the transfer. If Vendor Partner sells a lease contract to a third party, the cost of return of the product must not be greater than the cost of return to the original Vendor Partner.

Legal Remedies: All claims and controversies must be subject to the Procurement Code of the state in which the AEPA Member Agency or Participating Entity resides.

Licenses and Registration: Each state and local jurisdiction in which a transaction may occur may require various types of licenses and/or registrations (business, construction, etc.). Likewise, there are various policies, procedures, rules, regulations, codes, and laws that govern such licensing/registration within federal, state, and local jurisdictions, therefore, it is the Respondent's/Vendor Partner's responsibility to be aware of, obtain and maintain in current status all federal, state, and local licenses, registrations and bonds required for the performance and delivery of any and all products and services offered in its response to this solicitation. It is also the responsibility of the Respondent/Vendor Partner to ensure that any Subcontractors performing under this solicitation hold and maintain the appropriate licenses/registrations. The Respondent will submit copies of licenses, registration, and/or other documentation to substantiate whether they hold the appropriate licenses/registration required by individual jurisdictions covered by this solicitation.

Liens: All materials and services must be free of all liens.

Local Public Body: A political subdivision of the state and the agencies, instrumentalities, and institutions thereof. Such agencies may include but are not limited to two-year and four-year post-secondary educational institutions, pre-k-12 institutions, counties, cities, and municipalities, except as exempted pursuant to the Procurement Code within each state. Entities within these groups may include but are not limited to political subdivisions, administrative units, councils, commissions, boards, and organizations that either by federal, state, or local legislative or administrative action or appointment and have been established or given the responsibility and authority to act, conduct and perform various activities on behalf of the federal or state agency or local public body.

Manufacturer's Representative: Dealers, distributors, and installers of specialized facility technology, electrical, mechanical systems and equipment, who, if permitted by the Scope of Work, submit an offer as a manufacturer's representative, must be able to provide documented evidence from and/or between it and the manufacturer certifying that the Respondent is a bona fide manufacturer's agent for the specific products/services proposed, the Respondent is authorized to submit an offer on such products/services, and a guarantee that, should the Respondent fail to satisfactorily fulfill any obligations established as a result of the award of contract, the manufacturer will either assume and discharge such obligations covered by warrantees or provide for their competent assumption by one or more bona fide representatives for the term of the contract/warranty period. Respondents of software, mechanical devices, electrical products/systems, and other commodities that makeup systems/networks must be able to provide the same information from a manufacturer.

Modification by Buyer: Vendor Partner must have no obligation with respect to any patent and copyright infringement claim based upon Buyer's modification of the equipment and/or software, or its operation or use with apparatus, data or programs not furnished by Vendor Partner. However, one Buyer's action will not preclude Vendor Partner's obligation to others not having modified their equipment or software.

Money: All transactions are payable in U.S. currency only.

Multiple Approvals and Awards: throughout the United States, AEPA Member Agencies have a large number of Participating Entities who take advantage of and utilize awarded contracts. To ensure that any issued contract will allow these entities to fulfill current and future needs and requirements, AEPA and its AEPA Member Agencies reserve the right at their discretion to approve and/or award one contract, multiple contracts, or no contracts. The actual use of any contract will be at the sole discretion of the AEPA Member Agency or the Participating Entity.

Nonexclusive Contract: Any contract resulting from this solicitation must be approved and awarded with the understanding and agreement that it is for the sole convenience of AEPA, its AEPA Member Agencies, their Participating Entities and they reserve the right to obtain like goods and services from another source.

Nonprofit, Non-Public Educational Institutions, and other Nonprofit Organizations (Section 501(c)(3) of the Internal Revenue Code, Federal Tax Code): is defined as charitable, religious, educational, public service, support, and scientific organizations, entities, corporations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of the Federal Tax Code.

Notice: Notices under this solicitation/contract will be in writing and will, for all purposes, be deemed to have been fully given when sent by registered or certified mail, return receipt requested, postage prepaid, an email with appropriate verification, properly addressed to the respective parties as specified herein or at such other address as may be specified by either party from time to time.

Novation: If the original Vendor Partner 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. AEPA and its AEPA Member Agencies reserves the right to recommend approval, acceptance, or rejection of the new party. A simple change of name agreement will not change the contractual obligations of the Vendor Partner.

Ordering Procedures: AEPA has established a standard and special ordering process as defined below. Additionally, some AEPA Member Agencies also prefer or utilize electronic ordering as the method for the transactions.

1. Standard Ordering Process: Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request; the vendor will also send a copy of their quote to the state AEPA Member Agency for all construction-related bids. The buyer will prepare and issue a purchase order to the Vendor Partner based on the product catalog, price list, or Vendor Partner's quote. Vendor Partner will deliver and invoice the Buyer; Buyer will acknowledge delivery and acceptance by issuing the Vendor Partner payment. Vendor Partner, based on the agreed-to process, will report and submit payment for the AEPA Member Agency's administrative fee to the AEPA Member Agency (quarterly). The vendor Partner must provide the transaction and volume reporting in the AEPA report format.

2. Special Ordering Process:

- a. Buyer will select items for purchase from provided published catalog/price list or Vendor Partner will issue a quote upon request;
- b. Buyer will prepare and issue a purchase order to the AEPA Member Agency based on the product catalog, price list or Vendor Partner's quote;
- c. Vendor Partner will deliver the goods and/or service to the Buyer and will invoice the AEPA Member Agency;
- d. AEPA Member Agency will invoice the Buyer and add their administrative fee to the invoice price;
- e. AEPA Member will pay Vendor Partner for the goods and/or service once the Buyer has confirmed acceptance.
- f. The vendor Partner must provide the transaction and volume reporting as stipulated quarterly in the AEPA report format.

3. Electronic Ordering

When a Vendor Partner based online ordering system is available, the following functionality is required:

- a. Electronic ordering systems must be secure, and password protected. Entering the system with the designated password must automatically send the user to AEPA contract pricing.
- b. When the Buyer requires purchase orders, electronic ordering system must require the entry of a purchase order number, credit card, or purchasing card prior to accepting an order.
- c. Electronic ordering systems must automatically assign correct contract prices to applicable orders.
- d. Electronic ordering systems should list catalog price and AEPA discounted price.
- e. Electronic ordering systems must track orders and purchases covered by the AEPA contract for reporting and audit purposes. The vendor Partner must provide the transaction and volume reporting in the AEPA format.
- f. Electronic ordering systems' pricing must include the AEPA Member Agencies administrative fee required by the AEPA Member Agencies.
- g. Electronic ordering systems should allow AEPA Member Agencies to print an archived (historical) copy of a Buyer's order.

Order of Precedence: In the event a conflict occurs the following order of precedence must prevail:

1. Member Agency specific terms and conditions
2. Specifications and scope of work
3. General terms and conditions
4. Attachments and exhibits
5. Documents referenced or included in the solicitation.

Overcharges by Antitrust Violations: Member Agency maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Buyer. Therefore, to the extent permitted by law, the Vendor Partner hereby assigns to the Member Agency any and all claims for such overcharges as to the goods or services used to fulfill the contract.

Parole Evidence: This contract represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

Participating Entity: Those Public and Private School Districts, Educational Service Agencies, Intermediate School Districts, Higher Education Institutions, Federal Agencies, State Agencies, Local Public Bodies, and Nonprofit Non-Public Corporations, Organizations, other entities contracted to conduct business on behalf of a participating entity provided they are required to follow member state and local procurement regulations, etc. that have authorizations to utilize the AEPA Member Agencies' Awarded Contracts.

Patent and Copyright Indemnification: To the extent permitted by law, Vendor Partner must indemnify and hold harmless Member Agency and its Participating Entities against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by Member Agency and its Participating Entities of materials furnished or work performed under this contract. Member Agency and its Participating Entities must reasonably notify Vendor Partner of any claim for which it may be liable under this paragraph.

Performance Bonding (required for construction projects): Performance bonds are completed after the contract and at the time a member authorizes a project. The Vendor Partner agrees to provide all performance and payment bonds for individual projects executed by a surety company authorized to do business in the individual AEPA Member's state and said surety to be approved in federal circular 570 as published by the United States treasury department, the state or the local governing authority, in an amount equal to one hundred percent of the price specified in the contract; when required by an AEPA Member Agency or Participating Entity at the time a contract is executed. If the Vendor Partner fails to deliver any required performance or payment bonds, the AEPA Member Agency or Participating Entity must not execute the contract or terminate the contract with the Vendor Partner and the appropriate AEPA Category Committee must be notified of such failure and must take the appropriate action.

Piggyback Contracts: In the event a new Member Agency joins AEPA, the Member Agency may elect to award any and all existing contracts if permissible by their state laws.

Prevailing Wage: Where applicable, the Vendor Partner must comply with prevailing wage legislation in effect in the jurisdiction of the awarding AEPA Member Agency.

Pricing: AEPA has identified and stipulated the type of bid and the pricing methodologies that are to be utilized to price and submit bid or proposal prices. The Vendor Partner agrees that the cost for any item bid or offered on this contract will be uniform for all states and that any differences in pricing are due to state-specific installation and labor costs, AEPA Member Agency's Administrative Fee, or other approved reasons. The Respondent must provide their pricing as requested utilizing the various pricing methodologies specified in Part A. **The Respondent/Vendor Partner must agree that they will not offer or provide a better price to any individual entities or cooperatives with equal or lesser volume than that through AEPA.** Please note the following that relates to pricing:

1. **Proposal Pricing:** For services priced through an AEPA Request for Proposal, vendors may respond with a discount off labor and material costs. Labor must be sufficiently itemized by title and include total rate (salary and fringe). Material costs must be itemized. Any Vendor Partner awarded under a time and materials pricing strategy must provide a "not to exceed" project quote to the purchasing Agency for work approval.

Prime Vendor Partner: For the purpose of this solicitation, a Vendor Partner will be considered a prime Vendor Partner and not a Subcontractor. Any Vendor Partner paid directly by the AEPA Member Agency or Participating Entity is a prime Vendor Partner; a Vendor Partner pays a Subcontractor. Prime Vendor Partners using Subcontractors are responsible for all actions of its Subcontractors.

Procurement Code: All Respondents/Vendor Partners must make themselves aware of and comply with all federal, state, and local statutes and regulations.

Products and Services

1. **Product Line:** If applicable, contracts will be awarded to Respondents able to provide their complete product line(s) of commodities, supplies, equipment, software, and services that meet the scope of work and specifications of this solicitation. Respondents with a published, priced catalog may submit their entire catalog; AEPA reserves the right to select or reject products within the catalog for recommendation without having to award all the contents.
2. **Serial Numbers:** Offers must be for equipment on which the original manufacturer's serial number has not been altered in any way.
3. **Current Products:** All offers must be for commodities, supplies, equipment, and software in current production; meet or exceed commercial and industry standards; and marketed and provided nationally to the general public and/or educational/governmental agencies.
4. **Construction Products and/or Services:** Are associated with building, erecting, altering, repairing, installing or demolishing in the ordinary course of business any: (1) road, highway, bridge, parking area or related project; (2) building, stadium or other structure; (3) airport, subway or similar facility; (4) park, trail, athletic field, golf course or similar facility; (5) dam, reservoir, canal, ditch or similar facility; (6) sewage or water treatment facility, power generating plant, pump station, natural gas compressing station or similar facility; (7) radio, television or other tower; (8) shaft, tunnel or other mining appurtenance; (9) electrical wiring, plumbing or plumbing fixture, gas piping, gas appliances or water conditioners; (10) air conditioning conduit, heating or other similar mechanical work; or similar work, structures or installations; (11) leveling or clearing land; (12) excavating earth; (13) drilling, wells of any type, including seismographic shot holes or core drilling; and similar work, structures or installations.
5. **Services:** Are defined as the furnishing of labor, time, or effort by a Vendor Partner not involving the delivery of a specific tangible product other than reports and other materials which are merely incidental to the required performance.

6. **Professional Services:** Services relating to architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, educational specialist, construction managers and other persons or businesses providing similar professional services, which may be designated as part of this solicitation.
7. **Peripheral & Optional Items:** Respondents can include various peripheral products, equipment, accessories, services, deliverables, and related items that are associated with and function with the primary offering. Optional equipment or products may be added to the contract during the term of the contract. AEPA reserves the right to accept or reject such offerings under the following conditions: the enhancement is recommended by AEPA and approved by the Member Agency; the option is priced at a discount similar to other options; and the option is an enhancement to the unit.
8. **Descriptive Literature and Brand Names:** All offers are to include a complete set of the manufacturer's descriptive literature regarding the commodities, supplies, materials, equipment, and software offered. Brand names, trade names, and/or catalog numbers used in the solicitation will be intended to describe and identify the type, level, and quality of products, equipment, and software being requested.
9. **Discontinued Products:** If a product or model is discontinued by the manufacturer, Vendor Partner 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.
10. **Product Specifications:** This solicitation is designed to enable a Respondent to satisfy a requirement for a commodity, supply, material, equipment, software, process, or service. A specification may be expressed as a standard, a part of a standard, or independent of a standard; by specifying a manufacturer's brand and model. No specification is intended to unnecessarily limit competition by eliminating items capable of satisfactorily and/or meeting the actual needs of the procurement. When a brand name product is specified and is only available for a single source, Respondents are encouraged to offer alternative products that they believe to adhere to and comply materially, functionally, and operationally equal to or better than the brand name product specified. **Any Respondent, believing a specification is unnecessarily restrictive, must indicate such in the form of a question during the solicitation process and prior to the due date for questions listed in the solicitation.** The fact that a manufacturer or supplier chooses not to produce or supply the commodity, supply, material, equipment, software, or services to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. If the Respondent deviates from these specifications, reasons must be stated for such deviation and state why, in their opinion, the commodity, supply, material, equipment, software, or services bid will render equivalent reliability, coverage, performance, and/or service. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire offer.
11. **Quality:** Unless otherwise modified elsewhere in this solicitation, Vendor Partner warrants the commodities, supplies, materials, equipment, and services delivered as stipulated in the Buyer's purchase order/contract, must be: of quality to pass without objection in the industry and professional standards normally associated with them; fit for the intended purpose(s) for which they are used; of even kind, quantity and quality within each unit and among all units, within the variations permitted by the contract; adequately offered, presented, delivered, accomplished and complete as the contract may require; and conform to the written promises and/or oral affirmations of fact made by Vendor Partner.

Product Information, Catalogs, and Price Lists: Respondents must include an electronic copy of the latest edition of the commercially available catalog and price lists that the discount will be applied to with the response. Throughout the term of the contract, Vendor Partner(s) must furnish all AEPA Member Agencies and their Participating Entities with copies of approved commercially available catalogs and price lists in the format desired (electronic, online shopping cart, etc.).

Progress Payments: Progress payments are allowed on purchases for goods and services under the following conditions: The Buyer and the Vendor Partner agree to the terms of the progress payments prior to issuing a purchase order; the purchase order describes the amounts to be paid and the date of payment; the Buyer has a satisfactory method of verifying progress described in writing in a letter or on the purchase order; that payments will only be made when actual goods and/or services are verified/received; and that any such payments be made in full compliance of Buyer's local board rules and any and all other applicable state rules and regulations.

Protest Resolution: Protest must be resolved, in accordance with AEPA's Board Policies, Procedures and/or the appropriate state statutes where the AEPA Member resides. AEPA intends that all solicitation protest decisions from the point a solicitation has been published through contract approval or rejection will be resolved by AEPA. Protests concerning contract award by AEPA Member Agencies will be resolved by the respective AEPA Member Agency.

- 1. Protest Costs:** The losing party to the protest must be responsible for the reasonable and justifiable costs of the protest. The protest costs must be based on the costs and expenses incurred by AEPA and its Member Agencies, including but not limited to staff salaries, attorneys' fees, hearing, reproduction, transcription, and travel costs.

Provisions Required by Law: By submitting a response to this solicitation, Respondents are acknowledging they have conducted and performed the required research to make themselves aware and knowledgeable of all federal, state, and local laws/statutes that are referenced herein, may pertain to and/or govern the procurement activities and transactions covered by this solicitation. These provisions of law and any clause required by law that is associated with and relates to this solicitation and any resulting contract will be read and enforced as though it were included herein.

Public Record: All offers submitted to this invitation become the property of AEPA and will become a matter of public record, available for review, subsequent to the solicitation due date. The Opening Record will be posted to the AEPA website (www.aepacoop.org).

Questions: Inquiries and questions related to this solicitation must be submitted online in Bonfire, per the timeline included in Part A.

Once a contract has been awarded by an individual AEPA Member Agency any inquiries and questions relating to contract implementation, execution, transactions, and/or concerns/issues occurring within that state should be addressed to the individual AEPA Member Agency.

Reporting: Vendor Partners are required to submit quarterly detailed sales reports to all AEPA Member Agencies.. If there are no sales, \$0 reports are required. A Vendor Quarterly Report Template is included with this solicitation.

Respondent Acceptance Period: To allow AEPA Member Agencies the opportunity to evaluate the offers, AEPA requires that an offer in response to this solicitation be valid and irrevocable for one hundred twenty-days (120) after opening time and date.

Right to Assurance: Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of this intent to perform. In the event that a demand is made, and no written assurance is given within ten (10) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

Right to Request Additional Information: AEPA, and its respective representatives, reserves the right to request any additional information during the procurement process that might be deemed necessary to better understand the submitted solicitation response including, but not limited to, clarifying questions. Respondents may be requested to submit such answers in writing but will not be allowed to change or alter their offer.

Safety Measures: Vendor Partners must take all necessary precautions for the safety of employees on the worksite, and must erect and properly maintain at all times, as required by job conditions and progress of the work, all necessary safeguards for the protection of the workers and public. They must post danger-warning signs against the hazards created by their operation and work in progress. Proper precautions must be taken pursuant to state law and standard construction practices to protect workers, the general public, and existing structures from injury or damage.

Safety Standards: All items supplied in this contract must comply with the current applicable Occupational Safety and Health Standards, the National Electric Code, and the National Fire Protection Association Standards.

Severability: The provisions of this contract are severable to the extent that any provision or application held to be invalid must not affect any other provision or application of the contract that may remain in effect without the invalid provision or application.

Substance Use & Conduct: All Vendor Partners and Subcontractors must adhere to the local substance (alcohol, drug, smoking, etc.) and conduct (dress code, language, parking, etc.) policies while on AEPA Member Agencies and Participating Entities premises.

State Agency: means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution, or official of the executive, the legislative or judicial branch of the government of this state.

Survival: All applicable software license agreements, warranties, or service agreements that were entered into between Vendor Partner and Buyer under the terms and conditions of the Contract must survive the expiration or termination of the Contract. All purchase orders issued and accepted by Vendor Partner must survive expiration or termination of the Contract.

Tare: If the Vendor Partner requires the Buyer to pay for shipping, the weight of the empty container and any material used for packing must be of the lightest weight practical for safe delivery of the contents.

Taxes: Different jurisdictions taxing authorities have different tax laws, rules, regulations, and processes, therefore, prices offered will not include applicable federal, state, and local taxes. All applicable taxes must be listed as a separate item on all cost proposals and invoices.

Term of Contract and Extensions: The initial term of the contract must be for up to fifteen (15) months and will commence on the date as indicated by each Participating Member Agency on the Acceptance of Solicitation and Contract in Part E of this solicitation. By mutual written agreement, the contract may be extended for three additional 12-month periods AEPA may choose to recommend the contract extension. If so recommended, an individual Member Agency may choose, at their sole discretion, to extend the contract. In the event AEPA does not recommend or approve a contract extension, or a contract expires, a Member Agency may offer an extension not to exceed six (6) months.

Termination by AEPA Member Agency: An AEPA Member Agency may cancel any contract secured by the solicitation without any further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract on behalf of the AEPA Member Agency is or becomes, at any time while the contract or any extensions of the contract is in effect, an employee of, or a consultant to any other party to this contract with respect to the subject matter of the contract. Such cancellation must be effective when the parties to this contract receive written notice from the AEPA Member Agency unless the notice specifies a later time. Cancellation by one AEPA Member Agency does not require other Agencies to cancel their contracts.

Termination by Non-Approval of AEPA: AEPA Member Agencies, on an annual basis assess, evaluate, and review existing AEPA vendors to determine if the organization as a whole desires to extend its approval of those vendors. If an existing AEPA vendor's approval is not extended for an additional term, the AEPA Member Agencies cannot extend the disapproved vendor's contract for a period exceeding six (6) months. See Term of Contract and Extensions above.

Termination for Convenience: AEPA Member Agencies reserve the right to immediately terminate this contract, without penalty or recourse, in whole or in part, if the AEPA Member Agency determines that termination is in the best interest of Participating Entities. The Vendor Partner, after receipt of a "Notice of Termination," must not accept any new orders after the termination date specified in the notice. Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency. Vendor Partner must be entitled to receive just and equitable compensation in accordance with applicable contract pricing for work in progress, work completed, and materials accepted before the effective date of the cancellation. The Vendor Partner will not be reimbursed for any anticipated profit. The AEPA Member Agency reserves the right to cancel, or suspend the use thereof, any contract resulting from this solicitation if the Vendor Partner files for bankruptcy protection or is acquired by an independent third party. Vendor Partner may cancel this contract upon written notice to the AEPA Member Agency prior to the intended termination date (or on the yearly anniversary of the solicitation). Any termination must not affect projects that are in progress at the time the cancellation is received by the AEPA Member Agency.

Termination for Default: If either party is in default under this contract, it must have an opportunity to cure the default within the time indicated (ten business days in most states) after it is given written notice of default by the other party, specifying the nature of the default. Upon receipt of the notice of default, the defaulting party must have ten business days to provide a satisfactory response to the AEPA Member Agency. Failure on the part of the defaulting party to adequately address all issues of concern may result in contract termination. If the default is not cured within the time specified in the notice of default, the non-defaulting party must have the right, in addition to all other remedies at law or equity, to immediately terminate this contract. Failure to complain of any action, non-action or default under this Agreement must not constitute a waiver of any of the parties' rights hereunder. The AEPA Member Agency reserves the right to terminate this contract, or any part hereof, for cause in the event of any default by the Vendor

Partner, or if the Vendor Partner fails to comply with any contract terms and conditions, or fails to provide the AEPA Member Agency, upon request, with adequate assurances of future performance. In the event of termination for cause, the AEPA Member Agency must not be liable to the Vendor Partner for any amount for supplies or services not accepted, and the Vendor Partner must be liable to the AEPA Member Agency or any Participating Entity for any and all rights and remedies provided by law. If it is determined that the AEPA Member Agency improperly terminated this contract for default, such termination must be deemed a termination for convenience. The AEPA Member Agency will issue written notice to the Vendor Partner for acting or failing to act in any of the following:

1. The Vendor Partner provides material that does not meet the specifications of the contract;
2. The Vendor Partner fails to adequately perform the services set forth in the specifications of the contract;
3. The Vendor Partner fails to complete the work required or to furnish the materials required within a reasonable amount of time;
4. The Vendor Partner fails to make progress in the performance of the contract and/or gives the AEPA Member Agency reason to believe that the Vendor Partner will not or cannot fulfil the requirements of the contract;
5. The Vendor Partner fails to extend lower pricing that has been offered to another customer or cooperative that has equal or lesser volume.
6. The Vendor Partner fails to observe any of the terms and conditions of the contract;
7. The Vendor Partner fails to follow the established procedure for purchase orders, invoices, and receipt of funds as stipulated by the AEPA Member Agency.

Termination for Non-Appropriation: Any individual Buyer's procurement/contract covered by this solicitation and executed in accordance with the resulting contract may be terminated if insufficient appropriations and/or authorizations do not exist due to changes in state or federal law, or because of a court order, or because of insufficient appropriations made available to the Buyer's governing board and/or its State Legislature. Such termination will be affected by sending fifteen (15) days' written notice to the Vendor Partner. The Buyer's decision as to whether sufficient appropriations and authorizations are available must be accepted by the Vendor Partner and must be final.

Title and Risk of Loss: The title and risk of loss of material or service must not pass to the Buyer purchasing the material or services until it receives the material or service at the point of delivery unless otherwise provided within this document.

Trade-in Equipment: Equipment for trade-in must be dismantled by the Vendor Partner and removed at its expense. The conditions of the trade-in equipment at the time it is turned over to the Vendor Partner must be the same as when the original agreement was made, except as affected by normal wear and tear from use between the time of the solicitation and the trade-in. Values placed on trade-in products are between the Buyer purchasing the new unit and the Vendor Partner.

Vendor Partner: Respondent who has been approved and awarded a contract for the delivery of construction, tangible personal property, supplies, or services in response to this solicitation.

Vendor Partner Contact: Vendor Partner will designate one individual who will represent them to AEPA, and its AEPA Member Agencies during the contract period. This contact person will correspond with each AEPA Member Agency for technical assistance, problems, or questions that may arise. If other staff, distributors and/or independent Vendor Partners will be performing the sales or support functions for different geographical areas (states), Vendor Partner must include instructions and contact information that can be distributed to AEPA Member Agencies upon approval of this bid.

Warranty: Vendor Partner warrants that all commodities, supplies, materials, equipment, software, and service delivered under this contract must conform to the specifications of this contract. All items should carry a warranty equal to the intended life cycle or a minimum manufacturer's warranty that includes parts and labor unless otherwise specified in the category specifications. The manufacturer has the primary responsibility to honor a manufacturer's warranty; a distributor or dealer agrees to assist the purchaser to reach a solution in a dispute with the manufacturer over a warranty's terms. Any extended manufacturer's warranty will be passed on to the Buyer. For example, if a voice board has a three-year warranty, but the board is in a turnkey system that has a one-year warranty, the voice board's three-year warranty must be honored by the manufacturer and the Vendor Partner. All extended warranties must be passed on, without exception. If upon discovery, the Vendor Partner charges a Buyer for a replacement part that the Vendor Partner actually received at no cost under a warranty, the Vendor Partner will rebate the amount billed and the Buyer reserves the right to cancel the contract.

Part E – Signature Forms

AEPA 026-E
Student Transportation Solutions

Instructions

Contained herein are forms that **require a signature** from an authorized person at your company. All items found within this document are **mandatory**. Failure to sign the required areas, sections, or signature lines may lead AEPA to consider your company's proposal as **non-responsive**.

To submit the required signed forms, follow these steps:

1. Read the documents in their entirety.
2. Complete all forms and sign when required.
3. Return the forms and pages in their correct order and scan one (1) single PDF format titled “Part E – Signature Forms – Name of Responding Company” (i.e. one PDF document for all signature forms).
4. Submit Part E, along with other required documents in Bonfire/Euna Procurement.

The following sections will need to be completed prior to submission as one (1) single PDF titled “Part E – Signature Forms – Name of Responding Company”.

[Uniform Guidance “EDGAR” Certification Form](#) – ***signature required**

[Solicitation Affidavit](#) – ***signature required**

[Acceptance of Solicitation & Contract](#) – ***signature required**

Uniform Guidance “EDGAR” Certification Form

2 CFR Part 200

When a purchasing agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200, referred to as the “Uniform Guidance” or new “EDGAR”. All Respondents submitting proposals must complete this EDGAR Certification form regarding the Respondent’s willingness and ability to comply with certain requirements, which may apply to specific agency purchases using federal grant funds.

For each of the items below, the Respondent will certify its agreement and ability to comply, where applicable, by having the Respondent’s authorized representative check, initial the applicable boxes, and sign the acknowledgment at the end of this form. If a Respondent fails to complete any item of this form, AEPA will consider and may list the response, as the Respondent is unable to comply. A “No” response to any of the items below may influence the ability of a purchasing agency to purchase from the Respondent using federal funds.

1. Violation of Contract Terms and Conditions

Provisions regarding Respondent default are included in AEPA’s terms and conditions. Any contract award will be subject to such terms and conditions, as well as any additional terms and conditions in any purchase order, ancillary agency contract, or construction contract agreed upon by the Respondent and the purchasing agency, which must be consistent with and protect the purchasing agency at least to the same extent as AEPA’s terms and conditions. The remedies under the contract are in addition to any other remedies that may be available under law or in equity.

2. Termination for Cause of Convenience

For a participating agency purchase or contract in excess of \$10,000 made using federal funds, you agree that the following term and condition shall apply:

The participating agency may terminate or cancel any purchase order under this contract at any time, with or without cause, by providing seven (7) business days in advance written notice to the Respondent. If this agreement is terminated in accordance with this paragraph, the participating agency shall only be required to pay Respondent for goods and services delivered to the participating agency prior to the termination and not otherwise returned in accordance with the Respondent’s return policy. If the participating agency has paid the Respondent for goods and services provided as the date of termination, Respondent shall immediately refund such payment(s).

If an alternate provision for termination of a participating agency’s purchase for cause and convenience, including how it will be affected and the basis for settlement, is in the participating agency’s purchase order, ancillary agreement or construction contract agreed to by the Respondent, the participating agency’s provision shall control.

3. Davis Bacon Act

When required by Federal program legislation, Respondent agrees that, for all participating agency contracts for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, in excess of \$2,000, Respondent shall comply 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, Respondent is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specific in a wage determinate made by the Secretary of Labor. Also, Respondent shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Respondent agrees that, for any purchase to which this requirement applies, the award of the purchase to the Respondent is conditioned upon Respondent’s acceptance of wage determination.

Respondent further agrees that is shall also comply 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 construction completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled under his contract of employment, shall be defined under this titled or imprisoned not more than five (5) years, or both.

4. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency purchases in excess of \$100,000 that involve the employment of mechanics or laborers, Respondent agrees to comply 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, Respondent is required to compute the wages of every mechanic and laborer based on a standard workweek of 40 hours. Work in excess of the standard workweek 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. The requirements of the 40 U.S.C. 3704 applies to construction work and provides that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchase of supplies, materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Right to Inventions Made Under a Contract or Agreement

If the participating agency's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experiments, developmental or research work under the "funding agreement," the recipient or sub-recipient 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.

6. Clean Air Act and Federal Water Pollution Control Act

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). When required, Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

7. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689), a contract award (see 2 CFR 180.222) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain 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. Respondent certifies that the Respondent is not currently listed and further agrees to immediately notify AEPA and all participating agencies with pending purchases or seeking to purchase from the Respondent if Respondent is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under state statutory or regulatory authority other than Executive Order 12549.

8. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Respondents 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

9. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Respondent agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. Profit as a Separate Element of Price

For purchases using federal funds in excess of \$150,000, a participating agency may be required to negotiate profit as a separate element of the price. See 2 CFR 200.323(b). When required by a participating agency, Respondent agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Respondent agrees that the total price, including profit, charged by the Respondent to the participating agency shall not exceed the awarded pricing, including any applicable discount, under the Respondent's contract with AEPA.

11. General Compliance with Participating Agencies

In addition to the foregoing specific requirements, Respondent agrees, in accepting any purchase order from a participating agency, it shall make a good faith effort to work with a participating agency to provide such information and to satisfy requirements as may apply to a particular purchase or purchases including, but not limited to, applicable record keeping and record retention requirements as noted in the Federal Acquisition Regulation, FAR 4.703(a).

12. Governing Law; Forum Selection.

Respondent acknowledges and agrees that any legal action or proceeding in which the Association of Educational Purchasing Agencies, Inc. ("AEPA"), is a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the Commonwealth of Kentucky, and must be brought and determined in the state courts of the Commonwealth of Kentucky in Warren County, Kentucky, or the United States Western District of Kentucky (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

Respondent further acknowledges and agrees that any legal action or proceeding in which a party includes a participating agency, but does not include AEPA as a party, that in any way relates to this solicitation, any contract award or the services provided thereunder, any other document executed in connection herewith, or for recognition and enforcement of any judgment in respect hereof brought by Respondent, a participating agency, or other party hereto, or its successors or assigns, will be governed by, construed and interpreted by the laws of the state in which the participating agency is domiciled, and must be brought and determined in the state in which the participating agency is domiciled (and may not be brought or determined in any other forum or jurisdiction), and each party hereto submits with regard to any action or proceeding for itself and in respect of its property, generally and unconditionally, to the sole and exclusive jurisdiction of the aforesaid courts and waives any further objection.

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Item)	Respondent Certification: YES, I agree	Initial
1. Violation of Contract Terms and Conditions		
2. Termination for Cause of Convenience		
3. Davis-Bacon Act		
4. Contract Work Hours and Safety Standards Act		
5. Right to Inventions Made Under a Contract or Agreement		
6. Clean Air Act and Federal Water Pollution Control Act		
7. Debarment and Suspension		
8. Byrd Anti-Lobbying Amendment		
9. Procurement of Recovered Materials		
10. Profit as a Separate Element of Price		
11. General Compliance with Participating Agencies		
12. Governing Law; Forum Selection.		

Name of Business

Signature of Authorized Representative

Printed Name

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Authorized Representative (Please print or type)

Mailing Address

Title (Please print or type)

City, State, Zip

Signature of Authorized Representative

Date

STATE OF _____

COUNTY OF _____

SUBSCRIBED AND SWORN TO before me this ____ day of _____, 20____ by
_____.

Notary Public
My Commission expires: _____
Notary ID: _____

Solicitation Affidavit-Page 2 of 2

Acceptance of Solicitation & Contract

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<hr/>	Date	<hr/>
Address	<hr/>	City, State Zip	<hr/>
Contact Person	<hr/>	Title	<hr/>
Authorized Signature	<hr/>	Title	<hr/>
Email	<hr/>	Phone	<hr/>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency _____

Authorized Representative _____

Authorized Signature _____

Awarded this	day of	Contract Number
Contract to commence-check one		
(Member Agency to select)		<input type="checkbox"/> 3/1/2026
		<input type="checkbox"/> Or



Part F.3 – Services Price Schedule

AEPA #026-E Student Transportation Solutions

Bidding Company Name:

Enter company name here

NOTE: If your company provides any of the services listed below, please complete the price schedule.

Part F.3 is a REQUIRED FORM

Limousine Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
School Bus Transportation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Motor Coach Transportation Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Scheduling Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N
Support Services	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

Other Services (Specify in Description)	Description	Regular Price or Rates	Discounted Price or Rates	Per Diem Charges (if any)	Mileage Charges (if any)	*Additional Discount on Large Projects: Y/N

*Please detail additional discounts on large projects.



Submission Instructions for Suppliers

Instructions: Utilize the checklist below, reviewing to confirm that all the required documents have been uploaded to Bonfire/Euna Procurement, in their **specified/required format**, by the due date and time listed for this solicitation.

Submissions not following the specified/required format may result in being marked non-responsive and may not be considered for evaluation. Respondents are reminded that failure to follow, comply with, and adhere to the enclosed instructions of this solicitation may result in their response being deemed non-responsive. AEPA, its Member Agencies, affiliate agencies, and authorized representatives are not responsible for bid proposals that are incomplete, unreadable, or received after the solicitation deadline submission date.

Please follow these instructions to submit via our Bonfire/Euna Procurement portal.

1. Prepare your submission materials:

Requested Information

Name	Type	# Files	Requirement	Instructions
Bid Bond (Bid Bond Security Document)	File Type: PDF (.pdf)	1	If Required, as indicated at the top of Part A	The original bid security must be received by EducationPlus by the due date and time. See Part A.
New Jersey State Specific Documents	File Type: PDF (.pdf)	Multiple	Optional	
Exceptions & Deviations	File Type: PDF (.pdf)	1	Required	



AEPA Part D Questionnaire	Questionnaire: Excel (.xlsx)	1	Required	You will need to fill out the provided Response Template for this Questionnaire. The Response Template can be downloaded from the project listing on the Bonfire/Euna Procurement portal.
Part E Signature Forms	File Type: PDF (.pdf)	1	Required	
Part F Discount Pricing Workbook	File Type: Excel (.xls, .xlsx)	1	Required	
Exhibit A - Marketing Plan	File Type: PDF (.pdf)	1	Required	
Service Coverage Maps/Options for Participating Members (if applicable)	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	



I acknowledge that I have downloaded all supporting documentation #1-4, along with my corresponding category documentation.	Data Type: Yes/No	N/A	Required	
I acknowledge that all products and services submitted with this response conform to the specifications outlined in Part A - Specifications	Data Type: Yes/No	N/A	Required	
Supporting Information	File Type: Any (.csv, .pdf, .xls, .xlsx, .ppt, .pptx, .bmp, .gif, .jpeg, .jpg, .jpe, .png, .tiff, .tif, .txt, .text, .rtf, .doc, .docx, .dot, .dotx, .word, .dwg, .dwf, .dxf, .mp3, .wav, .avi, .mov, .mp4, .mpeg, .wmv, .zip)	Multiple	Optional	



Requested Documents:

Please note the type and number of files allowed. The maximum upload file size is 1000 MB.

Please do not embed any documents within your uploaded files, as they will not be accessible or evaluated.

Requested Data:

Please note that text fields have a limit of 2000 characters. We recommend you prepare your responses in advance to ensure they fit within the length restrictions. Learn more about Requested Data at the [Bonfire Help Center](#).

Requested Questionnaires:

The Questionnaire Response Templates can be obtained by clicking on the appropriate Open Public Opportunities at <https://aepacoop.bonfirehub.com/opportunities/>

Please note that Questionnaires may take a significant amount of time to prepare.

2. Upload your submission at:

<https://aepacoop.bonfirehub.com/opportunities/>

You will not be able to prepare a submission unless you submit 'Yes' for your Intent to Bid by **September 16, 2025 1:30 PM EST.**

The Question period for this opportunity starts July 31, 2025 1:00 PM EST. The Question period for this opportunity ends August 29, 2025 6:00 PM EST. You will not be able to send messages after this time.

Your submission must be uploaded, submitted, and finalized prior to the Closing Time of **September 16, 2025 1:30 PM ET.** We strongly recommend that you give yourself sufficient time and **at least ONE (1) day** before Closing Time to begin the uploading process and to finalize your submission.



Important Notes:

- Each item of Requested Information will only be visible to AEPA after the Closing Time.
- Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed.
- You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.
- Minimum system requirements: Microsoft Edge, Google Chrome, or Mozilla Firefox. Javascript must be enabled. Browser cookies must be enabled.

Need Help?

Association of Educational Purchasing Agencies (AEPA) uses a Bonfire/Euna Procurement portal for accepting and evaluating proposals digitally. Please contact Bonfire/Euna Procurement by email at support.bonfire@eunasolutions.com for technical questions related to your submission. You can also visit their help forum at <https://customer.eunasolutions.com/public/s/knowledge-base/bonfire-hub>

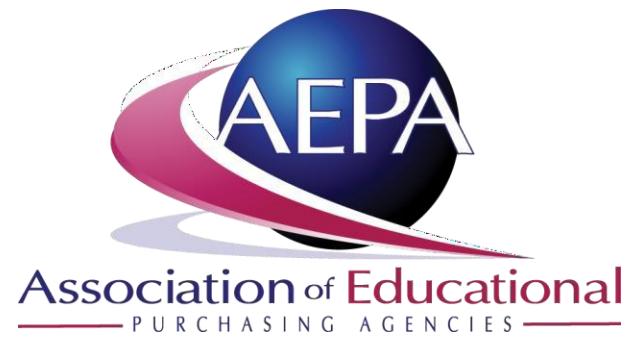


026 Public File – Solicitation Event Information

Solicitation Release Date	Bonfire	Posting date for the Opportunity	July 31, 2025 1:00 PM Eastern
Voluntary Pre-Bid Conference Call- All Categories	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 11:00 AM Eastern
Voluntary Pre-Bid Conference Call- Furniture	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 12:30 PM Eastern
Voluntary Pre-Bid Conference Call- Health & Wellness	Zoom	Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US	August 18, 2025 1:00 PM Eastern

Voluntary Pre-Bid Conference Call-<u>LED Lighting</u>	Zoom	<p>Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US</p>	August 18, 2025 1:30 PM Eastern
Voluntary Pre-Bid Conference Call-<u>Technology Catalog</u>	Zoom	<p>Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US</p>	August 18, 2025 2:00 PM Eastern
Voluntary Pre-Bid Conference Call-<u>Student Transportation Vehicles</u>	Zoom	<p>Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US</p>	August 18, 2025 2:30 PM Eastern
Voluntary Pre-Bid Conference Call-<u>Emergency Response Supplies & Equipment</u>	Zoom	<p>Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US</p>	August 18, 2025 3:00 PM Eastern
Voluntary Pre-Bid Conference Call-<u>HVAC Equipment & Installation</u>	Zoom	<p>Join Zoom Meeting: https://us06web.zoom.us/j/81233120395?pwd=WBUnvwDgqWERkUvacCaffaq9qP0s9aj.1 Meeting ID: 812 3312 0395 Passcode: 585895 Dial In Information: +1 564 217 2000 US</p>	August 18, 2025 3:30 PM Eastern

Questions Due Date	Bonfire	Deadline to submit question. Questions MUST be submitted via Bonfire	August 29, 2025 6:00PM Eastern
Intent to Bid Due Date	Bonfire	Deadline to indicate your intent to bid.	September 16, 2025 1:30 PM Eastern
Close Date	Bonfire	Deadline for Submittals via Bonfire	September 16, 2025 1:30 PM Eastern
Opening Record	www.aepacoop.org	Opening Record posted on the AEPA website	September 17, 2025
AEPA Approval of Offers	AEPA Winter Meeting (Colorado Springs, CO)	Recommendation of awards for AEPA Board Acceptance	December 1-3, 2025
Contracts	NA	Contracts sent to members, to be signed and sent to approved vendors (see Part A-Instructions and Specifications for list of participating members)	After December 3, 2025



026 Pre-Solicitation Vendor Call

August 18, 2025

[Meeting Recording](#)

[PowerPoint Slides](#)

026E Student Transportation Solutions Notified Vendors

Vendor Organization	Email	Date Last Recommended
Onset Technologies LLC	shel.saripella@onsetech.com	Aug 01, 2025 2:00 AM
Colourfast Secure Card Technology Inc.	andrew@Colourfast.com	Aug 01, 2025 2:00 AM
BKJ Global Management Consulting, LLC	info@bkjgmc.com	Aug 01, 2025 2:00 AM
Stratejm Inc.	john.menezes@stratejm.com	Aug 01, 2025 2:00 AM
Arrakis Consulting	carl@arrakisconsulting.com	Aug 01, 2025 2:01 AM
Doar Rieck Kaley & Mack	wmack@doarlaw.com	Aug 01, 2025 2:01 AM
Qualex Consulting Services, Inc	admin@qlx.com	Aug 01, 2025 2:01 AM
Atrium Real Estate Services	ljohnson@atriumrealestate.com	Aug 01, 2025 2:01 AM
OG Benefits	lee@ogben.com	Aug 01, 2025 2:01 AM
TMG Consulting, Inc. (an RIA Advisory, LLC., company)	info@tmgconsulting.com	Aug 01, 2025 2:01 AM
all county captions	lisazener@allcountycaptions.com	Aug 01, 2025 2:01 AM
CaelumOne Solutions Corporation	tim.magill@caelumone.com	Aug 01, 2025 2:01 AM
Fast Enterprises, LLC	harrison@fastenterprises.biz	Aug 01, 2025 2:01 AM
Edify Technologies Inc.	john@edifytech.com	Aug 01, 2025 2:01 AM
Public Works Partners	mmagali@publicworkspartners.com	Aug 01, 2025 2:01 AM
Savvas Learning Company LLC	Proposals@savvas.com	Aug 01, 2025 2:01 AM
Simple Movement Inc.	matt@simplemovement.ca	Aug 01, 2025 2:01 AM
Candor Consulting and Diagnostics, LLC	joincandor@candordiag.com	Aug 01, 2025 2:01 AM
Disrupters	Disruptersllc@gmail.com	Aug 01, 2025 2:01 AM
Barton Malow Co	mario.garza@bmco.com	Aug 01, 2025 2:01 AM
The Engine Room Consulting Group	milan@theengineroom.ca	Aug 01, 2025 2:01 AM
Learning Forward Texas	lftx@learningforwardtexas.org	Aug 01, 2025 2:01 AM
Leepopo Corporation, Inc	ChrisN@Leepopo.com	Aug 01, 2025 2:01 AM
Eigen X	spittman@eigenx.com	Aug 01, 2025 2:01 AM
MAXIMUS US Services, Inc.	rfpinfo2@maximus.com	Aug 01, 2025 2:01 AM
EF Institute for Cultural Exchange, Inc.	shea.osullivan@ef.com	Aug 01, 2025 2:01 AM
Dillengr, Inc.	BDilley@dillengrinc.com	Aug 01, 2025 2:01 AM
Moten Tate, Inc.	kmoten@motentate.com	Aug 01, 2025 2:01 AM
Thales Group of Companies	lionel.leblanc@thalesgroup.com	Aug 01, 2025 2:01 AM
Princeton IT Services, Inc	sled.ops@princetonits.com	Aug 01, 2025 2:01 AM
KBH Traffic Engineering, LLC	keti@kbhtraffic.com	Aug 01, 2025 2:02 AM
National Charter Schools Institute	deactivated_usr_9477bc78-cc39-4ca4-8f50-1b8997628a86@gobonfire.com	Aug 01, 2025 2:02 AM
MGF of America Consulting, LLC	rcvrfp@mgtamer.com	Aug 01, 2025 2:02 AM
Bankson Group LTD dba Alamo Tees & Advertising	art@alamotees.com	Aug 01, 2025 2:02 AM
IPMSolutions, LLC	byron.ipmsolutions@gmail.com	Aug 01, 2025 2:02 AM
Plexus Global LLC	clacambra@plexusglobalinc.com	Aug 01, 2025 2:02 AM
Counterpoint Consulting	steve@c20g.com	Aug 01, 2025 2:02 AM
Ferrovial Services	bidding.fsna@ferrovialservices.com	Aug 01, 2025 2:02 AM
BARE Associates International, Inc	jbare@bareinternational.com	Aug 01, 2025 2:02 AM
KURIEO	info@kurieo.com	Aug 01, 2025 2:02 AM
ProKel Mobility	bd@prokelmobility.com	Aug 01, 2025 2:02 AM
PPLSI	proposals@pplsi.com	Aug 01, 2025 2:02 AM

First General Services	angela.veri@firstgeneral.ca	Aug 01, 2025 2:02 AM
TW Consulting LLC	t.wallace@itracktwc.com	Aug 01, 2025 2:02 AM
Alcohol & Drug Testing Services, LLC	sales@adtsllc.com	Aug 01, 2025 2:02 AM
PDHI	stephaniek@pdhi.com	Aug 01, 2025 2:02 AM
Really Great Reading Company, LLC	kim.stuckey@reallygreatreading.com	Aug 01, 2025 2:02 AM
Mugo Web	bethany@mugo.ca	Aug 01, 2025 2:02 AM
Connections Wizards, LLC	aeichwald1@connectionswizards.com	Aug 01, 2025 2:02 AM
OpenGov, Inc.	rfp@opengov.com	Aug 01, 2025 2:02 AM
BDO USA, P.C.	stateandlocal@bdo.com	Aug 01, 2025 2:02 AM
AlxTel, Inc.	negeda@alxtel.com	Aug 01, 2025 2:02 AM
Joseph A. DeLuca Advisory and Consulting Services LLC	elongbothum@delucaadvisory.com	Aug 01, 2025 2:02 AM
PALADIN DEFENSE GROUP, INC.	Contact@paladin-defense.us	Aug 01, 2025 2:02 AM
HP Tech Service Inc.	tisihi08@gmail.com	Aug 01, 2025 2:02 AM
Digital Signup	info@digitalsignup.com	Aug 01, 2025 2:02 AM
VidCruiter	rfp@vidcruiter.com	Aug 01, 2025 2:02 AM
AP Triton	verwin@aptriton.com	Aug 01, 2025 2:02 AM
Ubun2Group Inc.	dwitzak@ubun2group.com	Aug 01, 2025 2:02 AM
Rose Group International	rachel@rosegroupintl.com	Aug 01, 2025 2:02 AM
MavenSolve, LLC	accounts@krasansconsulting.com	Aug 01, 2025 2:02 AM
Adira LLC	accounts@adiranow.com	Aug 01, 2025 2:02 AM
OpsAssist, Inc.	sales@ops-assist.com	Aug 01, 2025 2:02 AM
EqualizeRCM	wilbur.williams@equalizercm.com	Aug 01, 2025 2:02 AM
Kulik Strategic Advisers	tkulik@kulikstrategic.com	Aug 01, 2025 2:02 AM
Playscape Recreation	kate@playscaperecreation.com	Aug 01, 2025 2:02 AM
GEORGIA COMPUTER INC	myra@georgiacomputer.com	Aug 01, 2025 2:02 AM
Inzata (Qengine LLC)	christopher.rafter@inzata.com	Aug 01, 2025 2:02 AM
SP Plus Corporation	clientreporting-cle@spplus.com	Aug 01, 2025 2:02 AM
Digital Convergence	hello@digitalconvergence.ca	Aug 01, 2025 2:02 AM
Sierra Digital, Inc.	rfp@sierradigitalinc.com	Aug 01, 2025 2:02 AM
Cummins Inc	cssnabids@cummins.com	Aug 01, 2025 2:02 AM
Inkblot Therapy	rfpmanagement@inkblottherapy.com	Aug 01, 2025 2:02 AM
Vision Technologies of Glen Burnie, Maryland	bodonoghue@visiontech.biz	Aug 01, 2025 2:02 AM
Mina Holdings, LLC	tariq@minaholdingllc.com	Aug 01, 2025 2:02 AM
Cobb, Fendley & Associates, Inc.	agoudie@cobb fendley.com	Aug 01, 2025 2:02 AM
InterVISTAS Consulting USA LLC	intervistas.registrations@intervistas.com	Aug 01, 2025 2:02 AM
Cyber Watch Systems	mark.seay@cyberwatchsystems.com	Aug 01, 2025 2:02 AM
LitCon Group, LLC	hcurley@litcongroup.com	Aug 01, 2025 2:02 AM
Falcon Correctional and Community Services, Inc.	lwestbrock@falconinc.com	Aug 01, 2025 2:02 AM
Superior Maintenance Co.	jgoldsmith@smc.cc	Aug 01, 2025 2:03 AM
Merkhat, LLC	elise@merkhat.com	Aug 01, 2025 2:03 AM
DataPrivia, Inc	jeff.hurley@dataprvia.com	Aug 01, 2025 2:03 AM
Synergy Loft	Becky.mcdonald@synergyloft.com	Aug 01, 2025 2:03 AM
Beyond Spots & Dots	mquerry@beyondspotsanddots.com	Aug 01, 2025 2:03 AM
The Pittsburgh Paints Company	goltz@ppg.com	Aug 01, 2025 2:03 AM
Performance Clean LLC	gheath@performanceclean.com	Aug 01, 2025 2:03 AM
metroplex pavement markings	mgunta@metroplexpavementmarkings.com	Aug 01, 2025 2:03 AM

Stark Landscape	chado@starklandscape.com	Aug 01, 2025 2:03 AM
MARS Solutions Group	sales@marssg.com	Aug 01, 2025 2:03 AM
Foilcon Corp	foilcon@foilcon.com	Aug 01, 2025 2:03 AM
Envico	darrell@dirt-pro.ca	Aug 01, 2025 2:03 AM
Nexus Digital	brady@nexusdigital.co	Aug 01, 2025 2:03 AM
Building Optimization Technologies, LLC	jmitterhofer@bldgot.com	Aug 01, 2025 2:03 AM
ISERV	jim.palmisano@iservgroup.com	Aug 01, 2025 2:03 AM
Venture Lynk Capital and Advisory	bstokes@venturelynkfinancial.com	Aug 01, 2025 2:03 AM
34 Strong	zane_grace@34strong.com	Aug 01, 2025 2:03 AM
Tysonite Partners LLC	ramesh@tysonite.com	Aug 01, 2025 2:03 AM
Lazcorp Inc	ea@lazurgroup.com	Aug 01, 2025 2:03 AM
Angus Reid Group	sal.rustom@angusreid.com	Aug 01, 2025 2:03 AM
Customizo Solutions Inc.	rashamoursy@customizo.ca	Aug 01, 2025 2:03 AM
Blackbridge Consulting	rhopkins@blackbridgeconsulting.com	Aug 01, 2025 2:03 AM
Guidehouse	gheller@guidehouse.com	Aug 01, 2025 2:03 AM
Renaissance Learning, Inc.	proposals@renaissance.com	Aug 01, 2025 2:03 AM
SPARK business academy	chuchi.arevalo@sparkbusinessacademy.com	Aug 01, 2025 2:03 AM
International Business Machines	liwatson@us.ibm.com	Aug 01, 2025 2:03 AM
Limitless Leads Coaching LLC	atfc@realorlive.org	Aug 01, 2025 2:03 AM
KC Blueprint Company	plottingnkc@kcblueprint.com	Aug 01, 2025 2:03 AM
Rhythm Engineering	reggie.chandra@rhythm-info.com	Aug 01, 2025 2:03 AM
STEERus INC	Loralyn@steerus.io	Aug 01, 2025 2:03 AM
Helene Elizabeth Wellness Ctr	admin@heleneelizabethwellnesscenter.com	Aug 01, 2025 2:03 AM
SYSUSA Inc	muneer.baig@sysusa.com	Aug 01, 2025 2:03 AM
Poepping, Stone, Bach & Associates, Inc.	alia@psba.com	Aug 01, 2025 2:04 AM
Eli Patrick & Co.	clark@elipatrick.com	Aug 01, 2025 2:04 AM
Easy Healthcare Corporation	li@healthcare-manager.com	Aug 01, 2025 2:04 AM
BRG Office Movers	Chip.harber@beltmann.com	Aug 01, 2025 2:04 AM
FYRE MARKETING LLC	bids@fyremarketingadvisors.com	Aug 01, 2025 2:04 AM
All N All Supplies, LLC	customerservice@allnallsupplies.com	Aug 01, 2025 2:04 AM
MedWorks Inc.	george@medworks.com	Aug 01, 2025 2:04 AM
Reconcile Care Management Services	tracibsnccm@gmail.com	Aug 01, 2025 2:04 AM
Teknion	steve.hindle@teknion.com	Aug 01, 2025 2:04 AM
Insightrix Research Inc.	shonna.caldwell@insightrix.com	Aug 01, 2025 2:04 AM
Value Capture LLC	jcarpenter@valuecapturellc.com	Aug 01, 2025 2:04 AM
Winning Edge Solutions LLC	kumar@weitsolutions.net	Aug 01, 2025 2:04 AM
J-Tech Digital Inc	support@jtechdigital.com	Aug 01, 2025 2:04 AM
Blenderbox, Inc.	info@blenderbox.com	Aug 01, 2025 2:04 AM
FireTron, Inc.	bids@firetron.com	Aug 01, 2025 2:04 AM
INTRATEK COMPUTER	quotes@intrapc.com	Aug 01, 2025 2:04 AM
Glacier Construction services Inc.	mgottschalk@glacierv.com	Aug 01, 2025 2:04 AM
Eunomia	tenders@eunomia-inc.com	Aug 01, 2025 2:04 AM
EventMAP Solutions Canada Limited	tenders@eventmapsolutions.com	Aug 01, 2025 2:04 AM
DRG Architects	Jackk@drg-architects.com	Aug 01, 2025 2:04 AM
BIO-Janitorial Service, Inc.	candace@biojanitorial.com	Aug 01, 2025 2:04 AM
TCS	JonathanB@TCS.ink	Aug 01, 2025 2:04 AM

CKH Group	businessdevelopment@ckhgroup.com	Aug 01, 2025 2:04 AM
World Wide Web Distributions (Premier Hotel and Casino products)	yelena@premierhcp.com	Aug 01, 2025 2:04 AM
Prime healthcare services	dorcine@primehealthcareservices.ca	Aug 01, 2025 2:04 AM
Medlogix	steve.armenti@medlogix.com	Aug 01, 2025 2:04 AM
Bridger Systems, LLC	joshua@bridger.systems	Aug 01, 2025 2:04 AM
Heroes Shield LLC	sonya@donmorphy.com	Aug 01, 2025 2:04 AM
Cloud BC Labs inc.	dgowda@cloudbclabs.com	Aug 01, 2025 2:05 AM
The Emotional Company (EmCo)	gigi@emotionalcompany.com	Aug 01, 2025 2:05 AM
Flint Avenue	amy.wood@flintavenue.com	Aug 01, 2025 2:05 AM
First Stop Health	ekunisch@fshealth.com	Aug 01, 2025 2:05 AM
Vailexa Technology LLC	vaibhav@vailexa.com	Aug 01, 2025 2:05 AM
North Country Business Products	bensonk@ncbpinc.com	Aug 01, 2025 2:05 AM
Alpha Developers LLC	sales@alphadevelopersllc.com	Aug 01, 2025 2:05 AM
Sports Fields Inc.	ataylor@fields-inc.com	Aug 01, 2025 2:05 AM
Magnum Services (Soil Stabilization)	travis.barber@magnuscement.ca	Aug 01, 2025 2:05 AM
Imperial Service Systems,Inc.	jmccarthy@impservsys.com	Aug 01, 2025 2:05 AM
Assist Services LLC	newpartnerships@assistservicesonline.com	Aug 01, 2025 2:05 AM
Bee Equipment Sales, Ltd	mkuehn@beeequipmentsales.com	Aug 01, 2025 2:05 AM
Element 29	bill.cassidy@e29ce.com	Aug 01, 2025 2:05 AM
Valueneer LLC	Mahmoud@value-neer.com	Aug 01, 2025 2:05 AM
DAC	jlewadowska@dacgroup.com	Aug 01, 2025 2:05 AM
The Prestigious Mark Inc.	ben@tpmpromo.com	Aug 01, 2025 2:05 AM
Brighter Image, Inc.	Corporate@brighter-image.com	Aug 01, 2025 2:05 AM
Envisia Learning	matt@envisialearning.com	Aug 01, 2025 2:05 AM
Onyx Healthcare USA, Inc	Jeffliu@onyx-healthcare.com	Aug 01, 2025 2:05 AM
Ruts Construction	adrian@rangeline.com	Aug 01, 2025 2:05 AM
Prismatic Services	info@prismaticservices.com	Aug 01, 2025 2:05 AM
Marco Group Inc	elizabeth.thompson@madebymarco.net	Aug 01, 2025 2:05 AM
Py Concepts LLC	oluwaseun.oke@pyconcepts.com	Aug 01, 2025 2:05 AM
SCM Consultants Inc.	bminhas@scmconsultants.net	Aug 01, 2025 2:05 AM
Boomi Environmental LLC	sri@boomi-environmental.com	Aug 01, 2025 2:05 AM
Sophos	craig.allen@sophos.com	Aug 01, 2025 2:05 AM
Christy Glass Company	davchristy@aol.com	Aug 01, 2025 2:05 AM
Safeguard Strategy Crime Prevention Consultants LLC	joell@safeguardstrategy.com	Aug 01, 2025 2:05 AM
Relay Human Cloud	michael@relayhumancloud.com	Aug 01, 2025 2:05 AM
Augustine Agency	kwhitsett@augustineagency.com	Aug 01, 2025 2:05 AM
Legacy Vision Preservation	crystal@legacyvisionpreservation.com	Aug 01, 2025 2:05 AM
Skaggs Building Solutions LLC	jskaggs@skaggscompany.com	Aug 01, 2025 2:05 AM
CENTURY SECURITY SERVICES, INC	cssguard.century@gmail.com	Aug 01, 2025 2:05 AM
Fritel and Associates, L.L.C. dba Diversified Product Development	llittle@diversifiedproduct.com	Aug 01, 2025 2:05 AM
Climatec	dal.bonfire@climatec.com	Aug 01, 2025 2:05 AM
CommForms Secure Forms Inc	hill.isenman@commforms.ca	Aug 01, 2025 2:05 AM
Kikoda	matt.dufek@kikoda.com	Aug 01, 2025 2:05 AM
Vari Sales Corporation	robert.cafty@vari.com	Aug 01, 2025 2:05 AM
Unlimited Technology, Inc.	iramirez@utiglobal.com	Aug 01, 2025 2:06 AM
GovTron LLC	suren@govtron.com	Aug 01, 2025 2:06 AM

QDoc Inc.	contracts@qdoc.ca	Aug 01, 2025 2:06 AM
ELEMENTS LEADERSHIP, LLC	eric@elementsleadership.com	Aug 01, 2025 2:06 AM
Sparrow Consulting Group Inc.	trever@sparrowgroup.org	Aug 01, 2025 2:06 AM
Center for Nonprofit Advancement	tyieshaj@nonprofitadvancement.org	Aug 01, 2025 2:06 AM
OpenTeQ Technologies LLC	harshitha@openteqgroup.com	Aug 01, 2025 2:06 AM
Silent Falcon UAS Technologies	gbishop@silentfalconuas.com	Aug 01, 2025 2:06 AM
Realize Success LLC	paige@realize-success.com	Aug 01, 2025 2:06 AM
Industrial Builders, Inc	brian@IB-USA.COM	Aug 01, 2025 2:06 AM
Saltshaker Productions, LLC	connect@saltshakerproductions.com	Aug 01, 2025 2:06 AM
GK TechStar LLC	jleyva@techstaris.com	Aug 01, 2025 2:06 AM
ISSQUARED, INC.	dlavende@issquaredinc.com	Aug 01, 2025 2:06 AM
Nsacyber	Kirby@nsacyber.io	Aug 01, 2025 2:06 AM
MedFirst Staffing, LLC	davidb@medfirststaffing.com	Aug 01, 2025 2:06 AM
Moran Technology Consulting	scott.weyandt@morantechnology.com	Aug 01, 2025 2:06 AM
Sage Education Consulting, Inc.	lisa@sageeducon.com	Aug 01, 2025 2:06 AM
Scanics	dmapes@scanics.com	Aug 01, 2025 2:06 AM
Careers Work, Inc.	sydneyf@careermpr.com	Aug 01, 2025 2:06 AM
Kuder	rfp@kuder.com	Aug 01, 2025 2:06 AM
TABB INC.	bbodkin@tabb.net	Aug 01, 2025 2:06 AM
Superior Contractors	Superiorcontractorstx@gmail.com	Aug 01, 2025 2:06 AM
Zencon Group Inc.	govt@zencongroup.com	Aug 01, 2025 2:06 AM
Bauer's Intelligent Transportation	john.pimentel@bauersit.com	Aug 01, 2025 2:06 AM
DITTA ENTERPRISES LLC	Contact@del-ditta.com	Aug 01, 2025 2:06 AM
Settled Solids Management	jmims@hydro-int.com	Aug 01, 2025 2:06 AM
Samson & Associés CPA/Consultation Inc.	veronick.gauthier-roy@samson.ca	Aug 01, 2025 2:06 AM
Omega 365 USA Inc.	oyvind@omega365.com	Aug 01, 2025 2:06 AM
Ikerd Consulting, LLC	bikerd@ikerd.com	Aug 01, 2025 2:06 AM
Hillmann	mspinowitz@hillmannconsulting.com	Aug 01, 2025 2:06 AM
Excel Facility Services	grivera@efsgnj.com	Aug 01, 2025 2:06 AM
Summit View Woods Homeowners	jimbattigaglia@archercompany.com	Aug 01, 2025 2:06 AM
Cenmic Management LLC	michael.areola@cenmicmanagement.com	Aug 01, 2025 2:06 AM
IOCYBER, LLC	acrawford@iocyber.tech	Aug 01, 2025 2:06 AM
Pinnacle Financial Partners	scott.jordan@pnfp.com	Aug 01, 2025 2:06 AM
Axis Construction Services, LLC	michael@axis-gc.com	Aug 01, 2025 2:06 AM
Think Research	tenders@thinkresearch.com	Aug 01, 2025 2:06 AM
Fair Schools LLC	info@fairschools.org	Aug 01, 2025 2:06 AM
Dexian, LLC	bob.quinn@dexian.com	Aug 01, 2025 2:06 AM
ElevationHR, LLC	dcvasquez@elevationhr.com	Aug 01, 2025 2:06 AM
iTaylor Strategies LLC	merdochey@itaylorsolutions.com	Aug 01, 2025 2:07 AM
JM Brennan	dmolkentin@jmbrennan.com	Aug 01, 2025 2:07 AM
IntelAgree	summer.marshall@intelagree.com	Aug 01, 2025 2:07 AM
Ringgold Telephone Company	ssawyer@rtctel.com	Aug 01, 2025 2:07 AM
Method4 Engineering	brian.goodridge@method4engineering.com	Aug 01, 2025 2:07 AM
Worldcast live Inc	peter.lewis@worldcastlive.com	Aug 01, 2025 2:07 AM
Intel Global Govt GTM	alan.d.rose@intel.com	Aug 01, 2025 2:07 AM
PJG Property Maintenance	pj-grevy@pjgpm.com	Aug 01, 2025 2:07 AM

Babb Technology Services Inc	Jonathonm@babbtech.com	Aug 01, 2025 2:07 AM
Elearning Studio	meet@elearning.studio	Aug 01, 2025 2:07 AM
Pinnacle Project Partners	jbrown@pinnacleprojectpartners.com	Aug 01, 2025 2:07 AM
EdLight	teryn@edlight.com	Aug 01, 2025 2:07 AM
Tino LLC	anastasia@tino.design	Aug 01, 2025 2:07 AM
Jamison Link Business Solutions LLC	ajamison@jamisonlink.com	Aug 01, 2025 2:07 AM
Burgeon Analytics LLC	mails@burgeonanalytics.com	Aug 01, 2025 2:07 AM
Texas AirSystems	josh.atkinson@texasairsystems.com	Aug 01, 2025 2:07 AM
CLIMBING GLOBALLY SOLUTIONS LLC	llove@climbingglobally.com	Aug 01, 2025 2:07 AM
Texas Vets Roofing	office@texasvetsroofing.com	Aug 01, 2025 2:07 AM
FM Solutions LLC - Priority Payment Systems Houston	manan@ppshouston.com	Aug 01, 2025 2:07 AM
Vendor	bonfirehub@aileronconsulting.com	Aug 01, 2025 2:07 AM
FP Property Restoration	steve@fprestoration.com	Aug 01, 2025 2:07 AM
TechSkill Nation	vik.manne@techskillnation.com	Aug 01, 2025 2:07 AM
Dodge Construction Network	Dodge.Bidding@construction.com	Aug 01, 2025 2:07 AM
Wooclap	berangere.florin@wooclap.com	Aug 01, 2025 2:07 AM
Nitelines USA, Inc	HL@nitelinesusa.com	Aug 01, 2025 2:07 AM
RTC Manufacturing, Inc	tammy.obrien@rtc-traffic.com	Aug 01, 2025 2:07 AM
H-Town Technologies Inc	suresh@htown-tech.com	Aug 01, 2025 2:07 AM
Stonehouse Drilling & Construction LLC	jhaywood@shdrilling.com	Aug 01, 2025 2:07 AM
CarePro National Painting / Kept Companies	swilliams@carepropainting.com	Aug 01, 2025 2:07 AM
Prism Consulting	valerie@prismconsultingfl.com	Aug 01, 2025 2:07 AM
Devfi,Inc	ashwin@devfi.com	Aug 01, 2025 2:07 AM
Revolution Data Platforms	sales@dataplatforms.ca	Aug 01, 2025 2:07 AM
PCC-IT International, dba of Power Capital Management	clientservices@itpcxit.com	Aug 01, 2025 2:07 AM
GoldPhish	jami@thegoldphish.com	Aug 01, 2025 2:07 AM
Transit Trends, Inc.	justin@transittrends.ai	Aug 01, 2025 2:07 AM
EPSoft Technologies LLC	lahari.medarametla@epsoftinc.com	Aug 01, 2025 2:07 AM
The Facilities Group	jhawkins@thefacilitiesgroup.com	Aug 01, 2025 2:07 AM
PRODISION, LLC	sam@prodision.com	Aug 01, 2025 2:07 AM
Elite Utility Solutions	josh.jarrard@eliteutilitysolutions.com	Aug 01, 2025 2:07 AM
STS Recycling, LLC.	morgan@stsrecycle.com	Aug 01, 2025 2:07 AM
International Languages Service	john.arroyave@ilsjax.com	Aug 01, 2025 2:07 AM
IT Minds LLC	GovernmentServices@itminds.net	Aug 01, 2025 2:07 AM
Gulf Coast Paper	gary.ellis@imperialdade.com	Aug 01, 2025 2:07 AM
Carson Solutions, LLC	webbk@carsonsolutionsllc.com	Aug 01, 2025 2:07 AM
Proactive MD	tcorley@proactive.md	Aug 01, 2025 2:07 AM
Texas Enforcer LLC.	texasenforcerllc@gmail.com	Aug 01, 2025 2:07 AM
Parsons Transportation Group	tim.schock@parsons.com	Aug 01, 2025 2:07 AM
Recruiting Heroes	nsalinas@recruitingheroes.org	Aug 01, 2025 2:07 AM
BDG Trees	joneal@bdgtrees.com	Aug 01, 2025 2:07 AM
Drone Security Service Inc	info@dronesecurityserv.com	Aug 01, 2025 2:07 AM
DPTV TANGO LLC	dptvtango@gmail.com	Aug 01, 2025 2:07 AM
DIESEL DEPOT	marc@diesel-depot.com	Aug 01, 2025 2:07 AM
Proficient Consulting LLC	mohit.nigam@proficient.biz	Aug 01, 2025 2:07 AM
Condition Monitoring Analytics, LLC	sjones@conditionmonitoringanalytics.com	Aug 01, 2025 2:07 AM

Innovazz Business Consulting Inc.	admin@innovazz.com	Aug 01, 2025 2:08 AM
Vendor	kloring@sunprint.com	Aug 01, 2025 2:08 AM
Say it with Style Promos and Custom Apparel	eugene@siwspromos.com	Aug 01, 2025 2:08 AM
Reliable Paper Inc	jimfaucette@reliablepaper.com	Aug 01, 2025 2:08 AM
LAZARO LEAL LANDSCAPING AND TREE SERVICES LLC	leallandscapingservices@yahoo.com	Aug 01, 2025 2:08 AM
Fre3dom Interiors	tbosley@fre3dom.net	Aug 01, 2025 2:08 AM
Upfiv Designs Inc.	aurelia@upfiv.com	Aug 01, 2025 2:08 AM
https://totaloptim.com	contact@totaloptim.com	Aug 01, 2025 2:08 AM
GovFirst	angel@govfirst.net	Aug 01, 2025 2:08 AM
Holt Texas, Ltd. (dba HOLT CAT)	francisco.valor@holtgrp.com	Aug 01, 2025 2:08 AM
Grind-Well LLC	info@grind-well.com	Aug 01, 2025 2:08 AM
Summitt Forests, Inc	summittforests@gmail.com	Aug 01, 2025 2:08 AM
IT Operational Strategies LLC, SDVO	Terry.stockholm@itops-llc.com	Aug 01, 2025 2:08 AM
Interior Furnishing	interiorfurnishing@yahoo.com	Aug 01, 2025 2:08 AM
Selrico Services Inc.	procurement@selricoservices.com	Aug 01, 2025 2:08 AM
Young Scholars Circle LLC/The Masterpiece Academy	krishnacart@youngscholarscircle.com	Aug 01, 2025 2:08 AM
Voyce Inc.	proposals@voyceglobal.com	Aug 01, 2025 2:08 AM
Pencrafter	pencraftertymoss@outlook.com	Aug 01, 2025 2:08 AM
IMA Financial Group	tim.schermerhorn@imacorp.com	Aug 01, 2025 2:08 AM
Tek Construction	Tekmenzhi92@icloud.com	Aug 01, 2025 2:08 AM
TELUS International	richard.bledsoe@telusinternational.com	Aug 01, 2025 2:08 AM
Amplify Systems Integration	dplatt@amplifysi.com	Aug 01, 2025 2:08 AM
Simple Communications Technologies, LLC	brian@simplecom.pro	Aug 01, 2025 2:08 AM
Servi-Tek Facility Solutions	accounting.engineering@servi-tek.net	Aug 01, 2025 2:08 AM
Vendor	riccie.gargano@garda.com	Aug 01, 2025 2:08 AM
Carrier Enterprise	douglas.smyers@carrierenterprise.com	Aug 01, 2025 2:08 AM
Apex Site Services	admin@apexsites.com	Aug 01, 2025 2:08 AM
Guardian Safety and Supply LLC dba Enviro Safety Products	amaly@envirosafety.com	Aug 01, 2025 2:08 AM
Tribeca Builds, LLC	casey@tribecabuilds.com	Aug 01, 2025 2:08 AM
BuildCentral Inc	Karen@buildcentral.com	Aug 01, 2025 2:08 AM
Vortex Solution inc.	karine.s@vortexsolution.com	Aug 01, 2025 2:08 AM
Texas Values	kyle@texasvalues.com	Aug 01, 2025 2:08 AM
Genric Inc	pattwood@genric.com	Aug 01, 2025 2:08 AM
Citrus Advertising	sheila@citrusadv.com	Aug 01, 2025 2:08 AM
Competitive Edge Business Solutions	tdaniels@focalpointcoaching.com	Aug 01, 2025 2:08 AM
XyberMed Cooperation	ammaar@xybermed.com	Aug 01, 2025 2:08 AM
Energia USA, Inc.	bids@energiasaves.com	Aug 01, 2025 2:08 AM
International Alliance Group	larry@iagusa.org	Aug 01, 2025 2:08 AM
BKTB Group Inc dba MC Austin	imoreno@mcaustin.com	Aug 01, 2025 2:08 AM
RevoTRAC, LLC	melissa@revotrac.com	Aug 01, 2025 2:08 AM
AMB Modulaire Inc	sylvainperrault@ambmodulaire.com	Aug 01, 2025 2:08 AM
Liberty Safety Company LLC	Kennyc@libertsafetyco.com	Aug 01, 2025 2:08 AM
UnBoxed Solutions	robert@swg-unboxed.org	Aug 01, 2025 2:08 AM
C.A Friend Consulting	christian@cafriendconsulting.com	Aug 01, 2025 2:08 AM
VEscape Labs	info@vescapelabs.com	Aug 01, 2025 2:08 AM
TPI Billing Solutions	cmccluskey@tpibillingsolutions.com	Aug 01, 2025 2:08 AM

NXTGEN Clean Energy Solutions	russ@nxtgenleanenergy.com	Aug 01, 2025 2:08 AM
Hi Mark Construction Inc	mh20man@msn.com	Aug 01, 2025 2:08 AM
Trans Canada Forest Products	srubin@pftranscan.com	Aug 01, 2025 2:08 AM
Relannford Enterprises LLC	sandra@relannford.com	Aug 01, 2025 2:08 AM
Global Alliant	operations@globalalliantinc.com	Aug 01, 2025 2:08 AM
Success by Design, Inc.	megan@successbydesign.com	Aug 01, 2025 2:08 AM
SMART GROUP SYSTEMS	MICKEY@SMGSYSTEMS.NET	Aug 01, 2025 2:09 AM
Allied Strategic Solutions	bwinslow34@yahoo.com	Aug 01, 2025 2:09 AM
Senture, LLC, a TP company	bobbie.g.gutierrez@sentre.com	Aug 01, 2025 2:09 AM
Asera LLC	jodi-annbirch@AseraSolutions.com	Aug 01, 2025 2:09 AM
YOSVENMA LLC	corderoenma@icloud.com	Aug 01, 2025 2:09 AM
Aquiyel Business Services	nijah@aquiyel.com	Aug 01, 2025 2:09 AM
Slooh	procurement@slooh.com	Aug 01, 2025 2:09 AM
Mitchell Logistics CO. LLC	Info@Mitchelllogistics.co	Aug 01, 2025 2:09 AM
Vendor	jennifer@perfectfitimage.com	Aug 01, 2025 2:09 AM
Argyle Build Inc.	maret@argyle.build	Aug 01, 2025 2:09 AM
Foresight Engineering and Technology	info@cleanconnects.com	Aug 01, 2025 2:09 AM
M8 Management LLC	twms@m8managementllc.com	Aug 01, 2025 2:09 AM
PwC	jon.souder@pwc.com	Aug 01, 2025 2:09 AM
Bluestar Systems Inc	jigar@bluestarsystemsinc.com	Aug 01, 2025 2:09 AM
Liberty Home Health LLC dba Lab Pointe	support@labpointe.com	Aug 01, 2025 2:09 AM
Worldstrides	schoolvendorcontractrequests@worldstrides.com	Aug 01, 2025 2:09 AM
nTech Workforce	sangeetha@ntechworkforce.com	Aug 01, 2025 2:09 AM
Pride Global	prem.savalani@prideglobal.com	Aug 01, 2025 2:09 AM
CMIT Solutions of Best Southwest Dallas County	klewis@cmitsolutions.com	Aug 01, 2025 2:09 AM
Enspyire Consulting	ljones@enspyire.com	Aug 01, 2025 2:09 AM
Avista Realtime Systems, LLC	Wshumaker@avistarealtime.com	Aug 01, 2025 2:09 AM
AlexiGen BioTech, LLC	jeffreyferguson@alexigen.com	Aug 01, 2025 2:09 AM
Accelerated Fleet Services	rbias@afsfleet.com	Aug 01, 2025 2:09 AM
XSiV Technologies	bbalkcom@xsvtechnologies.com	Aug 01, 2025 2:09 AM
The Voice Society	maria@thevoicesociety.com	Aug 01, 2025 2:09 AM
Innovative Edge TCS	swarna@ie-tcs.com	Aug 01, 2025 2:09 AM
Vendor	Aprilsspringcleaningllc@gmail.com	Aug 01, 2025 2:09 AM
Florida Gold Foods LLC	sew@floridagoldfoods.com	Aug 01, 2025 2:09 AM
CNA INSTRUCTOR CONSULTANTS LLC	amy@thesecretcocktail.com	Aug 01, 2025 2:09 AM
Fred's Award World	rose.freds@outlook.com	Aug 01, 2025 2:09 AM
Blue Chip Works	tony@bluechipworks.com	Aug 01, 2025 2:09 AM
MBI	justin.conroy@mbakerintl.com	Aug 01, 2025 2:09 AM
Enpramex distribution	mike@enpramex.com	Aug 01, 2025 2:09 AM
Octilion LLC	niket@thebilions.com	Aug 01, 2025 2:09 AM
Vendor	mike@baconcompanies.com	Aug 01, 2025 2:09 AM
Moogle Canada Inc.	director@mooglelabs.com	Aug 01, 2025 2:09 AM
Hamilton Staffing Solutions	angela.h@hamiltonstaffingsolutions.com	Aug 01, 2025 2:09 AM
Elias Institute of Professional Coaching Inc	janine@drjanineelias.com	Aug 01, 2025 2:09 AM
Armadillo Photo Supply	rfernandez@armadillophoto.com	Aug 01, 2025 2:09 AM
Vivia Group	susan@viviagroup.com	Aug 01, 2025 2:10 AM

NWN Carousel	cludwig@nwncarousel.com	Aug 01, 2025 2:10 AM
Alletec Inc.	amian@alletec.com	Aug 01, 2025 2:10 AM
Flat Rate Movers, Ltd.	davidg@flatrate.com	Aug 01, 2025 2:10 AM
BRZ Investment & Consulting LLC	proc@brzinvestment.com	Aug 01, 2025 2:10 AM
HIVOLT Advanced Inc.	andrew.Klinger@hva-inc.com	Aug 01, 2025 2:10 AM
Vendor	peter@graceyworks.com	Aug 01, 2025 2:10 AM
Vendor	Michael.Keegan@abm.com	Aug 01, 2025 2:10 AM
Citronway	gokocha@citronway.com	Aug 01, 2025 2:10 AM
Make Stuff Move Inc.	sourcing@makestuffmove.com	Aug 01, 2025 2:10 AM
Mindset Labs, Inc.	RFX@tbh.us	Aug 01, 2025 2:10 AM
Surefox	matthew.reeser@surefox.com	Aug 01, 2025 2:10 AM
Vega Procurement Solutions Group, LLC	avega@vegaprocure.com	Aug 01, 2025 2:10 AM
Ward Companies, LLC.	wward219@gmail.com	Aug 01, 2025 2:10 AM
bond & bond auctioneers	sales@bondauctioneers.com	Aug 01, 2025 2:10 AM
Maribel Martinez Consulting	maribel@maribelmartinezconsulting.com	Aug 01, 2025 2:10 AM
R and J Services	rickrogers10@outlook.com	Aug 01, 2025 2:10 AM
MFRXM, Inc	tim.thomas@crystalclearrx.com	Aug 01, 2025 2:10 AM
Garner Paving and Construction LLC	garnerpaving@sbcglobal.net	Aug 01, 2025 2:10 AM
Cushman & Wakefield of Long Island, Inc	David@cushwake.com	Aug 01, 2025 2:10 AM
HV	hannah.vdbg@gmail.com	Aug 01, 2025 2:10 AM
Tekterra, Inc.	rob.conrad@tekterra.com	Aug 01, 2025 2:10 AM
Knight Restoration, LLC	I.thomason@knightcommercial.com	Aug 01, 2025 2:10 AM
MALAN BEST SECURITY INC	Info@malanbestsecurity.com	Aug 01, 2025 2:10 AM
TRC Environmental Corp	mpendergrass@trccompanies.com	Aug 01, 2025 2:10 AM
Parking Company of America (PCA-KC)	procurement@parkwithpca.com	Aug 01, 2025 2:10 AM
Planting Seeds Academic Solutions	cjones@plantingseedstutoring.com	Aug 01, 2025 2:10 AM
Think Board	hello@think-board.com	Aug 01, 2025 2:10 AM
AV Cabling Contractors	gil@avcablingcontractors.com	Aug 01, 2025 2:10 AM
Precision Environmental Company	Deureka@precision-env.com	Aug 01, 2025 2:10 AM
Euna Solutions	rfp@questica.com	Aug 01, 2025 2:10 AM
Digital Plus Solutions LLC	agoyal@digitalplussolutions.com	Aug 01, 2025 2:10 AM
Rig logistics Inc	narinder@riglogistics.com	Aug 01, 2025 2:10 AM
144 Family Care	chichikakoma@gmail.com	Aug 01, 2025 2:10 AM
Eagle Consulting & Development LLC	cassondra@eagleconsultingdevelopment.com	Aug 01, 2025 2:10 AM
DNB Enterprises, Inc.	ron.gilbert@dnbent.com	Aug 01, 2025 2:10 AM
Unified Services Consulting Group	Joseph.Leonard@uscongru.com	Aug 01, 2025 2:10 AM
California	info@ubuntupsych.com	Aug 01, 2025 2:10 AM
Sympositt LLC	bobby.bermudez@sympositt.com	Aug 01, 2025 2:10 AM
Strong Solutions LLC	info@strongsolutionsutah.com	Aug 01, 2025 2:10 AM
Anglin Consulting Group, Inc	yashieka@anglincg.com	Aug 01, 2025 2:10 AM
TWW Enterprises	daniel.wright@twwenterprises.com	Aug 01, 2025 2:10 AM
Vendor	amandar@newporttc.com	Aug 01, 2025 2:10 AM
MD Claims Group LLC	awalgamotte@mdclaimsgroup.com	Aug 01, 2025 2:10 AM
Hunter Cattle Co	accounting@huntercattle.com	Aug 01, 2025 2:10 AM
Topology Health	alex@topology.health	Aug 01, 2025 2:10 AM
Transform Interactive	josie@transforminteractive.com	Aug 01, 2025 2:10 AM

Industrial Applied Technologies	tbearden.iatllc@gmail.com	Aug 01, 2025 2:10 AM
Expanded Learning Academy	cgreen@expandedlearningacademy.com	Aug 01, 2025 2:10 AM
McConnell & Jones LLP	bharper@mjl.com	Aug 01, 2025 2:10 AM
Baseline Telematics Inc.	pasavoie@baselinetelematics.com	Aug 01, 2025 2:10 AM
Direct Mop Sales, Inc.	mjulo@directmopsales.com	Aug 01, 2025 2:10 AM
Lipsey Logistics Worldwide LLC	LipseyRRS@lipseylogistics.com	Aug 01, 2025 2:11 AM
Vendor	tony@bmpcomp.com	Aug 01, 2025 2:11 AM
APC BILLING	info@apcbilling.com	Aug 01, 2025 2:11 AM
GEM Car Sales and Service, LLC	cade@gemnev.com	Aug 01, 2025 2:11 AM
Bioquintex Solutions	sherry.east@bioquintex.com	Aug 01, 2025 2:11 AM
RT Solutions Group LLC.	admin@rtsolutionsgrp.com	Aug 01, 2025 2:11 AM
Birch Agency, Inc	rcastellana@birchagency.com	Aug 01, 2025 2:11 AM
Fluxus USA	angel@fluxusmg.com	Aug 01, 2025 2:11 AM
Web Wizards	chad@webwizards.ca	Aug 01, 2025 2:11 AM
All City Communications	nmiller@allcitycom.com	Aug 01, 2025 2:11 AM
H & K Prints	info@hkprintsco.com	Aug 01, 2025 2:11 AM
3 Tier Group	admin@3tiergp.com	Aug 01, 2025 2:11 AM
Braden Business Systems, Inc.	JLOBRACO@BRADENONLINE.COM	Aug 01, 2025 2:11 AM
Inoapps	rj.brownlow@inoapps.com	Aug 01, 2025 2:11 AM
Choice-Telematics	Ryan.Clemons@Choice-telematics.com	Aug 01, 2025 2:11 AM
Change by Design	ebbers@changebydesign.us	Aug 01, 2025 2:11 AM
Data Storage Science, LLC	dssbd@ds-science.com	Aug 01, 2025 2:11 AM
Globiser, Inc	cnipe@globiser.com	Aug 01, 2025 2:11 AM
LMEC LLC	leti@lmecllc.com	Aug 01, 2025 2:11 AM
Sublime Wireless Inc.	john.oleary@swius.com	Aug 01, 2025 2:11 AM
ATTAC Consulting Group	busdevelopment@attacconsulting.com	Aug 01, 2025 2:11 AM
Sports Connection Gear	ronnie@sportsconnectiongear.com	Aug 01, 2025 2:11 AM
Leider Enterprises Inc DBA Connect Distributors	Chesky@connectdist.com	Aug 01, 2025 2:11 AM
Impact Printing and Graphics LTD	claudia@impactprinting.biz	Aug 01, 2025 2:11 AM
River North Transit LLC	procurement@ridewithvia.com	Aug 01, 2025 2:11 AM
The Joshua Agency LLC	coryj222001@yahoo.com	Aug 01, 2025 2:11 AM
Wingman63, LLC.	andi.poch@wingman63.com	Aug 01, 2025 2:11 AM
Next Structural Integrity Inc	janice.collins@nextsi.com	Aug 01, 2025 2:11 AM
Varcons	bonfire@varcons.com	Aug 01, 2025 2:11 AM
C5 GROUP LLC	E.C.IKEAKOR@GMAIL.COM	Aug 01, 2025 2:11 AM
ADB Companies Inc.	mbinder@adb-us.com	Aug 01, 2025 2:11 AM
Steve Lewey's Vendor	steve.lewey@beltmann.com	Aug 01, 2025 2:11 AM
ArborVista, LLC	bids@arborvista.com	Aug 01, 2025 2:11 AM
Prosource IT	kskelton@prosourceit.net	Aug 01, 2025 2:11 AM
Dig 'N It Excavation LLC	DNIEX@YAHOO.COM	Aug 01, 2025 2:11 AM
Xperteks Computer Consultancy, Inc.	mvelez@xperteks.com	Aug 01, 2025 2:11 AM
Athletics Admin	kc@athleticsadmin.com	Aug 01, 2025 2:11 AM
1digit	jgeiling@1digit.nyc	Aug 01, 2025 2:12 AM
Light As Air Boats	andi@lightasairboats.com	Aug 01, 2025 2:12 AM
OP Consulting Group LLC	owner@opconsultinggroup.com	Aug 01, 2025 2:12 AM
Medic-One Medical Services	mporter@MedicOne.org	Aug 01, 2025 2:12 AM

Exceptional Lives	anne.punzakmarcus@exceptionallives.org	Aug 01, 2025 2:12 AM
Bridge The Gap Sped, LLC	monique@bridgethegapsped.com	Aug 01, 2025 2:12 AM
Jackson Movers	info@mymovingsupport.com	Aug 01, 2025 2:12 AM
Security & Safety Associates of Louisiana LLC	revere@ssala.us	Aug 01, 2025 2:12 AM
Blue Raster	mlippmann@blueraster.com	Aug 01, 2025 2:12 AM
Sacriste Empire Ai Professional Technology Services	csdunn@sacristempire.com	Aug 01, 2025 2:12 AM
Simarn, LLC	GARY.FEZZEY@SIMARN.COM	Aug 01, 2025 2:12 AM
Grow America	jrodrarte@growamerica.org	Aug 01, 2025 2:12 AM
Safe Havens International, Inc.	phuong@weakfish.org	Aug 01, 2025 2:12 AM
ATA Services, Inc.	pharrod@ataservices.net	Aug 01, 2025 2:12 AM
Megastar HR	beca@megastarhr.com	Aug 01, 2025 2:12 AM
Pearl Interactive Network	mantwine@pinsourcing.com	Aug 01, 2025 2:12 AM
CJIS GROUP LLC	Region2@cjisgroup.com	Aug 01, 2025 2:12 AM
Optimal Solutions Group	procurement@optimalsolutionsgroup.com	Aug 01, 2025 2:12 AM
JobSite Diesel Repair	sales@jobsitediesel.com	Aug 01, 2025 2:12 AM
3Core Systems, Inc	navin.kandula@3coresystems.com	Aug 01, 2025 2:12 AM
Onebridge Support Services LLC	anita@onebridgecenter.com	Aug 01, 2025 2:12 AM
Sophron Networks LLC	rmurphy@sophronnet.com	Aug 01, 2025 2:12 AM
D2D IT Services LLC	szahid@d2dis.com	Aug 01, 2025 2:12 AM
University of Cincinnati Economics Center	b.evans@uc.edu	Aug 01, 2025 2:12 AM
MS. TAMMY'S SOLUTIONS INC	info.mstammysolutions@gmail.com	Aug 01, 2025 2:12 AM
Publicus	clacatusu@public-us.com	Aug 01, 2025 2:12 AM
RCS Excavation, Inc.	jboak@rcsexcavation.com	Aug 01, 2025 2:12 AM
Altigen	chet.hanks@altigen.com	Aug 01, 2025 2:12 AM
SCRIBEDOC.COM, IN C	sandy@scribedoc.com	Aug 01, 2025 2:12 AM
Vendor	michael.ongkiko@nfp.com	Aug 01, 2025 2:12 AM
Southwind Marketing Group	Damien@southwindmarketing.com	Aug 01, 2025 2:12 AM
DIMEC Inc.	greg.gutowski@dimec.ca	Aug 01, 2025 2:12 AM
Crossbow Group	jbower@crossbowgroup.com	Aug 01, 2025 2:12 AM
MoeKim Alliance LLC	mauricewhite@moeckim.com	Aug 01, 2025 2:12 AM
EcosConnect LLC	paul@ecosconnect.com	Aug 01, 2025 2:12 AM
Ferox Group, LLC	bradley@theferoxgroup.com	Aug 01, 2025 2:12 AM
COAL HARBOUR MECHANICAL LTD	tyler.ohm@chm.ca	Aug 01, 2025 2:12 AM
Sys Code Labs llc	uma@syscodelabs.com	Aug 01, 2025 2:12 AM
EC Technology Consulting Services LLC	mcouncil@eccybersecurity.com	Aug 01, 2025 2:12 AM
Drive Integration, LLC	brock@driveintegrationllc.com	Aug 01, 2025 2:12 AM
Remediation Services LLC	jjarnagin@rsi-ks.com	Aug 01, 2025 2:12 AM
Imprint Penny LLC	bids@imprintpenny.com	Aug 01, 2025 2:12 AM
Let the Beat Build	rlopez@letthebeatbuild.me	Aug 01, 2025 2:12 AM
Freedom Commercial Services	jvetzel@goarmstrong.com	Aug 01, 2025 2:12 AM
Strategic Government Resources	rfp@governmentresource.com	Aug 01, 2025 2:13 AM
Object Technology Solutions, Inc.	proposals@otsi-usa.com	Aug 01, 2025 2:13 AM
Vendor	brian.vansickle@quadbridge.com	Aug 01, 2025 2:13 AM
Techbundle	dan.drake@techbundle.com	Aug 01, 2025 2:13 AM
IconXChange, LLC	michael@iconxchange.io	Aug 01, 2025 2:13 AM
Horace Mann / Wise Benefits	LESLEY.Keenan@horacemann.com	Aug 01, 2025 2:13 AM

FUNDING matters Inc.	wpetruck@fundingmatters.com	Aug 01, 2025 2:13 AM
All Points Media LLC	jeffg@allpointsco.com	Aug 01, 2025 2:13 AM
The Thomas Consulting Group LLC	mthomas@tcgcan.com	Aug 01, 2025 2:13 AM
North Star Identity LLC	gitika.srivastava@northstar-identity.com	Aug 01, 2025 2:13 AM
eNoah iSolutions Inc	krajamani@enoahisolution.com	Aug 01, 2025 2:13 AM
S&P Controls & Rebuild	spcontrolsrebuild@yahoo.com	Aug 01, 2025 2:13 AM
Qultek Consultants, Inc.	tkhurshid@aol.com	Aug 01, 2025 2:13 AM
Assura, Inc.	karen.cole@assurainc.com	Aug 01, 2025 2:13 AM
D&D Fleet & Auto Service LLC	dana@ddfleetservice.com	Aug 01, 2025 2:13 AM
Green Leaf Procurement	jennifer@greenleafprocurement.com	Aug 01, 2025 2:13 AM
Pistev Decision	cchan@pistevodecision.com	Aug 01, 2025 2:13 AM
NUH Janitorial Company LLC	nadeem_majid@yahoo.com	Aug 01, 2025 2:13 AM
GenSigma LLC.	rfp@gensigma.com	Aug 01, 2025 2:13 AM
Northern Inspection Services	admin@nismidwest.com	Aug 01, 2025 2:13 AM
ClearBridge Technology Group, LLC	jwetmore@clearbridgetech.com	Aug 01, 2025 2:14 AM
HERide	admin@getheride.com	Aug 01, 2025 8:27 AM
Dynamic Ideas	aratcliffe@alpharoute.com	Aug 01, 2025 10:14 AM
US Coachways, Inc	RFP@uscoachwaysinc.com	Aug 02, 2025 5:35 AM
Zum Services Inc.	lmccullen@ridezum.com	Aug 23, 2025 7:04 AM
First Student	emily.giles@firstgroup.com	Sep 03, 2025 2:29 AM
Student Transportation of America	kgalloway@ridesta.com	Sep 05, 2025 8:13 AM
Spiral Networks, Inc.	snisecure@gmail.com	Sep 16, 2025 2:49 AM
Data Center Warehouse	sergio.ramalho@4dcw.com	Sep 16, 2025 6:20 AM
HopSkipDrive, Inc.	rfp@hopskipdrive.com	Sep 16, 2025 7:40 AM
Columbia Telecommunications Corp. d/b/a CTC Technology & Energy	opportunities@ctcnet.us	Sep 16, 2025 10:14 AM
Gartner Inc.,	jordan.angel@gartner.com	Sep 16, 2025 10:22 AM
Adroit Advanced Technologies, inc.	sales@goadroit.com	Sep 16, 2025 10:23 AM
TransAct Communications, LLC	rfp@transact.com	Sep 16, 2025 11:24 AM



AEPA 026-E Student Transportation Solutions
Opening Record
Tuesday, September 16, 2025

	Part D Questionnaire	Exceptions & Deviations	Part E-Signature Forms	Part F-Pricing Workbook	Exhibit A-Marketing Plan	Acknowledge Download of Supporting Doc #1-6	Acknowledge Conformance With Bid Specs	Responsiveness Check*
Respondent	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail	Pass/Fail
Active Submissions:								
Ever Driven	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
First Student/First Alt	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Highland Electric Fleets	Pass	Pass	Pass	Pass	Pass	Pass	Pass	Pass
Eliminated Submissions:								
HopSkipDrive	Pass	Pass	Pass	Fail	Pass	Pass	Pass	Fail

* - Send to Category Committee for Evaluation

Opening Chair:

Steve Griggs

Witnesses:

George Wilson

Ken Swink

Dave Puyear

Melissa Mattson

Joni Puffett

Becky Herlocker

Craig Peterson

Anna Marie Hollander

Bart Powelson

Andrew Pickens

Mark Carollo

Summary

Question Set	Questions	% Complete	Progress	Error?
1	75	100.00%	<div style="width: 100%; background-color: #a9f5d0;"><div style="width: 100%;"></div></div>	Complete: no errors
2	31	100.00%	<div style="width: 100%; background-color: #a9f5d0;"><div style="width: 100%;"></div></div>	Complete: no errors
Total	106	100.00%	<div style="width: 100%; background-color: #a9f5d0;"><div style="width: 100%;"></div></div>	

Question Set 1: Company Information

#	Question	Response	Comment	Status
1.0.1	Name of Company:	Highland Electric Fleets, Inc.		Complete
1.0.2	Company Address:	200 Cummings Center, Suite 273D		Complete
1.0.3	City, State, zip code:	Beverly, MA 01915		Complete
1.0.4	Website:	https://highlandfleets.com/		Complete
1.0.5	Contact Person:	Susan Weber		Complete
1.0.6	Title:	Proposal and Grant Manager		Complete
1.0.7	Phone:	978-979-1019		Complete
1.0.8	Email:	susan@highlandfleets.com		Complete
1.0.9	Is this Business a Public Company?	No		Complete
1.0.10	Is this Business a Privately Owned Company?	Yes		Complete
1.0.11	In what year was this business started under its present name?	2023		Complete
1.0.12	Under what additional, or, former name(s) has your business operated?	Highland Electric Transportation		Complete
1.0.13	Is this business a corporation? If yes, complete the following questions.	Yes		Complete
1.0.14	Date of Incorporation:	January 4, 2019		Complete
1.0.15	State of Incorporation:	Delaware		Complete
1.0.16	Name of President:	Duncan McIntyre		Complete
1.0.17	Name(s) of Vice President(s):	See Comment	Duncan McIntyre, CEO; Brendan Beasley, General Counsel; Brian Buccella, Chief Commercial Officer; Gaurav Dubey, Chief Financial Officer; Ben Schutzman, Chief Operating Officer; Mahour Rahimi, Chief of Staff; Erika Carlson, Vice President of People; Ron Behrman, Vice President, Supply Chain; Blake Connolly, Vice President, Fleet Operations; Chad Parsons, Vice President, Development; Evelyn Krasnow, Senior Vice President, Marketing; Marc Riccio, Vice President of Strategic Partnerships; Matt Stanberry, Senior Vice President, Market Development; Nicole Lewandowski, Vice President, Commercial Operations; Austin Marshburn, Vice President, Business Development.	Complete
1.0.18	Name of Treasurer:	Guarav Dubey		Complete
1.0.19	Name of Secretary:	Brendan Beasley		Complete
1.0.20	Is this business a partnership? If yes, complete the following questions.	No		Complete
1.0.21	Date of Partnership:	n/a		Complete
1.0.22	State Founded:	n/a		Complete
1.0.23	Type of Partnership, if applicable:	n/a		Complete
1.0.24	Name(s) of General Partner(s):	n/a		Complete
1.0.25	Is this business individually owned? If yes, complete the following questions.	No		Complete
1.0.26	Date of Purchase:	n/a		Complete
1.0.27	State Founded:	n/a		Complete
1.0.28	Name of Owner/Operator:	n/a		Complete
1.0.29	Is this business type different from those identified above?	No		Complete
1.0.30	If yes, describe the company's type of format, year and state of origin and names and titles of the principals.	n/a		Complete
1.0.31	Is this business women-owned?	No		Complete
1.0.32	Is this business minority-owned?	No		Complete
1.0.33	Does this business have an Affirmative Action plan/statement?	Yes		Complete
1.0.34	Enter business headquarters location including address, city, state, zip, phone number.	200 Cummings Center, Suite 273D, Beverly, MA 01915, 978-288-1105		Complete
1.0.35	How long have you been at this location?	5 years		Complete
1.0.36	Enter business branch locations, if any. Include address, city, state, zip, phone number for each.	5299 DTC Blvd, Suite 1160, Greenwood Village, CO 80111, 978-288-1105		Complete
Sales History				
1.1.1	What percentage of your annual sales comes from public entities?	100%		Complete
1.1.2	Provide your business's annual sales for 2023 for K-12 schools.	\$98,971,815 (see Comment)	total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)	Complete

1.1.3	Provide your business's annual sales for 2024 for K-12 schools.	\$155,593,646 (see Comment)	total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)	Complete
1.1.4	Provide your business's annual sales for 2023 for cities, counties, and other public entities.	\$0.00		Complete
1.1.5	Provide your businesses annual sales for 2024 for cities, counties, and other public entities.	\$0.00		Complete
1.1.6	Provide your business's annual sales for 2023 for higher education.	\$0.00		Complete
1.1.7	Provide your business's annual sales for 2024 for higher education.	\$0.00		Complete
1.1.8	Provide your business's annual sales for 2023 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$98,971,815 (see Comment)	total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)	Complete
1.1.9	Provide your business's annual sales for 2024 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$155,593,646	total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)	Complete
1.1.10	Provide your business's annual sales for 2023 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation..	\$0.00		Complete
1.1.11	Provide your businesses annual sales for 2024 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation..	\$0.00		Complete
1.1.12	Provide your business's annual sales for 2023 for higher education for products and services that meet the scope of work in this solicitation..	\$0.00		Complete
1.1.13	Provide your business's annual sales for 2024 for higher education for products and services that meet the scope of work in this solicitation..	\$0.00		Complete
Key Contacts				
1.2.1	Please provide the name, title, phone and email for your Contract Manager	See Comment	Ben Sonnega, Partnerships Manager, 734-377-1865, ben.sonnega@highlandfleets.com	Complete
			Highland employs a mix of direct employees, local partners, authorized resellers, dealers, and, where applicable, vetted, licensed subcontractors for site prep and depot/bus barn development.	
			All sales are coordinated through Highland's Regional Business Managers and their Regional teams, which include Inside Sales, Account Representatives, Market Development and Origination Staff, Regional Business Managers and their territories are listed below. The team is led by Austin Marshburn.	
			Austin Marshburn, Vice President, Business Development, North America austin.marshburn@highlandfleets.com 617-758-9114	
1.2.2	Please provide the names, phone and email for your Distributors, Dealers, Installers, Sales Reps.	See Comment	Chris Stockwell, Regional Business Manager, Northeast christopher.stockwell@highlandfleets.com 717-808-6295	Complete
			Patrick Doyle, Regional Business Manager, Midwest patrick.doyle@highlandfleets.com 650-255-1505	
			Matthew Scott, Regional Business Manager, Southeast matthew.scott@highlandfleets.com 713-757-2588	
			Bradley Barker, Regional Business Manager, West bradley.barker@highlandfleets.com	
1.2.3	Please provide the name, title, phone and email for your Consultants & Trainers.	See Comment	Highland's lead trainer for drivers and administrative staff on Highland cooperative contracts is Heather Uber, Training Specialist, 774-248-4546, heather@highlandfleets.com. In addition, all Highland Field Service Technicians are trained by the Original Equipment Manufacturers (OEMs).	Complete
1.2.4	Please provide the person's name, title, phone and email who will be handling Warranty & After the Sale services.	See Comment	John Brozovic Senior Manager, Maintenance Operations john@highlandfleets.com 815-641-8056	Complete
1.2.5	Provide total number and location of salespersons employed by your business in the United States by city and state.	See Comment	Highland's Commercial Sales and Development team consistent of 41 employees across 23 locations and 15 U.S. states and Washington D.C., in the following cities: [California] San Francisco, Anaheim, San Diego, Los Angeles; [Colorado] Broomfield, Denver and Arvada; [Florida] Orlando; [Georgia] Atlanta; [Idaho] Boise; [Illinois] Chicago; [Maine] Portland; [Massachusetts] Boston; [Michigan] Byron Center; [Minnesota] Minnetrista; [New Hampshire] Brookline; [New Jersey] Medford; [New York] New York City; [Pennsylvania] Pittsburgh and Philadelphia; [Texas] Houston and Austin, and Washington D.C.	Complete
Sales Training				
1.3.1	Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.	See Comment	Highland has established a government sales and cooperative purchasing training program for all commercial staff. Training is led by Highland's cooperative purchasing consultant, who has extensive experience managing over 45+ nationwide cooperative and state procurement contracts, and has developed sales training programs for and trained over 800 sales professionals on leveraging cooperative purchasing contracts to facilitate public agency transactions.	
			All Commercial staff receive ongoing education through periodic refresher sessions, updates on procurement best practices, and via direct coordination with finance, legal, and operations to ensure technical, contractual and financial accuracy in proposals and delivery. Sales Training is conducted at each contract launch, annually for and tailored to each Regional Team, and annually at Highland's Commercial All-Hands meeting. Twice-annual, formal sessions (in addition to ongoing customer and state/market strategy development and planning) with Highland's cooperative purchasing consultant ensures program content remains current and aligned with evolving procurement opportunities and requirements.	
			Training covers:	
			1. Contract overview, including market segments, users, terms and conditions	
			2. District/Agency benefits—reduced procurement time, cost savings, and faster project delivery, among others.	
			3. Integration into the sales cycle, including outreach and engagement strategies and tactics.	
			4. Pricing structure and state-specific eligibility	
			5. Omitting procedures and compliance requirements	

1.3.2	<p>What is your company's plan, if your company were awarded the contract, to service up to 31 states (or the region awarded in a regional bid). Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.</p>	See Comment	<p>MARKET OVERVIEW: There are approximately 500,000 yellow school buses involved in student transportation across the United States. Contractor-operated (fully outsourced) routes represented approximately 200,000 of those buses, or 40% of the total market. District-operated routes represent approximately 300,000 of those buses, or 60% of the market, which includes a mix of district ownership and third-party ownership of vehicles. For district-operated routes, districts typically have their own depot facility and maintenance staff, for which Highland provides day-to-day operational support as part of its Fleet- and Depot-as-a-Service offerings. This 40/60 mix varies widely state to state, based on a variety of factors.</p> <p>HIGHLAND SALES & GO-TO-MARKET STRATEGY: Highland serves each of the aforementioned student transportation operating models, and has the operational capacity, resources, staff, infrastructure and development expertise to deliver student transportation services across the entire U.S., including all 31 AEPA Member Coop States and Regions. Highlands Regional Business Managers, along with their teams, are responsible for all regional opportunities, outreach, local partner development and coordination, and customer outreach and development.</p> <p>Highland's outreach and service delivery model aligns with the eligible district's operating model for student transportation; that is (1) contractor-operated, or (2) district-operated. For contractor-operated routes, Highland Regional Sales Directors work in partnership with regional/local partners for delivery of service to district customers. For district-operated routes, Highland employs a direct sales model. Through the service term, Highland's Fleet Operations and Field Support Teams, as well as the Head Office Customer Service Team work with</p>	Complete
Products & Services				
1.4.1	<p>Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.</p>	See Comment	<p>Highland's services support all student transportation operating structures as follows.</p> <ol style="list-style-type: none"> 1. Fully outsourced/contractor-operated transportation services RouteX Shift RouteX (procured alongside Highland "Fleet") 2. New EV Deployments: District-operated, without mandated vehicle ownership Highland Fleet-as-a-Service (Fleet), including School Bus & Shuttles (Yellow Fleet) and Light Duty & Medium Duty (White Fleet) offerings 3. New EV Deployments: District-operated with mandated vehicle ownership Highland Depot-as-a-Service 4. Existing District EV Deployment: District operated, requiring support FleetX Charge Management Software <p>**Note: Per this solicitation, Highland is only offering student transportation services and solutions. Highland is not offering products or equipment for sale, whether vehicles, chargers, or otherwise.</p> <p>An Overview of Highland's Services:</p> <ol style="list-style-type: none"> 1. Fully outsourced/contractor-operated transportation services RouteX Shift, RouteX Shift is Highland's fully contracted student transportation 	Complete
Distribution				
1.5.1	<p>Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.</p>	See Comment	<p>SALES / CONTRACTING / DELIVERY OF SERVICES: Like most transportation contractors, Highland enters customer contracts through wholly owned state-based, regional, special purpose or project-specific subsidiaries, including projects with local partners, each as authorized entities under Highland's cooperative contracts. As discussed in Section 1.3.2., Highland's sales/service delivery model aligns with the eligible district's operating model for student transportation; that is (1) fully outsourced/ contractor-operated, or (2) district-operated, as outlined by the service offerings below. In all instances, these services are provided locally, supported by Highland Regional Sales Directors, Fleet Operations, Field Service Technicians, Customer Success Managers, Highland local partners, and local vehicle and equipment dealers.</p> <p>For (1) contractor-operated districts, Highland employs a partnership model, whereby Highland's Regional Sales Directors work with local/regional local partners to serve eligible agencies with Highland's RouteX, turnkey pupil transportation/route management service, which is only made available through Highland's cooperative contracts. In many instances, local partners have existing relationships and active contracts (~1,850 districts, or ~30% of all contracted routes in the U.S.) that are up for renewal. Rather than go out to bid for these renewals or contract extensions, Highland and local partners help districts leverage Highland's cooperative contracts to minimize cost of procurement, cost of services, and time to fulfillment. These existing relationships will deliver accelerated results and usage under a prospective AEPA master contract. For reference, contractor-operated districts represent approximately 40% of all districts nationwide.</p>	Complete
1.5.2	<p>Provide the type (service/support or distribution) and location of centers that support the United States by name, city and state.</p>	See Comment	<p>Highland operates through two primary corporate offices and a distributed workforce and local partner model to support the United States. The company maintains its Corporate Headquarters as a Service and Distribution Center located at Highland Headquarters in Beverly, Massachusetts at 200 Cummings Center, Suite 273D, Beverly, MA 01915. Highland also operates a Regional Office serving as a Service and Distribution Center in suburban Denver, Colorado at 5299 DTC Blvd, Suite 1160 Greenwood Village, CO 80111.</p> <p>REGIONAL BUS WAREHOUSING/DISTRIBUTION FACILITIES: West/Southwest: Von Ormy, Texas Southeast: Ringgold, Georgia East Coast: Statesville, North Carolina Midwest: Elkhart, Indiana.</p> <p>Note: a number of these locations are strategically located near major bus manufacturers including Bluebird, Thomas, International.</p> <p>NATIONWIDE PARTS DISTRIBUTION FACILITY: CHICAGO, ILLINOIS REGIONAL PARTS DISTRIBUTION FACILITIES: Southeast: Georgia Midwest: Pennsylvania Northeast: New Jersey Southwest: Texas West: California</p> <p>SERVICE & SUPPORT: Highland's service and support network is always</p>	Complete

1.5.3	<p>Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.</p>	See Comment	<p>Highland maintains relationships with contractors and vendors across the entire school bus and related equipment value-chain throughout North America. Highland employs a comprehensive criteria and process for selecting and approving local partners, dealers, subcontractors, installers, and other services. The company has established a Preferred Partner Program designed to pre-qualify contractors to ensure the successful execution of projects. This rigorous vetting process evaluates contractors based on several key criteria including (1) Safety Rating ensuring adherence to the highest safety standards, (2) Financial Stability assessing creditworthiness to ensure reliability and continuity, (3) Self-Performance Capabilities verifying the ability to execute work regionally, and (4) Competitive Pricing which is regularly reviewed through a transparent competitive bidding process. This structured approach enables Highland to engage contractors who consistently deliver work that meets the company's exacting standards.</p> <p>For Fleet and Depot projects, Highland's dedicated procurement team runs competitive RFPs to identify and qualify local contractors for EVSE infrastructure system design and installation projects. Their project development team has systems in place to ensure subcontractors for installation meet all requirements pertaining to licensing certification installation and training end users. The evaluation process for contractors includes several factors such as:</p> <ol style="list-style-type: none"> 1. Quality of contractor proposals 2. Previous experience with relevant work in the area 3. Utility company recommendations 4. Ability to move quickly on installations 	Complete
1.5.4	<p>Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.</p>	See Comment	<p>1. The following details engineering and depot development contractors, subcontractors, and installers Highland works with in the participating states. All 24 participating states have Highland-contracted contractor coverage with no gaps in geographic reach.</p> <p>Contracted Contractor Profiles</p> <p>1. Bruce & Merriles Partner Type: TurnKey Stage: Contracted Locations: PA Target States Covered: Ohio, West Virginia</p> <p>2. Decker Electric Partner Type: Construction Stage: Contracted Union: Yes Locations: KS Target States Covered: California, Colorado, Indiana, Kansas, Missouri, Nebraska</p> <p>3. FSG Partner Type: TurnKey Stage: Contracted Union: No Locations: CA, NV, AZ, CO, FL, GA, IL, IN, MD, NJ, NY, NM, OH, SC, TX Target States Covered: California, Colorado, Florida, Georgia, Indiana, New Mexico, Ohio, South Carolina, Texas</p> <p>Highland demonstrates strong capability to do business with small and MWBE manufacturers, dealers, and distributors as defined by the Small Business Administration. The company understands the importance of supporting women and minority-owned businesses as demonstrated through its subcontractor hiring process and the active subcontractors on current Highland projects. Highland also prioritizes work with Veteran owned businesses, such as our local partner Doherty's Garage in New England.</p> <p>Highland actively selects MWBE contractors for projects, and has even made commitments to source a certain percentage of goods and services from said contractors to ensure state and local contracts. For example, Highland utilized Hunt Consulting for Baltimore County projects, which was selected in large part based on their extensive experience with Highland installations, competitive pricing, and their status as a Minority Business Enterprise MBE. Highland prioritizes MWBE certified firms when possible in their subcontractor selection process.</p> <p>Examples of MWBE's Highland does business with:</p> <p>As outlined in 1.5.4, Lane Valente Industries is an MWBE contracted to work with Highland in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas. In Maryland, where Highland has its largest electric bus deployment, the company works with K. Neal: Truck and Bus Dealer, an MWBE IC Bus dealer.</p> <p>The company's approach ensures that local, small, MWBE and veteran owned businesses have opportunities to participate in Highland's supply chain and</p> <p>Highland actively prioritizes local contractors by taking site work to do to ensure local contractors can participate. The company has established pre-qualification contractor networks across 41 states and leverages local or regional staff and partners based on specific project needs. Highland partners with local firms for depot development (where applicable) and maintains relationships with local school bus and equipment dealers, as well as local partners that are qualified as small businesses, across North America.</p> <p>Case in point, Highland has signed MOUs with International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA) in Los Angeles County and Southeast Michigan, which guarantees EVITP Certified Electricians or EVITP Approved Contractors for projects with IBEW labor, demonstrating the company's commitment to working with diverse contractor networks including smaller specialized businesses, and is always looking for more partners like these to support local business.</p> <p>Highland's 41-person U.S. Commercial Sales and Development team is geographically distributed across California, Colorado, Florida, Georgia, Idaho, Illinois, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Texas, and Washington D.C., ensuring local employment, representation and expertise.</p> <p>Highland's service and support network is always local to the operation, including service locations or regional mobile technicians. For contractor-operated routes, Highland partners with local local partners, who operate the vehicles and employ drivers and maintenance staff directly, and who work out of local bus barns and depots. Highland and local partners have active</p> <p>As outlined in 1.5.5, Highland works with MWBE contractors both nationally and within the participating states for this AEP category. We are currently contracted with Lane Valente Industries—an MWBE performing turnkey engineering and site work for Highland projects in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas.</p> <p>Highland continues to pursue MWBE contracting partnerships nationally and in participating states. We are actively adding more MWBE local partners to our portfolio, as we stand up new projects, perform ongoing outreach to MWBEs, and move through various contracting stages, including our own RFP processes with WMBE companies.</p>	Complete
1.5.5	<p>If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.</p>	See Comment	<p>Highland demonstrates strong capability to do business with small and MWBE manufacturers, dealers, and distributors as defined by the Small Business Administration. The company understands the importance of supporting women and minority-owned businesses as demonstrated through its subcontractor hiring process and the active subcontractors on current Highland projects. Highland also prioritizes work with Veteran owned businesses, such as our local partner Doherty's Garage in New England.</p> <p>Highland actively selects MWBE contractors for projects, and has even made commitments to source a certain percentage of goods and services from said contractors to ensure state and local contracts. For example, Highland utilized Hunt Consulting for Baltimore County projects, which was selected in large part based on their extensive experience with Highland installations, competitive pricing, and their status as a Minority Business Enterprise MBE. Highland prioritizes MWBE certified firms when possible in their subcontractor selection process.</p> <p>Examples of MWBE's Highland does business with:</p> <p>As outlined in 1.5.4, Lane Valente Industries is an MWBE contracted to work with Highland in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas. In Maryland, where Highland has its largest electric bus deployment, the company works with K. Neal: Truck and Bus Dealer, an MWBE IC Bus dealer.</p> <p>The company's approach ensures that local, small, MWBE and veteran owned businesses have opportunities to participate in Highland's supply chain and</p> <p>Highland actively prioritizes local contractors by taking site work to do to ensure local contractors can participate. The company has established pre-qualification contractor networks across 41 states and leverages local or regional staff and partners based on specific project needs. Highland partners with local firms for depot development (where applicable) and maintains relationships with local school bus and equipment dealers, as well as local partners that are qualified as small businesses, across North America.</p> <p>Case in point, Highland has signed MOUs with International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA) in Los Angeles County and Southeast Michigan, which guarantees EVITP Certified Electricians or EVITP Approved Contractors for projects with IBEW labor, demonstrating the company's commitment to working with diverse contractor networks including smaller specialized businesses, and is always looking for more partners like these to support local business.</p> <p>Highland's 41-person U.S. Commercial Sales and Development team is geographically distributed across California, Colorado, Florida, Georgia, Idaho, Illinois, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Texas, and Washington D.C., ensuring local employment, representation and expertise.</p> <p>Highland's service and support network is always local to the operation, including service locations or regional mobile technicians. For contractor-operated routes, Highland partners with local local partners, who operate the vehicles and employ drivers and maintenance staff directly, and who work out of local bus barns and depots. Highland and local partners have active</p> <p>As outlined in 1.5.5, Highland works with MWBE contractors both nationally and within the participating states for this AEP category. We are currently contracted with Lane Valente Industries—an MWBE performing turnkey engineering and site work for Highland projects in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas.</p> <p>Highland continues to pursue MWBE contracting partnerships nationally and in participating states. We are actively adding more MWBE local partners to our portfolio, as we stand up new projects, perform ongoing outreach to MWBEs, and move through various contracting stages, including our own RFP processes with WMBE companies.</p>	Complete
1.5.6	<p>If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.</p>	See Comment	<p>Highland actively prioritizes local contractors by taking site work to do to ensure local contractors can participate. The company has established pre-qualification contractor networks across 41 states and leverages local or regional staff and partners based on specific project needs. Highland partners with local firms for depot development (where applicable) and maintains relationships with local school bus and equipment dealers, as well as local partners that are qualified as small businesses, across North America.</p> <p>Case in point, Highland has signed MOUs with International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA) in Los Angeles County and Southeast Michigan, which guarantees EVITP Certified Electricians or EVITP Approved Contractors for projects with IBEW labor, demonstrating the company's commitment to working with diverse contractor networks including smaller specialized businesses, and is always looking for more partners like these to support local business.</p> <p>Highland's 41-person U.S. Commercial Sales and Development team is geographically distributed across California, Colorado, Florida, Georgia, Idaho, Illinois, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Texas, and Washington D.C., ensuring local employment, representation and expertise.</p> <p>Highland's service and support network is always local to the operation, including service locations or regional mobile technicians. For contractor-operated routes, Highland partners with local local partners, who operate the vehicles and employ drivers and maintenance staff directly, and who work out of local bus barns and depots. Highland and local partners have active</p> <p>As outlined in 1.5.5, Highland works with MWBE contractors both nationally and within the participating states for this AEP category. We are currently contracted with Lane Valente Industries—an MWBE performing turnkey engineering and site work for Highland projects in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas.</p> <p>Highland continues to pursue MWBE contracting partnerships nationally and in participating states. We are actively adding more MWBE local partners to our portfolio, as we stand up new projects, perform ongoing outreach to MWBEs, and move through various contracting stages, including our own RFP processes with WMBE companies.</p>	Complete
1.5.7	<p>If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.</p>	See Comment	<p>Highland continues to pursue MWBE contracting partnerships nationally and in participating states. We are actively adding more MWBE local partners to our portfolio, as we stand up new projects, perform ongoing outreach to MWBEs, and move through various contracting stages, including our own RFP processes with WMBE companies.</p>	Complete

Marketing

1.6.1	<p>Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences for the most recent full year. List all conventions, conferences, and other events at which this company exhibited.</p>	See Comment	<p>Highland employed a comprehensive and proactive marketing strategy tailored to schools, nonprofit organizations, and other public sector clients for the most recent full year, as described below.</p> <p>DIRECT ENGAGEMENT AND EDUCATION</p> <p>Extensive Outreach: Highland engaged directly with current and potential public sector customers, and hosted educational briefings, webinars, and virtual presentations to school districts, associations including state-based school business officials and school business administrative group, and municipal stakeholders. This included collaborating with channel partners and public sector organizations for joint webinars, online presentations, and targeted email communications typically featuring open rates between 25% and 40%.</p> <p>IN-PERSON AND VIRTUAL EVENTS: Highland was highly visible at industry events, having exhibited at or sponsored 44 major conferences for superintendents, board members, business officials, and transportation directors in the past full year, including the Texas Association for Pupil Transportation Annual Conference, Michigan School Business Officials Annual Conference, American Association of School Administrators' National Conference on Education, the National School Board Association's Annual Conference, and the California Association of School Business Officials Conference. Highland staff have provided expert presentations at more than 10 public events within the same period.</p>	Complete
1.6.2	<p>Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.</p>	See Comment	<p>Highland will deploy a comprehensive, multi-channel marketing strategy to promote the resulting AEPA contract to all eligible Member Agencies. We will position the AEPA agreement in the cooperative market landscape, actively drawing distinctions from its existing contracts that Highland holds, while leveraging unique features and targeted outreach to maximize contract utilization and value for AEPA members.</p> <p>To start, Highland will collaborate with AEPA on an initial press release, pitching the partnership to business and trade media outlets and Member Agencies. We will write a blog post to share with our database of contacts, and create an AEPA specific page on Highland's Government Purchasing webpage that prominently highlights our partnership with AEPA, including the AEPA Logo and our Contract Number, a link to our Award Page on the AEPA website, as well as the information needed from AEPA Members to work with Highland to provide services offered under the contract.</p> <p>Highland will notify its partners and dealers including contractors, manufacturers, dealers, and other channel partners. We will also notify regional and national advocates of clean transportation, including World Resources Institute (WRI), and the Climate Mayors program, among others. Through our existing relationships with several "climate mayors" and their staff, we will seek placement on the drivevfleets.org website. Highland will offer to AEPA Members free educational briefings on transportation solutions.</p> <p>We will conduct outreach to our growing social following on LinkedIn, Instagram, TikTok, and Facebook to drive awareness of our AEPA contract and and disseminate our message on our site that highlights our partnership with AEPA and Highland will leverage our proven, multi-channel strategy to collaborate with AEPA Agencies and maximize awareness of the AEPA awarded contract. Our approach is tailored to ensure all relevant stakeholders—including AEPA Members and prospective clients—are informed about the contract's benefits and supported in their efforts to transition to clean transportation.</p>	Complete
1.6.3	<p>Describe the ways in which your company will collaborate with AEPA Agencies to market the resulting contract. Include any contract announcements, planned advertisements, and any other direct or indirect marketing activities promoting the AEPA awarded contract. Add any supplemental materials as pdfs and label them as Exhibit A-Marketing.</p>	See Comment	<p>STRATEGY AND KICKOFF MEETING</p> <p>Highland will host a strategy and kickoff meeting with AEPA Member Agencies in each State to develop state-specific go-to-market strategies and marketing campaigns since no two states are exactly alike in their contracting cycles, unique procurement requirements, electrification potential and associated state funding, geographic density, or state governance / transportation reimbursement programs, among many other factors. Highland's Cooperative Purchasing Consultant, Regional Sales Director and Regional Market Development will attend each of these meetings to develop a plan alongside each Member Agency.</p> <p>In collaboration with the participating AEPA Member, Highland will advise on its efforts and network in the State to date to develop a deeper understanding of key stakeholders in the state through the Member Agencies own direct experience with these and other entities. To build a robust joint-marketing effort between Highland and the Member, Highland is very active with School Business Official / School Administrative Associations such as the Illinois Association of School Business Officials (IASBO), school transportation associations (Michigan, Illinois, Florida, Georgia, and Texas, among others); and Superintendent Associations and other K-12 groups such as Michigan. Highland will work with the Member to engage all potential agencies through a coordinated marketing, onboarding, and communication strategy designed to maximize awareness and engagement for transportation solutions. Our approach will be tailored to ensure all relevant stakeholders—including current and potential Member Agencies, and prospective customers—are informed about the contract's benefits and supported in their efforts to transition to clean transportation.</p>	Complete
1.6.4	<p>Describe the process for how the company will launch the contract with current and potential agencies.</p>	See Comment	<p>MASTER CONTRACT PROMOTION AND ANNOUNCEMENTS</p> <p>Highland engages in extensive marketing initiatives with schools, non-profits, and local advocates to spread awareness and build support for K-12 electrification throughout the country. Highland will proactively market its relationship as a preapproved vendor both to current and potential members, incorporating value propositions into sales collateral and development approaches.</p> <ol style="list-style-type: none"> 1. Highland will update public agency sales decks and marketing collateral to reference the contract award and update talking points. 2. Email blasts will notify existing opportunities in the pipeline, with open rates typically ranging from 25% to 40% 3. Highland will directly notify current and pipeline clients, as well as all Member Agencies, through email campaigns about the availability and advantages of procuring through the AEPA contract. These notifications will highlight contract benefits, processes, and next steps for engagement. 4. Highland will collaborate with contract partners on initial press releases, and disseminate the partnership to business and trade media outlets, and written 	Complete
1.6.5	<p>Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.</p>	See Comment	<p>Highland regularly produces full color print-ready and electronic advertisements using in house graphic design and copy teams. We advertise regularly in trade magazines, on digital platforms including social media, YouTube, google and podcasts. We have an in-house Associate Creative Director that leads all ad development and we contract out to 3rd party agencies when needed for video production and animation as required. We use a platform called Lingo to store all photo and digital assets for ease of access when files are needed for sharing with outside vendors or partners.</p>	Complete

Environmental Initiatives

1.7.1	Indicate if your company has any products in your offering that have any third-party environmental certifications.	See Comment	<p>Highland has been recognized internationally for its commitment to environmental sustainability, business model innovations, and clean technology, including awards such as TIME's 100 Most Influential Companies (2024) and the "Clean Technology Transportation Company of the Year" by the CleanTech Breakthrough Awards, in addition to other honors that underscore industry leadership in sustainable transportation.</p> <p>Highland's offering includes products that carry third-party environmental certifications. As part of its RouteX, Fleet, and Depot offerings, Highland sources and leverages vehicles and, as applicable, charging equipment from OEM partners whose products meet rigorous standards, including but not limited to the following certifications where applicable:</p> <p>ENERGY STAR CERTIFICATION: Many of the Level 2 and Level 3 chargers recommended or deployed for Highland electrification projects are ENERGY STAR certified where applicable, demonstrating adherence to high energy efficiency and environmental performance standards.</p> <p>UL AND NATIONALLY RECOGNIZED TESTING LABORATORY (NRTL) CERTIFICATIONS: All deployed equipment meets or exceeds the appropriate UL certifications for safety (e.g., UL2594, UL2231-1/2 for charging equipment), as required for use in the United States and other local codes and standards.</p> <p>OPEN STANDARDS AND INTEROPERABILITY: All hardware partners are required to be OCPP-compliant and many chargers support ISO 15118, demonstrating openness and compatibility with the electric mobility ecosystem, which is a requirement for many green procurement and sustainability frameworks.</p> <p>Highland's "Green" objectives are centered on supporting sustainability and significantly reducing environmental impacts through fleet electrification and strategic operational practices. Highland advances these objectives by:</p> <p>ELECTRIFICATION OF TRANSPORTATION: Highland's core mission is to accelerate the transition from diesel to electric school and municipal fleets, directly reducing greenhouse gas emissions, NOx, and particulate matter in the communities served. This directly improves air quality and supports healthier, more resilient communities. An expanded commitment to electrification also brings substantial economic, operational, and educational benefits. By replacing diesel fleets with electric alternatives, Highland helps districts and municipalities cut fuel and maintenance costs over the lifespan of their vehicles, often saving thousands of dollars per bus each year compared to conventional options. Beyond financial savings, electrification initiatives can serve as catalysts for workforce development and community engagement. Highland actively collaborates with local stakeholders, utility partners, and industry organizations to ensure a just transition for drivers, mechanics, and first responders, while providing educational content for students and community members about the advantages of zero-emission transportation. This holistic approach to fleet electrification not only delivers measurable environmental impact but also cultivates more sustainable, future-ready communities prepared for emerging climate and technology challenges.</p> <p>SUSTAINABLE BUSINESS PRACTICES: Highland implements sustainability initiatives such as:</p> <p>According to energy efficient LED lighting and developing energy management</p> <p>Highland's business centers on making the transition from diesel and gasoline vehicles to zero-emission electric fleets as simple and affordable as possible for public sector and private fleet customers. All services are designed to accelerate electric vehicle deployment, eliminate harmful tailpipe emissions and significantly reduce greenhouse gas (GHG) emissions. This broad commitment applies to our turnkey RouteX Student Transportation Services contracts, Fleet-as-a-Service (Fleet), Depot-as-a-Service (Depot), FleetX fleet management platform, and our Operations and Maintenance offerings to maximize the uptime of districts existing EV deployments.</p> <p>Plans to improve environmentally preferable offerings include the following:</p> <p>VEHICLE-TO-GRID (V2G) INTEGRATION: Highland is a national leader in commercial V2G technology. We are actively deploying and scaling bi-directional charging projects to allow electric vehicles to support grid reliability, resilience, and renewable energy adoption while further reducing emissions and fossil reliance. Highland was awarded \$10.9M in US DOE funding to accelerate V2G adoption nationwide in 2024.</p> <p>Battery Lifecycle Management: We are piloting and implementing comprehensive battery lifecycle management, including second-life use for batteries in less demanding vehicle applications and stationary energy storage, followed by nearly 100% battery recycling at end of life to maximize resource circularity.</p> <p>ENERGY MANAGEMENT AND RENEWABLES: Highland is investigating expanding projects that combine electric fleets with on-site solar, battery storage, and microgrid capability for even lower-carbon operation and</p>	Complete
1.7.2	Describe the business's "Green" objectives (e.g. LEED Certification, reducing footprint, reuse, reduce, recycle)	See Comment	<p>ELECTRIFICATION OF TRANSPORTATION: Highland's core mission is to accelerate the transition from diesel to electric school and municipal fleets, directly reducing greenhouse gas emissions, NOx, and particulate matter in the communities served. This directly improves air quality and supports healthier, more resilient communities. An expanded commitment to electrification also brings substantial economic, operational, and educational benefits. By replacing diesel fleets with electric alternatives, Highland helps districts and municipalities cut fuel and maintenance costs over the lifespan of their vehicles, often saving thousands of dollars per bus each year compared to conventional options. Beyond financial savings, electrification initiatives can serve as catalysts for workforce development and community engagement. Highland actively collaborates with local stakeholders, utility partners, and industry organizations to ensure a just transition for drivers, mechanics, and first responders, while providing educational content for students and community members about the advantages of zero-emission transportation. This holistic approach to fleet electrification not only delivers measurable environmental impact but also cultivates more sustainable, future-ready communities prepared for emerging climate and technology challenges.</p> <p>SUSTAINABLE BUSINESS PRACTICES: Highland implements sustainability initiatives such as:</p> <p>According to energy efficient LED lighting and developing energy management</p> <p>Highland's business centers on making the transition from diesel and gasoline vehicles to zero-emission electric fleets as simple and affordable as possible for public sector and private fleet customers. All services are designed to accelerate electric vehicle deployment, eliminate harmful tailpipe emissions and significantly reduce greenhouse gas (GHG) emissions. This broad commitment applies to our turnkey RouteX Student Transportation Services contracts, Fleet-as-a-Service (Fleet), Depot-as-a-Service (Depot), FleetX fleet management platform, and our Operations and Maintenance offerings to maximize the uptime of districts existing EV deployments.</p> <p>Plans to improve environmentally preferable offerings include the following:</p> <p>VEHICLE-TO-GRID (V2G) INTEGRATION: Highland is a national leader in commercial V2G technology. We are actively deploying and scaling bi-directional charging projects to allow electric vehicles to support grid reliability, resilience, and renewable energy adoption while further reducing emissions and fossil reliance. Highland was awarded \$10.9M in US DOE funding to accelerate V2G adoption nationwide in 2024.</p> <p>Battery Lifecycle Management: We are piloting and implementing comprehensive battery lifecycle management, including second-life use for batteries in less demanding vehicle applications and stationary energy storage, followed by nearly 100% battery recycling at end of life to maximize resource circularity.</p> <p>ENERGY MANAGEMENT AND RENEWABLES: Highland is investigating expanding projects that combine electric fleets with on-site solar, battery storage, and microgrid capability for even lower-carbon operation and</p>	Complete
1.7.3	Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering?	100% (see Comment)	<p>Highland offers numerous unique features and benefits that provide exceptional additional value to APEA participating agencies beyond student transportation services. Our comprehensive approach transforms traditional transportation challenges into competitive advantages while delivering long-term operational excellence.</p> <p>1. RouteX Shift</p> <p>RouteX Shift is Highland's fully contracted student transportation service. Shift delivers on all aspects of pupil transportation, safely and reliably delivering students to and from school each day. RouteX Shift is an industry-first transportation contract with a guaranteed to "shift" or transition contract to electric once cost-effectiveness is achieved, at no additional cost to the district (unless mandated by the state to other accelerated deployment). The "shift" electrification mechanism in the underlying contract with the district accelerates electrification deployments and delivers on Highland's promise to improve the health of students and communities and the sustainability of student transportation services.</p> <p>2. Zero Upfront Capital Costs with Fixed Annual Pricing</p> <p>Highland's unique subscription-based, "as-a-service" to transition to electric vehicles removes all financial barriers by requiring no upfront capital expenditures. APEA agencies pay only a fixed annual fee once projects become operational, enabling budget predictability over the contract term. RouteX Shift allows agencies to access modern transportation solutions in a budget-neutral way, without large capital expenditures or bond issuances.</p>	Complete
Value Add				
1.8.1	Describe any/all features of your company that you feel will provide additional value and benefit to a participating APEA agency.	See Comment	<p>RouteX Shift is Highland's fully contracted student transportation service. Shift delivers on all aspects of pupil transportation, safely and reliably delivering students to and from school each day. RouteX Shift is an industry-first transportation contract with a guaranteed to "shift" or transition contract to electric once cost-effectiveness is achieved, at no additional cost to the district (unless mandated by the state to other accelerated deployment). The "shift" electrification mechanism in the underlying contract with the district accelerates electrification deployments and delivers on Highland's promise to improve the health of students and communities and the sustainability of student transportation services.</p> <p>Highland's unique subscription-based, "as-a-service" to transition to electric vehicles removes all financial barriers by requiring no upfront capital expenditures. APEA agencies pay only a fixed annual fee once projects become operational, enabling budget predictability over the contract term. RouteX Shift allows agencies to access modern transportation solutions in a budget-neutral way, without large capital expenditures or bond issuances.</p>	Complete
Disclosures				
1.9.1	Does this business have actions currently filed against it? If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and / or payment bond for projects.	No		Complete
References				

1.10.1	<p>Provide contact information of your business's five largest public agency customers. Include the customer business name, contact name, title, phone number and email.</p>	<p>See Comment</p>	<p>Montgomery County Public Schools [MD] Jim Beasley EV Manager 240-372-5282 james_beasley@mcpssmd.org Product: Fleet-as-a-Service</p> <p>Jackson Public Schools [MI] Marcus Leon CFO Assistant Superintendent Finance & Operations 517-841-2203 marcus.leon@jpsk12.org Product: Fleet-as-a-Service</p> <p>Dearborn Michigan School District [MI] Lisa Book Transportation Director 313-827-3300 bookl@dearbornschools.org Product: Fleet-as-a-Service</p> <p>Charlotte Mecklenburg Schools [NC] Debra Durr</p>	<p>Complete</p>
<p>75 Questions 100.00% Complete</p>				

Question Set 2: Service Questionnaire

#	Question	Response	Comment	Status
Sales Data				
2.1.1	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company has sold products/service in the past 3 years.	See Comment	In the past three years, Highland and local partners have been active in 41 of 50 U.S. states, including electric vehicle transition and charger projects in 27 of 31 member agency states. These include California, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, West Virginia, Washington, and Wisconsin.	Complete
2.1.2	Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company proposes to sell in.	See Comment	Highland, both directly and indirectly through its partners, brings the internal and external resources necessary to support all AEPA participating member Agencies in all the States listed in the Solicitation, including Arkansas, California, Colorado, Connecticut, Florida, Georgia, Indiana, Kansas, Kentucky, Michigan, Minnesota, Missouri, Nebraska, New Mexico, North Carolina, North Dakota, Ohio, Oregon, South Carolina, Texas, West Virginia, Wisconsin and Wyoming, and other states these members sell into and all 31 member states, should additional members choose to participate in this solicitation upon award.	Complete
2.1.3	Please refer to the chart of participating AEPA member states in this solicitation and list the states in which your company has sales reps, distributors, or dealers.	See Comment	Highland has sales reps, local partners, distributors, and/or dealers in all 24 participating AEPA member states, and the other states these members sell into, and all 31 member states, should additional members choose to participate in this solicitation upon award.	Complete
2.1.4	Does this company have an e-commerce website?	No	Highland does not operate an e-commerce website where products or services can be directly purchased online. The company's official website (highlandfleets.com) provides information about transportation solutions, services, and contact options but does not facilitate direct online transactions or purchases. Inquiries and transactions are personalized and require engagement with Highland's sales team.	Complete
2.1.5	If yes, provide the website address.	n/a		Complete
2.1.6	If applicable, describe your company's ability to integrate into other ecommerce sites. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)	n/a		Complete
2.1.7	Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.	See Comment	<p>Highland's dedicated customer portal FleetX has an open API architecture which allows integration of third-party systems. Highland has not yet had the specific customer request requirement to integrate FleetX directly with a district/agency ERP system.</p> <p>Highland possesses extensive technical infrastructure and proven expertise that positions us exceptionally well to support such integrations. Our robust internal integration network of approximately 60 systems, combined with our dedicated integration and development team's multi-year experience with ERP systems, provides a solid foundation for delivering comprehensive public sector ERP integration solutions.</p> <p>Highland's experienced 7-person technology and business systems team coordinates these systems. This team is comprised of highly qualified professionals with extensive backgrounds in technology management, platform integration, engineering, and business operations. Led by the Director, Business Systems, the team is responsible for overseeing the company's entire technology stack, including connected infrastructure, software platforms, connectivity, and integration with approximately 60 internal systems, ensuring seamless interoperability and robust data flows between critical business applications such as ERP, CRM, vehicle telemetry, and energy management systems.</p>	Complete
Customer Support				
2.2.1	Does this business have online customer support options?	Yes (see Comment)	Highland offers RouteX, Fleet and Depot clients/districts a dedicated portal (FleetX) which allows for direct engagement and management of fleet operations from any location. Through this portal, Highland's team provides ongoing support, from planning to daily operation. Average response times through Highland's FleetX portal are 60 minutes.	Complete
2.2.2	Does this business have a toll free customer support phone option?	No	Highland provides a dedicated support line (for urgent issues, available 24/7 with call-backs within 1 hour). Each client/district has their own dedicated customer support representative (CSR) for support and troubleshooting, in addition to the aforementioned FleetX customer portal.	Complete
2.2.3	Does this business offer local customer and support service options?	Yes (see Comment)	<p>At this time, the CSR and Highland phone number is not toll-free (e.g., 978-288-1105).</p> <p>For contractor-operated routes, Highland along with local partners maintain a direct service force, including full-time service professionals and mechanics, backed by a local vehicle and equipment dealers to handle warranty items, if not managed or reimbursed in-house.</p> <p>For district-operated routes, Highland offers local customer and support service options across the U.S. and Canada, including both remote and on-site support through a combination of direct employees and vetted local partners, vehicle and equipment dealers.</p> <p>There are no regions in the U.S. where Highland does not provide support. The network of direct employees, local partners, dealers, installation, and Q&M partners enable Highland to deliver full customer and technical support in all customer locations, including Alaska, Hawaii, and U.S. territories.</p>	Complete
2.2.4	State your normal delivery time (in days) and any options for expediting delivery.	See Comment	<p>Delivery of services depends widely on product type and customer requirements, including equipment brand and type, and fuel type. Selection of specific brands or models—for example, a preference for certain OEMs in buses (such as Thomas Built, Blue Bird, IC) can affect both equipment lead times and the overall project schedule due to varying manufacturing backlogs and availability.</p> <p>For RouteX Shift deployments with local partners, typical service delivery timelines range from a few days to weeks for contract extensions with existing district customers, to 3-6 months for new district contracts and new deployments. Highland and local partners can expedite delivery of service for new deployments by accessing underutilized or excess fleet vehicles at other locations (motorpool/rotable-pool) or by entering short-term leases with local bus dealers until new or assigned vehicles are available for service.</p> <p>For Highland Fleet and Depot projects (new EV deployments) Highland's typical delivery timeline (which includes vehicle procurement, charger procurement and installation) is approximately 365 days (12 months) from contract award to trained and operational status. Highland distinguishes itself by proactive project management, design-build approach, and leveraging strong supplier relationships to mitigate risks and accelerate timelines where possible when required by the customer.</p> <p>Highland maintains strong, direct relationships with a range of stakeholders, including school bus and charger manufacturers, engineering and depot development contractors, utility experts and relations, to help expedite delivery.</p>	Complete
2.2.5	State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?	Fill orders when items become available (see Comment)	Highland's backorder policy is to fill orders when items become available, rather than cancel and require agencies to reorder. If an item or vehicle required for service is backordered, Highland takes responsibility for managing supply chain and fulfillment, leveraging its considerable national purchasing power and direct OEM relationships to minimize delays and ensure items are delivered as quickly as possible. If equipment or vehicles are subject to backorder, Highland's procurement team will keep the agency informed and coordinate timelines so that orders are filled as soon as inventory becomes available. The agency is not responsible for reordering. Highland's model insulates participating agencies from needing to track or manage backorders directly. The company does not cancel orders for backordered items, but instead manages fulfillment end-to-end, providing a turnkey solution.	Complete

2.2.6	Describe your company's payment terms as well as any quick pay discounts.	See Comment	Highland's customer invoicing payment terms is net 30 days. Specifically for the AEPA solicitation, Highland is pleased to offer a 0.5% NET30 (from service delivery) quick-pay discount. This is Highland's first time offering a quick-pay discount for a nationwide cooperative, in an effort to support the success of and represent our commitment to AEPA Members and districts nationwide.	Complete
2.2.7	State your company's return policy and any applicable restocking fees.	See Comment	Any equipment changes, removals, or contract terminations are governed by service contract terms and conditions as entered into with the district/client. No restocking fee is applied in standard practice. Highland offers multiple special programs and innovative strategies specifically designed to improve customer access to products, ensure on-time delivery, and provide groundbreaking value through its RouteX, Fleet-as-a-Service, Depot-as-a-Service, FleetX Software offerings.	Complete
2.2.8	Describe any special program that your company offers that will improve customer's ability to access products, on-time delivery, or other innovative strategies.	See Comment	For Contractor-Operated Transportation, Highland's RouteX Shift provides an entirely unique option in the industry wherein districts can secure the services they need today with Highland's guaranteed to "shift" or transition otherwise contracted, internal combustion vehicles to electric vehicles once cost-parity is achieved, at no additional cost to the district (unless apportioned to further accelerate deployment). The "fleet electrification" mechanism in the underlying contract with the district accelerates electrification deployments and delivers on Highland's promise to provide a range of student transportation services, and the sustainability of student transportation services. As grant and incentive programs become available (which Highland's grant team is constantly reviewing, applies for and oversees administration and reporting on, on behalf of districts), and electric vehicle costs decline as projected, Highland is obligated to deliver EV services and "Shift" to electric.	Complete
Pricing				
2.3.1	Is your pricing methodology guaranteed for the term of the contract?	Yes		Complete
2.3.2	Will you offer customized price lists to participating entities as required per the pricing terms in the AEPA Terms and Conditions?	Yes		Complete
2.3.3	Will you offer hot list pricing (optional) as described in the pricing terms in the AEPA Terms and Conditions/Specifications?	Yes		Complete
2.3.4	Will you offer volume price discounts as described in the pricing terms of the AEPA Terms and Conditions/Specifications?	Yes (see Comment)	Please see Highland file titled "AEPA 026-E Part F - Pricing Workbook - Student Transp Solutions_Highland".	Complete
Competitiveness				
2.4.1	Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower volume? In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.	Yes (see Comment)	Offered pricing is equal to that offered to other nationwide cooperatives, and better than other nationwide cooperatives if AEPA members take advantage of the prompt-pay discount.	Complete
2.4.2	Is the proposed pricing LESS THAN individual customer and/or cooperatives receive? If so, indicate the percentage by which it is lower.	Yes (see Comment)	Offered pricing is at least 15% discount off standard list price, with volume based discounts for deployments of 5 and 25 units across certain categories. Highland may extend additional discounts on a case-by-case basis.	Complete
Cooperative Contracts				
2.5.1	Does your business currently have contracts with other cooperatives (local, regional, state, national)?	Yes (see Comment)	Highland currently holds a contract with the Sourcewell cooperative. Specific to energy procurement, Highland also holds contracts with SPURR (School Project for Utility Rate Reduction) and PowerOptions, in California and Massachusetts, respectively, specifically for Highland's Fleet and Depot products.	Complete
2.5.2	If YES, list the cooperative name and the respective expiration date(s) of your contract with the cooperative.	See Comment	Highland Cooperative Contracts and Expiration Dates: 1) Sourcewell: July 19, 2027 2) SPURR (School Project for Utility Rate Reduction): November 15, 2026 3) PowerOptions: March 26, 2027	Complete
2.5.3	If YES, and your business is awarded an AEPA contract, explain which contract your business will lead in marketing and sales representative presentations (sales calls)?	See Comment	If our business is awarded an AEPA contract, we will lead with the AEPA contract in all marketing and sales presentations within AEPA member states. AEPA represents an important strategic cooperative opportunity for three key reasons. First, the 24-state coverage provides access to over 36 million students. Second, AEPA's education-specific focus aligns perfectly with our core K-12 market. Third, the comprehensive scope covering all student transportation needs matches our full service capabilities to ensure districts are served in the way that best meets their needs. Our implementation will include mandatory AEPA-specific training for all sales representatives, prioritizing AEPA opportunities in applicable markets and developing dedicated marketing materials with member agency co-branding options. Sales presentations will prominently feature AEPA contract benefits as the primary offering. Our commitment to leading with AEPA contracts reflects both our contractual obligation and strategic recognition that AEPA represents the premier cooperative opportunity for student transportation services, making it our primary go-to-market vehicle for turnkey educational transportation solutions.	Complete
2.5.4	How will your company track sales, by Member Agency, that are attributable to AEPA?	See Comment	Highland's cooperative purchasing consultant (who previously managed over 45 state and cooperative contracts) has helped Highland establish internal processes and procedures to ensure compliance with our current contracts. Highland will implement these same internal processes and procedures contracts with AEPA and Member Agencies to ensure 100% on time and accurate reporting and remittance payment. First and foremost, Highland will "tag" or classify all AEPA Member Agency leads and opportunities as "AEPA - Member Agency" (e.g., "AEPA - CO BOCES") in Copper, Highland's Customer Relationship Management software system. This classification will follow the opportunity from initial contact all the way through contracting and operation. At the end of each month, a report will be run on all opportunities with a "Contract Executed" and "Operational" designation, with the "AEPA" family name and "Member Agency" specific name to ensure 100% on time and accurate reporting and attribution to AEPA and the specific Member.	Complete
Fees				
2.6.1	Do you include the administrative fee in the price of your products and/or services?	No		Complete

2.6.2	If not, do you add on the administrative fee as a separate fee to the final invoice to the final customer?	Yes (see Comment)	Please note that the administrative fee for multi-year service contracts are issued in full upon delivery of services in Year 1. If AEPA and/or Member Agencies would prefer, Highland can (upon award) include the administrative fee in pricing, in an individualized price list to each Member Agency for their respective Buyers, based on the Member Agency's unique administrative fee.	Complete
2.6.3	Are shipping and handling costs included in the price of your products and/or services? (See Part A, Section IV. 11)	Yes		Complete
2.6.4	If not, do you add on applicable shipping and handling fees separately on invoices	n/a		Complete
2.6.5	Does your business offer leasing arrangements under this solicitation?	No. Highland's offerings are classified as a service.		Complete
2.6.6	If yes, please indicate how the rate factor is determined and indicate any other cost factors related to leasing.	n/a		Complete

31 Questions

100.00% Complete

Acceptance of Solicitation & Contract

Association of Educational

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	Highland Electric Fleets, Inc.	Date	9/14/2025
Address	200 Cummings Center, Suite 273D	City, State Zip	Beverly, MA 01915
Contact Person	Brendan Beasley	Title	General Counsel
Authorized Signature		Title	General Counsel
Email	brendan@highlandfleets.com	Phone	773-343-1428

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency 

Authorized Representative

Authorized Signature

Awarded this	day of	Contract Number
Contract to commence-check one (Member Agency to select)		<input type="checkbox"/> 3/1/2026
		<input type="checkbox"/> Or

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Initials)	Respondent Certification	Date
1. Violation of Contract Terms and Conditions	Yes	BB
2. Termination for Cause of Convenience	Yes	BB
3. Davis-Bacon Act	Yes	BB
4. Contract Work Hours and Safety Standards Act	Yes	BB
5. Right to Inventions Made Under a Contract or Agreement	Yes	BB
6. Clean Air Act and Federal Water Pollution Control Act	Yes	BB
7. Debarment and Suspension	Yes	BB
8. Byrd Anti-Lobbying Amendment	Yes	BB
9. Procurement of Recovered Materials	Yes	BB
10. Profit as a Separate Element of Price	Yes	BB
11. General Compliance with Participating Agencies	Yes	BB
12. Governing Law; Forum Selection.	Yes	BB

Highland Electric Fleets, Inc.

Name of Business

Brendan Beasley

Signature of Authorized Representative

Brendan Beasley

Printed Name

9/14/2025

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Brendan Beasley

Authorized Representative (Please print or type)

200 Cummings Center, Suite 273D

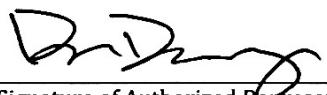
Mailing Address

General Counsel

Title (Please print or type)

Beverly, MA 01915

City, State, Zip


Signature of Authorized Representative

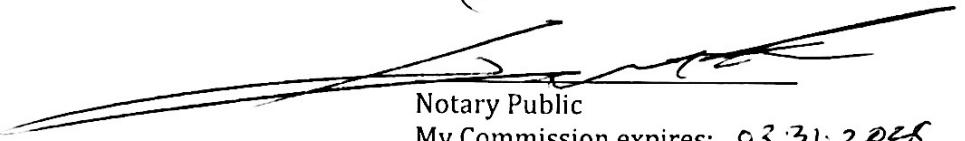
9/14/2025

Date

STATE OF MASSACHUSETTS

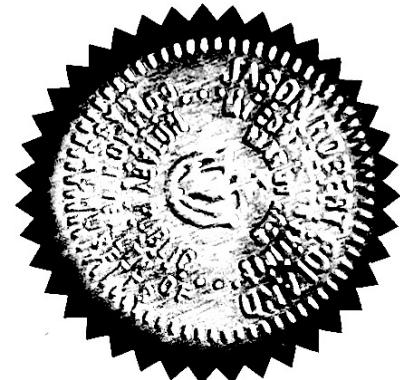
COUNTY OF MIDDLESEX

Rebecca Sidney Bensley SUBSCRIBED AND SWORN TO before me this 14th day of SEPTEMBER, 2025 by


Notary Public
My Commission expires: 03-31-2028
Notary ID: NFA



JASON ROBERT POLAND
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 31, 2028



Solicitation Affidavit-Page 2 of 2

Exceptions & Deviations

AEPA 026-E

Student Transportation Solutions

Instructions

Use this form to submit any Exceptions or Deviations to any terms and conditions requested in this solicitation. Please use the numbering system in the solicitation to refer to the term or condition for which you are providing alternative language (you must provide alternative language, not simply reference to an item you do not agree to) AEPA reserves the right to accept, deny, or negotiate terms and conditions acceptable to both parties. If you have no Exceptions or Deviations, mark the "No" box in the appropriate space below with an "X".

This is a REQUIRED form that must be submitted with your response.

Company Information

Name of Company: Highland Electric Fleets, Inc.

Company Address: 200 Cummings Center, Suite 273D

City, State, zip code: Beverly, MA 01915

Title: General Counsel

Phone: 978-288-1105

Email: brendan@highlandfleets.com

Exceptions & Deviations

Instructions:

1. Mark "No" or "Yes" with an "X" below.
2. If "yes" is marked with an "X" below, insert answers into the form shown below, providing narrative explanations of exceptions. (*To insert more rows, hit the tab key from the last field in the last row and column.*)
3. If adding pages, the company name and identifying information as to which item the response refers must appear on each page.
4. Exceptions and Deviations to local, state or federal laws cannot be accepted under this solicitation.

X	No , this respondent does not have exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.
	Yes , this respondent has the following exceptions to the Terms and Conditions or Specifications incorporated in Parts A and/or B of this solicitation.

Document Name	Section Name, Page Number, & Outline Number	Term and Condition or Specification	Exception or Deviation Alternative Language

Form of Contract

The attached documents are examples of our standard Transportation Equipment Services Agreement (“TESA”) and Contract for School Bus Transportation. The most up to date Form of Contracts can be found online at highlandfleets.com/cooptesas. While these are our standard forms, our customers often negotiate modifications or prefer to use their own forms. Our standard Fleet TESA can be found on PDF page 2, our standard Depot TESA can be found on PDF page 19, and our standard Contract for School Bus Transportation can be found on PDF page 35.

Contract No. [] / Product No. []
2025-08-31 HIGHLAND CONFIDENTIAL DRAFT
FLEET FORM – QUOTED PRICING SUBJECT TO CHANGE AFTER 09/15/2025
Transportation Equipment Services Agreement

This Transportation Equipment Services Agreement (“**Agreement**”) is made as of _____ (the “**Effective Date**”) between _____ (“**Customer**”) and [HEF-P _____, LLC] (“**Provider**;” each of Customer and Provider, a “**Party**”).

1. **Services.** Customer retains Provider to provide Services (defined below) for [] Type[] electric school buses, described on **Exhibit A** (“**Vehicles**”), together with charging stations (“**Chargers**”) and related infrastructure and equipment, including, in Provider’s discretion, battery energy storage systems and electricity generation facilities (“**Infrastructure**;” **Vehicles**, **Chargers**, and **Infrastructure**, collectively, the “**System**”). The System will be located at Customer’s premises (“**Premises**”) identified in the preliminary “**System Site Plan**” attached as **Exhibit B**. The “**Services**” mean:
 - a. **Consulting Services:** Planning and incentive support for fleet electrification;
 - b. **Procurement Services:** Specification and purchase of **Vehicles**, **Chargers**, and **Infrastructure**;
 - c. **Installation Services:** Design, permitting, installation, and interconnection of the System;
 - d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties;
 - e. **Charge Management Services:** Charging of **Vehicles**, payment for charging electricity, and access to Provider’s fleet management software platform (“**Platform**”) under the Platform License (defined below); and
 - f. **Operations Services:** During the vehicle operating period (**VOP**, as defined below), provision of **Vehicles** for operation by Customer, operation and maintenance of **Chargers** and **Infrastructure**, and reimbursement to Customer for Vehicle Repair Work (defined below) performed by Customer consistent with requirements of this Agreement.
2. **Term.** This Agreement will be effective (the effective period, the “**Term**”) from the Effective Date through the end of the Initial Term and any Extension Term (such terms, as defined below), subject to earlier termination as provided herein.
 - a. “**Initial Term**” means the period of [] Contract Years (defined below) beginning the date the System is operational (the “**Operational Date**”), as agreed pursuant to the certificate attached as **Exhibit C** (“**COCO**”). Customer will be deemed to have agreed to the Operational Date set forth in a COCO signed and delivered by Provider unless Customer delivers a written objection notice to Provider no later than 5 days after delivery to Customer of the draft COCO.
 - b. “**Extension Term**” means each period of [] Contract Year each following the Initial Term or, if applicable, any Extension Term, as to which the Parties agree in writing that this Agreement should continue and be effective. For any Extension Term, the Base Service Fee (defined below) or other provisions of this Agreement may be revised, if agreed.
 - c. “**Contract Year**” is a period of a 12-months in the Term that begins on the Operational Date or an anniversary thereof.
 - d. **Anticipated Operational Date.** Provider commits that the Operational Date will occur on or before the date that is [18] months after the Effective Date (“**Anticipated Operational Date**”), subject to extension for up to one (1) year for events beyond Provider’s reasonable control, including utility delay, Force Majeure Events (defined below), and System original equipment manufacturer (“**OEM**”) delay.
 - e. **Multiple Operational Dates.** If the System includes multiple **Vehicles**, the System may have multiple Operational Dates. The first such Operational Date will apply for purposes of the commitment in **Section 2(d)**.
 - f. “**VOP**” means: (i) the periods on any day Customer’s school operations are in regular or summer session when **Vehicles** are operated on “**Designated Routes**” (defined below), excluding (A) at least 3 hours midday, and (B) either 6 hours at the start and end of a day or 12 hours between days; and (ii) Planned Excursions (defined below).
3. **Provider Performance Guarantees.**
 - a. “**Charger Uptime Guarantee**”: From and after the Operational Date, Provider guarantees that the **Chargers** will be Available (defined below) at least [97]% of each Contract Year (“**Availability Percentage**”), subject to Permitted Exclusions (defined below). **Chargers** will be “**Available**” if they are capable of being operated to charge the **Vehicles**. For each 1% below the Availability Percentage that the **Chargers** are not Available in a Contract Year, Provider will pay or provide to Customer an “**Availability Credit**” equal to 1% of the aggregate Base Service Fee paid for that Contract Year. Provider may provide redundant charging stations at the **Premises** and rely on the redundant charger(s) to satisfy the Charger Uptime Guarantee when **Chargers** are not Available.
 - b. “**Route Readiness Guarantee**”: Provider guarantees that the entire System (including **Infrastructure**, **Chargers**, and **Vehicles**) and the **Platform** will be functioning effectively so that each **Vehicle** is charged sufficiently its first Designated Route (defined below) on each day of the **VOP**, excluding events beyond Provider’s reasonable control (such as Vehicle recall) and subject to Permitted Exclusions and Customer notice. Upon discovery of a System issue, including a Route Readiness Guarantee claim, Customer shall deliver notice to Provider identifying the System issue with reasonable detail. If Provider does not remedy a System issue that triggers the Route Readiness Guarantee within 72 hours of receiving a Customer notice, Provider will pay or provide to Customer a “**Downtime Credit**” equal to [\$100.00]/day for each day in the **VOP** that the Route Readiness Guarantee is not satisfied for a **Vehicle**.

- c. **“Service Promise”:** Provider will (i) for each identified issue with the System noticed by Customer, provide a remote response on the same days as notice delivery or the next business day for notices received after 5:00 pm (ET), (ii) manage and oversee enforcement of Vehicle manufacturer and dealer warranties and work with Customer to coordinate Vehicle repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews.
- d. **“Permitted Exclusions”** mean (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port; failure to adhere to Designated Routes; facility or parking area construction requiring shut off; Vehicle accidents, theft, or vandalism; failure to provide reasonable access to Vehicles), (iii) Force Majeure Events; and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year).
- e. **Limitation.** The total amount of Availability Credits and Downtime Credits that may accrue and be payable for any Contract Year are capped at ten percent (10%) of the aggregate Base Service Fee paid for that Contract Year. If, but for this cap, the accrued Availability Credits and Downtime Credits would exceed such 10% threshold, then a Provider Default Event (defined below) would be deemed to occur.

4. **Base Service Fee.** In consideration of the Services, on the Operational Date and each anniversary of the Operational Date during the Term, Customer will pay to Provider, an annual fee per Vehicle equal to \$[]/Vehicle (“**Base Service Fee**”), which amount will increase by the Escalator (defined below) for each Contract Year after the first Contract Year. The “**Escalator**” means an annual rate of 3%, but if the Consumer Price Index (“**CPI**”), for the region including the Premises changes over a Contract Year by more than 6%, up or down, then the Escalator for the ensuing Contract Year (only) will be adjusted up or down by such annual percentage increase or decrease in the CPI *minus* 6%. [Also, if electric utility rates for electricity provided to the Premises increase by more than []% over any period of 5 consecutive Contract-Years in the Term, then the Escalator for the ensuing periods of 5 years (or fewer as applicable) in the Term will be increased by the change in the electricity rates over the 5-year measurement period multiplied by 1/3].

5. **Incentives and Tax Credits.** Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes and Incentives, including Existing Incentives, where:

- a. **“Incentive”** means (i) a payment (such as a rebate or grant, but excluding any “make ready” funding) paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) “make ready” or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof;
- b. **“Tax Attribute”** means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C and Section 45W of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System; and
- c. **“Existing Incentive”** means each of the following:
 - i. [], for \$[] [per Vehicle];
 - ii. Make ready incentive from the local distribution utility equal to \$[];
 - iii. Incentive Tax Credits equal to \$40,000/Vehicle under Section 45W of the Inflation Reduction Act of 2022 [(“**IRA**”) and 30% of the eligible costs of Chargers and Infrastructure under IRA Section 30C]; and
 - iv. Depreciation of the System.

Each Party will comply with the Incentive requirements set forth on Exhibit D.

6. **Platform License; Intellectual Property.**

- a. **Intellectual Property.** As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.
- b. **Grant of License in Platform.** Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license (“**Platform License**”) for Customer’s personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform to perform its transportation operations.
- c. **Data.** Data regarding the operational state of and performance of System and Vehicle shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer for its transportation operations. Data collected by any

cameras installed on any Vehicle (“**Customer Content**”) shall be the property of Customer; provided that, at the request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider.

d. **Use Limitations.** Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) sell, license, sublicense, assign, or otherwise transfer the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

7. **Vehicle and System Operation.**

a. **Operations Covenants.** Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:

- i. operate each Vehicle only on its Designated Routes during the VOP and for Planned Excursions; (B) as necessary to perform Repair Work; and (C) consistent with Prudent Vehicle Practices (defined below);
- ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;
- iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer during the VOP; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;
- iv. at its own expense (subject to Provider reimbursement obligations for Vehicle Repair Work and consistent with Provider reasonable requests), keep each Vehicle properly registered and licensed in Customer’s name;
- v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;
- vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a “**Driver**”);
- vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;
- viii. not operate the Vehicle for more than [] miles in a Contract Year (“**Annual Mileage Allowance**”);
- ix. not operate a Vehicle on a route that extends more than **60** miles away from the Premises in any direction, unless Customer and Provider have agreed in advance on how the Vehicles will be charged during such operation so that the state of charge on the Vehicle is never below 10%;
- x. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in-service Charger port, including a redundant charging station port;
- xi. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or Provider- or OEM-authorized agents in connection with Repair Work, to drive the Vehicles.

Except for Customer’s operation of the Vehicles and use of and access to the System in accordance with the above operating parameters, Provider shall have charge over, and control of, the System.

b. **Time of Use Fee.** Customer will pay Provider a “**Time of Use Fee**” equal to **[\$3.00]**/hour for each hour outside of the VOP that Customer or its agent fails to plug a Vehicle into a Charger.

c. **Excess Mileage Fee.** Customer will pay Provider an “**Excess Mileage Fee**” equal to **[\$50.00]**/mile for each mile a Vehicle is operated in excess of 2x the Annual Mileage Allowance over a period of 2 consecutive Contract Years. To avoid Excess Mileage Fees, Customer will rotate Vehicle routes year-over-year so that the average annual mileage of a Vehicle measured over two consecutive Contract Years does not exceed the Annual Mileage Allowance.

d. **Route Planning.** Prior to the Anticipated Operational Date, and prior to each anniversary of the Operational Date, the Provider and Customer will meet to determine the regular routes and schedule for each Vehicle within the VOP (each a “**Designated Route**”) based on which Customer will operate the Vehicle during the ensuing Contract Year. Customer will follow Provider’s reasonable route-planning guidance to ensure the safe operation of the Vehicles. Subject to the foregoing, by 48 hours’ advance written notice to Provider, Customer may update the Designated Route for a Vehicle.

e. A “**Planned Excursion**” means operation of a Vehicle by Customer other than to serve a Designated Route for such Vehicle that (i) is a single trip out and back to the Premises; (ii) is for transportation of passengers and Customer personnel for extraordinary activities; (iii) Customer provides Provider with at least 48 hours’ advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details; and (iv) both the timing and mileage of the proposed trip allow for charging the Vehicle for its Designated Routes.

f. “**Prudent Vehicle Practices**” means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with electric vehicle industry and school bus industry best practices, (ii) comply with applicable OEM recommendations and requirements; (iii) conform to the requirements necessary to preserve the OEM Vehicle warranty; and (iv) comply with all applicable federal, state, and local laws and requirements.

g. **Provider Use of the System.** Subject in all cases to its obligations to provide the Services to Customer, including to make the Vehicles available during the VOP, including for Planned Excursions, Provider may use the System to participate in, among other things, utility demand response and vehicle-to-grid dispatch programs, ISO-level

frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion (“**Grid Services**”). Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, “**Provider Equipment**”) that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a “**Storage Facility**”) that may be used to store Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as “**Provider Facilities**.” The Provider’s rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services and the use of the System by the Customer contemplated by this Agreement. Provider is permitted by this provision to install, operate, repair, replace, and remove from any Vehicle, enhanced telematics, air quality monitors, and Wi-Fi hotspots. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) and benefit from Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.

8. Maintenance.

- a. **System Maintenance Generally.** Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Subject to Provider’s reimbursement obligations for Repair Work described in this **Section 8**, Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.
- b. **Vehicle Maintenance and Reimbursement.**
 - i. *Reimbursable Repair Work.* Subject to Provider’s reimbursement obligations, Customer shall perform, permit Provider to perform, or cause a qualified vehicle service provider to perform, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement (“**Repair Work**”). Customer shall self-perform all Repair Work, except those Repair Work items that Customer personnel are not qualified to perform or that require service at a third-party facility. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle. Based on timely completion of monthly Repair Work reporting by Customer, Provider shall reimburse Customer for Repair Work and parts performed by, or paid for by, Customer as follows: at a rate of \$ /hour for each labor hour of Repair Work, whether performed by Customer personnel or outside personnel subject to any SRT (defined below), and reimbursement for parts required to perform Repair Work at Customer’s reasonable cost. Provider’s reimbursement for a part required to perform Repair Work shall be at the lowest of: the Customer’s cost for the part, the applicable manufacturer suggested retail price for the part, or the price for the part reasonably available from Provider or a Provider-designated supplier.
 - ii. *Standard Repair Time.* From time to time during the Term, Provider may deliver to Customer a written listing of standard repair times (“**SRT**”) for standard Repair Work based on OEM recommendations, Prudent Vehicle Practices, or Provider’s demonstrated experience with such repairs, and Customer shall use reasonable efforts to perform Repair Work consistent with the applicable SRT. Provider shall have no obligation to reimburse Customer for Repair Work in excess of the applicable SRT.
 - iii. *OEM Warranty.* If any OEM Vehicle warranty (“**OEM Warranty**”) applies to or would cover any Repair Work subject to reimbursement under this Agreement, then to the extent necessary in Provider’s discretion, Provider may enforce rights under the applicable OEM Warranty for the purpose of securing OEM coverage of the applicable Repair Work under such OEM Warranty. Provider shall have the sole right to pursue any claims under OEM Warranties and such other warranties as may apply to the Vehicles. To the extent any Repair Work is covered by an OEM Warranty, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty and Customer shall be responsible for any Customer acts or failures that cause an OEM Warranty to be violated or not timely fulfilled. To the extent an OEM pays for Repair Work, including parts, under an OEM Warranty, including through paying or reimbursing Customer for such Repair Work or by paying a third-party service provider for the Repair Work, then Provider shall have no obligation to reimburse the Customer for such Repair Work.

- iv. *Towing.* To the extent that, other than due to Customer-caused damage, as required by Prudent Vehicle Practices, any Vehicle must be towed to the Premises or to the location of a third-party Vehicle repair service provider, if the Customer is not capable (under Prudent Vehicle Practices) to perform the required repairs, then Provider shall pay for, or shall reimburse Customer for, the cost of such tow, up to a maximum amount per tow equal to [§] (“**Towing Cap**”). Customer shall be responsible for arranging and paying for any Vehicle tow due to Customer-caused damage or Customer’s failure to operate a Vehicle or other System component as required by this Agreement.
- v. *Inspections.* Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform preventative maintenance and repairs on such Vehicle in accordance with Prudent Vehicle Practices and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof. The SRT for annual preventative Repair Work and Inspections generally should not exceed 15 hours. “**Inspections**” means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability.
- vi. *Reporting.* No later than the fifteenth day of any calendar month after the Operational Date, Customer will deliver to Provider a written report, in form mutually agreed by Customer and Provider, detailing the Repair Work performed by or at the request of Customer for which Customer seeks reimbursement under this Agreement or for Customer-Caused Repairs (defined below), including the nature or cause of the Repair Work, the date(s) the Repair Work was performed, the number of labor hours expended on such Repair Work, the person(s) performing the Repair Work, the parts procured and used to perform the Repair Work, and the documented cost of such parts. Customer will provide Provider access to maintenance records, labor time, and required parts receipts and specifications for each Vehicle and will collaborate with Provider as to the timing, location, and substance of Repair Work.
- vii. *Customer-Caused Repairs.* Customer shall bear the cost of any service, inspection, or repairs for a Vehicle (collectively, “**Customer-Caused Repairs**”) resulting from (i) damage to a Vehicle or the System caused by Customer, its agents, employees, contractors, Drivers, or passengers, (ii) Customer’s use of the any Vehicle, or any other action or inaction of the Customer, that voids the OEM Warranty for such Vehicle or is outside of the Prudent Vehicle Practices, or (iii) Customer’s failure to timely perform or cause to be timely performed any Repair Work. Provider shall have no obligation to reimburse Customer for Customer-Caused Repairs. Further, Provider may delay reimbursement of any Repair Work until all relevant data, including OEM Warranty data and clarification as to whether the work covered by the report is a Customer-Caused Repair, is provided by Customer.
- viii. *Provider Support. Parts and Warranty Management Strategy.* Provider shall advise Customer regarding broader electric fleet management, maintenance, and repair strategy, and coordinate maintenance, repair, and related service escalations with Customer’s third-party servicers, including facilitating OEM warranty enforcement.

9. System Site Plan; Premises.

- a. **System Site Plan.** Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer’s failure to respond within such ten (10) day period shall be deemed approval of such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer’s approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the “**System Site Plan**” hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider’s reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days’ prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer, swap any System component for a functionally equivalent System component and may add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes.
- b. **Conditions Precedent.** If any Condition Precedent (defined below) is not timely satisfied, then, for thirty (30) days

following written notice from Provider to Customer delivered within sixty (60) days after the failure of such Condition Precedent, the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date or, if later, applicable as of the date such Condition Precedent is not satisfied. After such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. The following conditions (each a "**Condition Precedent**") shall be satisfied:

- i. The total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor ("**Interconnection Cost**") shall not exceed \$ [REDACTED];
- ii. Provider shall have no obligation to provide a payment or performance bond or pay prevailing wages;
- iii. Each permit, license, approval, authorization, service agreement, or similar permission or agreement (each, an "**Approval**") from a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction (a "**Governmental Authority**") or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit B**;
- iv. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;
- v. Unforeseeable sitework at the Premises shall not be required to complete the Installation Services; and
- vi. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System, its location, or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.

c. **Access Rights.** Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of the Premises, or with full permission from the owner of the Premises (the "**Landowner**"), if other than Customer, hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "**License Term**"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to the Premises (including provision of keys or gate pass codes).

d. **End of Term; Removal.** The Parties agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, (i) Customer shall take all such action as reasonably necessary to repair, clean, and restore the Vehicles included in the System consistent with Prudent Vehicle Practices so that such Vehicles are fully operational and in a good state of repair, reasonable wear and tear excepted; and (ii) Provider shall, at its expense and in a reasonably diligent manner, (A) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (B) return to

substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.

e. **Environmental.** Customer represents that there are no Hazardous Substances (defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this Section 9(e) shall survive the termination or expiration of this Agreement. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. **"Hazardous Substance"** means any chemical, waste, or substance (a) that now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under laws pertaining to environment, health, safety or welfare, (b) that is declared to be hazardous, toxic, or polluting by a Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by a Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by a Governmental Authority, or (e) for which remediation or cleanup is required by a Governmental Authority.

10. Ownership and Risk of Loss. As between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party (defined below)) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including the Vehicles (only while parked), Chargers, and Infrastructure shall be borne by Provider. Customer shall own and bear risk of loss and liability associated with cameras installed on the Vehicles (if provided on Exhibit A) and shall bear risk of loss associated with driving of the Vehicles by Customer, including for acts or failures of its Drivers or others under control of Customer, and for passengers.

11. Insurance. During the Term, the Parties shall comply with the insurance provisions below.

a. **Insurance – Customer** *[Subject to update depending on Premises location]*. Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate, including collision coverage on a replacement cost basis; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability and automobile policies with limits of at least \$5,000,000 per occurrence; (iv) employer's liability insurance with coverage of at least \$1,000,000; and (v) workers' compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer's property insurance policy and as additional insureds on all other insurance required by this Section 11, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates and the coverage under each Customer policy shall be "primary coverage" for the protection of Customer and Provider, as additional insured or loss payee, notwithstanding any other coverage carried by Customer or Provider protecting against similar risks.. Customer shall assure that each Driver is covered under the Customer's liability and employer/ workers compensation insurance policies. If the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceeds the Customer insurance minimums in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.

b. **Insurance – Provider.** Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Vehicles while parked (i.e. comprehensive auto coverage), the Infrastructure, and the Chargers; (ii) commercial general liability insurance with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least \$5,000,000 per occurrence and annual aggregate; (iv) employer's liability insurance with coverage of at

least \$1,000,000; and (v) workers' compensation insurance as required by law. Provider's insurance will not be called upon to respond to or cover Customer's negligence or willful misconduct.

- c. **Additional Requirements of Customer and Provider.** Customer, its Drivers, and its agents will cooperate with Provider and any of Customer's or Provider's insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received.
- d. **Damage to or Destruction of System.** Customer shall notify Provider immediately of any insurable claims (e.g., damage, destruction) affecting the System of which Customer becomes aware. If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such System damage or destruction. Subject to the preceding sentence, insurance proceeds shall be applied to prompt repair, restoration, or replacement of the applicable System components. If Provider elects to repair and restore the System, the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Base Service Fee. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

12. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this **Section 12** within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;
 - iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or
 - v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.
- b. **Remedies.**
 - i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of (A) the date that Customer cures the Default Event in full, or (B) termination of this Agreement. Provider's rights under this **Section 12(b)** are in addition to any other remedies available to it under this Agreement, at law, or in equity.
 - ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days' prior written notice to the Defaulting Party.

- iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit A**. In addition, upon termination of this Agreement due to a Default Event, and subject to **Section 13**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

13. Hold Harmless and Limitations of Liability.

- a. **General.** Each Party (the “**Covering Party**”) shall defend, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the “**Covered Parties**”), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys’ fees (collectively, “**Liabilities**”) resulting from any Claim (as defined below) relating to a breach by the Covering Party of its obligations under this Agreement, or injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covering Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Covering Party to cover the Covered Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covered Party.
- b. **Notice and Participation in Third Party Claims.** The Covered Party shall give the Covering Party written notice with respect to any Liability asserted by a third party (a “**Claim**”), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Covering Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Covering Party and reasonably satisfactory to the Covered Party. The Covered Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Covering Party. The Covering Party shall pay the reasonable attorneys’ fees incurred by such separate counsel until such time as the need for separate counsel expires. The Covered Party may also, at the sole cost and expense of the Covering Party, assume the defense of any Claim if the Covering Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this **Section 13** unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Covering Party has no liability under this **Section 13** for any Claim for which such notice is not provided if the failure to give notice prejudices the Covering Party.
- c. **Limitations of Liability.**
 - i. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. Any amount incurred by Provider upon Default Event by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement shall be Provider’s direct damages.
 - ii. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, Provider’s aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this **Section 13** will apply whether such liability arises in contract, tort, strict liability, or otherwise.
- d. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY’S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- e. **Comparative Negligence.** Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

14. Force Majeure. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the

other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event. A “**Force Majeure Event**” means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack attack; piracy; civil unrest or disturbance; fire; earthquake; abnormal weather condition or actions of the elements; epidemic or pandemic; animals; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment or supplies outside of Provider’s control or due to a Force Majeure Event.

15. Assignment and Financing.

- a. **Assignment.**
 - i. Subject to the remainder of this **Section 15(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider’s obligations under this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.
 - ii. Notwithstanding **Section 15(a)(i)**, Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 15(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider, including any related titling trust, or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider’s obligations hereunder by binding written instrument. The rights of Provider under this **Section 15(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.
- b. **Financing.** The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a “**Financing Party**”) in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component thereof, and in Provider’s right to proceed, rental and other payments under this Agreement. Provider’s rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider’s obligations to Financing Party. In furtherance of Provider’s financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer’s authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer’s governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer’s use of the System under this Agreement in accordance with this Agreement. Provider agrees to reimburse Customer for its expenses for any such estoppel or consent to assignment related to a financing transaction, not to exceed five thousand dollars (\$5,000). The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this **Section 15**.
- c. **Lender Step-In Right.** Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default Event under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider’s obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer

will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this **Section 15**. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

16. Confidentiality; Publicity.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act**"), if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed under applicable law, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to the Right to Know Act or similar applicable law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.
- b. **Goodwill and Publicity.** Neither Party may (i) make any public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

17. Miscellaneous.

- a. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified on the signature page of this Agreement or such other address as either Party may specify in writing pursuant to this **Section 17(a)**.
- b. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.
- c. **Further Assurances.** Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- d. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.
- e. **Service Contract.** The Customer and Provider intend and agree that this Agreement is a "service contract" within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.
- f. **Customer-Specific Provisions.** Except as otherwise expressly stated on **Exhibit E**, the provisions of any **Exhibit E** included as part of this Agreement replace and supersede any inconsistent provision in the body of this Agreement.
- g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of [REDACTED], without reference to any choice of law principles. The state courts of [REDACTED] and the federal courts sitting in [REDACTED], shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in [REDACTED].

<<<Signature page follows.>>>

HIGHLAND CONFIDENTIAL

INTENDING TO BE LEGALLY BOUND, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

Customer: [Public Entity]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE ADDRESS:

Contact Name and Title: _____

Contact Phone and Email: _____

Provider: HEF-P [_____], LLC, a wholly owned subsidiary of Highland Electric Fleets, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE ADDRESS:

200 Cummings Center, Suite 273D

Beverly, MA 01915

Contact Name and Title: Benjamin M. Schutzman, Vice President

Contact Phone and Email: 978-288-1105;
ben@highlandfleets.com

Copy: notices@highlandfleets.com

Exhibits

Exhibit A: Vehicle Specifications; Termination Payment Schedule

Exhibit B: System Site Plan

Exhibit C: Commercial Operation Certificate

Exhibit D: Incentive Compliance

Exhibit E: Customer-Specific Provisions

Exhibit A
Vehicle Specifications; Termination Payment Schedule

1. **Vehicle Specifications:** See attached.

2. **Termination Payments.**

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	\$
Contract Year 1	\$
Contract Year 2	\$
Contract Year 3	\$
Contract Year 4	\$
Contract Year 5	\$
Contract Year 6	\$
Contract Year 7	\$
Contract Year 8	\$
Contract Year 9	\$
Contract Year 10	\$
<i>Add additional Contract Years based on Term length.</i>	\$
*	Consistent with Agreement Sections 12(b)(iii), the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement <i>in addition to</i> the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

HIGHLAND CONFIDENTIAL

Exhibit B: System Site Plan

HIGHLAND CONFIDENTIAL

Exhibit C
Commercial Operation Certificate

PROJECT NAME: [_____]
PROJECT ADDRESS: [_____]

OPERATIONAL DATE: [_____]

Pursuant to **Section 2** of the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the “**Agreement**”), dated [_____] by and between [_____] (“**Customer**”) and [_____] (“**Provider**”), this Certificate of Commercial Operation (“**Certificate**”) is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above: (i) the Vehicles set forth on **Attachment A** to this Certificate conforming to the specifications attached as Exhibit A to the Agreement are available at the Premises and operational; (ii) the Chargers necessary to support such Vehicles are installed at the Premises and operational; (iii) the Infrastructure necessary to support such Vehicles and such Chargers is installed at the Premises and operational; and (iv) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

IN WITNESS WHEREOF, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF [_____], LLC

By: _____
Name: _____
Title: _____
Date: _____

Customer is executing and delivering this Certificate to confirm Customer’s agreement that the Operational Date is as set forth above.

[_____]:

By: _____
Name: _____
Title: _____
Date: _____

Attachment A **Vehicles**

HIGHLAND CONFIDENTIAL

Exhibit D
Incentive Compliance

HIGHLAND CONFIDENTIAL

Exhibit E
Customer-Specific Provisions

Contract No. [] / Product No. []
2025-08-13 HIGHLAND CONFIDENTIAL DRAFT
DEPOT FORM – QUOTED PRICING SUBJECT TO CHANGE AFTER 09/15/2025
Transportation Equipment Services Agreement

This Transportation Equipment Services Agreement (“**Agreement**”) is made as of _____ (the “**Effective Date**”) between [] (“**Customer**”) and [HEF-P _____, LLC] (“**Provider**;” each of Customer and Provider, a “**Party**”).

1. **Services.** Customer retains Provider to provide Services (defined below) based on the provision of access to and use of charging stations (“**Chargers**”) and related infrastructure and equipment, including, in Provider’s discretion, battery energy storage systems and electricity generation facilities (“**Infrastructure**;” Vehicles, Chargers, and Infrastructure, collectively, the “**System**”) for [] Type[] electric school buses, described on **Exhibit A** (“**Vehicles**”), which Vehicles are owned and will be operated by Customer. The System will be located at Customer’s premises (“**Premises**”) identified in the preliminary “**System Site Plan**” attached as **Exhibit B**. The “**Services**” mean:
 - a. **Consulting Services:** Planning and incentive support for fleet electrification;
 - b. **Procurement Services:** Specification and purchase of Chargers, and Infrastructure;
 - c. **Installation Services:** Design, permitting, installation, and interconnection of the System;
 - d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties;
 - e. **Charge Management Services:** Charging of Vehicles, payment for charging electricity, and access to Provider’s fleet management software platform (“**Platform**”) under the Platform License (defined below); and
 - f. **Operations Services:** During the vehicle operating period (“**VOP**”, as defined below), operation and maintenance of Chargers and Infrastructure.
2. **Term.** This Agreement will be effective (the effective period, the “**Term**”) from the Effective Date through the end of the Initial Term and any Extension Term (such terms, as defined below), subject to earlier termination as provided herein.
 - a. “**Initial Term**” means the period of [] Contract Years (defined below) beginning the date the System is operational (the “**Operational Date**”), as agreed pursuant to the certificate attached as **Exhibit C** (“**COCO**”). Customer will be deemed to have agreed to the Operational Date set forth in a COCO signed and delivered by Provider unless Customer delivers a written objection notice to Provider no later than 5 days after delivery to Customer of the draft COCO.
 - b. “**Extension Term**” means each period of [] Contract Year each following the Initial Term or, if applicable, any Extension Term, as to which the Parties agree in writing that this Agreement should continue and be effective. For any Extension Term, the Base Service Fee (defined below) or other provisions of this Agreement may be revised, if agreed.
 - c. “**Contract Year**” is a period of a 12-months in the Term that begins on the Operational Date or an anniversary thereof.
 - d. **Anticipated Operational Date.** Provider commits that the Operational Date will occur on or before the date that is [18] months after the Effective Date (“**Anticipated Operational Date**”), subject to extension for up to one (1) year for events beyond Provider’s reasonable control, including utility delay, Force Majeure Events (defined below), and System original equipment manufacturer (“**OEM**”) delay.
 - e. “**VOP**” means the periods on any day Customer’s school operations are in regular or summer session, but excluding:
 - (i) at least 3 hours midday, and (ii) 6 hours at the beginning and end of a day or, alternatively, 12 hours between days.
3. **Provider Performance Guarantees.**
 - a. “**Charger Uptime Guarantee**”: From and after the Operational Date, Provider guarantees that the Chargers will be Available (defined below) at least [97]% of each Contract Year (“**Availability Percentage**”), subject to Permitted Exclusions (defined below). Chargers will be “**Available**” if they are capable of being operated to charge the Vehicles. For each 1% below the Availability Percentage that the Chargers are not Available in a Contract Year, Provider will pay or provide to Customer an “**Availability Credit**” equal to 1% of the aggregate Base Service Fee paid for that Contract Year. Provider may provide redundant charging stations at the Premises and rely on the redundant charger(s) to satisfy the Charger Uptime Guarantee when Chargers are not Available.
 - b. “**Service Promise**”: Provider will (i) for each identified issue with the System noticed by Customer, provide a remote response on the same days as notice delivery or the next business day for notices received after 5:00 pm (ET), and (ii) implement periodic (at least semi-annual) Customer surveys and System operations reviews.
 - c. “**Permitted Exclusions**” mean (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port; facility or parking area construction requiring shut off; System theft, or vandalism; failure to provide reasonable access to the System), (iii) Force Majeure Events; and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year).
 - d. **Limitation.** The total amount of Availability Credits that may accrue and be payable for any Contract Year are capped at ten percent (10%) of the aggregate Base Service Fee paid for that Contract Year. If, but for this cap, the accrued Availability Credits would exceed such 10% threshold, then a Provider Default Event (defined below) would be deemed to occur.

4. **Base Service Fee.** In consideration of the Services, on the Operational Date and each anniversary of the Operational Date during the Term, Customer will pay to Provider, an annual fee per Vehicle equal to \$[]/Vehicle (“**Base Service Fee**”), which amount will increase by the Escalator (defined below) for each Contract Year after the first Contract Year. The “**Escalator**” means an annual rate of 3%, but if the Consumer Price Index (“**CPI**”), for the region including the Premises changes over a Contract Year by more than 6%, up or down, then the Escalator for the ensuing Contract Year (only) will be adjusted up or down by such annual percentage increase or decrease in the CPI *minus* 6%. [Also, if electric utility rates for electricity provided to the Premises increase by more than [] % over any period of 5 consecutive Contract-Years in the Term, then the Escalator for the ensuing periods of 5 years (or fewer as applicable) in the Term will be increased by the change in the electricity rates over the 5-year measurement period multiplied by 1/3].

5. **Incentives and Tax Credits.** Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes and Incentives, including Existing Incentives, where:

- a. “**Incentive**” means (i) a payment (such as a rebate or grant, but excluding any “make ready” funding”) paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) “make ready” or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof;
- b. “**Tax Attribute**” means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C and Section 45W of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System; and
- c. “**Existing Incentive**” means each of the following:
 - i. [], for \$[] [per Vehicle];
 - ii. Make ready incentive from the local distribution utility equal to \$[];
 - iii. [Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Inflation Reduction Act of 2022 Section 30C]; and
 - iv. Depreciation of the System.

Each Party will comply with the Incentive requirements set forth on Exhibit D.

6. **Platform License; Intellectual Property.**

- a. **Intellectual Property.** As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.
- b. **Grant of License in Platform.** Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license (“**Platform License**”) for Customer’s personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform to perform its transportation operations .
- c. **Data.** Data regarding the operational state of and performance of System and Vehicle shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer to on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer for its transportation operations. Data collected by any cameras installed on any Vehicle (“**Customer Content**”) shall be the property of Customer; provided that, at the request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider.
- d. **Use Limitations.** Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) sell, license, sublicense, assign, or otherwise transfer the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

7. **Vehicle and System Operation.**

- a. **Operations Covenants.** Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:
 - i. operate each Vehicle only on its Designated Routes during the VOP and Planned Excursions (defined below); (B) as necessary to perform Repair Work; and (C) consistent with Prudent Vehicle Practices (defined below);
 - ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;

- iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer during the VOP for a Planned Excursion; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;
- iv. at its own expense keep each Vehicle properly registered and licensed in Customer's name;
- v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;
- vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a "Driver");
- vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;
- viii. not operate the Vehicle for more than [] miles in a Contract Year ("Annual Mileage Allowance");
- ix. not operate a Vehicle on a route that extends more than **60** miles away from the Premises in any direction, unless Customer and Provider have agreed in advance on how the Vehicles will be charged during such operation so that the state of charge on the Vehicle is never below 10%;
- x. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in service Charger port, including a redundant charging station port;
- xi. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or OEM-authorized agents in connection with Repair Work, to drive the Vehicles.

Except for Customer's operation of a Vehicle and use of and access to the System in accordance with the above operating parameters, Provider shall have charge over, and control of, the System.

- b. **Time of Use Fee.** Customer will pay Provider a "Time of Use Fee" equal to **[\$3.00]/hour** for each hour outside of the VOP and any Planned Excursion that Customer or its agent fails to plug a Vehicle into a Charger.
- c. **Excess Mileage Fee.** Customer will pay Provider an "Excess Mileage Fee" equal to **[\$50.00]/mile** for each mile a Vehicle is operated in excess of 2x the Annual Mileage Allowance over a period of 2 consecutive Contract Years. To avoid Excess Mileage Fees, Customer will rotate Vehicle routes year-over-year so that the average annual mileage of a Vehicle measured over two consecutive Contract Years does not exceed the Annual Mileage Allowance.
- d. **Route Planning.** Prior to the Anticipated Operational Date, and prior to each anniversary of the Operational Date, the Provider and Customer will meet to determine the regular routes and schedule for each Vehicle within the VOP (each a "Designated Route") based on which Customer will operate the Vehicle during the ensuing Contract Year. Customer will follow Provider's reasonable route-planning guidance to ensure the safe operation of the Vehicles. Subject to the foregoing, by 48 hours' advance written notice to Provider, Customer may update the Designated Route for a Vehicle.
- e. A "Planned Excursion" means operation of a Vehicle by Customer means operation of a Vehicle by Customer other than to serve a Designated Route for such Vehicle that (i) is a single trip out and back to the Premises; (ii) is for transportation of passengers and Customer personnel for extraordinary activities; (iii) Customer provides Provider with at least 48 hours' advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details; and (iv) both the timing and mileage of the proposed trip allow for charging the Vehicle for its Designated Routes.
- f. "**Prudent Vehicle Practices**" means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with electric vehicle industry and school bus industry best practices, (ii) comply with applicable OEM recommendations and requirements; (iii) conform to the requirements necessary to preserve the OEM Vehicle warranty; and (iv) comply with all applicable federal, state, and local laws and requirements.
- g. **Provider Use of the System.** Subject in all cases to its obligations to provide the Services to Customer, Provider may use the System to participate in, among other things, utility demand response and vehicle-to-grid dispatch programs, ISO-level frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion ("Grid Services"). Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, "Provider Equipment") that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a "Storage Facility") that may be used to store Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as "Provider Facilities." The Provider's rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services and the use of the System by the Customer contemplated by this Agreement. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) and benefit

from Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.

8. Maintenance.

- a. **System Maintenance Generally.** Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.
- b. **Vehicle Maintenance.**
 - i. *Repair Work.* Customer shall perform or cause to be performed by a qualified third party, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement (“**Repair Work**”). Customer shall self-perform all Repair Work, except those items which require specialized training or service at a third-party facility, such as for repairs to the battery and drivetrain systems. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle.
 - ii. *OEM Warranty.* If any OEM Vehicle warranty (“**OEM Warranty**”) applies to or would cover any Repair Work, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty.
 - iii. *Inspections.* Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform preventative maintenance and repairs on such Vehicle in accordance with Prudent Vehicle Practices and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof. “**Inspections**” means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability.

9. System Site Plan; Premises.

- a. **System Site Plan.** Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer’s failure to respond within such ten (10) day period shall be deemed approval of such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer’s approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the “**System Site Plan**” hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider’s reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days’ prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer, swap any System component for a functionally equivalent System component and may add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built System Site Plan, reflecting the as-installed System with all such immaterial changes.
- b. **Conditions Precedent.** If any Condition Precedent (defined below) is not timely satisfied, then, for thirty (30) days following written notice from Provider to Customer delivered within sixty (60) days after the failure of such Condition Precedent, the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date or, if later, applicable as of the date such Condition Precedent is not satisfied. After such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days’ prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. The following conditions (each a “**Condition Precedent**”) shall be satisfied:
 - i. The total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to

connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor (“**Interconnection Cost**”) shall not exceed \$[REDACTED];

- ii. Provider shall have no obligation to provide a payment or performance bond or pay prevailing wages;
- iii. Each permit, license, approval, authorization, service agreement, or similar permission or agreement (each, an “**Approval**”) from a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction (a “**Governmental Authority**”) or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit B**;
- iv. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;
- v. Unforeseeable sitework at the Premises shall not be required to complete the Installation Services; and
- vi. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System, its location, or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.

c. **Access Rights.** Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer’s use and occupancy as of the Effective Date. Customer, as owner of the Premises, or with full permission from the owner of the Premises (the “**Landowner**”), if other than Customer, hereby grants to Provider and to Provider’s agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the “**Non-Exclusive License**”) for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the “**License Term**”), for the purposes of performing the Services and all of Provider’s obligations and enforcing all of Provider’s rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the “**Exclusive License**,” and together with the Non-Exclusive License, the “**Licenses**”) for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to the Premises (including provision of keys or gate pass codes).

d. **End of Term; Removal.** The Parties agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer’s future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, Provider shall, at its expense and in a reasonably diligent manner, (i) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (ii) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider’s cost.

e. **Environmental.** Customer represents that there are no Hazardous Substances (defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider’s maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the

Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this **Section 9(e)** shall survive the termination or expiration of this Agreement. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. **“Hazardous Substance”** means any chemical, waste, or substance (a) that now or hereafter becomes defined as or included in the definition of “hazardous substances,” “hazardous wastes,” “hazardous materials,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollution,” “pollutants,” “regulated substances,” or words of similar import under laws pertaining to environment, health, safety or welfare, (b) that is declared to be hazardous, toxic, or polluting by a Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by a Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by a Governmental Authority, or (e) for which remediation or cleanup is required by a Governmental Authority.

10. Ownership and Risk of Loss. As between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party (defined below)) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including the Chargers and Infrastructure shall be borne by Provider. Customer shall own and bear risk of loss and liability associated with the Vehicle, including risk of loss associated with driving of the Vehicles by Customer, including for acts or failures of its Drivers or others under control of Customer, and for passengers.

11. Insurance. During the Term, the Parties shall comply with the insurance provisions below.

- a. **Insurance – Customer***[Subject to update depending on Premises location]*. Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate, including collision coverage on a replacement cost basis; (iii) property insurance for the Vehicles, i.e., comprehensive auto coverage, covering Vehicle replacement cost; (iv) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability and automobile policies with limits of at least \$5,000,000 per occurrence; (v) employer’s liability insurance with coverage of at least \$1,000,000; and (vi) workers’ compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer’s property insurance policy and as additional insureds on all other insurance required by this **Section 11**, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates and the coverage under each Customer policy shall be “primary coverage” for the protection of Customer and Provider, as additional insured or loss payee, notwithstanding any other coverage carried by Customer or Provider protecting against similar risks.. Customer shall assure that each Driver is covered under the Customer’s liability and employer/ workers compensation insurance policies. If the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceeds the Customer insurance minimums stated in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.
- b. **Insurance – Provider.** Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Infrastructure and the Chargers; (ii) commercial general liability insurance with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least \$5,000,000 per occurrence and annual aggregate; (iv) employer’s liability insurance with coverage of at least \$1,000,000; and (v) workers’ compensation insurance as required by law. Provider’s insurance will not be called upon to respond to or cover Customer’s negligence or willful misconduct.
- c. **Additional Requirements of Customer and Provider.** Customer, its Drivers, and its agents will cooperate with Provider and any of Customer’s or Provider’s insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received.
- d. **Damage to or Destruction of System.** Customer shall notify Provider immediately of any insurable claims (e.g., damage, destruction) affecting the System of which Customer becomes aware. If the System is substantially damaged

or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such System damage or destruction. Subject to the preceding sentence, insurance proceeds shall be applied to prompt repair, restoration, or replacement of the applicable System components. If Provider elects to repair and restore the System, the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Base Service Fee. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

12. Default, Remedies and Damages.

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this Section 12 within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;
 - iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or
 - v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.
- b. **Remedies.**
 - i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of (A) the date that Customer cures the Default Event in full, or (B) termination of this Agreement. Provider's rights under this Section 12(b) are in addition to any other remedies available to it under this Agreement, at law, or in equity.
 - ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days prior written notice to the Defaulting Party.
 - iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with Exhibit A. In addition, upon termination of this Agreement due to a Default Event, and subject to Section 13, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

13. Hold Harmless and Limitations of Liability.

- a. **General.** Each Party (the "**Covering Party**") shall defend, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Covered Parties**"), from and against any loss, damage,

expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to a breach by the Covering Party of its obligations under this Agreement, or injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covering Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Covering Party to cover the Covered Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covered Party.

- b. **Notice and Participation in Third Party Claims.** The Covered Party shall give the Covering Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Covering Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Covering Party and reasonably satisfactory to the Covered Party. The Covered Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Covering Party. The Covering Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Covered Party may also, at the sole cost and expense of the Covering Party, assume the defense of any Claim if the Covering Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this Section 13 unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Covering Party has no liability under this Section 13 for any Claim for which such notice is not provided if the failure to give notice prejudices the Covering Party.
- c. **Limitations of Liability.**
 - i. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this Section 13, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. Any amount incurred by Provider upon Default Event by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement shall be Provider's direct damages.
 - ii. Except with respect to of Claims and claims concerning Hazardous Substances pursuant to this Section 13, Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this Section 13 will apply whether such liability arises in contract, tort, strict liability, or otherwise.
- d. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.
- e. **Comparative Negligence.** Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

14. Force Majeure. If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event. A "**Force Majeure Event**" means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack attack; piracy; civil unrest or disturbance; fire; earthquake; abnormal weather condition or actions of the elements; epidemic or pandemic; animals; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or

omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment or supplies outside of Provider's control or due to a Force Majeure Event.

15. Assignment and Financing.

- a. **Assignment.**
 - i. Subject to the remainder of this **Section 15(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider's obligations under this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.
 - ii. Notwithstanding **Section 15(a)(i)**, Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 15(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider, including any related titling trust, or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider's obligations hereunder by binding written instrument. The rights of Provider under this **Section 15(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.
- b. **Financing.** The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a "**Financing Party**") in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component thereof, and in Provider's right to proceed, rental and other payments under this Agreement. Provider's rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider's obligations to Financing Party. In furtherance of Provider's financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer's authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer's governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer's use of the System under this Agreement in accordance with this Agreement. Provider agrees to reimburse Customer for its expenses for any such estoppel or consent to assignment related to a financing transaction, not to exceed five thousand dollars (\$5,000). The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this **Section 15**.
- c. **Lender Step-In Right.** Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default Event under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider's obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this **Section 15**. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

16. Confidentiality; Publicity.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act**"), if either Party provides

confidential information (“**Confidential Information**”) to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed under applicable law, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to the Right to Know Act or similar applicable law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.

b. **Goodwill and Publicity.** Neither Party may (i) make any public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

17. Miscellaneous.

- a. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified on the signature page of this Agreement or such other address as either Party may specify in writing pursuant to this Section 17(a).
- b. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.
- c. **Further Assurances.** Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- d. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party’s facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party’s performance under this Agreement.
- e. **Service Contract.** The Customer and Provider intend and agree that this Agreement is a “service contract” within the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.
- f. **Customer-Specific Provisions.** Except as otherwise expressly stated on Exhibit E, the provisions of any Exhibit E included as part of this Agreement replace and supersede any inconsistent provision in the body of this Agreement.
- g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of [REDACTED], without reference to any choice of law principles. The state courts of [REDACTED] and the federal courts sitting in [REDACTED], shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in [REDACTED].

<<<Signature page follows.>>>

HIGHLAND CONFIDENTIAL

INTENDING TO BE LEGALLY BOUND, Provider and Customer, through their duly authorized representatives, are executing and delivering this Agreement, effective as of the Effective Date.

Customer: [Public Entity]

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE ADDRESS:

Contact Name and Title: _____

Contact Phone and Email: _____

Provider: HEF-P [_____], LLC, a wholly owned subsidiary of Highland Electric Fleets, Inc.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

NOTICE ADDRESS:

200 Cummings Center, Suite 273D

Beverly, MA 01915

Contact Name and Title: Benjamin M. Schutzman, Vice President

Contact Phone and Email: 978-288-1105;
ben@highlandfleets.com

Copy: notices@highlandfleets.com

Exhibits

Exhibit A: Vehicle Specifications; Termination Payment Schedule

Exhibit B: System Site Plan

Exhibit C: Commercial Operation Certificate

Exhibit D: Incentive Compliance

Exhibit E: Customer-Specific Provisions

Exhibit A
Vehicle Specifications; Termination Payment Schedule

1. **Vehicle Specifications:** See attached.

2. **Termination Payments.**

Date of Termination due to Customer Default Event	Termination Payment*
From Effective Date through last Operational Date	\$
Contract Year 1	\$
Contract Year 2	\$
Contract Year 3	\$
Contract Year 4	\$
Contract Year 5	\$
Contract Year 6	\$
Contract Year 7	\$
Contract Year 8	\$
Contract Year 9	\$
Contract Year 10	\$
<i>Add additional Contract Years based on Term length.</i>	\$
*	Consistent with Agreement Sections 12(b)(iii), the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement <i>in addition to</i> the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

HIGHLAND CONFIDENTIAL

Exhibit B: System Site Plan

HIGHLAND CONFIDENTIAL

Exhibit C
Commercial Operation Certificate

PROJECT NAME: [_____]
PROJECT ADDRESS: [_____]

OPERATIONAL DATE: [_____]

Pursuant to **Section 2** of the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the “**Agreement**”), dated [_____] by and between [_____] (“**Customer**”) and [_____] (“**Provider**”), this Certificate of Commercial Operation (“**Certificate**”) is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above: (i) the Chargers are installed at the Premises and operational; (ii) the Infrastructure necessary to support such Chargers is installed at the Premises and operational; and (iii) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

IN WITNESS WHEREOF, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF [_____], LLC

By: _____
Name: _____
Title: _____
Date: _____

Customer is executing and delivering this Certificate to confirm Customer’s agreement that the Operational Date is as set forth above.

[_____]:

By: _____
Name: _____
Title: _____
Date: _____

HIGHLAND CONFIDENTIAL

Exhibit D
Incentive Compliance

HIGHLAND CONFIDENTIAL

Exhibit E
Customer-Specific Provisions

CONTRACT FOR
SCHOOL BUS TRANSPORTATION¹

This Contract for School Bus Transportation (this “Contract”) made this _____ day of _____, _____, by and between _____, a _____ school district (the “District”), and _____; a _____ (the “Contractor,” together with the District, the “Parties” and each a “Party”).

WITNESSETH THAT:

WHEREAS, on _____, the District requested a Cooperative Price Quote from Contractor pursuant to its cooperative contract with _____ for student transportation for the period _____ to _____ (the “CPQ”).

NOW, THEREFORE, in consideration of the premise set forth above and the mutual promises set forth below, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE 1.0: GENERAL

- 1.1 This Contract shall be deemed to include the following, each and all of which are hereby incorporated herein by this reference, and all of which, together with this Contract, shall be collectively known as the “Contract Documents”: the CPQ (including any and all attachments, appendices and addenda thereto and instructions contained therein); the Contractor’s quote submitted in response to the CPQ, including without limitation the _____; and _____ (if applicable).
- 1.2 The Contractor shall furnish school bus transportation services for the District in accordance with this Contract. Furnishing transportation for the District shall include, without limitation, the furnishing of all labor, materials, equipment, supplies and services necessary and required, consisting of the following in general: transportation equipment, fuel, maintenance of equipment, operation, supervision, inspection, registration, licensing, insurance, and conformance to all applicable laws, rules, regulations, standards, and bylaws of the United States, the State/Commonwealth of _____, and/or the District.
- 1.3 The Term of this Contract shall be [five (5)] years, commencing _____ and ending _____. School bus transportation services shall be provided for one-hundred and _____ (1_____) days per school year, for each school year, typically commencing in late August or early September and ending in June.
- 1.4 The following terms, or pronouns used in their stead, whenever they appear in the Contract Documents shall be construed as follows, unless the context plainly requires otherwise:
 - 1.4.1 “School bus” shall have the meaning ascribed to that term in _____.
 - 1.4.2 “School pupil” shall have the meaning ascribed to that term in _____.
 - 1.4.3 “School Administration” shall mean and include the Superintendent of Schools and the _____, or their designee, or any person designated by the School Committee

¹ Note to Draft: This is a sample form and is not representative of every contract, as our customers often negotiate changes or prefer to use their own forms. Also, school transportation is highly regulated at the state level, so this contract form will vary greatly depending on which state we are operating in.

and/or School Administration, provided that any designation shall be made in writing to the Contractor, and the scope of authority of the designee shall be plainly stated.

ARTICLE 2.0: SCOPE OF SERVICE

- 2.1 The District transports approximately ____ students to ____ schools within the Town of _____. Additionally late buses, special education buses, field/athletic trips and a video surveillance system may be required as requested by the District. The District may exercise an option, at an additional cost, to require a video surveillance system, monitor or aide on each bus.
- 2.2 The Contractor agrees to provide all and complete student transportation for the purposes of the District including but not limited to buses, drivers and the support personnel necessary to meet the specifications and obligations as contained in the CPQ.
- 2.3 School Administration retains the right to change the minimum number of buses required each year during the Term of the Contract if an increase or decrease in student enrollment or ridership requires such a change. [The District will only be responsible for the payment of actual services provided during the term of the Contract. The District will not be responsible for the payment of estimated services provided in the Contractor's quote. In such a case, the Contract shall be adjusted in accordance with the price stated in the Contractor's quote.]
- 2.4 School Administration retains the right to reasonably change or modify start and end times of the school day throughout the District. The District will provide the Contractor with ninety (90) days written notice of any such material change in the scheduling of the school day. Should any changes necessitate the need for additional buses or additional Regular Bus Routes, the District shall be responsible for these additional costs.
- 2.5 Athletic and field trip buses are to be available as needed as requested by the Athletic Director, School Principals, or their designees.
- 2.6 Late buses are to be available for the District as requested by the School Principals or their designees.

ARTICLE 3.0: PERFORMANCE

- 3.1 The safety of the students and/or those authorized individuals transported under this Contract shall be paramount at any and all times in the performance of this Contract.
- 3.2 Buses shall, as directed and at the times specified, pick up pupils at their respective pick-up points, transport the pupils to their designated schools, and/or other sites, pick up the pupils at the schools and/or other sites to which they were transported, and return the pupils to their respective drop-off points. Routes shall be operated as described in the route descriptions attached hereto as Exhibit "A" unless specified otherwise or, in the case of an isolated bus stop involving a single or solitary bus rider, as close to his/her home as possible to ensure the personal safety of the rider. Further, all buses shall contain an up-to-date copy of the current route description and designated bus stops to be operated by that vehicle on the assigned route(s). No change or adjustment in the bus routes or bus stops shall be made without the prior approval of the School Administration.

ARTICLE 4.0: CONTRACTOR

- 4.1 In the event the Contractor is unable to provide transportation as listed in the CPQ, the School Administration shall have the right to hire the necessary transportation in place of the service the

Contractor does not provide. The cost of this service will be deducted from the Contractor's payment schedule and if applicable referred to the Contractor's bonding company.

- 4.2 If the Contractor shall commit a breach of any provision of this Contract, which breach is not cured within thirty (30) calendar days of written notice thereof from the District to the Contractor, the District shall have the right to terminate this Contract upon written notice to the Contractor.
- 4.3 No assignment or delegation of this Contract or any of the obligations to be performed hereunder, nor assignment of money due or to become due hereunder, shall be made without the prior written consent of the District; provided, however that Contractor may subcontract for components of goods and services that are provided to District hereunder but such subcontracting shall not limit the obligation of Contractor to District and Contractor shall at all times remain liable for performance of the scope of work. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankruptcy, or for reorganization or an agreement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any such event the District may terminate this Contract upon written notice to the Contractor. In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.
- 4.4 The Contract price is subject to an annual increase of _____% per year not to exceed 10% of the Contract price as outlined in the quote.
- 4.5 The Contract price is subject to escalation in the event that fuel costs increase beyond \$_____ per gallon as outlined in the quote. Fuel prices in excess of \$_____ per gallon will be passed on to the District on a usage basis at-cost plus an amount not to exceed 10% of the fuel price.
- 4.6 The Contractor agrees to provide a replacement vehicle or vehicles within [thirty (30) minutes] after receiving notice of a disabled school bus on a route within the district. All replacement buses shall meet all the specifications contained herein.
- 4.7 The Contractor shall coordinate a safety program with the District. The program will include the scheduling and oversight of mandated bus evacuation drills and classroom training safety requirements.
- 4.8 The Contractor must provide for training in school bus driving and safety for each of its drivers in accordance with the laws of _____. The Contractor shall provide with the quote proposal, a detailed description and schedule of all safety programs which are provided to bus drivers on an annual basis.
- 4.9 The Contractor shall maintain an office with appropriate staff so that telephone and radio contact can be made with drivers during the time that students are being transported.
- 4.10 [The Contractor will provide an on-site dispatcher. The dispatcher shall be responsible for oversight of the performance of the Contractor's personnel who are servicing the District hereunder. The dispatcher shall formulate bus routes, stops, loads scheduling, and other responsibilities as assigned. By August 1 of each year, the dispatcher shall prepare all detailed Regular Bus Routes for the upcoming school year and will submit those documents no later than close of business on this date to the District for review and approval. The District shall be the final authority in approving routes, stops, loads, schedules, and other assigned responsibilities and will have authority over the Contractor and its personnel in matters pertaining to the transportation of students in the Contract. The Contractor, through its dispatcher, will maintain and keep current all detailed Regular Bus Routes, and shall provide those documents to the District upon request.]

- 4.11 The Contractor or its representative must appear for conferences or to address specific issues when requested by the District at no additional cost to the District.
- 4.12 The Contractor may not engage in any activity that is in violation of the state's conflict of interest law, _____. The Contractor hereby certifies that no officer, agent or employee of the District has a pecuniary interest in this Contract; and that the Contractor's quote which led to this Contract was made in good faith without fraud or collusion of any kind; and the Contractor is acting solely in its own behalf without current, pending or anticipated connection with or obligations to any undisclosed person, firm or organization.
- 4.13 At the option of the District, drivers may be required to participate in the District's annual anti-bullying training. Training will be provided by the District. The Contractor will be responsible for compensating drivers for their time.
- 4.14 All Contract amendments must be in writing and signed by the Contractor or its authorized agent and the _____ School Committee.
- 4.15 The Contractor shall employ sufficient and competent personnel to fulfill the requirements of all rules, regulations, and laws concerning school bus transportation and for requirements of the CPQ. [Sufficient spare drivers must be available to ensure that the on-site dispatcher remains in the office during all times of student transportation. The on-site dispatcher should only drive a bus in the case of an unexpected emergency.] Normal driver absences are not considered an emergency. The Contractor must always attempt to secure a spare driver.
- 4.16 The Contractor shall provide in an expedient and timely manner to the District all correspondence and communications received by the Contractor relative to the conduct of transportation operations from any enforcement or regulatory agency overseeing transportation and/or business operations, which relate to matters affecting either or both parties to this Contract.
- 4.17 The Contractor shall report every accident involving a school bus immediately by phone or direct personal communication to the School Administration or its designee after its occurrence. A complete and accurate written report must be submitted to School Administration within twenty-four (24) hours following any motor vehicle accident or student personal injury incident.
- 4.18 Students who incur a personal injury on a school bus that did not involve a motor vehicle accident must be reported to School Administration immediately after the occurrence and at the latest by the next business day. A complete and accurate written report must be submitted to School Administration within twenty-four (24) hours following any accident or incident causing student personal injury.
- 4.19 The Contractor is responsible for ensuring that the number of school children riding on buses furnished under this Contract shall not exceed the number of seats for which the vehicle is rated. The Contractor shall not allow more than two students per seat on High School routes.
- 4.20 The Contractor will provide documented evidence of a structured safety program, which includes ongoing driver training, CPR training, first aid training (including epi-pen use), monthly safety meetings and in classroom instruction for drivers. A description of the program must be provided to the District by August first (1) of each of the contract years.
- 4.21 The Contractor along with responsible personnel is responsible for the safety and supervision of the children transported under the Contract. No Kindergarten children are to be released without the supervision of a parent, or approved temporary care provider. If there is no one to meet the child, the child is to be kept on the bus and the dispatcher notified immediately. The child will be

returned to the school unless other instructions are forwarded through the dispatcher from the school.

- 4.22 The Contractor shall make available to the District upon request all records required to be maintained by school bus transportation contractors, all records of employees, and all maintenance records with respect to equipment furnished under the Contract.
- 4.23 The Contractor is responsible for providing practice and instruction to drivers and monitors with regard to the location, use, and operation of all emergency procedures and equipment. Prior to the opening of the school year, and as necessary throughout the year, drivers shall travel their assigned routes until they become familiar with all stops and roads. The Contractor will provide in-service training for drivers and monitors in the following areas:
 - Driver conduct with respect to parent and student relations.
 - Student management and proper handling of student misbehavior.
 - Application of District transportation policies.

ARTICLE 5.0: CONTRACTOR PERSONNEL

- 5.1 Driving record checks are performed by the _____ at the time of the application/renewal for a _____ Certificate to drive a school bus. The District shall CORI all bus drivers proposed to be employed by the Contractor. No bus driver shall drive any vehicle on behalf of the District until the CORI has returned to the District and the District has authorized the bus driver to drive the bus route. Additionally, all bus drivers must submit their fingerprints to _____ as a requirement of this Contract. Any costs related to the _____ will be the responsibility of either the Contractor or the individual bus driver. _____ results for all drivers must be forwarded to the District for review and approval. No bus driver shall drive any vehicle covered by this Contract until his/her _____ results have been reported to the District and the District has authorized the bus driver to drive a bus. The School Administration reserves the right to reject any application at his/her discretion. The Contractor is responsible for enforcing the School Administration's' approval or rejection of applications. Notwithstanding the above, the Contractor is the sole and exclusive employer of all the school bus drivers. The Contractor agrees to indemnify the District and School Committee for any action brought by any school bus driver, or applicant for the position of school bus driver, as a result of the application of this section of the Contract.
- 5.2 The School Administration reserves the right, acting in the best interest of the students, to require the Contractor to immediately remove a school bus driver from performing services under this Contract. The Contractor is responsible for enforcing the School Administration's decision to remove a school bus driver from performing services pursuant to this Contract.
- 5.3 If the Contractor chooses to permit employees, while performing work pursuant to the Contract, to be accompanied by passengers not authorized by this Contract (such as preschool age children), said employees shall, in a form provided by the Contractor, acknowledge in writing that the District and the School Committee are not responsible for any injuries to said passengers on or off school property. The Contractor hereby agrees to assume all risk of injuries resulting to any individuals accompanying the bus driver while operating their routes and/or performing any work under this Contract. Such passengers shall be subject to all policies, rules and regulations, governing student conduct and behavior as set forth by the School Committee and by School Administration and by school principal(s) while a passenger on the bus. The District reserves the right to prohibit employees of the Contractor from bringing with them and/or transporting passengers not employed under this Contract.

5.4 All transportation personnel are the responsibility of the Contractor and are Contractor employees. The Contractor shall not allow any person to provide services under this Contract who is not physically and/or emotionally capable of performing the duties of his/her position.

5.5 All Contractor employees who provide services under this Contract must meet all legal and regulatory requirements for holding the position in which they are employed and shall be in compliance with all requirements of law, and all regulations of the Department of Transportation, including required licensing, training and certification. In addition, the Contractor is responsible for fulfilling fingerprinting requirements (_____), background check requirements (CORI), and drug and alcohol testing requirements pursuant to all Federal Department of Transportation and State Department of _____ laws and regulations.

5.6 The Contractor will provide the District with a list of driver and monitor names and each driver's accident record for the last three years by August 1st of each year. In the event of changes in driver personnel, the Contractor will not use a new driver to perform any services under this Contract, until a _____ and CORI have been completed and the driver has been approved by the School Administration.

5.7 The responsibility for hiring and discharging personnel under the terms of the Contract is vested with the Contractor, subject to review and approval by the District of any personnel who have contact with students. The District reserves its right to withdraw or revoke at any time its approval of any Contractor personnel providing services under this Contract who have direct contact with students.

5.8 At the option of School Administration, drivers may be required to attend parent/student conferences when requested by the School Administration at no additional cost to the Committee. Drivers will complete "Bus Conduct Reports" for both safety and discipline violations. All copies will be submitted to the office of the principal of the students involved.

5.9 Drivers will at all times be courteous and exemplary in speech and actions. No physical abuse or vulgar language is acceptable and any will be grounds for dismissal. The conduct of students is to conform to District rules and policies and the expectations of drivers is to be consistent and in conformity with such rules and policies.

5.10 Drivers will not leave a bus unattended when students are on a bus. In an emergency, the driver's first concern must be for the safety of children.

5.11 Drivers and/or monitors will not take direct disciplinary action against any student. Cases that require disciplinary action as a result of a violation of District rules or policies shall be reported to the principal of the child's school in the appropriate manner. This does not preclude a driver from taking reasonable action to prevent a child from taking actions which might cause harm to others, themselves, or property.

5.12 All bus doors shall be kept closed while the bus is in motion. Drivers shall conform to posted speed limits and method of operation to insure a high degree of safety for students.

5.13 The Contractor agrees that appropriate personnel will attend such training requested by the District, which may be offered by regulatory agencies.

5.14 All drivers shall complete all courses required by regulatory agencies and evidence thereof shall be filed with the School Administration.

5.15 The District may provide bus monitors to assist the driver on any school bus.

- 5.16 The Contractor is to inform all personnel providing services under this Contract that changes in routes, stops, or schedules may only be made at the request and approval of the School Administration.
- 5.17 Drivers may not deny transportation to any student assigned to their bus for any reason unless authorized to do so by the District. Students will not be put off a bus by the driver at any time. Drivers will drop off students only at their regular bus stop unless authorized by the School Administration to do otherwise.
- 5.18 The Contractor and its drivers will require students, when leaving the bus and crossing the road to the opposite side, to pass in front of the bus, taking extreme caution with the traffic; and the driver will keep the bus standing with the flashing lights operating and the stop arm extended until all students have crossed the road safely. The driver shall caution the children with respect to any approaching traffic from either direction.
- 5.19 Other than in an unanticipated emergency, the dispatcher is not to be assigned to drive a bus route. The Contractor shall resolve any dispute in this matter in conformity with the District's preference. The dispatcher is to be available to the Department during the hours that transportation is being provided to the District.
- 5.20 School Administration will consult with the Contractor or Contractor's designee concerning altering or canceling service during inclement weather or unforeseen emergencies. The District has the sole authority for altering or canceling bus service on any given day.
- 5.21 The Dispatcher will assist the District in any investigation or reports relating to a complaint against a driver or other Contractor employee providing services under this Contract.
- 5.22 At the option of the District, District provided monitors may be used to ensure that students are safely assisted off/on and to/from school buses. The monitor will also assist the driver in maintaining acceptable behavior on the bus.
- 5.23 The Contractor acknowledges that it shall perform services under the Contract as an independent contractor, responsible for methods and means used in performing the services under this Contract, and it is not to be considered to be an employee of the District. No employee, agent, or representative of the Contractor shall be entitled to receive any benefits of employment with the District, including without limitation, salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension, deferred compensation, workers' compensation or unemployment benefits.
- 5.24 Drivers, at the end of every route, will thoroughly inspect the bus to ensure that all students have been dropped off and that no students remain on the bus.

ARTICLE 6.0: CONTRACTOR EQUIPMENT

- 6.1 The Contractor shall either a) have and use a licensed two-way radio communications network system or b) provide all drivers with a cell phone. Any such radio communication system shall have sufficient range to communicate between the bus dispatcher, contractor representative, and buses in the transportation area covered by this Contract. Any such cell phone network shall have sufficient coverage as to eliminate any dead zones within the area covered by this Contract. Cell phones shall not be used while driving, except in an emergency situation.
- 6.2 The Contractor is responsible to provide vehicles and equipment which are constructed, equipped, and maintained in conformity with all applicable laws, regulations, and rules of the federal

government and the _____. The attention of all concerned is particularly directed to the following sections of _____ of the State/Commonwealth of _____:

(a) _____:

6.3 Buses furnished must comply with the _____ of the State/Commonwealth of _____ and the Rules and Regulations of the _____ relating to the transportation of public school children.

6.4 The Contractor will determine the minimum number of buses required to be used in respect to this Contract and will have available no less than _____ spare(s), each with a minimum seating capacity of _____ pupils, conforming to standard specifications or better. Chassis and body must conform to all federal standards and must fully meet or exceed all requirements of the State/Commonwealth of _____. The buses furnished by the Contractor hereunder must be no older than ten (10) years at any point during the Term.

6.5 The Contractor furnishes herewith to the District a detailed description of each bus to be used for service initially under this Contract, including year of manufacture, make and model of bus, make of body, vehicle identification number, seating capacity, present mileage, and condition of bus. The District reserves the right to reject any vehicle deemed unacceptable.

6.6 If any vehicle fails two consecutive _____ inspections, it cannot be used to fulfill the obligations of this Contract and must be immediately replaced by a vehicle which fully conforms to all specifications.

6.7 At the option and cost of the District, selected buses shall be equipped with a video surveillance system. At a minimum, the system must have the capability of providing coverage of the following: video of the bus occupants, driver, roadway in front of the bus, and boarding/unloading of the bus, speed of the bus, and time and date of the video. The video surveillance system shall require the pre-approval of the School Administration.

6.8 Buses are to be marked on the side with the wording “_____.” with the route number to be displayed _____. Buses are not to be marked in any other manner for the purpose of advertising.

6.9 The Contractor agrees to keep each bus clean, in good appearance, and in good working order and to furnish at the Contractor's expense all necessary fuel, oil, grease, tires, maintenance, and repairs throughout the period of the Contract. The Contractor shall obtain and maintain all applicable permits, licenses and approvals necessary for the performance of this Contract.

6.10 The District reserves the right to inspect buses used in connection with this Contract. A bus may be rejected for use by the District and shall be replaced by an acceptable vehicle until deficiencies are corrected.

6.11 The Contractor will provide to the District by August 1st of each year a complete list of buses to be used in the Contract by body number, chassis number, registration number, make, model, year, fuel type and seating capacity.

6.12 The Contractor is to maintain a schedule of inspection and repair which ensures the efficient and safe operation of buses used in performing services under this Contract. The Contractor is expected to have conducted daily pre-trip inspections of buses as well as maintain buses as follows:

- daily cleaning of interior;
- daily inspection of lights and brakes;

- daily inspection of tires with prompt removal and replacement of worn out or defective tires; and
- complete inspection of each vehicle every _____ thousand miles or in accordance with State/Commonwealth requirements.

6.13 The Contractor will require appropriate employees to check buses at the conclusion of each bus trip to be certain all pupils have departed and to check for vandalism

6.14 Retired buses are not approved to serve as spares, emergency or extra-curricular transportation.

6.15 The cost of damage to buses, including any damage caused by students, shall not be the responsibility of either the District or the School Committee.

6.16 Quote assumes that the District will provide real estate for the storage of the buses. Contractor is not responsible for providing real estate. In the event that Contractor is asked to provide real estate, any associated costs will be passed on to the District at a rate not to exceed Contractor's actual costs plus _____ % (not to exceed 10%).

ARTICLE 7.0: GENERAL

7.1 During inclement weather or other emergency, the School Administration has sole authority for altering bus schedules or canceling bus service. Should bus service be requested, the Contractor will abide by the decision of the District. No additional cost will be incurred by the District for early releases or cancellation of service due to inclement weather or other emergency.

7.2 Buses shall be on the premises of the school building(s) or facilities to deliver pupils in the morning no later than five (5) minutes before the time set for the opening of school and not earlier than fifteen (15) minutes before the time established for the opening of school. Buses shall be on said premises to pick up pupils in the afternoon no later than five (5) minutes before the time set for the close of school (unless specified otherwise) or, in the case of late buses, no later than five (5) minutes before the time established by the school principal(s).

7.3 The School Administration will be notified of all accidents and/or injuries pursuant to Article 4 (subsections 4.17 & 4.18) above. Accidents must be reported to the appropriate authorities including the appropriate police department. Should a bus accident occur, the Contractor will provide another vehicle and driver for transportation of students.

7.4 The School Administration shall have complete authority over the Contractor in all matters relating to this Contract.

7.5 To the maximum extent possible, the same driver will be scheduled to drive both morning and afternoon runs on all regular Bus Routes.

7.6 Liability for the Contractor's employees is the responsibility of the Contractor.

7.7 In the event the District terminates this Contract because of a failure of the Contractor to perform to the specifications of the Contract, the Contractor shall indemnify and hold harmless the District for all costs, damages and losses that are incurred by the District because of the Contractor's failure to provide service, including without limitations, cost of substitute transportation, and attorneys' fees incurred in enforcing this obligation.

7.8 The Contractor shall provide reports as requested by School Administration that relate directly to the performance of this Contract including matters relating to the Contractor's employees.

7.9 At any point during the term of this Contract, Contractor may, at its sole discretion, transition any transportation services provided by diesel/propane school buses to electric school buses, provided that Contractor is able to provide and/or transition said services to electric school buses without an increase in Contract price to the District. Notwithstanding the foregoing sentence, the District may, at its sole discretion, choose to increase the Contract price paid to Contractor under this Contract by an amount as approved and allocated by the District, in order to further support the transition from diesel/propane school buses to electric school buses. District agrees to use reasonable efforts to cooperate with Contractor to complete the transition of services from diesel/propane school buses to electric school buses, including but not limited to authorizing Contractor to apply for fleet electrification incentive funding on District's behalf. Should Contractor or District receive any federal, state, local, or other incentive funding in connection with the provision of services using electric school buses, all such funding shall be paid or credited to Contractor to support the transition of services. Should Contractor choose to exercise its right to transition services under this provision, Contractor shall provide thirty (30) days advance written notice to District. Upon the provision of written notice of the intent to transition services, Contractor and District agree to use reasonable efforts to enter into a new agreement for the provision of fleet electrification and pupil transportation services, which new agreement shall contemplate the transition of services from diesel/propane school buses to electric buses, and which new agreement shall be for a term not to exceed the maximum allowable contract length under relevant state law(s).

[ARTICLE 8.0: PERFORMANCE BOND]

8.1 A performance bond shall be required guaranteeing the fulfillment of all terms and conditions of this Contract and renewable annually in advance for the Term of this Contract, issued by a surety company licensed by the _____ in the amount of 100% of the quote price for each year, and which is acceptable to and in favor of the District (the "Performance Bond"). The Performance Bond shall have a Best Company rating of A.

8.2 The Contractor shall furnish a Performance Bond equal to 100% of the annual contract for the first year of the Contract and each year thereafter. Such bond shall be maintained in full force and effect without lapse from year to year within the Term. Failure of the Contractor to provide a Performance Bond reasonably acceptable to the District in a timely manner will be grounds for termination.

8.3 The Performance Bond shall be delivered to the Office of the _____ within fifteen (15) working business days following written notification of the quote award and prior to August 1 for each succeeding year of the Term.

8.4 If the Contractor is unable to obtain a Performance Bond, the District may withhold the quote security. In the event the contractor fails to maintain the Performance Bond during the life of this agreement, the District may deduct five percent (5%) of all sums due the Contractor each month for each month or part thereof in which such Performance Bond is not maintained. The District must be given at least one hundred and twenty (120) day's notice of any intent to cancel the Performance Bond. Cancellation of the Performance Bond will be considered a significant default, warranting termination of this Contract by the District.]²

ARTICLE 9.0: INSURANCE

9.1 The Contractor shall take out and maintain at all times during the Term of this Contract motor vehicle and general liability insurance with a combined single limit (that includes both bodily injury and property damage) in the amount of five million dollars (\$5,000,000), which insurance policy (or policies) shall protect the Contractor from claims for damages for personal injury, including

² This section to be included as required based on applicable state laws.

accidental death, and from claims for property damage which may arise from operations under this Contract, whether such operations be by itself or by anyone directly or indirectly employed by the Contractor. The preceding limits may be obtained under a combination of primary liability and so-called excess liability or umbrella insurance policies. Furthermore, the Contractor shall supply School Administration with one or more certificate(s) of insurance for such insurance coverage as specified above in which the _____ of _____ and the District shall be named as additional insured parties to the Contractor's policy or policies.

- 9.2 Before commencing performance of this Contract, the Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under _____ the Workers' Compensation Act to all persons to be employed under this Contract and shall continue such insurance in full force and effect during the Term of this Contract. Failure to provide and continue in force such insurance shall be deemed a material breach of this Contract and may warrant immediate termination hereof. The limit for the employer's liability (Coverage B) is to be five hundred thousand dollars (\$500,000) with excess coverage provided by the liability insurance required in subsection 9.1, above.
- 9.3 The Contractor shall submit to the School Administration, certificates of insurance containing the following language: "No cancellation of, or change or revision in, the insurance by the Insured, the existence of which Insurance is evidenced by the certificate(s), shall be valid unless notice thereof is given to the School Administration, and the School Committee, c/o _____ at least sixty (60) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid and evidence by a return receipt."
- 9.4 The Contractor shall file a copy of the insurance policies required to be carried by it under the Contract with School Administration by August 1st of each school year during the Term of this Contract.

ARTICLE 10.0: INDEMNITY

- 10.1 To the fullest extent permitted by law, each Party shall indemnify, defend and hold harmless the other Party and its officers, employees, boards, committees and agents from and against any and all loss, liability, damages, claims, causes of action, suits, and costs, including reasonable attorneys' and expert witness fees, caused in whole or in part by the willful misconduct or negligent acts or omissions of the indemnifying Party or its officers, employees, or agents in connection with the terms of this Contract, regardless whether such loss, liability, damages, claims, causes of action, suits, or costs are caused in part by a party indemnified under this provision or some third party. The obligation to indemnify will be in addition to and shall not be limited or otherwise affected by any obligation of the Contractor to add the District, together with any required groups or persons, as additional insureds to its liability insurance policy or policies.

ARTICLE 11.0: ADDITIONAL CONTRACT TERMS AND CONDITIONS

- 11.1 For regular bus service the Contractor will bill and be paid in ten (10) equal, monthly payments of the yearly Contract price September through June. All other services including special education buses, late buses, field trips and athletic trips will be billed monthly at the additional per-diem rate not to exceed twice the stated per-diem rate in the quote plus mileage.
- 11.2 The Contractor shall only be compensated hereunder for services delivered to and accepted by the District in accordance with the specific terms and conditions of this Contract.
- 11.3 The District reserves the right to cancel this Contract with written notice to the Contractor at any time for breach as outlined in Section 4.2 of this Contract.

11.4 The Contractor shares with the District the responsibility of complying with _____, which requires classroom instruction in safe riding practices and on-bus emergency evacuation drills as follows:

“ _____ ”

The Contractor is responsible to provide for emergency evacuation drills to meet the requirements of the above-quoted statute.

11.5 In the event of any ambiguity, inconsistency or error in any of the terms of this Contract, the School Administration shall interpret such terms and their interpretation shall be binding upon the parties.

11.6 The School Administration shall represent the District in all matters pertaining to this Contract.

11.7 The Contractor and its personnel shall protect the physical safety of all transported students during transportation.

11.8 Acceptance by the Contractor of any payment or partial payment without timely written objection by the Contractor shall in each instance operate as a release and discharge of the District from all claims, liabilities or other obligations relating to the performance of the District's obligations hereunder arising prior to such acceptance.

11.9 The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment, nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in tenure, position, promotional opportunities, wages, benefits, or terms and conditions of employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law.

11.10 Forbearance or indulgence in any form or manner by a party shall not be considered as a waiver in any way of the legal or equitable rights and remedies available to such party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

11.11 The Contractor shall bear the risk of loss with respect to all materials, supplies and equipment used by the Contractor hereunder.

11.12 Any action concerning or arising out of this Contract shall be brought and maintained only in the state or federal courts in _____. This Contract shall be governed by and construed and enforced in accordance with the substantive laws of the State/Commonwealth of _____, without regard to the conflicts of laws provisions thereof.

11.13 Time is of the essence of this Contract.

11.14 If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Contract, or affect the application of such provision to any other circumstances, and this Contract shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.

11.15 Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

a. Any notice to the District hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

with a copy to:

or to such other address(es) as the District may designate in writing to the Contractor.

b. Any notice to the Contractor hereunder shall be delivered by hand or sent by registered or certified mail, return receipt requested, postage prepaid, to:

with a copy to:

or to such other address(es) as the Contractor may designate in writing to the District.

11.16 This Contract constitutes the entire agreement between the District and the Contractor concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. The Contractor acknowledges that it has not relied on any representations by the District or by anyone acting or purporting to act for the District or for whose actions the District is responsible, other than the express, written representations set forth herein, in the Contract Documents and in any document expressly incorporated herein.

11.17 To the fullest extent allowed by law, the Contractor hereby agrees that no elected or appointed official, officer, employee, servant, agent or representative of the District shall be individually or personally liable on or with respect to any obligation of the District hereunder.

11.18 By entering the Contract, the representative of the Contractor hereby certifies, under penalties of perjury, that the Contractor has complied with all laws of the State/Commonwealth of _____ relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

[Signature Page Follows]

Signed and sealed under the pains and penalties of perjury as of this ____ day of ____, ____.

[NAME OF DISTRICT]

By: _____

By: _____

[NAME OF CONTRACTOR]

By: _____
President

By: _____
Treasurer

EXHIBIT "A"

Anticipated Bus Transportation Needs for Duration of the Contract Term (___ years)

<u>Bus Units</u>	<u>Service Times</u>
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Regular Route Buses:

School Administration also retains the right to reasonably change or modify start and end times of the school day throughout the District. The District will provide the Contractor with ninety (90) days written notice of any such material change in the scheduling of the school day. Should any change necessitate the need for additional buses or additional Regular Bus Routes, the District shall be responsible for those additional costs.

Request for Taxpayer
Identification Number and CertificationGo to www.irs.gov/FormW9 for instructions and the latest information.Give form to the
requester. Do not
send to the IRS.**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)					
	Highland Electric Fleets, Inc.					
	2 Business name/disregarded entity name, if different from above.					
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.					
	<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____					
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
	Exempt payee code (if any) _____					
	Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____					
	(Applies to accounts maintained outside the United States.)					
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____						
5 Address (number, street, and apt. or suite no.). See instructions.			Requester's name and address (optional)			
200 Cummings Center, Suite 273D						
6 City, state, and ZIP code						
Beverly, MA 01915						
7 List account number(s) here (optional)						

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>
or								
Employer identification number								
8	3	-	3	0	9	8	1	6
5								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	
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Date 2/12/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they



Highland Depot

Product Overview

Owning your vehicles and letting Highland implement and manage everything else required to keep your fleet charged and running smoothly – all with no upfront costs.

Depot services include:

- ✓ Incentive Support and Financing
- ✓ Feasibility Study
- ✓ Electrical Load Analysis and Utility Coordination
- ✓ Charger Procurement
- ✓ Project Planning, Permitting, and Installation
- ✓ Fixed Energy
- ✓ Charge Management Software
- ✓ Staff and Driver Training
- ✓ System and Charger Maintenance
- ✓ Ongoing Support and Troubleshooting
- ✓ 97% Charger Uptime Guarantee

Highland Value Adds



No Upfront Costs

Electrification becomes more accessible with a long-term contract, improving budget predictability.



Ensure Daily Reliability

Highland delivers a 97% charger uptime guarantee, ensuring your vehicles are ready for daily operations.



Mitigate Charging Infrastructure Risk

Highland owns and maintains all charging equipment, managing installation, support, and hardware replacement to minimize downtime.



Simplify Procurement

From initial planning through daily operations, Highland manages the entire process, eliminating the need to coordinate across multiple vendors or contractors.

Highland: Your partner in fleet electrification



Electrify your fleet with a performance guarantee



No upfront costs & affordable fixed payments

Highland Fleet



Electric School Buses

- ✓ Procurement – working with your local dealer & directly with OEMs to acquire electric school buses

- ✓ Delivery – on-time delivery with pre-ordered vehicles



Bus Depot Electrification

- ✓ Infrastructure – utility interconnection & equipment, site design & permitting, engineering & installation

- ✓ EV supply equipment – chargers, balance of system, maintenance



Fleet & Charge Management Software

- ✓ Advanced charging capabilities – managed charging & V2G
- ✓ Comprehensive fleet view

- ✓ Customizable electric fleet data
- ✓ Platform training



Electricity (Fuel)

- ✓ 100% of electricity expenses associated with charging operations
- ✓ Savings from tariff management, managed charging, and V2G

- ✓ Fixed electricity costs – eliminating exposure to volatile energy prices



Vehicle Maintenance Support

- ✓ Your mechanics & staff – parts reimbursed at cost
- ✓ Dealer claims & parts management to expedite repairs

- ✓ Maintenance planning & routine vehicle inspection
- ✓ Service promise – 30 minute issue response times & status updates

ABOUT HIGHLAND

Highland Electric Fleets is the leading provider of fleet electrification-as-a-service for municipal and government fleets in North America. Active in 30 states and Canada, Highland is responsible for the largest electric school bus deployment in the United States.



info@highlandfleets.com

978.288.1105

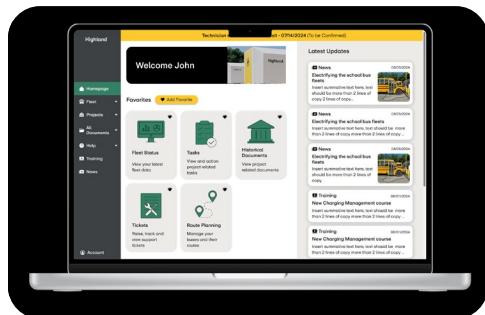


highlandfleets.com

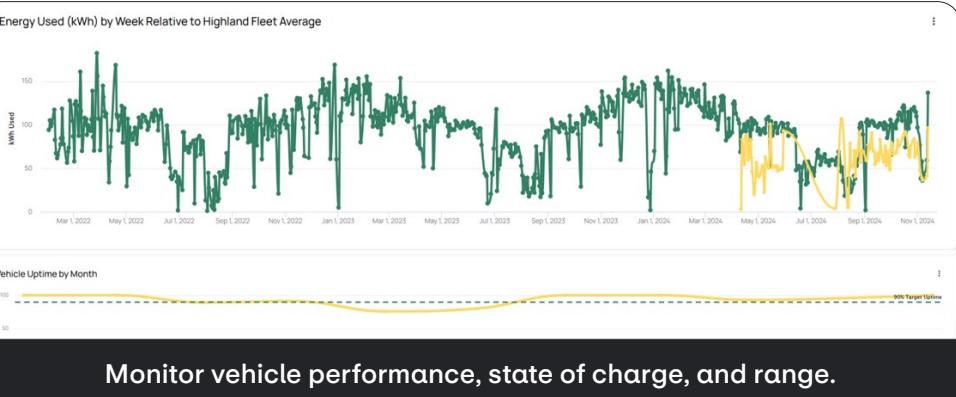
Highland FleetX

Your EV Fleet at Your Fingertips

Everything you need to get to know and manage your EV fleet.



FleetX is available on mobile, tablet, and desktop.



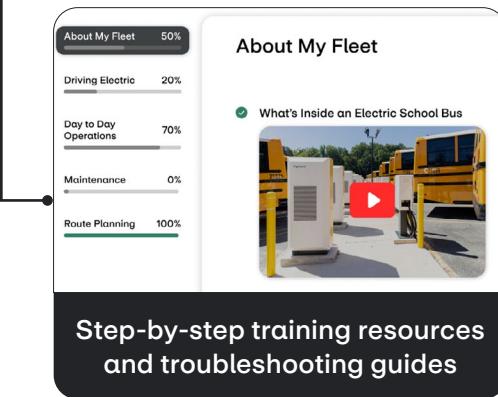
Monitor vehicle performance, state of charge, and range.

ISSUE DATE	LAST UPDATE	STATUS
08/05/2024 : 10h : 42m	12mins	● Open
08/05/2024 : 10h : 42m	12mins	● In Progress
08/05/2024 : 10h : 42m	12mins	● Delayed

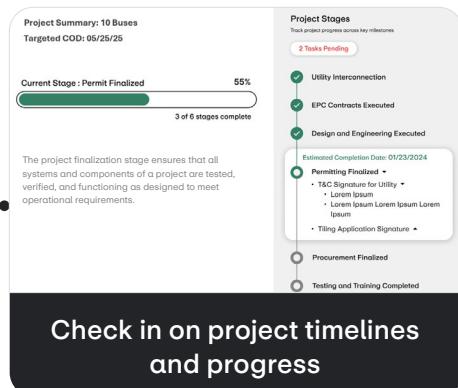
Submit and track support tickets

DOCUMENT TITLE
Stage 2 Update Meeting Recording NEW
Stage 1 Update Meeting Recording, Part 2 NEW
Stage 1 Update Meeting Recording, Part 1 NEW
V1 Customer Journey Map Stages NEW

Download documents, meeting notes, and vehicle specs



Step-by-step training resources and troubleshooting guides



Check in on project timelines and progress

How to Access FleetX
(launching early 2025)

Current Customers

Contact your Highland Customer Success Manager to get early access.

New Customers

Email info@highlandfleets.com or Call 978.867.0575

RouteX Shift: Turnkey Student Transportation Services



Streamline procurement and save time and money on your student transportation services, with RouteX Shift

RouteX Shift



Fully contracted, route management service for student transportation

- ✓ Drivers & Dispatching
- ✓ School Buses, Vans etc.
- ✓ Safety First Compliance
- ✓ Fuel, and Chargers (if applicable)
- ✓ Maintenance
- ✓ Comprehensive Fleet Management

Competitively awarded student transportation services



Safe & Reliable

Pupil transportation is what we do. Our community first approach puts your needs first.



Affordable

Eliminate upfront costs for vehicles, drivers, dispatching, and maintenance expenses.



EV Transition Guarantee*

We source grants, incentives and financing to shift contracted routes to electric with no added cost.



*Route transition contractual obligation upon cost-parity, including grant or other funding

RouteX:

Turnkey Electric School Bus Service & Transportation



Streamline electrification with end-to-end support, from planning and installation to maintenance and operations.

RouteX*



Fully contracted, route management service for student transportation

- Drivers & Dispatching
- School Buses, Vans etc.
- Safety First Compliance
- Fuel, and Chargers (if applicable)
- Maintenance
- Comprehensive Fleet Management

Competitively awarded student transportation services



Simple

We plan, procure, implement, and operate your electric fleet for you



Reliable

97% uptime guarantee



Affordable

Eliminate upfront costs, energy cost volatility and unexpected maintenance costs



AEPA 026-E Student Transportation Solutions Questionnaire (Q-45OR)

Cover Letter

September 16, 2025

The Association of Educational Purchasing Agencies

Dear AEPA:

This document presents full, verbatim responses from the required form (titled 'AEPA 026-E Part D Student Transportation Solutions Questionnaire (Q-45OR)_Highland') due to the difficulty of viewing these responses in the Excel file.

Thank you for the opportunity to bid on AEPA 026-E Student Transportation Solutions. We look forward to hearing from you.

Sincerely,

Ben Sonnega

Ben Sonnega
Partnerships Manager
Highland Electric Fleets, Inc.
ben.sonnega@highlandfleets.com

Question Set 1: Company Information

#	Question	Response
1.0.1	Name of Company:	Highland Electric Fleets, Inc.
1.0.2	Company Address:	200 Cummings Center, Suite 273D
1.0.3	City, State, zip code:	Beverly, MA 01915
1.0.4	Website:	https://highlandfleets.com/
1.0.5	Contact Person:	Susan Weber
1.0.6	Title:	Proposal and Grant Manager
1.0.7	Phone:	978-979-1019
1.0.8	Email:	susan@highlandfleets.com
1.0.9	Is this Business a Public Company?	No
1.0.10	Is this Business a Privately Owned Company?	Yes
1.0.11	In what year was this business started under its present name?	2023
1.0.12	Under what additional, or, former name(s) has your business operated?	Highland Electric Transportation
1.0.13	Is this business a corporation? If yes, complete the following questions.	Yes
1.0.14	Date of Incorporation:	January 4, 2019
1.0.15	State of Incorporation:	Delaware

1.0.16	Name of President:	Duncan McIntyre
1.0.17	Name(s) of Vice President(s):	Duncan McIntyre, CEO; Brendan Beasley, General Counsel; Brian Buccella, Chief Commercial Officer; Gaurav Dubey, Chief Financial Officer; Ben Schutzman, Chief Operating Officer; Mahour Rahimi, Chief of Staff; Erika Carlson, Vice President of People; Ron Behrman, Vice President, Supply Chain; Blake Connolly, Vice President, Fleet Operations; Chad Parsons, Vice President, Development; Evelyn Krasnow, Senior Vice President, Marketing; Marc Riccio, Vice President of Strategic Partnerships; Matt Stanberry, Senior Vice President, Market Development; Nicole Lewandowski, Vice President, Commercial Operations; Austin Marshburn, Vice President, Business Development.
1.0.18	Name of Treasurer:	Guarav Dubey
1.0.19	Name of Secretary:	Brendan Beasley
1.0.20	Is this business a partnership? If yes, complete the following questions.	No
1.0.21	Date of Partnership:	n/a
1.0.22	State Founded:	n/a
1.0.23	Type of Partnership, if applicable:	n/a
1.0.24	Name(s) of General Partner(s):	n/a
1.0.25	Is this business individually owned? If	No

	yes, complete the following questions.	
1.0.26	Date of Purchase:	n/a
1.0.27	State Founded:	n/a
1.0.28	Name of Owner/Operator:	n/a
1.0.29	Is this business type different from those identified above?	No
1.0.30	If yes, describe the company's type of format, year and state of origin and names and titles of the principles.	n/a
1.0.31	Is this business women-owned?	No
1.0.32	Is this business minority-owned?	No
1.0.33	Does this business have an Affirmative Action plan/statement?	yes
1.0.34	Enter business headquarters location including address, city, state, zip, phone number.	200 Cummings Center, Suite 273D, Beverly, MA 01915
1.0.35	How long have you been at this location?	5 years
1.0.36	Enter business branch locations, if any. Include address, city, state, zip, phone number for each.	5299 DTC Blvd, Suite 1160 Greenwood Village, CO 80111 978-288-1105
Sales History		
1.1.1	What percentage of your annual sales comes from public entities?	100.00%
1.1.2	Provide your business's annual sales for 2023 for K-12 schools.	\$98,971,815 - total annual sales including executed contract value and associated grants/incentives

		(U.S only, not including EPC projects)
1.1.3	Provide your business's annual sales for 2024 for K-12 schools.	\$155,593,646 - total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)
1.1.4	Provide your business's annual sales for 2023 for cities, counties, and other public entities.	\$0.00
1.1.5	Provide your businesses annual sales for 2024 for cities, counties, and other public entities.	\$0.00
1.1.6	Provide your business's annual sales for 2023 for higher education.	\$0.00
1.1.7	Provide your business's annual sales for 2024 for higher education.	\$0.00
1.1.8	Provide your business's annual sales for 2023 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$98,971,815 - total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)
1.1.9	Provide your business's annual sales for 2024 for K-12 schools for products and services that meet the scope of work in this solicitation.	\$155,593,646 - total annual sales including executed contract value and associated grants/incentives (U.S only, not including EPC projects)
1.1.10	Provide your business's annual sales for 2023 for cities, counties, and other public entities for products and	\$0.00

	services that meet the scope of work in this solicitation..	
1.1.11	Provide your businesses annual sales for 2024 for cities, counties, and other public entities for products and services that meet the scope of work in this solicitation..	\$0.00
1.1.12	Provide your business's annual sales for 2023 for higher education for products and services that meet the scope of work in this solicitation..	\$0.00
1.1.13	Provide your business's annual sales for 2024 for higher education for products and services that meet the scope of work in this solicitation..	\$0.00

Key Contacts

1.2.1. Please provide the name, title, phone and email for your Contract Manager

Ben Sonnega, Partnerships Manager, 734-377-1865, ben.sonnega@highlandfleets.com

1.2.2. Please provide the names, phone and email for your Distributors, Dealers, Installers, Sales Reps.

Highland employs a mix of direct employees, local partners, authorized resellers, dealers, and, where applicable, vetted, licensed subcontractors for site prep and depot/bus barn development.

All sales are coordinated through Highland's Regional Business Managers and their Regional teams, which include Inside Sales, Account Representatives, Market Development and Origination Staff. Regional Business Managers and their territories are listed below. The team is led by Austin Marshburn.

Austin Marshburn, Vice President, Business Development, North America

austin.marshburn@highlandfleets.com

617-758-9114

Chris Stockwell, Regional Business Manager, Northeast

christopher.stockwell@highlandfleets.com

717-808-6295

Patrick Doyle, Regional Business Manager, Midwest

patrick.doyle@highlandfleets.com

650-255-1505

Matthew Scott, Regional Business Manager, Southeast

matthew.scott@highlandfleets.com

713-757-2588

Bradley Barker, Regional Business Manager, West

bradley.barker@highlandfleets.com

714-309-1579

Keon Burns, Regional Business Manager, Southwest

keon.burns@highlandfleets.com

503-505-3372

1.2.3. Please provide the name, title, phone and email for your Consultants & Trainers.

Highland's lead trainer for drivers and administrative staff on Highland cooperative contracts is Heather Uber, Training Specialist, 774-248-4546, heather@highlandfleets.com. In addition, all Highland Field Service Technicians are trained by the Original Equipment Manufacturers (OEMs).

Highland's lead government/cooperative sales consultant and trainer is Zach Perlstein, President, GEM EV LLC, 518-810-4706, zach@gemevs.com.

1.2.4. Please provide the person's name, title, phone and email who will be handling Warranty & After the Sale services.

John Brozovic, Senior Manager, Maintenance Operations

john@highlandfleets.com

815-641-8056

1.2.5. Provide total number and location of salespersons employed by your business in the United States by city and state.

Highland's Commercial Sales and Development team consistent of 41 employees across 23 locations and 15 U.S. states and Washington D.C., in the following cities: [California] San Francisco, Anaheim, San Diego, Los Angeles; [Colorado] Broomfield, Denver and Arvada; [Florida] Orlando; [Georgia] Atlanta; [Idaho] Hope; [Illinois] Chicago; [Maine] Portland; [Massachusetts] Boston; [Michigan] Byron Center; [Minnesota] Minnetrista; [New Hampshire] Brookline; [New Jersey] Medford; [New York] New York City; [Pennsylvania] Pittsburgh and Philadelphia; [Texas] Houston and Austin, and Washington D.C.

Sales Training

1.3.1. Describe how your company will implement training and knowledge of the contract with your respective sales force. Furthermore, describe how your company plans to support and train your sales force on a national, regional, or local level and generally assist with the education of sales personnel about the resulting contract.

Highland has established a government sales and cooperative purchasing training program for all commercial staff. Training is led by Highland's cooperative purchasing consultant, who has extensive experience managing over 45+ nationwide cooperative and state procurement contracts, and has developed sales training programs for and trained over 800 sales professionals on leveraging cooperative purchasing contracts to facilitate public agency transactions.

All Commercial staff receive ongoing education through periodic refresher sessions, updates on procurement best practices, and via direct coordination with finance, legal, and operations to ensure technical, contractual and financial accuracy in proposals and delivery. Sales Training is conducted at each contract launch, annually for and tailored to each Regional Team, and annually at Highland's Commercial All-Hands meeting. Twice-annual, formal sessions (in addition to ongoing customer and state/market strategy development and planning) with Highland's cooperative contracting consultant ensures program content remains current and aligned with evolving procurement opportunities and requirements.

Training covers:

- Contract overview, including market segments, users, terms and conditions

- District/Agency benefits—reduced procurement time, cost savings, and faster project delivery, among others.
- Integration into the sales cycle, including outreach and engagement strategies and tactics.
- Pricing structure and state-specific eligibility
- Ordering procedures and compliance requirements

National, Regional, and Local Sales Force Support

- National: Highland assigns a Contract Manager, as supported by Highland's Cooperative Purchasing consultant, to oversee all contract activity, provide compliance oversight, and serve as the primary point of contact or escalation for any sales/commercial team, cooperative or customer questions.
- Regional: With each new contract, Highland conducts a launch introduction with every Regional Sales Director and their respective counterparts (i.e. AEPA Member Cooperatives) to review local cooperative rules and regulations, align on joint strategies for serving agencies, and set expectations for Highland on best-practices in working with the specific cooperative and members. Building these relationships has been key to Highland's cooperative contracting success.
- Local: Sales representatives are trained to introduce purchasing options at the first customer engagement and are equipped with standardized collateral, including cooperative procurement quote sheets and contracting term sheets. Upon award, Highland will introduce AEPA in the first sales meeting.

Ongoing Reviews and Continuous Improvement

- Highland proposes bi-annual reviews with each Regional Sales Director and AEPA Cooperative Members to evaluate activity, share best practices, and identify opportunities for stronger program alignment.
- Training effectiveness is measured through Key Performance Indicators such as 30-minute customer response times, Net Promoter Score performance, and compliance reporting.

This comprehensive approach ensures Highland sales personnel are fully educated about the resulting contract and equipped to effectively serve and receive continuous improvement feedback from AEPA member agencies and customers, as well as guidance from our consultant, across all participating states.

1.3.2. What is your company's plan, if your company were awarded the contract, to service up to 31 states (or the region awarded in a regional bid). Describe if your company has a national sales force, dealer network, or distributor(s) with the ability to call on eligible agencies in the participating states in AEPA.

Market Overview: There are approximately 500,000 yellow school buses involved in student transportation across the United States. Contractor-operated (fully outsourced) routes represented approximately 200,000 of those buses, or 40% of the total market. District-operated routes represent approximately 300,000 of those buses, or 60% of the market, which includes a mix of district ownership and third-party ownership of vehicles. For district-operated routes, districts typically have their own depot facility and maintenance staff, for which Highland provides day-to-day operational support as part of its Fleet- and Depot-as-a-Service offerings. This 40/60 mix varies widely state to state, based on a variety of factors.

Highland Sales & Go-To-Market Strategy: Highland serves each of the aforementioned student transportation operating models, and has the operational capacity, resources, staff, infrastructure and development expertise to deliver student transportation solutions across the entire U.S, including all 31 AEPA Member Coop States and Regions. Highlands Regional Business Managers, along with their teams, are responsible for all regional opportunities, outreach, local partner development and coordination, and customer outreach and development.

Highland's outreach and service delivery model aligns with the eligible district's operating model for student transportation; that is (1) contractor-operated, or (2) district-operated. For contractor-operated routes, Highland Regional Sales Directors work in partnership with regional/local partners for delivery of service to district customers. For district-operated routes, Highland employs a direct sales model. Through the service term, Highland's Fleet Operations and Field Support Teams, as well as the back office Customer Service Team, work with the district, local partners and vehicle/equipment dealers/distributors to ensure safe, reliable operations, and provision of localized service and warranty support, as necessary.

Highland Partner Sales Model for Contractor-Operated Routes: For the outsourced/contractor-operated market segment, Highland employs a partnership model. Highland's Regional Business Managers work with local/regional student transportation providers to serve eligible agencies with Highland's turnkey student transportation/route management services (the RouteX suite of offerings), which are only available through Highland's cooperative purchasing contracts.

Highland's local partners are long-standing, community-engrained pupil transportation providers that rely on Highland's cooperative purchasing contracts and expertise to more effectively secure new and maintain existing routes, ensure continuity of service, and, where able, electrify and improve the health and safety of student transportation operations. Highland local partners, at large, do not have extensive experience transacting via or administrating cooperative purchasing contracts or optimizing electric vehicles deployment. Highland actively supports local partners via expertise in cooperative purchasing, electrification, and industry leading as-a-service, grant and incentives support, financing, and contracting (including RouteX Shift) models. Rather than go out to bid for these renewals or contract extensions, Highland, with its local partners, help districts leverage Highland's cooperative contracts to minimize cost of procurement, cost of services, and time to fulfillment.

Highland's cooperative purchasing consultant, along with Regional Sales and Regional Market Development Directors, collaborate with and train local partners on cooperative contracts usage to effectively engage districts and secure business through Highland's cooperative contracts, which would, upon award, support district procurement success via AEPA.

Highland works with four of the five largest student transportation contractors in the U.S., as well as smaller regional and local groups. In many instances, local partners have existing relationships and active contracts (~1,850 districts, or ~30% of all contracted routes in the U.S.) that are up for renewal. These existing relationships, paired with a Highland AEPA Contract, will deliver accelerated results and usage under a prospective AEPA master contract.

Highland Direct, Regional Sales Model for District-Operated Routes: Highland employs a Direct Sales approach. Regional Business Managers call on eligible members to support fleet electrification initiatives, for new deployments including Fleet-as-a-Service and Depot-as-a-Service, or to support existing deployments with our FleetX Software platform. Highland's support of these districts (who represent 60% of all yellow buses on the road) will more than double the addressable market and eligible districts served by this AEPA contract.

Highland maintains a direct national Commercial Sales and Development team of 41 full-time employees strategically located across the U.S. This cross-functional team in partnership with local partners is in place and positioned to promptly support all 31 state and regional AEPA Members, as they have done with great success via nationwide deployments to date. This team addresses all elements required for outreach and

engagement, project development, delivery of services, partnership development and coordination, government partnerships, community organizing, and direct sales.

Highland also collaborates with and employs the following entities for nationwide deployments and delivery of services: (1) Vehicle and Equipment Dealers/Distribution Network, (2) Local Contractor/Depot Development Network, (3) Highland Field Service Network

(1) Vehicle and Equipment Dealers/Distribution Network: Highland has established relationships with vendors across the entire school bus and related equipment value-chain throughout North America. Highland is a large purchaser of school buses nationwide, and the single largest purchaser of electric school buses. Highland's buying power drives down the cost of pupil transportation service.

Highland actively engages executive leadership at Bluebird, Thomas Built, IC Bus, GreenPower and BYD, as well as their dealers nationwide. Highland's brand-agnostic approach ensures districts can diversify or standardize their fleets, depending on their specific goals. Highland employs sales incentive programs with bus and vehicle dealers nationwide to turn what would otherwise be equipment sales into transportation service/fleet-as-a-service contracts.

Localized vehicle and equipment dealers also represent a key component of Highland's warranty and service program, ensuring local and regional OEM-trained resources are available to support streamlined operations and students are safely and reliably transported to and from school each day.

(2) Local Contractor/Depot Development Network: When and where new depots and facilities are required to serve districts, Highland has qualified (via competitive RFP) local contractors to support infrastructure design, site-prep and installation projects in 41 states. Our pre-approved subcontractor network includes reputable, experienced firms local to each region, including MWBE suppliers, that expedite service delivery and new deployments.

(3) Field Service Network, (including Support and Guarantees): Highland employs a direct service force of approximately 32 full-time employees, plus consultants and local subcontractors positioned to provide timely resolution with minimal disruption to operations for Highland direct deployments, and to support local partner deployments.

- 24/7 Support. Remote support available with response times within 30 minutes during business hours and 24/7 monitoring of charge management software to proactively identify and resolve system issues.
- Performance Guarantees. Highland provides 97% uptime and route-readiness guarantees. Actual charger uptime is closer to 98-99%.

Summary

Highland has emerged as the premier student transportation provider in the areas of school bus electrification and cooperative purchasing, driving partnerships with four of the top five school transportation contractors in the U.S. Highland local partners manage over 60,000 bus routes for roughly 1,850 districts, safely transporting over 3,500,000 students to school daily. Highland's local partners manage roughly 30% of all contracted routes nationwide. Highland's unique position in the market makes it a partner to and accelerator for—and not a competitor—to pupil transportation contractors, vehicle dealers, and OEMs. This has been a key factor in Highland's meteoric rise, and is one reason why—with its industry-leading student transportation solutions and business model innovations—TIME Magazine named Highland one of the “100 Most Influential Companies” of 2024.

As a standalone entity, Highland has become the 12th largest operator by buses under contract (across all fuel types), and the largest operator of electric school buses in the U.S. Highland manages over 40% of all contractor-operated electric school buses deployed in the U.S. and manages the single largest deployment of electric school buses in the U.S. with Montgomery County Public Schools in Maryland. In this segment, Highland's market share is over four times that of the next largest electrification provider, and is poised for substantial organic growth throughout 2025-2026.

Upon award, Highland will activate its direct sales team, local partners, and bus/equipment dealer networks to engage local districts, socialize the contract, and deliver AEPA proposals to those districts that are actively in the market for a new contractor, those looking to extend existing contracts with our local partners, and those either insourcing or outsourcing operations—for all fuel types. Highland's unique position as an awarded nationwide cooperative vendor (today, via Sourcewell), its deep expertise in fleet transition planning, rapid growth (12th largest operator by vehicles under management in less than 6 years, not by acquisition), financial position, and brand-agnostic orientation has enabled Highland's historic, organic growth with districts and through its partnership model with transportation contractors. With its direct employees and network of local partners and dealers working in unison, and backed by a nationally bid, locally sourced contract like AEPA, Highland will continue to deliver unparalleled value for districts nationwide, ensuring reliable access to traditional fueled

and electrified pupil transportation solutions regardless of geographic location or project scale.

Products and Services

1.4.1 Provide a description of the Products, Services & Solutions to be provided by the product category set forth in Part B - Specifications. The primary objective is for each Supplier to provide its complete product, service, and solutions offerings that fall within the scope of this solicitation so that participating agencies may order a range of products as appropriate for their needs.

Highland's services support all student transportation operating structures, as shown in the graphic below, and including:

Highland serves <u>all</u> district operating models for student transportation			
District Vehicle Ownership Requirement	District-Operated Transportation		Contractor-Operated Transportation
	No	~60% Districts Nationwide	~40% Districts Nationwide
No	Highland Fleet-as-a-Service		RouteX & RouteX Shift
Yes	Highland Depot-as-a-Service		<i>Not applicable</i>

- 1. Fully outsourced/contractor-operated transportation services**
 - RouteX Shift
 - RouteX (procured alongside Highland "Fleet")
- 2. New EV Deployments: District-operated, without mandated vehicle ownership**
 - Highland Fleet-as-a-Service (Fleet), including School Bus & Shuttles (Yellow Fleet) and Light Duty & Medium Duty (White Fleet) offerings

3. New EV Deployments: District-operated with mandated vehicle ownership

- Highland Depot-as-a-Service

4. Existing District EV Deployment: District operated, requiring support

- FleetX Charge Management Software

**Note: Per this solicitation, Highland is only offering student transportation services and solutions. Highland is not offering products or equipment for sale, whether vehicles, chargers, or otherwise.

An overview of Highland's services.

<h2>Highland Services</h2>			
 Simple A one-stop-shop for turnkey Student Transportation and electrification solutions	 Reliable Our team ensures your vehicles are always <u>route-ready</u>	 Affordable Operate your electric fleet at or below the cost of operating your diesel fleet with <u>no upfront cost</u>	
RouteX / RouteX Shift Fully contracted, route management service for student transportation <ul style="list-style-type: none">DriversSchool Buses, Vans, etc.Charging and FuelingDispatchingMaintenanceFleet Management	Fleet All-inclusive fleet solution for electric school buses, transit vans, pickup trucks, and more. Annual service fee includes all equipment and finances planned and implemented. <ul style="list-style-type: none">School Buses, Vans, etc.Onsite ChargersTrainingMaintenance CostsFleet & Charge Management	Depot For districts with existing electric vehicles - fueling, repairs and software to manage your fleet, for an annual service fee <ul style="list-style-type: none">School BusesOnsite ChargersTrainingMaintenance CostsFleet & Charge Management	FleetX Fleet and charger management software, to help you manage charging, visualize vehicle and charger readiness, access training, and access support <ul style="list-style-type: none">School BusesChargersTrainingMaintenance CostsFleet & Charge Management

1. Fully outsourced/contractor-operated transportation services

RouteX Shift. RouteX Shift is Highland's fully contracted student transportation service. Shift delivers on all aspects of pupil transportation, safely and reliably delivering students to and from school each day.

What makes RouteX Shift unique is Highland's electrification guarantee to "shift" or transition otherwise contracted, internal combustion vehicles to electric once cost-parity is achieved, and at no additional cost to the district unless apportioned by the district to further accelerate deployment. The "fleet electrification" mechanism in the underlying

contract with the district accelerates electrification deployments and delivers on Highland's promise to improve the health of students and communities and the sustainability of student transportation services. Importantly, until such time as electrification transition can be executed, RouteX Shift provides safe, reliable student transportation leveraging diesel or propane technologies, always prioritizing industry-leading technologies and operating practices to protect student and community health.

Entering RouteX Shift contracts to support student transportation routes with Highland local partners builds the contractual basis for electrification deployment, once financially feasible (as financed by Highland and via Highland secured grants, which are passed onto the district in the form of lower rates) and to, where applicable, help districts to meet state or local EV mandates or sustainability goals.

RouteX. RouteX includes (1) vehicle operation, including recruiting and training drivers, (2) full preventative and corrective maintenance for buses and charging systems maintenance, and warranty claims, and (3) management, route planning, and dispatch. Paired with Highland's Fleet-as-a-Service ("Fleet"), RouteX + Fleet provides a fully contracted student transportation service offering for new electric vehicle deployments. RouteX includes Highland's best-in-class 97% uptime guarantee, providing confidence, assurance, and alignment with Highland to ensure smooth day-to-day operations.

Project examples:

Topeka Public Schools, Kansas (TPS): Highland and local project partner Kansas Central School Bus are contracted to shift 25 historically diesel routes to electric, while Highland works to secure funding to transition more TPS contracted-routes to electric.

Compton Unified School District, California (CUSD): Highland and local project partner Durham School Services have transitioned 25 historically diesel routes to electric, with an additional 25 electric buses scheduled for deployment in early 2026.

Milwaukee Public Schools (MPS), Wisconsin: Highland and project local project partner Wisconsin Central School Bus are contracted to transition 40 of MPS' historically diesel routes to electric across two deployments (15+25 units), while Highland works to secure funding for a third deployment.

New Orleans Charter Science & Mathematics High School, Louisiana (NOCSMHS): Highland and project local project partner A&S are contracted to shift 61

historically diesel routes to electric, while Highland works with NOCSMHS to secure funding to transition more NOCSMHS contracted-routes to electric.

2. New EV Deployments: District-operated, without district-mandated vehicle ownership

Highland Fleet-as-a-Service (Fleet)

Highland Fleet-as-a-Service provides a complete turnkey solution that includes provision of electric vehicles and charging infrastructure, ownership, and management, for a **fixed annual fee, at no upfront cost to the district**.

For its Fleet-as-a-Service offering, Highland partners with districts that have their own drivers, mechanics, and depots, and Highland purchases, and owns and operates the charging equipment and electric vehicles during the customer contract term to deliver – in partnership with the district – a comprehensive pupil transportation program. Highland's offering includes Fleet-as-a-Service for School Buses and Shuttles for student transportation, as well as Light Duty and Medium Duty vehicles for district and other agency's (city, municipal, etc.) maintenance, facilities, and administrative use.

The Fleet-as-a-Service offering leverages Highland's volume purchasing power and tax-advantaged financing structure to secure equipment at lower costs than customers could achieve independently, translating to reduced annual and no upfront costs for participating agencies. Highland provides comprehensive vehicle maintenance and repair coverage, including reimbursement for inspections, routine maintenance, and repairs of electric vehicles throughout the entire contract term. The service includes all electricity costs associated with charging, comprehensive warranty coverage extending beyond manufacturer terms, and integrated fleet optimization services. Highland maintains ownership and repair responsibility for both vehicles and charging infrastructure, and provides extended warranty protection that could not be obtained through traditional procurement methods.

Route Electrification is hard. Highland is a one-stop-shop that manages the complexity for you, to save time, money, and to increase the reliability and safety of your student transportation operations.

Solving electrification complexity



Example Fleet-as-a-Service deployments:

Dearborn Public Schools (Dearborn), Michigan. Highland is providing its Fleet-as-a-Service to Dearborn under which the school buses and chargers are owned and operated by Highland and the district supplies the drivers and mechanics. The deployment included 18 Blue Bird All American Type D electric buses (including nine specifically equipped for special needs students) and 20 charging stations. Highland will manage the operational, charging, and maintenance needs for the electric fleet under a 15-year contract. Dearborn is Michigan's third-largest district and serves nearly 20,000 students across 37 schools.

Baltimore City Public Schools (City Schools), Maryland. Highland is providing its Fleet-as-a-Service to City Schools to support the deployment of 25 Highland-owned electric school buses in their fleet. This deployment serves an initial group of about 350 students daily, including students with special education needs. City Schools, the fourth largest school system in Maryland, serves over 75,000 students in Baltimore City.

Salinas City Elementary School District (SCESD), California. Highland is providing its Fleet-as-a-Service to SCESD, which added 10 new Highland-owned electric school buses to the District's school bus fleet. The project was facilitated by Central Coast

Community Energy. The new buses primarily serve students with special needs. SCESD is the largest elementary school district in Monterey County, serving 8,200 students from preschool through 6th grade across 15 schools.

Red Lake School District #38, Minnesota. Highland is working with this small, rural district to provide its Fleet-as-a-Service under which Highland owns and operates two electric buses and related infrastructure serving the District. Red Lake School District #38 services the Red Lake Indian Reservation and surrounding areas in Beltrami and Clearwater counties in northern Minnesota, and is the state's only school district located in a sovereign tribal nation. The district's nine schools cater to approximately 1,300 students, 99.8% of whom are Native American.

Red Lake is a fantastic example of Highland's support of small, rural school districts that Highland supports across the county. It's not just big districts who want to and need help going electric.

3. New EV Deployments: District-operated, with district-mandated vehicle ownership

Highland Depot-as-a-Service

Highland Depot-as-a-Service provides a turnkey infrastructure solution where Highland owns and finances the charging equipment (district owned vehicles) while delivering comprehensive operational support for a **fixed annual fee, at no upfront cost to the district**. For its Depot-as-a-Service offering, Highland partners with districts that have their own vehicles, drivers, mechanics, and depots, and Highland purchases, and owns and operates both the charging equipment and electric vehicles during the customer contract term to deliver – in partnership with the district – a comprehensive pupil transportation program.

The service leverages Highland's volume purchasing power and tax-advantaged financing structure to secure equipment at lower costs than customers could achieve independently, translating to reduced annual and no upfront costs for participating agencies. All electricity costs associated with charging are included in the fixed annual price, and Highland provides comprehensive management services to ensure vehicles are sufficiently charged and ready for operation. The service includes a 97% charger uptime guarantee, with Highland providing credits to customers if uptime falls below this threshold. Comprehensive maintenance and warranty coverage extends throughout the contract term, with Highland responsible for all repairs and replacements. The offering

typically provides customers with 5% savings compared to individual procurement and operations while eliminating upfront capital requirements and operational risks.

Example Depot-as-a-Service deployments:

Dixie County School District (Dixie CSD), Florida: Highland is providing its Depot-as-a-Service solutions to support Dixie's CSD's deployment of 23 electric school buses (district-owned). The project is now one of the largest electric school bus deployments in Florida. Dixie CSD serves around 2,000 students across five schools in Cross City.

Charlotte-Mecklenburg Schools (CMS), North Carolina. Highland is providing its Depot-as-a-Service solution for CMS's first three electric school buses. CMS plans to procure Highland's depot-as-a-service solutions to support deployment of an additional 55 electric school buses in 2026. Highland assisted with the school's grant application and provided charging infrastructure implementation. CMS transports 105,000 students each day on 836 buses that are in the fleet's daily rotation. The total fleet has 1,061 buses.

Dallas Independent School District (Dallas ISD), Texas. Highland is providing its depot-as-a-service solutions to Dallas ISD for 17 electric buses (district-owned) and 19 chargers. Dallas ISD is the second-largest school district in Texas and the seventeenth-largest in the United States and operates over 230 schools serving over 140,000 students. The district serves much of Dallas County and parts of several surrounding cities.

4. Existing District EV Deployment: District operated, requiring support

FleetX Charge Management Software

This is a standalone offering for existing, district-operated EV deployments, otherwise included with Highland RouteX, Fleet and Depot).

Highland's FleetX platform is a first-of-its-kind, hardware-agnostic software solution that monitors vehicle charging system health, optimizes communications between batteries and chargers, and streamlines electric fleet management. By enabling managed charging across diverse vehicles and chargers, FleetX reduces electricity costs through wholesale market timing, time-of-use rates, and load-based optimization—allowing Highland to provide customers with predictable operational savings. It also supports vehicle-to-grid (V2G) and vehicle-to-building (V2B) applications, turning fleets into grid assets that generate revenue and hedge against electricity pricing volatility. For

example, Highland's partnership with National Grid and the Beverly, MA school district launched the nation's first bi-directional electric school bus charging program, demonstrating both resiliency and revenue potential during peak demand.

The customer-facing portal provides real-time fleet visibility and control from any device, displaying key data like charge status, battery efficiency, range, and vehicle performance. Users can track maintenance alerts, submit support tickets, access documents, and customize dashboards to monitor preferred metrics. Automated functions simplify operations, with alerts for unplugged vehicles and options for either Highland-managed or self-managed charging. FleetX also connects customers to broader Highland services such as grant and incentive administration, training, and equipment tracking, while advanced tools enable predictive analytics, renewable energy integration, and demand response participation.

Summary: Highland's goal is to electrify transportation and improve student and community health. As part of that goal, Highland actively engages in the provision of turnkey student transportation contracts and builds relationships with districts and local partners across all fuel types. Highland is a value added partner in fleet transition planning for districts and local partners to gradually increase the share of electric vehicles within a given fleet, often as mandated and/or incentivized by the district they serve. Few districts go electric, either via contractor or in-house, in one fell swoop. Rather, vehicles that are ready for retirement are replaced with electric vehicles, and these EVs are then placed on the appropriate routes. To boot, few districts or local partners go electric successfully, without compatibility issues, infrastructure and utility mishaps, delayed timelines, cost overruns (especially on fueling/electricity costs). Highland has emerged as the leading operator and provider of electrified student transportation services to support districts and local partnering alike in their electrification efforts.

1.5.1. Describe how your company proposes to distribute the products and services nationwide, regionally, or at the local level.

SALES / CONTRACTING / DELIVERY OF SERVICES:

Like most transportation contractors, Highland enters customer contracts through wholly owned state-based, regional, special purpose or project-specific subsidiaries, including projects with local partners, each as authorized entities under Highland's cooperative contracts. As discussed in Section 1.3.2., Highland's sales/service delivery model aligns with the eligible district's operating model for student transportation; that is (1) fully outsourced/ contractor-operated, or (2) district-operated, as outlined by the service offerings below. In all instances, these services are provided locally, supported by

Highland Regional Sales Directors, Fleet Operations, Field Service Technicians, Customer Success Managers, Highland local partners, and local vehicle and equipment dealers.

For (1) contractor-operated districts, Highland employs a partnership model, whereby Highland's Regional Sales Directors work with local/regional local partners to serve eligible agencies with Highland's RouteX, turnkey pupil transportation/route management service, which is only made available through Highland's cooperative contracts. In many instances, local partners have existing relationships and active contracts (~1,850 districts, or ~30% of all contracted routes in the U.S.) that are up for renewal. Rather than go out to bid for these renewals or contract extensions, Highland and local partners help districts leverage Highland's cooperative contracts to minimize cost of procurement, cost of services, and time to fulfillment. These existing relationships will deliver accelerated results and usage under a prospective AEPA master contract. For reference, contractor-operated districts represent approximately 40% of all districts nationwide.

For (2) district-operated routes where the district supplies the driver, mechanics, and facility, Highland employs a Direct Sales approach. Regional Sales Directors call on eligible members to support fleet electrification initiatives, for new deployments including Fleet-as-a-Service and Depot-as-a-Service, or to support existing deployments with FleetX Charge Management Software, or Operations & Maintenance support. The district-operated model is employed by roughly 60% of districts in the United States, and - in addition to supplying turnkey student transportation services - Highland's support of these districts will more than double the addressable market and eligible districts pursuant to this prospective AEPA contract.

Highland has 160 full-time employees strategically distributed across 15 U.S. states and one Canadian province, with primary offices in Beverly, Massachusetts and Denver, Colorado. The company has 41 employees in Commercial Sales and Development functions, and 32 Fleet Operations team members delivering and coordinating services with customers and our local partners, as applicable. Highland's Regional Sales Directors oversee all commercial activity through contracting. Upon deployment Highland's Fleet Operations and Customer Success Teams, along with the project managers at our local partners, ensure smooth day-to-day operations and customer satisfaction.

Additionally, for deployed EVs, Highland delivers services through its proprietary Highland FleetX charge management platform, providing remote operation capabilities and 24/7 customer support through dedicated telephone lines and custom email

addresses for each customer. Field support technicians provide on-ground assistance across all regions.

SUPPLY CHAIN, PROCUREMENT & DEPOT DEVELOPMENT:

To expedite delivery and ensure effective supply and availability of buses and parts, Highland employs a regional bus distribution and warehousing strategy, and a national/regional parts storage strategy. Facility locations are listed below in response to question 1.5.2. These Highland administered facilities are in all cases in addition to and further augmented by local bus/equipment dealers and Highland local partners, who hold excess parts and vehicle inventory to ensure redundancy, and localized and day-to-day availability. Highland administered facilities hold emergency, long-lead time and other key parts as a fail-safe should local dealers have inadequate stock or parts on back order from the OEM. This redundant strategy aids in the uptime, reliability and safety of existing pupil transportation operations, while accelerating deployment for new accounts.

Where new depots are required to serve new customers, Highland has prequalified local contractors through competitive RFPs in 41 states. Highland's operations team coordinates with local partners, vehicle and equipment dealer networks, OEMs, and Highland employees to expedite deployment, and provide training, technical support. Highland works with local dealers/distributors for all projects and equipment needs, to ensure local, OEM-approved warranty and service support when necessary.

This comprehensive distribution strategy enables Highland to provide consistent, reliable support and service delivery while maintaining the local expertise and relationships necessary for project success nationwide.

1.5.2. Provide the type (service/support or distribution) and location of centers that support the United States by name, city and state.

Highland operates through two primary corporate offices and a distributed workforce and local partner model to support the United States. The company maintains its Corporate Headquarters as a Service and Distribution Center located at Highland Headquarters in Beverly, Massachusetts at 200 Cummings Center, Suite 273D, Beverly, MA 01915. Highland also operates a Regional Office serving as a Service and Distribution Center in suburban Denver, Colorado at 5299 DTC Blvd, Suite 1160 Greenwood Village, CO 80111.

Regional Bus Warehousing/Distribution Facilities:

- West/Southwest: Von Ormy, Texas
- Southeast: Ringgold, Georgia,
- East Coast: Statesville, North Carolina
- Midwest: Elkhart, Indiana.

Note: a number of these locations are strategically located near major bus manufacturers including Bluebird, Thomas, International.

Nationwide Parts Distribution Facility: Chicago, Illinois

Regional Parts Distribution Facilities:

- Southeast: Georgia
- Midwest: Pennsylvania
- Northeast: New Jersey
- Southwest: Texas
- West: California

Service & Support: Highland's service and support network is always local to the operation, including service locations or regional mobile technicians. For contractor-operated routes, Highland partners with local local partners who operate the vehicles and employ drivers and maintenance staff directly, and who work out of local bus barns and depots. Highland and local partners have active contracts with over 1,800 districts, and each has a bus barn/depot situated locally to support the districts. By design, depots are located strategically in, adjacent, or near the communities and routes they service - otherwise fuel costs would make the routes financially infeasible.

For district-operated routes with in-house maintenance and mechanics, Highland manages—on behalf of the customer—all maintenance costs, warranties, and reimbursement directly through the local vehicle or equipment dealer, with additional support from Field Service Technicians, and Highland's Fleet Operations/Customer Success Managers, with Fleet Ops and Customer Success are distributed throughout the U.S., but primarily in Beverly, MA and Denver, CO.

1.5.3. Describe the criteria and process by which your company selects and approves subcontractors, distributors, installers, and other independent services.

Highland maintains relationships with contractors and vendors across the entire school bus and related equipment value-chain throughout North America. Highland employs a comprehensive criteria and process for selecting and approving local partners, dealers, subcontractors, installers, and other services. The company has established a Preferred Partner Program designed to pre-qualify contractors to ensure the successful execution

of projects. This rigorous vetting process evaluates contractors based on several key criteria including (1) Safety Rating ensuring adherence to the highest safety standards, (2) Financial Stability assessing creditworthiness to ensure reliability and continuity, (3) Self-Performance Capabilities verifying the ability to execute work regionally, and (4) Competitive Pricing which is regularly reviewed through a transparent competitive bidding process. This structured approach enables Highland to engage contractors who consistently deliver work that meets the company's exacting standards.

For Fleet and Depot projects, Highland's dedicated procurement team runs competitive RFPs to identify and qualify local contractors for EVSE infrastructure system design and installation projects. Their project development team has systems in place to ensure subcontractors for installation meet all requirements pertaining to licensing certification installation and training end users. The evaluation process for contractors includes several factors such as:

- Quality of contractor proposals
- Previous experience with relevant work in the area
- Utility company recommendations
- Ability to move quickly on installations
- Expertise in working with specific customers like school districts
- Status as a Minority Business Enterprise MBE when applicable
- Ability to deliver on time without change orders

For larger projects, Highland often enters into letters of intent, notices of award, and full subcontract agreements to formalize decisions with specific firms. The company ensures that project plans results and decisions are appropriately documented and that project reporting and briefing requirements are satisfied. Highland coordinates activities to effectively accomplish the work and manages projects to meet all technical schedule and budget objectives and requirements.

1.5.4. Provide a list of current subcontractors, distributors, installers, and other independent service providers who are contracted to perform the type of work outlined in this solicitation in the member agency states. Include, if applicable, contractor license or certificate information and the state(s) wherein they are eligible to provide services on behalf of the business.

The following details engineering and depot development contractors, subcontractors, and installers Highland works with in the participating states. All 24 participating states have Highland-contracted contractor coverage with no gaps in geographic reach.

Contracted Contractor Profiles

1. Bruce & Merrilees

Partner Type: TurnKey

Stage: Contracted

Locations: PA

Target States Covered: Ohio, West Virginia

2. Decker Electric

Partner Type: Construction

Stage: Contracted

Union: Yes

Locations: KS

Target States Covered: California, Colorado, Indiana, Kansas, Missouri, Nebraska

3. FSG

Partner Type: TurnKey

Stage: Contracted

Union: No

Locations: CA, NV, AZ, CO, FL, GA, IL, IN, MD, NJ, NY, NM, OH, SC, TX

Target States Covered: California, Colorado, Florida, Georgia, Indiana, New Mexico, Ohio, South Carolina, Texas

4. Lane Valente Industries

Partner Type: TurnKey

Stage: Contracted

MWBE: Yes

Union: No

Locations: GA, TX, CA, FL, NJ, TN, SC, OH, CT, AZ

Target States Covered: California, Connecticut, Florida, Georgia, Ohio, South Carolina, Texas

5. McKinstry

Partner Type: TurnKey

Stage: Contracted

Union: Yes

Locations: WA, NV, MT, AZ, UT, AR, TX, IL, CO, MN, WI, FL, GA, MO

Target States Covered: Arkansas, California, Colorado, Connecticut, Florida, Georgia, Indiana, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, North Carolina, North Dakota, Nebraska, New Mexico, Ohio, Oregon, South Carolina, Texas, Wisconsin, West Virginia, Wyoming

6. Miller Electric

Partner Type: TurnKey

Stage: Contracted

Locations: TX, FL, GA, AL, TN, NC, SC, VA, WI

Target States Covered: Florida, Georgia, North Carolina, South Carolina, Texas, Wisconsin

7. NB+C

Partner Type: Engineering

Stage: Contracted

Locations: PA, MA, VA, NC, MD

Target States Covered: North Carolina

8. NEC Group

Partner Type: TurnKey

Stage: Contracted

Union: No

Locations: MA, CT, NH, FL

Target States Covered: Connecticut, Florida

9. Tower Engineering Professionals

Partner Type: TurnKey

Stage: Contracted

Locations: CO, AZ, IL, TN, NC, GA, FL

Target States Covered: Arkansas, California, Colorado, Connecticut, Florida, Georgia, Michigan, Minnesota, Montana, North Carolina, North Dakota, Nebraska, New Mexico, Ohio, Oregon, South Carolina, Texas

1.5.5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.

Highland demonstrates strong capability to do business with small and MWBE manufacturers, dealers, and distributors as defined by the Small Business Administration. The company understands the importance of supporting women and minority-owned businesses as demonstrated through its subcontractor hiring process and the active subcontractors on current Highland projects. Highland also prioritizes work with Veteran owned businesses, such as our local partner Doherty's Garage in New England.

Highland actively selects MWBE contractors for projects, and has even made commitments to source a certain percentage of goods and services from said contractors to secure state and local contracts. For example, Highland utilized Hunt Consulting for Baltimore County projects, which was selected in large part based on their extensive experience with Highland installations, competitive pricing, and their status as a Minority Business Enterprise MBE. Highland prioritizes MWBE certified firms when possible in their subcontractor selection process.

Examples of MBWE's Highland does business with:

- As outlined in 1.5.4, Lane Valente Industries is an MWBE contracted to work with Highland in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas.
- In Maryland, where Highland has its largest electric bus deployment, the company works with K. Neal: Truck and Bus Dealer, an MBWE IC Bus dealer.

The company's approach ensures that local, small, MWBE and veteran owned businesses have opportunities to participate in Highland's supply chain and contractor network while maintaining Highland's standards for safety, quality, and performance.

1.5.6. If applicable, describe other ways your company can be sensitive to a participating agencies desire to utilize local and/or MWBE companies, such as the number of local employees and offices with a geographic region, companies your firm uses that may be local (i.e. delivery company), your own company's diversity of owner employees, etc.

Highland actively prioritizes local contractors by taking site work out to bid to ensure local contractors can participate. The company has established pre-qualified contractor networks across 41 states and leverages local or regional staff and partners based on specific project needs. Highland partners with local firms for depot development (where applicable) and maintains relationships with local school bus and equipment dealers, as well as local partners that are qualified as small businesses, across North America.

Case in point, Highland has signed MOUs with International Brotherhood of Electrical Workers (IBEW) and the National Electrical Contractors Association (NECA) in Los Angeles County and Southeast Michigan, which guarantees EVITP Certified Electricians or EVITP Approved Contractors for projects with IBEW labor, demonstrating the company's commitment to working with diverse contractor networks including

smaller specialized businesses, and is always looking for more partners like these to support local business.

Highland's 41-person U.S. Commercial Sales and Development team is geographically distributed across California, Colorado, Florida, Georgia, Idaho, Illinois, Maine, Massachusetts, Michigan, Minnesota, New Hampshire, New Jersey, New York, Pennsylvania, Texas, and Washington D.C., ensuring local employment, representation and expertise.

Highland's service and support network is always local to the operation, including service locations or regional mobile technicians. For contractor-operated routes, Highland partners with local local partners, who operate the vehicles and employ drivers and maintenance staff directly, and who work out of local bus barns and depots. Highland and local partners have active contracts with over 1,800 districts, and each has a bus barn/depot situated locally to support the districts. Furthermore, Highland always engages with the local vehicle and equipment dealer for warranty service and support.

Highland's business model is designed to ensure schools with a broad range of resources can take advantage of our contracted offerings and electrify (where able) to deliver additional pupil health and community benefits, and Highland has a strong focus on disadvantaged and underserved communities. Additionally, Highland partners with multiple equipment and software providers like Synop, and maintains growing lists of pre-approved subcontractors across regions where they have active deployments, many of which are minority- and women-owned businesses.

1.5.7. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

As outlined in 1.5.5, Highland works with MWBE contractors both nationally and within the participating states for this AEPA category. We are currently contracted with Lane Valente Industries—an MWBE performing turnkey engineering and site work for Highland projects in several participating states, including: California, Connecticut, Florida, Georgia, Ohio, South Carolina, and Texas.

Highland continues to pursue MWBE contracting partnerships nationally and in participating states. We are actively adding more MWBE local partners to our portfolio,

as we stand up new projects, perform ongoing outreach to MWBEs, and move through various contracting stages, including our own RFP processes with WMBE companies.

Marketing

1.6.1. Describe how this business marketed its products and services to schools, nonprofit organizations, and other public sector audiences for the most recent full year. List all conventions, conferences, and other events at which this company exhibited.

Highland employed a comprehensive and proactive marketing strategy tailored to schools, nonprofit organizations, and other public sector clients for the most recent full year, as described below.

DIRECT ENGAGEMENT AND EDUCATION

Extensive Outreach: Highland engaged directly with current and potential public sector customers, and hosted educational briefings, webinars, and virtual presentations to school districts, associations including state-based school business officials and school business administrative group, and municipal stakeholders. This included collaborating with channel partners and public sector organizations for joint webinars, online presentations, and targeted email communications typically featuring open rates between 25% and 40%.

In-Person and Virtual Events: Highland was highly visible at industry events, having exhibited at or sponsored 44 major conferences for superintendents, board members, business officials, and transportation directors in the past full year, including the Texas Association for Pupil Transportation Annual Conference, Michigan School Business Officials Annual Conference, Michigan Association of Pupil Transportation Annual Conference, American Association of School Administrators' National Conference on Education, the National School Board Association's Annual Conference, and the California Association of School Business Officials Conference. Highland staff have provided expert presentations at more than 10 public events within the same period.

In addition, Highland hosted six Teach-Ins in the past full year, in Michigan, Illinois, Virginia, New York, California, and Pennsylvania. Teach-Ins are signature educational initiatives designed to raise awareness and foster understanding of electric vehicles and transportation solutions among customers, industry professionals, and broader communities. These invite-only events feature diverse panels of experts, town halls, webinars, vehicle demonstrations, ride-alongs and depot tours. Highland's teach-ins

have played a prominent role in community engagement and industry leadership, often highlighting innovative programs and actual case studies from Highland's projects. Teach-ins involved a blend of activities such as expert panels, interactive Q&A, operational demonstrations (including bus ride-alongs), case study testimonials, and facility or depot tours (as available).

Highland's Teach-Ins are intended to:

- Provide practical, hands-on learning about transportation solutions.
- Allow attendees direct interaction with transportation professionals, equipment, and real-world deployments.
- Facilitate panel discussions featuring transportation leaders, school officials, government stakeholders, OEM representatives, and Highland's own technical experts.

COMMUNICATIONS AND PRESS STRATEGY

Active Media Presence: Highland issued press releases—totaling 14 in the most recent full year—on deployments, vehicle-to-grid (V2G) milestones, new partnerships, and staff announcements and more. Highland collaborated with partners to co-author press releases and pitch coverage to industry, business, and trade publications.

Digital and Social Media: Highland utilized its online platforms—website, blog, TikTok (27,000 followers) Instagram (3,200 followers) LinkedIn (12,056 followers)—to distribute success stories, case studies, partnership announcements, and sector-specific value propositions. Website updates included dedicated pages and resources for new customers and partner organizations.

1.6.2. Describe how your company will market the resulting contract to eligible Member Agencies. Describe how your company differentiates the new agreement from existing contracts that your company may hold today. Please be specific and detailed in your response.

Highland will deploy a comprehensive, multi-channel marketing strategy to promote the resulting AEPA contract to all eligible Member Agencies. We will position the AEPA agreement in the cooperative market landscape, actively drawing distinctions from its existing contracts that Highland holds, while leveraging unique features and targeted outreach to maximize contract utilization and value for AEPA members.

To start, Highland will collaborate with AEPA on an initial press release, pitching the partnership to business and trade media outlets and Member Agencies. We will write a blog post to share with our database of contacts, and create an AEPA specific page on Highland's Government Purchasing webpage that prominently highlights our partnership with AEPA, including the AEPA Logo and our Contract Number, a link to our Award Page on the AEPA website, as well as the information needed from AEPA Members to work with Highland to provide services offered under the contract.

Highland will notify its partners and dealers including contractors, manufacturers, dealers, and other channel partners. We will also notify regional and national advocates of clean transportation, including World Resources Institute (WRI), and the Climate Mayors program, among others. Through our existing relationships with several "climate mayors" and their staff, we will seek placement on the driveevfleets.org website. Highland will offer to AEPA Members free educational briefings on transportation solutions.

We will conduct outreach to our growing social following on LinkedIn, Instagram, TikTok, and Facebook to drive awareness of our AEPA contract and drive to the page on our site that highlights our partnership with AEPA and Member Agencies. We will also use paid social media advertising, Google search and display ads, radio and podcast advertising and print advertising in key industry publications and events to promote our AEPA partnership.

Additionally, we will update our public agency sales deck and marketing collateral to reference the AEPA award and update related talking points. We will notify existing opportunities in the pipeline via email blast. We will initiate additional direct communications to each of our prospective customers who have identified internal procurement obstacles as barriers to electrification.

Highland will tailor sales training, collateral, and direct support to address AEPA's and Member Agencies' procurement rules, suggest best practices, and reporting preferences and needs—distinct from processes in existing contracts that Highland holds with Sourcewell and SPURR.

If our business is awarded an AEPA contract, we will lead with the AEPA contract in all marketing and sales presentations within AEPA member states. Our implementation will include mandatory AEPA-specific training for all sales representatives, prioritizing AEPA opportunities in applicable markets and developing dedicated marketing materials with member agency co-branding options. Sales presentations will prominently feature AEPA contract benefits as the primary offering.

Our commitment to leading with AEPA contracts reflects both our contractual obligation and strategic recognition that AEPA represents the premier cooperative opportunity for student transportation services, making it our primary go-to-market vehicle for turnkey educational transportation solutions.

1.6.3. Describe the ways in which your company will collaborate with AEPA Agencies to market the resulting contract. Include any contract announcements, planned advertisements, and any other direct or indirect marketing activities promoting the AEPA awarded contract. Add any supplemental materials as pdfs and label them as Exhibit A-Marketing.

Highland will leverage our proven, multi-channel strategy to collaborate with AEPA Agencies and maximize awareness of the AEPA awarded contract. Our approach is tailored to ensure all relevant stakeholders—including AEPA Members and prospective clients—are informed about the contract's benefits and supported in their efforts to transition to clean transportation.

STRATEGY AND KICKOFF MEETING

Highland will host a strategy and kickoff meeting with AEPA Member Agencies in each State to develop state-specific go-to-market strategies and marketing campaigns since no two states are exactly alike in their contracting cycles, unique procurement requirements, electrification potential and associated state funding, geographic density, or state governance / transportation reimbursement programs, among many other factors. Highland's Cooperative Purchasing Consultant, Regional Sales Director and Regional Market Development will attend each of these meetings to develop a plan alongside each Member Agency.

In collaboration with the participating AEPA Member, Highland will advise on its efforts and network in the State to date to develop a deeper understanding of key stakeholders in the state through the Member Agencies own direct experience with these and other entities, to build a robust joint-marketing effort between Highland and the Member. Highland is very active with School Business Official / School Administrative Associations such as the Illinois Association of School Business Officials (IASBO); school transportation associations (Michigan, Illinois, Florida, Georgia, and Texas, among others); and Superintendent Associations and other K-12 groups such as Michigan School Business Officials/Michigan Schools Energy Cooperative (MSBO/MISEC), and the Illinois Association of School Business Officials (ILSBO) as

well as State School Boards such as the California Latino School Board Association and the Colorado Association of School Boards.

In collaboration with the participating AEPA Member, Highland will advise on its efforts and network in the State to date to develop a deeper understanding of key stakeholders in the state through the Member Agencies own direct experience with these and other entities, to build a robust joint-marketing effort between Highland and the Member. While we appreciate that each Member may only be able to allocate limited time for these strategy and kick-off calls, Highland would propose at least bi-annual strategic reviews, and bi-monthly check-ins.

CONTRACT ANNOUNCEMENTS

Joint Press Release: Highland will collaborate with AEPA and each of its members to draft and distribute an initial press release announcing the contract award. This announcement will be issued through both Highland's and the Member Agencies' communications channels. The press release will be targeted to business and trade media outlets to maximize reach within the education, public sector, and transportation electrification industries.

PLANNED ADVERTISEMENTS

Social Media Campaigns: We will promote the AEPA Member Agencies' contract to our more than 42,000 followers across LinkedIn, TikTok, Instagram and Facebook, leveraging both organic posts and paid social media advertising to expand reach and awareness among relevant decision-makers and influencers. Highland will implement targeted social media campaigns that highlight the advantages of the AEPA partnership, utilizing platform-specific content such as video case studies, customer testimonials, and interactive Q&A sessions to drive engagement and educate both educational and governmental audiences about contract features and benefits. These campaigns will be tailored for each social network, focusing on key audience segments—such as school transportation directors, district business leaders, and operations managers—ensuring that messaging resonates with local procurement needs and current trends in student transportation solutions

Furthermore, Highland's marketing team will collaborate with AEPA Member Agencies to co-create branded content and cross-promotion strategies, amplifying the contract rollout with coordinated hashtag campaigns, employee advocacy programs, and spotlight series on successful contract implementations. Quarterly analytics reporting will be provided, demonstrating campaign reach, engagement metrics, and conversion

activity to inform ongoing optimization and maximize return on investment for AEPA member states.

Targeted Industry Advertising: Where appropriate, Highland will consider banner or print advertisements in trade publications, educational periodicals, and at major industry conferences or events aligned with K-12 transportation and public sector procurement.

DIRECT AND INDIRECT MARKETING ACTIVITIES

Email Blasts: Highland will employ high-engagement email campaigns as a key communications channel. These will be tailored to Member Agencies' member base and include information about the contract's benefits, eligibility, and key success stories from similar agency partnerships. In addition to sharing critical contract details, each email blast will be designed to educate and empower recipients by providing easy access to resources such as FAQs, enrollment guides, and contact information for direct support. Highland's communications strategy focuses on clarity and actionable steps, ensuring that Member Agencies and their stakeholders quickly understand how to take advantage of the program.

Regular updates will highlight milestones, upcoming events, and timely reminders to sustain engagement throughout the contract term. Highland's email campaigns will also feature testimonials from agency leaders, spotlight on-the-ground success stories, and curated content that demonstrates the positive impacts realized by Member Agencies. Tailored messaging will address common questions and concerns, share lessons learned, and provide updates on grant opportunities or new offerings.

Webinars and Virtual Briefings: Highland will coordinate and host joint webinars with Member Agencies, offering educational sessions on the advantages of fleet electrification under the AEPA contract. These events will be open to members of each Member Agency and serve as a forum to discuss contract uses, funding opportunities, and best practices.

Educational Content and Testimonials: Highland will develop and distribute blog posts, white papers, and customer success videos highlighting the success stories and benefits realized by members of Member Agencies through the contract. We will also facilitate testimonials and peer referrals from current clients wherever possible.

1.6.4. Describe the process for how the company will launch the contract with current and potential agencies.

Highland will launch the contract with current and potential agencies through a coordinated marketing, onboarding, and communication strategy designed to maximize awareness and engagement for transportation solutions. Our approach will be tailored to ensure all relevant stakeholders—including current and potential Member Agencies, and prospective customers—are informed about the contract's benefits and supported in their efforts to transition to clean transportation.

MASTER CONTRACT PROMOTION AND ANNOUNCEMENTS

Highland engages in extensive marketing initiatives with schools, non-profits, and local advocates to spread awareness and build support for K-12 electrification throughout the country. Highland will proactively market its relationship as a preapproved vendor both to current and potential members, incorporating value propositions into sales collateral and development approaches.

- Highland will update public agency sales decks and marketing collateral to reference the contract award and update talking points.
- Email blasts will notify existing opportunities in the pipeline, with open rates typically ranging from 25% to 40%
- Highland will directly notify current and pipeline clients, as well as all Member Agencies, through email campaigns about the availability and advantages of procuring through the AEPA contract. These notifications will highlight contract benefits, processes, and next steps for engagement.
- Highland will collaborate with contract partners on initial press releases, pitching the partnership to business and trade media outlets and writing blog posts for its database of contacts.
- A dedicated page on Highland's website will highlight the partnership, including the contract logo, number, award page link, and instructions for members to access services under the contract.
- Promotion across social media channels (Tiktok, Facebook, Instagram, LinkedIn) and coordination with key industry groups for additional visibility.

WEBINAR

Highland will offer to co-host webinars with each AEPA Member and their Participating Entities to discuss Highland's approved AEPA offerings. During this event, Highland will share expertise on leveraging AEPA's cooperative purchasing pathways, securing grants and incentives, and implementing best practices for transportation solutions. Participants will gain actionable strategies, as well as direct access to Highland experts for live Q&A. This webinar will be designed to enable participants to confidently

embrace Highland's transportation solutions, maximize available resources, and achieve future sustainability targets with Highland's comprehensive support and solutions.

DIRECT OUTREACH AND ONBOARDING

- Direct outreach will be provided to existing and prospective agency members, including personalized communications to those who have expressed a desire to procure through the contract or face internal procurement barriers.
- Partner notifications will be extended to local partners, manufacturers, dealers, and channel partners, as well as to clean transportation advocacy organizations such as the Electrification Coalition, World Resources Institute, Forth Mobility, CALSTART and League of Conservation Voters.
- Highland will complete all required onboarding meetings and submit a detailed marketing plan within the designated time period for onboarding.

EDUCATION AND ONGOING ENGAGEMENT

- Highland often coordinates joint webinars and educational briefings for agency members and other partners; these efforts drive topic expertise and spread best practices for fleet electrification and contract participation.
- Staff routinely present at industry events, conferences, and trade shows, supporting member education and contract visibility.

SALES COMMITMENT AND TEAM TRAINING

- Highland develops robust sales training programs for its team on how to utilize and promote the contract, including Highland's cooperative procurement consultant who is on retainer.
- Dedicated regional project teams manage inbound leads, track pipeline activity, and ensure prompt and effective follow-up, leading to contract negotiation and execution with agency members.
- Onsite visits and consultations are coordinated with local agency members and partners to collect inputs and deliver compelling proposals.

GRANT AND INCENTIVE ASSISTANCE

- Highland maintains a regularly updated database of grants and incentive programs, and will lead applications on behalf of members to secure available funding for transportation solutions projects. To date, Highland has secured over

\$525 million in funding on behalf of districts nationwide, with 100% of the funds passed through to reduce project costs.

- Consultation is offered for incentive planning, reporting requirements, and contract price discounts where grant funds are used.

1.6.5. Describe your company's ability to produce and maintain full color print or electronic advertisements in camera ready format.

Highland regularly produces full color print-ready and electronic advertisements using in house graphic design and copy teams. We advertise regularly in trade magazines, on digital platforms including social media, YouTube, google and podcasts. We have an in-house Associate Creative Director that leads all ad development and we contract out to 3rd party agencies when needed for video production and animation as required. We use a platform called Lingo to store all photo and digital assets for ease of access when files are needed for sharing with outside vendors or partners.

Environmental Initiatives

1.7.1. Indicate if your company has any products in your offering that have any third-party environmental certifications.

Highland has been recognized internationally for its commitment to environmental sustainability, business model innovations, and clean technology, including awards such as TIME's 100 Most Influential Companies (2024) and the "Clean Technology Transportation Company of the Year" by the CleanTech Breakthrough Awards, in addition to other honors that underscore industry leadership in sustainable transportation.

Highland's offering includes products that carry third-party environmental certifications. As part of its RouteX, Fleet, and Depot offerings, Highland sources and leverages vehicles and, as applicable, charging equipment from OEM partners whose products meet rigorous standards, including but not limited to the following certifications where applicable:

ENERGY STAR Certification: Many of the Level 2 and Level 3 chargers recommended or deployed for Highland electrification projects are ENERGY STAR certified where applicable, demonstrating adherence to high energy efficiency and environmental performance standards.

UL and Nationally Recognized Testing Laboratory (NRTL) Certifications: All deployed equipment meets or exceeds the appropriate UL certifications for safety (e.g., UL2594, UL2231-1/2 for charging equipment), as required for use in the United States and other local codes and standards.

Open Standards and Interoperability: All hardware partners are required to be OCPP-compliant and many chargers support ISO 15118, demonstrating openness and compatibility with the electric mobility ecosystem, which is a requirement for many green procurement and sustainability-focused programs.

In addition, for all RouteX Shift projects with AEPA Members, Highland will give top ranking to local partners that demonstrate leadership in sustainability with vehicles meeting the highest environmental standards. This includes Clean Idle certification, Low NOx and CARB compliance, and U.S. EPA emissions standards, and the latest GHG and fuel-efficiency requirements. Fleets that go further by adopting low-carbon fuels such as renewable diesel or advanced natural gas, will be recognized as setting the bar for environmental excellence. As older vehicles are retired, every replacement will move toward a zero-emission EV wherever possible—or, if an EV is not yet feasible, the cleanest available ICE alternative will be prioritized.

1.7.2. Describe the business's "Green" objectives (e.g. LEED Certification, reducing footprint, reuse, reuse, recycle)

Highland's "Green" objectives are centered on supporting sustainability and significantly reducing environmental impacts through fleet electrification and strategic operational practices. Highland advances these objectives by:

Electrification of Transportation: Highland's core mission is to accelerate the transition from diesel to electric school and municipal fleets, directly reducing greenhouse gas emissions, NOx, and particulate matter in the communities served. This directly improves air quality and supports healthier, more resilient communities. An expanded commitment to electrification also brings substantial economic, operational, and educational benefits. By replacing diesel fleets with electric alternatives, Highland helps districts and municipalities cut fuel and maintenance costs over the lifespan of their vehicles, often saving thousands of dollars per bus each year compared to conventional options. Beyond financial savings, electrification initiatives can serve as catalysts for workforce development and community engagement—Highland actively collaborates with local stakeholders, utility partners, and training organizations to ensure a just transition for drivers, mechanics, and first responders, while providing educational content for students and community members about the advantages of zero-emission

transportation. This holistic approach to fleet electrification not only delivers measurable environmental impact but also cultivates more sustainable, future-ready communities prepared for emerging climate and technology challenges.

Sustainable Business Practices: Highland implements sustainability initiatives such as: Upgrading to energy-efficient LED lighting and deploying energy management systems at depots and offices.

Prioritizing remote and hybrid work options to reduce commutes and related emissions, and supporting public transportation use through employee incentives. Highland has established a workplace policy that allows employees to spend the majority of their working hours at home, with only minimal time required in the office—typically one to two days per week, and with some employees being fully remote. This flexible work model not only cuts down on the frequency and length of employee commutes, thereby significantly lowering overall transportation-related emissions, but also contributes to improved work-life balance and employee well-being. Additionally, Highland reinforces these efforts by offering incentives for the use of public transportation, such as subsidized monthly transit subscriptions, further encouraging employees to choose lower-emission commuting alternatives when travel is necessary.

Installing EV chargers at company headquarters and customer sites, with a high share of employees driving or using EVs.

Recycling and Circularity: The company is actively involved in responsible recycling initiatives, including ongoing research into the true service life and end-of-life management of EV batteries. In addition, Highland's process for fleet transition includes scrapping and removing older diesel vehicles, ensuring that they are recycled to prevent further pollution. Finally, when EV batteries are no longer viable for vehicle use, Highland pursues second-life applications for stationary storage before recycling, aiming for nearly 100% material recovery.

Reduction of Carbon Footprint: Measures to minimize materials and waste include standardizing project designs to reduce distances and resource use during construction, logistics optimization (route planning), and deploying low-emission logistics partnerships for shipping and deliveries.

Supply Chain Sustainability: Highland sets supplier requirements for energy efficiency, equipment service life, and recycling capabilities. The company establishes guidelines for suppliers to ensure environmentally responsible business practices.

Commitment to Continuous Improvement: Highland is in the process of developing formal sustainability policies and intends to publish its first annual Sustainability Report in early 2026.

The company regularly tracks and reports greenhouse gas emissions (Scope 1 and 2) and sets internal deployment targets for EVs, contributing directly to measurable climate action.

1.7.3. Describe what percentage of your offering is environmentally preferable and what are your company's plans to improve this offering?

Highland's business centers on making the transition from diesel and gasoline vehicles to zero-emission electric fleets as simple and affordable as possible for public sector and private fleet customers. All services are designed to accelerate electric vehicle deployment, eliminate harmful tailpipe emissions and significantly reduce greenhouse gas (GHG) emissions. This broad commitment applies to our turnkey RouteX Student Transportation Services contracts, Fleet-as-a-Service (Fleet), Depot-as-a-Service (Depot), FleetX fleet management platform, and our Operations and Maintenance offerings to maximize the uptime of districts existing EV deployments.

Plans to improve environmentally preferable offerings include the following:

Vehicle-to-Grid (V2G) Integration: Highland is a national leader in commercial V2G technology. We are actively deploying and scaling bi-directional charging projects to allow electric vehicles to support grid reliability, resilience, and renewable energy adoption while further reducing emissions and fossil reliance. Highland was awarded \$10.9M in US DOE funding to accelerate V2G adoption nationwide in 2024.

Battery Lifecycle Management: We are piloting and implementing comprehensive battery lifecycle management, including second-life use for batteries in less demanding vehicle applications and stationary energy storage, followed by nearly 100% battery recycling at end of life to maximize resource circularity.

Energy Management and Renewables: Highland is investigating expanding projects that combine electric fleets with on-site solar, battery storage, and microgrid capability for even lower-carbon operation and increased energy resilience.

Value Add

1.8.1. Describe any/all features of your company that you feel will provide additional value and benefit to a participating AEPA agency.

Highland offers numerous unique features and benefits that provide exceptional additional value to AEPA participating agencies beyond student transportation services. Our comprehensive approach transforms traditional transportation challenges into competitive advantages while delivering long-term operational excellence.

1. RouteX Shift

RouteX Shift is Highland's fully contracted student transportation service. Shift delivers on all aspects of pupil transportation, safely and reliably delivering students to and from school each day. RouteX Shift is an industry-first student transportation contract with a guarantee to "shift" or transition contracted vehicles to electric once cost-parity is achieved, at no additional cost to the district (unless apportioned by the district to further accelerate deployment). The "fleet electrification" mechanism in the underlying contract with the district accelerates electrification deployments and delivers on Highland's promise to improve the health of students and communities and the sustainability of student transportation services.

2. Zero Upfront Capital Costs with Fixed Annual Pricing

Highland's unique subscription-based, "as-a-service" to transition to electric vehicles removes all financial barriers by requiring no upfront capital expenditures. AEPA agencies pay only a fixed annual fee once projects become operational, enabling budget predictability over the contract term. RouteX Shift allows agencies to access modern transportation solutions in a budget-neutral way, without large capital expenditures or bond issuances to transition to electric.

3. Centralized Expertise and Single Point of Contact

Highland's solutions provide customers with a guaranteed path to successfully meet their student transportation and, where applicable, electrification goals. Currently, to go electric, districts must independently develop the expertise to manage the implementation costs and risks of EVSE and related services. Highland provides subject matter expertise, risk mitigation, and flexible capital to bundle all components of electrification into a single and affordable performance-based contract. Every customer, regardless of size or location, receives the benefit of Highland's expertise and scale. Our innovative "as-a-service" solutions address the cost and complexity of electrification. Our team brings experience that is capable of evaluating and managing the risks of new technology, energy costs, development and construction. We also bring financial expertise that can optimize cost of capital, including by leveraging depreciation and tax benefits. By taking on and spreading the high upfront costs over a longer-term

contract – and using our low cost of capital to do that – we can make charging and electrification affordable standards. This roll out includes incorporating this innovative model into our recent grant award through the Department of Energy Grid Resilience and Innovation Partnerships (GRIP). Highland brings what otherwise might be half a dozen separate subcontractors and vendors under one roof, serving as the agency's sole point of contact for deployment issues. Our turnkey solutions offer flexibility and interoperability that others in the electrification space cannot match, supported by expertise in evaluating and managing risks associated with new technology, energy costs, development, and construction.

4. Comprehensive Grant and Incentive Support

To support the Shift, Highland provides industry-best grants and incentives support at no extra charge. Our in-house team of grant experts has secured over \$525 million in grants and incentives since 2019, effectively de-risking capital expenditures for public sector partners. We design financial structures that optimize incentive impact and handle all application processes, compliance requirements, and ongoing reporting.

Highland passes 100% of all grant, incentive, and tax benefits received to districts, ensuring maximum cost savings while providing ongoing financial planning and optimization support throughout the fleet electrification journey. Not only does this effectively reduce overall project costs, but it shifts the burden of upfront expenditures away from school districts, de-risking the transition to electric fleets and providing for a predictable annual fee spread over the life of the contract.

5. Industry-Leading Uptime Guarantee

For our bundled Fleet and Depot-as-a-Service offerings, Highland provides the industry's only 97% charger uptime guarantee on an annual basis. If charger uptime falls below 97%, we credit the agency's annual contract price by an amount equivalent to the percentage below the 97% threshold. This guarantee ensures agencies can rely on consistent, operational charging infrastructure throughout the contract term.

6. Long-Term Asset Stewardship

Since Highland owns and operates assets under our as-a-service solutions, we assume full residual value risk, making long-term stewardship critical to our economic success. This creates a major differentiator compared to competitors who lack stake in equipment longevity. We are the sole source of accountability for system issues throughout the

contract term, working collaboratively with customers, dealers, and manufacturers to resolve problems quickly.

7. Proprietary FleetX Charge Management Platform

Our first-of-its-kind FleetX software platform provides comprehensive fleet management capabilities unavailable from other providers. The platform monitors overall system health, supports communications between batteries and chargers, and optimizes charging schedules based on operational demands and grid conditions. This highly interoperable platform accommodates varying vehicle and charger types while reducing electricity costs through managed charging optimization.

8. National Leadership in Vehicle-to-Grid Technology

Highland is recognized as a national leader in commercial V2G implementations, having deployed the first commercial V2G programs in multiple states. Our V2G capabilities enable electric vehicles to serve as mobile distributed batteries, enhancing grid flexibility and resilience while generating additional revenue streams for agencies. This includes participation in utility demand response programs and wholesale energy markets. In the summer of 2023, Highland partnered with Green Mountain Power (GMP) and virtual power plant (VPP) platform designer Dynamic Organics, to roll out the first electric school bus virtual power plant demonstration project in the country. In this pilot, GMP had direct platform-to-platform control over Highland's South Burlington, VT depot. GMP and Dynamic Organics sent detailed 24-hour schedules to the depot that dictated when the school buses charged, discharged, or did nothing. This allowed them to utilize every idle moment of the electric school bus fleet, all in service of the local grid and local conditions. After the success of this pilot, Highland and Dynamic Organics are developing a plan to roll these controls out across the U.S., allowing any utility to take advantage of the V2G potential of ESBs—all based on open and interoperable standards. This roll out includes incorporating this innovative model into our recent grant award through the Department of Energy Grid Resilience and Innovation Partnerships (GRIP).

9. Advanced Technology Integration and Innovation

Our research and development efforts continuously advance our solutions, including vehicle remote start technology for fleet preconditioning, modular installation methods to speed construction, custom low voltage disconnect solutions, and mobile charging solutions. We maintain close relationships with multiple equipment vendors and have

deployed chargers from prominent manufacturers including Autel, Zerova, Kempower, and Tellus.

10. Performance-Based Service Guarantees

Highland provides performance-based contracts with liquidated damages if we fail to meet obligations. Our service-level guarantees include:

- 30-minute remote response during business hours
- Management and oversight of manufacturer warranties
- Implementation of periodic maintenance protocols
- Net Promoter Score of +20 or higher

11. Enhanced Security and Cybersecurity Compliance

Highland successfully completed and passed the Department of Energy's highest level Cybersecurity Plan audit in November 2024, required for grant recipients to protect computer systems and networks. This ensures all AEPA member projects meet the incredibly high security standards established by the DOE, with comprehensive cyber security risk mitigation and physical security measures.

12. Air Quality Monitoring and Environmental Stewardship

Highland pilots both stationary and mobile air quality monitors as an add-on service to help agencies measure and track progress toward net-zero targets. Our EVs can serve as mobile sensing platforms mapping air quality throughout communities twice daily, helping optimize placement of permanent monitoring sensors and supporting environmental compliance efforts.

13. Workforce Development and Training Programs

We provide comprehensive training programs ensuring existing personnel retain positions while gaining new clean energy skills. Highland collaborates with equipment manufacturers to create tailored training programs for drivers, mechanics, staff, and first responders, maintaining a central repository of training materials accessible through our FleetX platform throughout the contract term.

14. Customizable Technology Solutions to Reduce Lead Times

Highland has partnered with manufacturers like Schneider Electric on first-of-its-kind programs to design standard equipment utilizing postponement methods to adapt products to utility requirements. This enables Highland to place orders before finalizing projects, significantly reducing lead times for customer delivery and project completion.

15. Volume Purchasing Power and Cost Optimization

Our national volume purchasing power and tax-advantaged financing structure allow Highland to secure charging infrastructure at lower prices and cost of capital than agencies could achieve independently. These savings translate directly to lower annual costs for AEPA members while providing access to premium equipment and services. In order to utilize our tax-advantaged financing structure, Highland, local partners and end user customers are subject to certain federal grant and assistance obligations, as consistent with and contemplated in the AEPA General Terms and Conditions, and standard financing provisions in agency/district contracts.

Disclosures

1.9.1. Does this business have actions currently filed against it? If Yes, AN ATTACHMENT IS REQUIRED: List and explain current actions, such as, Federal Debarment (on US General Services Administration's "Excluded Parties List"), appearance on any state or federal delinquent taxpayer list, or claims filed against the retainage and /or payment bond for projects.

No.

References

1.10.1. Provide contact information of your business's five largest public agency customers. Include the customer business name, contact name, title, phone number and email.

Montgomery County Public Schools [MD]

Jim Beasley

EV Manager

240-372-5282

james_beasley@mcpssmd.org

Product: Fleet-as-a-Service

Jackson Public Schools [MI]
Marcus Leon
CFO
Assistant Superintendent Finance & Operations
517-841-2203
marcus.leon@jpsk12.org
Product: Fleet-as-a-Service

Dearborn Michigan School District [MI]
Lisa Book
Transportation Director
313-827-3300
bookl@dearbornschools.org
Product: Fleet-as-a-Service

Charlotte Mecklenburg Schools [NC]
Delvico Dunn
Executive Transportation Director
980-343-7463
delvicod.dunn@cms.k12.nc.us
Product: Depot-as-a-Service

Dixie District Schools [FL]
Paul Bennett
Director of Safety, Facilities, and Special Projects
paulbennett@dixie.k12.fl.us
352-210-2580
Product: Depot-as-a-Service

Question Set 2: Service Questionnaire

Sales Data

2.1.1. Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company has sold products/service in the past 3 years.

In the past three years, Highland and local partners have been active in 41 of 50 U.S. states, including electric vehicle transition and charger projects in 27 of 31 member agency states. These include California, Colorado, Connecticut, Florida, Georgia, Illinois, Iowa, Indiana, Kansas, Kentucky, Massachusetts, Michigan, Minnesota, Missouri, Nebraska, New Jersey, New Mexico, North Carolina, Ohio, Oregon, Pennsylvania, South Carolina, Texas, Virginia, West Virginia, Washington, and Wisconsin.

2.1.2. Please refer to the chart of participating AEPA member States in this solicitation, and list the states that your company proposes to sell in.

Highland, both directly and indirectly through its partners, brings the internal and external resources necessary to support all AEPA participating member Agencies in all the States listed in the Solicitation, including Arkansas, California, Colorado, Connecticut, Florida, Georgia, Indiana, Kansas, Kentucky, Michigan, Minnesota, Missouri, Montana, Nebraska, New Mexico, North Carolina, North Dakota, Ohio, Oregon, South Carolina, Texas, West Virginia, Wisconsin and Wyoming, and other states these members sell into and all 31 member states, should additional members choose to participate in this solicitation upon award.

2.1.3. Please refer to the chart of participating AEPA member states in this solicitation and list the states in which your company has sales reps, distributors, or dealers.

Highland has sales reps, local partners, distributors, and/or dealers in all 24 participating AEPA member states, and the other states these members sell into, and all 31 member states, should additional members choose to participate in this solicitation upon award.

2.1.4. Does this company have an e-commerce website?

No, Highland does not operate an e-commerce website where products or services can be directly purchased online. The company's official website (highlandfleets.com) provides information about transportation solutions, services, and contact options but does not facilitate direct online transactions or purchases. Inquiries and transactions are personalized and require engagement with Highland's sales team.

2.1.5. If yes, provide the website address.

N/A

2.1.6. If applicable, describe your company's ability to integrate into other ecommerce sites. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)

N/A

2.1.7. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

Highland's dedicated customer portal FleetX has an open API architecture which allows integration of third-party systems. Highland has not yet had the specific customer request requirement to integrate FleetX directly with a district/agency ERP system.

Highland possesses extensive technical infrastructure and proven expertise that positions us exceptionally well to support such integrations. Our robust internal integration network of approximately 60 systems, combined with our dedicated integration and development team's multi-year experience with ERP systems, provides a solid foundation for delivering comprehensive public sector ERP integration solutions.

Highland's experienced 7-person technology and business systems team coordinates these systems. This team is comprised of highly qualified professionals with extensive backgrounds in technology management, platform integration, engineering, and business operations. Led by the Director, Business Systems, the team is responsible for overseeing the company's entire technology stack, including connected infrastructure, software platforms, connectivity, and integration with approximately 60 internal systems, ensuring seamless interoperability and robust data flows between critical business applications such as ERP, CRM, vehicle telemetry, and energy management systems.

Customer Support

2.2.1. Does this business have online customer support options?

Yes. Highland offers RouteX, Fleet and Depot clients/districts a dedicated portal (FleetX) which allows for direct engagement and management of fleet operations from any location. Through this portal, Highland's team provides ongoing support, from

planning to daily operation. Average response times through Highland's FleetX portal are 60 minutes.

2.2.2. Does this business have a toll free customer support phone option?

Highland provides a dedicated support line (for urgent issues, available 24/7 with call-backs within 1 hour). Each client/district has their own dedicated customer support representative (CSR) for support and troubleshooting, in addition to the aforementioned FleetX customer portal.

At this time, the CSR and Highland phone number is not toll-free (e.g., 978-288-1105).

2.2.3. Does this business offer local customer and support service options?

Yes, for contractor-operated routes, Highland along with local partners maintain a direct service force, including full-time service professionals and mechanics, backed by a local vehicle and equipment dealers to handle warranty items, if not managed or reimbursed in-house.

For district-operated routes, Highland offers local customer and support service options across the U.S. and Canada, including both remote and on-site support through a combination of direct employees and vetted local partners, vehicle and equipment dealers.

There are no regions in the U.S. where Highland does not provide support. The network of direct employees, local partners, dealers, installation, and O&M partners enables Highland to deliver full customer and technical support in all customer locations, including Alaska, Hawaii, and U.S. territories.

2.2.4. State your normal delivery time (in days) and any options for expediting delivery.

Delivery of services depends widely on product type and customer requirements, including equipment brand and type, and fuel type. Selection of specific brands or models—for example, a preference for certain OEMs in buses (such as Thomas Built, Blue Bird, IC) can affect both equipment lead times and the overall project schedule due to varying manufacturing backlogs and availability.

For RouteX Shift deployments with local partners, typical service delivery timelines range from a few days to weeks for contract extensions with existing district customers, to 3-6 months for new district contracts and new deployments. Highland and local partners can expedite delivery of service for new deployments by accessing underutilized or excess fleet vehicles at other locations (motorpool/rotable-pool) or by entering short-term leases with local bus dealers until new or assigned vehicles are available for service.

For Highland Fleet and Depot projects (new EV deployments) Highland's typical delivery timeline (which includes vehicle procurement, charger procurement and installation) is approximately 365 days (12 months) from contract award to trained and operational status. Highland distinguishes itself by proactive project management, design-build approach, and leveraging strong supplier relationships to mitigate risks and accelerate timelines where possible when required by the customer.

Highland maintains strong, direct relationships with a range of stakeholders, including school bus and charger manufacturers, engineering and depot development contractors, utility experts and relations, to help expedite delivery.

Partnerships with all major school bus OEMs and local bus dealers enable Highland to lock in production slots, facilitate timely vehicle deliveries, and coordinate ongoing maintenance and warranty claims efficiently. For vehicle servicing, Highland typically partners directly with local dealers, respecting long-standing district-dealer relationships, but can work directly with an OEM if needed.

In addition, Highland is charger brand agnostic, stocks, and has vetted multiple manufacturers for Level 2 and Level 3 chargers. Highland's substantial buying power allows for national bulk ordering and favorable pricing, which are passed along to the districts in service rates. These manufacturer partnerships also enable Highland to select, purchase, and install charging equipment efficiently, and accelerate service delivery.

2.2.5. State your backorder policy. Do you fill the order when available, or cancel the order and require participating agencies to reorder if items are backordered?

Fill orders when items become available.

Highland's backorder policy is to fill orders when items become available, rather than cancel and require agencies to reorder. If an item or vehicle required for service is backordered, Highland takes responsibility for managing supply chain and fulfillment,

leveraging its considerable national purchasing power and direct OEM relationships to minimize delays and ensure items are delivered as quickly as possible. If equipment or vehicles are subject to backorder, Highland's procurement team will keep the agency informed and coordinate timelines so that orders are filled as soon as inventory becomes available. The agency is not responsible for reordering. Highland's model insulates participating agencies from needing to track or manage backorders directly. The company does not cancel orders for backordered items, but instead manages fulfillment end-to-end, providing a turnkey solution.

2.2.6. Describe your company's payment terms as well as any quick pay discounts.

Highland's customer invoicing payment terms is net 30 days.

Specifically for the AEPA solicitation, Highland is pleased to offer a 0.5% NET30 (from service delivery) quick-pay discount. This is Highland's first time offering a quick-pay discount for a nationwide cooperative, in an effort to support the success of and representing our commitment to AEPA Members and districts nationwide.

2.2.7. State your company's return policy and any applicable restocking fees.

Any equipment changes, removals, or contract terminations are governed by service contract terms and conditions as entered into with the district/client. No restocking fee is applied in standard practice.

2.2.8. Describe any special program that your company offers that will improve customer's ability to access products, on-time delivery, or other innovative strategies.

Highland offers multiple special programs and innovative strategies specifically designed to improve customer access to products, ensure on-time delivery, and provide groundbreaking value through its RouteX, Fleet-as-a-Service, Depot-as-a-Service, FleetX Software offerings.

For Contractor-Operated Transportation, Highland's RouteX Shift provides an entirely unique option in the industry wherein districts can secure the services they need today with Highland's guarantee to "shift" or transition otherwise contracted, internal combustion vehicles to electric vehicles once cost-parity is achieved, at no additional cost to the district (unless apportioned to further accelerate deployment). The "fleet electrification" mechanism in the underlying contract with the district accelerates electrification deployments and delivers on Highland's promise to improve the health of

students and communities, and the sustainability of student transportation services. As grant and incentive programs become available (which Highland's grant team is constantly reviewing, applies for and oversees administration and reporting on, on behalf of districts), and electric vehicle costs decline as projected, Highland is obligated to deliver EV services and "Shift" to electric.

For District-Operated Transportation, Highland's Fleet-as-a-Service and Depot-as-a-Service models bundle all critical services—vehicle and charger procurement, infrastructure installation, site design, financing, fleet management software, staff training, and ongoing maintenance—into a single, long-term, turnkey contract, eliminating typical barriers such as upfront costs and complex procurement. This subscription-based model allows agencies and school districts to transition to electric fleets with fixed annual payments and pay nothing until the assets are operational.

Key Benefits:

- **No Upfront Costs:** Customers avoid large capital expenditures and spread costs over the contract term, enabling budget-friendly electrification.
- **Long-Term Stewardship:** Highland owns and manages assets during the contract, assuming residual value risk and responsibility for ongoing maintenance.
- **Performance-Based Guarantees:** All contracts come with uptime and route-readiness guarantees, with Highland financially accountable for underperformance.

Highland provides industry-leading service level guarantees for our As-a-Service products: under the company's Charger Uptime Guarantee, chargers are available for at least 97% of the time annually. Any shortfall results in direct credits to customers or liquidated damages.

Highland also offers its proprietary FleetX charge management; the portal enables customers to monitor real-time fleet status, battery health, charger availability, and maintenance alerts; submit support tickets, access digital training materials, and receive automated charge alerts for missed vehicle plug-ins; and benefit from remote charging optimization that reduces fuel/electricity costs, maximizes uptime, and supports vehicle-to-grid (V2G)/grid resilience programs. V2G solutions enable electric school buses and other fleet vehicles to discharge stored energy back into the grid when not in use, enhancing grid resilience and providing value to customers. The system is managed via Highland's FleetX platform, allowing for automated charge and discharge

scheduling, grid event response, and participation in virtual power plant programs with utilities. Highland has successfully piloted V2G projects—such as with Beverly Public Schools—proving the capability to support local grids and generate revenue.

Highland's Vice President, Supply Chain Ron Berhman previously worked at the largest student transportation solutions provider in the U.S., and oversaw supply chain and procurement for vehicles, equipment, and services for over 45,000 yellow school buses, serving over 1,400 districts and 2.25 million students daily. Ron is implementing strategies, including stronger relationships with OEMs that will aid in improved financial, delivery, and overall technology advancements for districts, and service level agreements including incentives and penalties for vehicles (including parts) to improve customer's ability to access services, vehicle uptime, safety, and reliability, and to ensure on-time delivery of services for current and new deployments.

Pricing

2.3.1. Is your pricing methodology guaranteed for the term of the contract?

Yes.

2.3.2. Will you offer customized price lists to participating entities as required per the pricing terms in the AEPA Terms and Conditions?

Yes.

2.3.3. Will you offer hot list pricing (optional) as described in the pricing terms in the AEPA Terms and Conditions/Specifications?

Yes.

2.3.4. Will you offer volume price discounts as described in the pricing terms of the AEPA Terms and Conditions/Specifications?

Yes. Please see Highland file titled "AEPA 026-E Part F - Pricing Workbook - Student Transp Solutions_Highland".

Competitiveness

2.4.1. Is the pricing that is proposed to AEPA equal to or lower than pricing your company offers to individual entities or cooperatives with equal to or lower

volume? In order for your response to be considered, your company must offer AEPA prices that are equal to or lower than those normally offered to individual entities or cooperatives with equal or lower volume.

Yes.

Offered pricing is equal to that offered to other nationwide cooperatives, and better than other nationwide cooperatives if AEPA members take advantage of the prompt-pay discount.

2.4.2. Is the proposed pricing LESS THAN individual customer and/or cooperatives receive? If so, indicate the percentage by which it is lower.

Yes.

Offered pricing is at least 15% discount off standard list price, with volume based discounts for deployments of 5 and 25 units across certain categories. Highland may extend additional discounts on a case-by-case basis.

Cooperative Contracts

2.5.1. Does your business currently have contracts with other cooperatives (local, regional, state, national)?

Yes.

Highland currently holds a contract with the Sourcewell cooperative.

Specific to energy procurement, Highland also holds contracts with SPURR (School Project for Utility Rate Reduction) and PowerOptions, in California and Massachusetts, respectively, specifically for Highland's Fleet and Depot products.

2.5.2. If YES, list the cooperative name and the respective expiration date(s) of your contract with the cooperative.

Highland Cooperative Contracts and Expiration Dates:

- 1) Sourcewell: July 19, 2027
- 2) SPURR (School Project for Utility Rate Reduction): November 15, 2026
- 3) PowerOptions: March 26, 2027

2.5.3. If YES, and your business is awarded an AEPA contract, explain which contract your business will lead with in marketing and sales representative presentations (sales calls)?

If our business is awarded an AEPA contract, we will lead with the AEPA contract in all marketing and sales presentations within AEPA member states.

AEPA represents an important strategic cooperative opportunity for three key reasons. First, the 24-state coverage provides access to over 36 million students. Second, AEPA's education-specific focus aligns perfectly with our core K-12 market. Third, the comprehensive scope covering all student transportation needs matches our full service capabilities to ensure districts are served in the way that best meets their needs.

Our implementation will include mandatory AEPA-specific training for all sales representatives, prioritizing AEPA opportunities in applicable markets and developing dedicated marketing materials with member agency co-branding options. Sales presentations will prominently feature AEPA contract benefits as the primary offering.

Our commitment to leading with AEPA contracts reflects both our contractual obligation and strategic recognition that AEPA represents the premier cooperative opportunity for student transportation services, making it our primary go-to-market vehicle for turnkey educational transportation solutions.

2.5.4. How will your company track sales, by Member Agency, that are attributable to AEPA?

Highland's cooperative purchasing consultant (who previously managed over 45 state and cooperative contracts) has helped Highland establish internal processes and procedures to ensure compliance with our current contracts. Highland will implement these same internal processes and procedures contracts with AEPA and Member Agencies to ensure 100% on time and accurate reporting and remittance payment.

First and foremost, Highland will "tag" or classify all AEPA Member Agency leads and opportunities as "AEPA - Member Agency" (e.g., "AEPA - CO BOCES") in Copper, Highland's Customer Relationship Management software system. This classification will follow the opportunity from initial contact all the way through contracting and operation. At the end of each month, a report will be run on all opportunities with a "Contract Executed" and "Operational" designation, with the "AEPA" family name and "Member Agency" specific name to ensure 100% on time and accurate reporting and attribution to AEPA and the specific Member.

Once passed from sales to origination and contracting, our legal and pricing teams work collaboratively and diligently to ensure that each contract includes accurate pricing, based on the pricing and product selection that AEPA has approved. Highland includes line items on quotes, invoices, and executed contracts to indicate whether an agreement is an AAPA agreement, and all of our contracts with AEPA Members will track the AEPA product SKU and identification number in the header or on the front page of the document. Additionally, our accounting team, which reports to our Controller, is responsible for maintaining and providing all necessary documentation after a contract is signed using AEPA, and—in collaboration with our legal team—for generating required quarterly reporting for sales and remittance of the proper administrative fee. Finally, at least two Highland employees will review every service contract with AEPA Members and every AEPA quarterly report to ensure the comprehensives (capture all sales) and accuracy of all documentation and reporting.

Fees

2.6.1. Do you include the administrative fee in the price of your products and/or services?

No.

2.6.2. If not, do you add on the administrative fee as a separate fee to the final invoice to the final customer?

Yes. Please note; the administrative fee for multi-year service contracts are issued in full upon delivery of services in Year 1.

If AEPA and/or Member Agencies would prefer, Highland can (upon award) include the administrative fee in pricing, in an individualized price list to each Member Agency for their respective Buyers, based on the Member Agency's unique administrative fee.

2.6.3. Are shipping and handling costs included in the price of your products and/or services? (See Part A, Section IV. 11)

Yes.

2.6.4. If not, do you add on applicable shipping and handling fees separately on invoices

N/A

2.6.5. Does your business offer leasing arrangements under this solicitation?

No. Highland's offerings are classified as a service.

2.6.6. If yes, please indicate how the rate factor is determined and indicate any other cost factors related to leasing.

N/A

Recommendation for New Contracts

AEPA 026-E Student Transportation Services

RFPs received that were rejected PRIOR to Category Committee evaluation with cause for rejection:

HopSkipDrive, incomplete submission, missing pricing workbook

RFPs received that were rejected DURING Category Committee evaluation with cause for rejection:

None

Methodology Used by the Committee for Determination:

Responsive and responsible Respondents(s) based on the attached RFP criteria.

Vendor(s) recommended with reason for recommendation:

First Student Score 92.33 highest score, meets specifications.

Highland Fleet Score 86 is a unique offering to members that is not comparable to other vendors.

EverDriven Score 78.06 meets specifications, however there are state specific deviations and exceptions, see attached for details.

The responses below listed deviations and/or exceptions. Attach Exceptions & Deviations document(s) :

See attached document

Proposed Motion:

The Category Committee recommends AEPA reject the RFPs from: N/A

Proposed Motion:

The Category Committee recommends the following responses for approval by AEPA: First Student as submitted, EverDriven, noting exceptions and deviations, Highland Fleet excluding trucks.

Committee Members

Committee Chair - Name & Signature:

Anna Marie Hollander

Committee Member: Christine Werner

Committee Member: Andrew Pickens

Committee Member:



Acceptance of Solicitation & Contract

Association of Educational

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

Business Name	<u>Highland Electric Fleets, Inc</u>	Date	<u>9/14/2025</u>
Address	<u>200 Cummings Center, Suite 273D</u>	City, State Zip	<u>Beverly, MA 01915</u>
Contact Person	<u>Brendan Beasley</u>	Title	<u>General Counsel</u>
Authorized Signature	<u>Brendan Beasley</u>	Title	<u>General Counsel</u>
Email	<u>brendan@highlandfleets.com</u>	Phone	<u>773-343-1428</u>

PART II: AWARDING MEMBER AGENCY

Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>Cooperative Purchasing Connection</u>		
Authorized Representative	DocuSigned by: <u>Jane Eastes</u>	Executive Deputy Director	
Authorized Signature	<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <u>Jane Eastes</u> <small>6D9BB132BB3040A</small> </div>		
Awarded this	23rd	day of	December
Contract to commence - check one (Member Agency to select)		Contract Number	026-E
		<input type="checkbox"/> 3/1/2026	<input checked="" type="checkbox"/> Or 12/23/25

By initialing the table (1-12) and signing below, I certify that the information in this form is true, complete and accurate and I am authorized by my business to make this certification and all consents and agreements contained herein.

Respondent Certification (By Initials)	Respondent Certification	Date
1. Violation of Contract Terms and Conditions	Yes	BB
2. Termination for Cause of Convenience	Yes	BB
3. Davis-Bacon Act	Yes	BB
4. Contract Work Hours and Safety Standards Act	Yes	BB
5. Right to Inventions Made Under a Contract or Agreement	Yes	BB
6. Clean Air Act and Federal Water Pollution Control Act	Yes	BB
7. Debarment and Suspension	Yes	BB
8. Byrd Anti-Lobbying Amendment	Yes	BB
9. Procurement of Recovered Materials	Yes	BB
10. Profit as a Separate Element of Price	Yes	BB
11. General Compliance with Participating Agencies	Yes	BB
12. Governing Law; Forum Selection.	Yes	BB

Highland Electric Fleets, Inc.

Name of Business

Brendan Beasley

Signature of Authorized Representative

Brendan Beasley

Printed Name

9/14/2025

Date

Solicitation Affidavit

Instructions: This form must be signed by the business's authorized representative and notarized below. If awarded, the Respondent is required to produce a copy of this document for each Member Agency with which it contracts.

1. The undersigned, is duly authorized to represent the persons, business and corporations joining and participating in the submission of the foregoing bid (such persons, business and corporations hereinafter being referred to as the Respondent), being duly sworn, on his/her oath, states that to the best of his/her belief and knowledge no person, business or corporation, nor any person duly representing the same joining and participating in the submission of the foregoing bid, has directly or indirectly entered into any agreement or arrangement with any other Respondents, or with any official of the **Member Agency**, or any employee thereof, or any person, business or corporation under contract with the **Member Agency** whereby the Respondent, in order to induce the acceptance of the foregoing bid by the **Member Agency**, has paid, or is to pay to any other Respondent, or to any of the aforementioned persons, anything of value whatever, and that the Respondent has not, directly nor indirectly entered into any arrangement, or agreement, with any other Respondent or Respondents which tends to or does lessen or destroy free competition in the letting of the contract sought for by the foregoing bid.
2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
3. This is to certify that neither I, nor to the best of my knowledge, information and belief, the Respondent, nor any officer, director, partner, member or associate of the Respondent, nor any of its employees directly involved in obtaining contracts with the **Member Agency**, or any subdivision of the state has been convicted of false pretenses, attempted false pretenses, or conspiracy to commit false pretenses, bribery, attempted bribery or conspiracy to bribe under the laws of any state or federal government for acts or omissions after January 1, 1985.
4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
6. This is to certify that the Respondent is authorized by the manufacturer(s) to sell all proposed products on a national basis.
7. This is to certify that we have completed, reviewed, approved, and have included all information that is required of these bid forms.

Brendan Beasley

200 Cummings Center, Suite 273D

Authorized Representative (Please print or type)

Mailing Address

General Counsel

Beverly, MA 01915

Title (Please print or type)

City, State, Zip



Signature of Authorized Representative

Date

9/14/2025

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

Rebecca Stoy Bensley SUBSCRIBED AND SWORN TO before me this 14th day of SEPTEMBER 2025 by

Notary Public
My Commission expires: 03 31 2028
Notary ID: NFA



JASON ROBERT POLAND
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 31, 2028

Solicitation Affidavit-Page 2 of 2



Acceptance of Solicitation & Contract

Association of Educational

Instructions: PART I of this form is to be completed by the Respondent and signed by its Authorized Representative. PART II will be completed by the AEPA Member Agency only upon the occasion of the bid award. If approved by AEPA, the Member Agency will provide a copy of the document to the Respondent.

PART I: RESPONDENT

In compliance with the Published Solicitation (IFB OR RFP), the undersigned warrants that I/we have examined all Instructions to Respondents, associated documents, and being familiar with all of the conditions of the solicitation, hereby offer and agree to furnish all labor, materials, supplies, and equipment incurred in compliance with all terms, conditions, specifications, and amendments associated with this IFB OR RFP and any written exceptions to the bid. The signature also certifies understanding and compliance with the certification requirements of the AEPA Member Agency's Terms and Conditions and/or Special Terms and Conditions. The undersigned understands that their competence, ability, capacity and obligations to offer and provide the proposed tangible personal property, professional services, construction services, and other services on behalf of the Vendor Partner as well as other factors of interest to the AEPA Member Agency as stated in the evaluation section, will be a consideration in making the award.

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Address	<u>200 Cummings Center, Suite 273D</u>	City, State Zip	<u>Beverly, MA 01915</u>
Contact Person	<u>Brendan Beasley</u>	Title	<u>General Counsel</u>
Authorized Signature	<u>Brendan Beasley</u>	Title	<u>General Counsel</u>
Email	<u>brendan@highlandfleets.com</u>	Phone	<u>773-343-1428</u>

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Your bid response for the above-identified bid is hereby accepted. As a Vendor Partner, you are now bound to offer and provide the products and services identified within this solicitation, your response, and approved by AEPA, including all terms, conditions, specifications, exceptions, and amendments. As a Vendor Partner, you are hereby not to commence any billable work or provide any products or services under this contract until an executed purchase order is received from the AEPA Member Agency or Participating Entities. This contract intends to constitute the final and complete agreement between the AEPA Member Agency and Vendor Partner, and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall bind any of the parties hereto. No change or modification of this contract shall be valid unless in writing and signed by both parties to this contract. If any provision of this contract is deemed invalid or illegal by any appropriate court of law, the remainder of this contract shall not be affected thereby. The initial term of this contract shall be for up to fifteen (15) months and will commence on the date indicated below and continue until February 28, 2027 unless terminated, canceled, or extended. By mutual written agreement the contract may be extended for three (3) additional 12-month periods after this initial contract term. In the event the AEPA Board does not recommend renewal of the contract, or the contract expires, it may be extended for up to six (6) months by an AEPA state.

Awarding Agency	<u>North Dakota Educators Service Cooperative</u>		
Authorized Representative	DocuSigned by: <u>Jane Eastes</u>	Executive Deputy Director	
Authorized Signature	<u>Jane Eastes</u> 6D9RR132RR3040A		
Awarded this	23rd	day of	December
Contract to commence - check one (Member Agency to select)		Contract Number	026-E
		<input type="checkbox"/> 3/1/2026	<input checked="" type="checkbox"/> Or 12/23/25

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8. Byrd Anti-Lobbying Amendment	Yes	BB
9. Procurement of Recovered Materials	Yes	BB
10. Profit as a Separate Element of Price	Yes	BB
11. General Compliance with Participating Agencies	Yes	BB
12. Governing Law; Forum Selection.	Yes	BB

Highland Electric Fleets, Inc.

Name of Business

Brendan Beasley

Signature of Authorized Representative

Brendan Beasley

Printed Name

9/14/2025

Date

Solicitation Affidavit

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2. This is to certify that the Respondent, or any person on his/her behalf, has not agreed, connived, or colluded to produce a deceptive show of competition in the manner of the bidding, or award of the referenced contract.
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4. This is to certify that the Respondent or any person on his behalf has examined and understands the terms, conditions, the scope of work and specifications, and other documents of this solicitation and that any and all exceptions have been noted in writing and have been included with the bid submittal.
5. This is to certify that if awarded a contract, the Respondent will provide the equipment, commodities, and/or services to members and affiliate members of the Agency in accordance with the terms, conditions, the scope of work and specifications and other documents of this solicitation in the following pages of this bid.
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Brendan Beasley

200 Cummings Center, Suite 273D

Authorized Representative (Please print or type)

Mailing Address

General Counsel

Beverly, MA 01915

Title (Please print or type)

City, State, Zip



Signature of Authorized Representative

Date

9/14/2025

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

Rebecca Stoy Bensley SUBSCRIBED AND SWORN TO before me this 14th day of SEPTEMBER 2025 by

Notary Public
My Commission expires: 03 31 2028
Notary ID: NFA



JASON ROBERT POLAND
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
March 31, 2028

Solicitation Affidavit-Page 2 of 2