TIPS VENDOR AGREEMENT

Between

Delta-T Group, Inc.

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

170705 Staffing Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer. **Disclosures**

- 1. Vendor affirms that he/she 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 this Agreement.
- 2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and 3 of 11

the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order form a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFOMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILTY TO INDEMNIFY ANY PARTY.

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. Tips shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the

inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

See next page

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- Agreements: All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170705 Staffing Services

Company Name Delta-T Group, Inc.				
7500 North Dreamy Draw Drive, Suite 212				
Phoenix State AZ Zip 85020				
Phone (877) 384-1730 Fax (602) 906-8216				
Email of Authorized Representative rfp@deltatg.com				
Name of Authorized Representative Scott McAndrews				
Title President				
Signature of Authorized Representative / / / / / / / / / / / / / / / / / / /				
Date August 17, 2017				
TIPS Authorized Representative Name Meredith Barton				
Title Vice-President of Operations				
TIPS Authorized Representative Signature Meredith Barton				
Approved by ESC Region 8 David Wayne Fitts				
Date 9/24/17				

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Info	ormation	Ship to Information
Bid Creator Email Phone Fax	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 Contracts Support	Address Contact Department Building
Bid Number Title Bid Type Issue Date Close Date	170705 Staffing Services RFP 7/6/2017 08:03 AM (CT) 8/18/2017 03:00:00 PM (CT)	Department Building Floor/Room Telephone Fax Email		Floor/Room Telephone Fax Email
Supplier Inforr	mation			
Company Address	Delta-T Group Inc 950 Haverford Rd, Ste 200			
Contact Department Building	Bryn Mawr, PA 19010			
Floor/Room Telephone Fax Email	(800) 251-8501 x3064			
Submitted Total	8/18/2017 08:57:26 AM (CT) \$0.00			
By submitting	your response, you certify that yo	ou are authori	zed to represent and bind	your company.
Signature Sc	ott McAndrews		Email contra	actadmin@deltatg.com
Supplier Notes	S			
Bid Notes				
Bid Activities				
Bid Messages				

‡	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
1	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Medical and behaviorial healthcare referral service.
6	Primary Contact Name	Primary Contact Name	Rachana Patel
7	Primary Contact Title	Primary Contact Title	Senior Vice President
3	Primary Contact Email	Primary Contact Email	rfp@deltatg.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(484) 919-1752
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(215) 220-2669
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(484) 919-1752
12	Secondary Contact Name	Secondary Contact Name	Daniel Peterman
13	Secondary Contact Title	Secondary Contact Title	Program Manager
14	Secondary Contact Email	Secondary Contact Email	dpeterman@deltatg.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(800)251-8501
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(215) 220-2669
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Rachana Patel
	Admin Fee Contact Email	Admin Fee Contact Email	rfp@deltatg.com

20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(484) 919-1752
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rachana Patel
22	Purchase Order Contact Email	Purchase Order Contact Email	rfp@deltatg.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(484) 919-1752
24	Company Website	Company Website (Format - www.company.com)	www.deltatk12.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	23-2707403
26	Primary Address	Primary Address	950 East Haverford Road, Suite 200
27	Primary Address City	Primary Address City	Bryn Mawr
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	PA
29	Primary Address Zip	Primary Address Zip	19010
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Temporary, Employment, Nursing, Referral
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Bryn Mawr
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Pennsylvania

Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on (No Response Required) PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." Yes - No A publicly held corporation; therefore, this reporting 36 Nο requirement is not applicable? 37 Yes - No Is owned or operated by individual(s) who has/have been Nο convicted of a felony? If your firm is owned or operated by the following Please provide details of the conviction. This is not individual(s) who has/have been convicted of a necessarily a disqualifying factor and the details of the felony: conviction determines the eligibility. Providing false or misleading information about the conviction is illegal. Pricing information section. (Questions 39 - 43) (No Response Required) Pricing Information: 40 Discount Offered What is the MINIMUM percentage discount off of any item 0% or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. Vendor agrees to remit to TIPS the required administration Yes Yes - No TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Do you offer additional discounts to TIPS members for Yes - No No large order quantities or large scope of work?

44	Start Time	Average start time after receipt of customer order is working days?	5
45	Years Experience	Company years experience in this category?	28
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No

Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next

attribute question.

53 Regulatory Standing Regulatory Standing explanation of no answer on previous

question.

By submission of this bid or proposal, the Bidder certifies (No Response Required)

Yes

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Instructions for Certification:

- 1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

56 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

By submitting this offer and certifying this section, this bidder:

Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

Yes

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain

provisions covering the following, as applicable.

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess

of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and

TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?

(No Response Required)

Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or Yes requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100.000)

Does vendor agree?

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part

Does vendor certify that it is in compliance with the Clean Air Act?

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree

to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a

prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee

equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and

will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if

signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

67 Remedies Explanation of No Answer

68 Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

69 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

Yes, I Agree

Yes

Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do

you agree to these terms?

Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbindina

mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue

Do you agree to these terms?

Do you agree to these terms?

Alternative Dispute Resolution Explanation of No Answer

Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms?

Yes, I Agree

Yes, I Agree

Yes, I Agree

Infringement(s) Explanation of No Answer

Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

75 Acts or Omissions Explanation of No Answer

Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Payment Terms:

Yes

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: http://www.statutes.legis.state.tx.us/
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

None

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal

sal

Yes

invitation?

80 Solicitation Deviation/Compliance

81 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

82 Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

Yes

83 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

ine Items		
	Response Total:	\$0.00

REFERENCES	
INCCENCIAL	

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Mastery Charter Schools	Patrick Miller	patrick.miller@masterycharter.org	215-606-7639
Baltimore City Public Schools	e City Public Schools Patricia Mullen pa		410-396-0775
Delaware County Intermediate Unit			610-357-5462
Phoenix Union High School	Wendy Collison	collison@phxunion.org	602-764-1025

RFP 170705 Staffing Services

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

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

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

Delta-T Group, Inc.		
Name/Address of Organization		
Scott McAndrews		
Name/Title of Submitting Official		
IN MIN	August 17, 2017	
Signature	Date	

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See next page for public burden disclosure.)

Approved by OMB 0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Fede a. bid/of b. initial c. post-	fer/application a a. initial filing b. material change	
4. Name and Address of Reporting Entity:		5. If Reporting I and Address of	Entity in No. 4 is Subawardee, Enter Name Prime:
Prime Subawarde Tier,			
Congressional District, if known?		Congressional D	vistrict, if known:
6. Federal Department / Agency:		7. Federal Progra	am Name / Description:
			r, if applicable:
8. Federal Action Number, if known:		9. Award Amou	nt, if known:
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a)(first name, MI):	
	(attach Continuat	on Sheet(s) SF-LLL-A	a, if necessary)
11. Amount of Payment (check all that apply): actual	□ planned	□ a. retaine □ b. one-tir	ne fee
12. Form of Payment (check all that apply) □ a. cash □ b. in-kind; specify: nature value		□ c. commission □ d. contingent fee □ e. deferred □ f. other; specify:	
14. Brief Description of Services Performed or contacted, for Payment Indicated in Item 11:	to be Performed and Date	s) of Service, including	g officer(s), employee(s), or Member(s)
	(attach Continua	tion Sheet(s) SF-LLL	-A, if necessary)
15. Continuation Sheet(s) SF-LLL-A attached:	∐Yes ∐No		la mall
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the congress semiannually and will be available		Signature:	McAndrews
		Title: President Telephone No: (877) 384-1730 Date: August 17, 2017
for public inspection. Any person who fails to fails disclosure shall be subject to a civil penalty of and not more than \$100,000 for each such failure.	not less than \$10,000	Telephone 140.	Date.
Federal Use Only:			Authorized for Local Reproduction Standard From - LLL

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A <u>or</u> B <u>or</u> C.

Official: Scott McAndrews

Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official:

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:

Scott McAndrews

OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Signature of Authorized Company Official:

Name of Felon(s):

Details of Conviction(s): _____
You may attach anther sheet

CERTIFICATION BY CORPORATE OFFERER

RFP 170705 Staffing Services

IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.
OFFERER: Delta-T Group, Inc.
(Name of Corporation)
I, Scott McAndrews certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)
named as OFFERER herein above; that
Scott McAndrews
(Name of person who completed proposal document)
who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as
President
(Title/Position of person signing proposal/offer document within the corporation)
of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
CORPORATE SEAL if available
SIGNATURE Scott McAndrews
August 17, 2017 DATE
$D\Pi\Pi$

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)
YES or NO
2. If yes, do you agree to comply with the following federal requirements? (Circle one)
YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
Company Name Delta-T Group, Inc.
Print name of authorized representative Scott McAndrews
Signature of authorized representative
August 17 2017

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS **GOVERNMENT CODE, CHAPTER 552**

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well,

receives a Public Information Request statute(s) regarding any claim of conf of solicited product or service may be Attorney General shall make the final TIPS is confidential and exempt from	t.) Education Service identiality and shall deemed as public in determination whet	e Center Region 8 and not be liable for any re formation under Chap	TIPS will follow procedures of contr lease of information required by law ter 552 Tex Gov't Code. The Office	olling . Pricing e of Texas
I <u>DO NOT</u> desire to expressly waive to the competitive procurement proces with our response to Education Servic classify and deem confidential under confidential treatment of the enclosed	ss (e.g. RFP, CSP, B se Center Region 8 a Texas Gov't Code Se	id, RFQ, etc.) by comp nd TIPS. The attached	pleting the following and submitting to contains material from our proposal	this sheet
Name of company claiming confid	ential status of ma	terial		
Printed Name, Title, and Signature	of authorized com	pany officer claimin	g confidential status of material	
Address	City	State ZIP	Phone	
ATTACHED ARE COPIES OF RFP 170705 Staffing Services	PAGES OF	CONFIDENTIAL N	MATERIAL FROM OUR PROPO)SAL
Express Waiver: I desire to expression within our response to the competit following and submitting this sheet Delta-T Group, Inc.	tive procurement p	rocess (e.g. RFP, CS	P, Bid, RFQ, etc.) by completing	
Name of company expressly waiving Scott McAndrews, President	ng confidential sta	tus of material	Somme	
Printed Name, Title, and Signature 7500 North Dreamy Draw Drive, Suite 212	-	pany officer expression AZ 85020	ly waiving confidential status of n (877) 384-1730	naterial
Address	City	State ZIP	Phone	



August 17, 2017

Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686

RE: RFP #170705 Temporary Personnel and Related Services

To Whom It May Concern:

Delta- T Group, Inc. (Delta-T) is pleased to respond to The Interlocal Purchasing System's (TIPS) and Region 8 ESC RFP for Staffing Services. Delta-T is a comprehensive and integrated educational services company designed to relieve educational entities of the administrative burden in recruiting, training, scheduling, managing and retaining their workforce, allowing TIPS Members to concentrate on their core objective: supporting and/or providing quality education.

In nearly three decades of being in business, Delta-T has organically grown into a reputable workforce solutions provider with a presence all across the United States. We specialize in education, behavioral health, and healthcare staffing exclusively for the public and quasi-public sector, including educational entities (schools, IU's, ESA, ESCs, charters, private schools, etc.), government agencies, and non-profit organizations across the country.

Delta-T currently operates in over 600 schools districts, over 20 collaborative / consortia, 30 different municipalities and local government facilities throughout the United States. This diverse experience in serving every type of educational agency, core focus on education and behavioral health, and the fact that we focus on quality services in our niche capacity throughout the United States sets us apart from other companies.

We have three main objectives to achieve a successful outcome for Choice Partners and its Members:

- Provision of High Quality Staff Achieved by diligent sourcing, behavioral screening, position knowledge testing, credentialing and training to provide only the most qualified professionals with the skills and demeanor necessary to serve diverse needs.
- Consistent and Proactive Customer Service Achieved by providing around the clock live support, regular communications with the Program Manager, site visits and routine reporting so that the Member(s) can feel comfortable knowing that Delta-T is available whenever we're needed.
- Cost Efficiency Achieved by carefully assessing the marketplace and charging rates that are competitive, in line with industry standards, and allow for the staffed professionals to be fairly compensated.

Should you have any questions or wish for us to make an oral presentation of our capabilities, please contact Rachana Patel, Senior Vice President, at (484) 919-1752 or by email at rfp@deltatg.com.

Sincerely,

Erica Vanaver

Erica Vanaver Proposal Administrator



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EXECUTIVE SUMMARY

Few organizational systems need to adapt to change as often and to the extent that educational entities and government agencies do. Public sector agencies are faced with restricted budgets, rising and unprecedented costs. Among the most significant current workforce challenges is the impact of The Affordable Care Act's "30-hour" rule. Agencies must take on the burden of managing to the Rule by cutting hours, paying health benefits where they have not before, or paying penalties for not doing so.

None of the choices are easy, particularly for management of personnel. Cutting hours completely could negatively impact student success at a time when schools have increased accountability. Job-sharing to manage hours to the Rule could do the same: Consistency in staffing is critical, given the significant relationship school-based personnel and students have with each other and with the teacher; and with parents and community resources. Paying either benefits or penalties could be budget-busting for school districts that may already be fiscally constrained.

Yet, education has never been about the bottom dollar, but about community growing its youth. Delta-T recognizes that the TIPS Members might feel vulnerable, even susceptible, trusting another to find the right fit for your children, inclusive of your most fragile student populations. Our expertise is reflected in our recruitment strategies, retention programs, and high-touch culture to ensure we provide the best people, what we call, "the Dedicated Professional," to serve your students and consumers, every day.

Our expansive experience also means that we have likely addressed any issue that might arise – and we not only have an answer for it, but a best practice. For example...in dealing with transitions such as this where there are many community voices with a stake we make sure that we are transparent in our actions, results and communications not only through transition but the first 100 days and through the term of the contract. Indeed, that's why propose a 20% overage pool, for example, to ensure sufficient coverage. It is why we strive to recruit most of your staff from people either you or we know already, instead of Internet and social media campaigns. And it is why we commit to best fit, including replacements within two to four hours, among other elements of our proposal.

Our performance reflects the benefits of our Agile Management approach and our ability to quickly respond. Our management dynamically adjusts to changing requirements by a "Show As You Go" philosophy via frequent, ongoing communications, and integral adjustments. Daily conversations, weekly meetings, and ongoing data analysis support collaboration that leads to forecasting, not reactive, personnel management.

Delta-T Group is nimble enough **to do whatever it takes—and then some—**to meet our clients' expectations. And we do, as our relevant references attest.



Delta-T Benefits and Feature Highlights

Delta-T Group

Feature Highlights

1. Seamless Transition

- · Projected 92% incumbent hire rate
- Anticipated recruitment of >50% of staff from pool we already know
- A record of successful transitions in last 3 years
- 90⁺% retention rates

2. Sufficient Coverage

- · Projected 95% minimum fill rate
- · 20% overage as backup pool
- · >50% fills preplanned; forecasting
- · Rapid Response teams for aggressive fill needs
- 24/7 live on- call response

3. Superior Service

- Experts in child development, behavioral health & education inform approach
- · 10-20 hrs. of training prior to work
- · Agile Management via collaboration, "show-as-you-go"

4. Savings in Time & Money

- Beyond Staffing: Consultation inclusive of training, compliance, meaningful data for personnel and budget forecasting
- Suite of other professionals for comprehensive personnel needs
- Performance Guarantees

Benefits



Smooth Contract Management

- · Alleviate stakeholder concern
- Reduced admin time



Smooth Classroom Management

- Readiness --not reactiveness -to routine & acute coverage
- Readiness—not reactiveness to routine and acute crises



Cost savings

- · Lower overall staffing costs
- Compliance = Government reimbursements



Child Growth

based on quality, consistency of educational personnel provided by Delta-T Group



About Delta-T

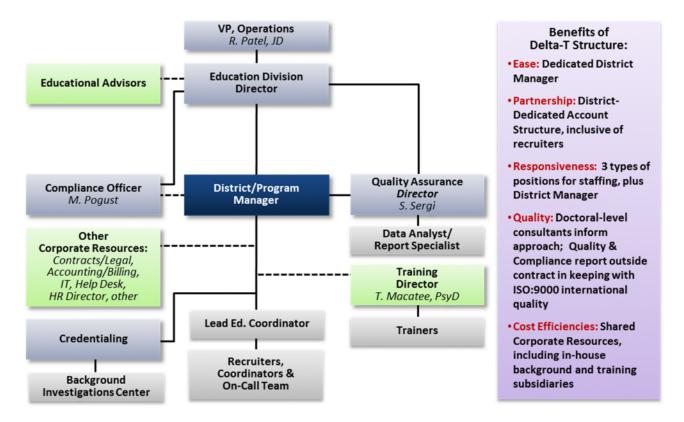
Name:	Delta-T Group, Inc.		
Corporate Address:	950 Haverford Rd., Suite 200, Bryn Mawr, PA 19010		
Local Regional Office:	Plaza at Squaw Peak; 7500 N. Dreamy Draw Drive, Ste. 212		
(See Full Listing of Offices)	Phoenix, AZ 85020		
EIN Number	23-2707403		
Dun & Bradstreet Number	79-643-0536		
Business Design:	Delta-T is a national company with 15 regional offices that service public entities,		
_	primarily educational entities and municipalities throughout the United States. Our		
	corporate office houses our shared resources and is located outside of Philadelphia,		
	PA. Our regional offices are hubs that oversee operations in several states each.		
	We have a regional office in Phoenix, AZ that is responsible for our operations in		
	the State of AZ, CO, and NM. We have offices in CA, TX, GA, FL, MI, IL, MA, CT, VA,		
	DE, NJ, and MD. Each regional office is composed of staff members that are		
	responsible for customer service and operations for their territory.		
	Our roots are as a pioneer behavioral health staffing agency. Delta-T has grown to		
	become a One Stop Solution for our Educational Clients by providing services to		
	support their Special and General Education needs, in and outside of school		
	settings, and providing all type of school staff from paraprofessionals to teachers to		
	psychologists and nurses.		
Service Sector:	Educational (School Based) and Behavioral/Allied Health (Special Education and		
CI:	Related Services) Services represents the majority of our overall business.		
Client Mix:	Our customer mix is 90% public and quasi-public sector and 10% private. Our		
	school services are provided to public, non-public and charter schools, intermediate		
	units, wrap-around programs, educational organizations and programs for Head		
	Start/Early Head Start, alternative and special education.		
	Client Mix		
	Healthcare (HMOs,		
	Healthcare (HMOs, Hospitals)		
	Healthcare (HMOs,		
	Healthcare (HMOs,		
	Healthcare (HMOs, Hospitals) 10% Govt and Schools		
	Healthcare (HMOs, Hospitals) 10% Non-Profits 30% Govt and Schools 60%		
Sales Volume:	Healthcare (HMOs, Hospitals) 10% Non-Profits 30% Delta-T has had steadily increased revenues in the last few years. In 2016 our		
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Sales Volume: Available Resources:	Healthcare (HMOs, Hospitals) 10% Non-Profits 30% Delta-T has had steadily increased revenues in the last few years. In 2016 our revenue was approximately over \$100M. Employees: Delta-T has on staff over 400 internal staffing and sales staff.		
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What sets Delta-T apart is its commitment to excellence. We set high standards, and we exceed them. We create within our company groups of specialized teams, such as our Education Division. These specialists are knowledgeable about the many facets of the different personnel involved with servicing schools and are able to provide consistent, focused and results-driven program management to ensure that the student populations receive the support that they need in order to increase achievement. Within each of these Divisions, we have teams that focus on further narrow groupings of services, for example, Nursing, Related Services, and Behavioral Teams. This specialization allows us to truly find the Right Fit individuals to support your students.

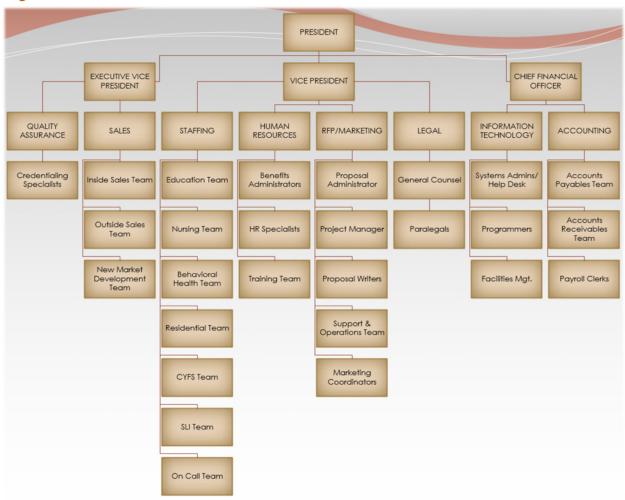
Our organization is structured such that that our local office receives support from our corporate office. As such, while our primary and secondary contacts will be based locally in Texas to support this project, all tertiary support will be provided by the corporate office. This structure assures TIPS Members that their needs will be met and 'live' contact with a team member will be available 24/7.

Structure Leverages Corporate Expertise to State and Local Levels for Quality Oversight, Accountability





Organization Chart



Our personnel pool includes the following professionals to LEAs, school districts and other youth-based organizations:

- Substitute Teachers, Special Education Teachers; other PK-12 Teachers
- Paraprofessionals, including those supporting special education classrooms and instructional support, health aides, bus aides, etc.
- School Social Workers, Psychologists and Counselors
- School Nurses, Nurses for Medically Fragile Children
- Therapists for OT, PT, SLP
- Support staff including bus drivers and aides/monitors, crossing guards, cafeteria workers, and clerical staff.
- ▲ Youth Care Workers, Case Managers, Residential Direct Care Workers, Human Services Personnel, etc.

Much More...



Delta-T Group's Breadth and Depth of Similar Contracting = Low Risk



Delta-T has the capability and the resources to service the Members of Choice Partners <u>though out the State of</u> Texas, and nationwide.

Delta-T can confidently state that we can meet your Member needs because:

- Our expertise lies in recruitment. We have an intimate understanding of educational entities and non-profit organizations. It is all we do. We have over 100+ recruiters that focus on education and human service professional recruitment efforts day in and day out in an attempt to build our database and fill our client requests for services within 2-24 hours. We understand educational entities of all sorts having supported 600 of them over the last three years. 90% of our overall business is to provide supports to schools, non-profits and public agencies.
- We do not "chase" every opportunity. We are a deliberate company. We have the infrastructure of a large organization, and the sales, staffing and customer service experience to support the services (and a complement of other staff) that may be sought by TIPS Members. Over the years, we have honed in our ability to utilize our resources efficiently to maximize the results sought and are confident that we have the "ability" to provide service to the majority of Members. Our experience in providing similar services to schools and facilities nationwide allows us to anticipate and plan for contingencies.



Texas Client Successes = Less Risk. Delta-T has capability to go live on large projects on time to expectation. We do this by dedicating as many resources as necessary to meet the deliverables. Earlier this year, one of our clients, Comprehensive Health Solutions, Inc., asked us to provide over 200 staff (educators, case managers, youth care staff, etc.) within a two week period near Holloman AFB in New Mexico. Upon receiving the order to proceed and the go-live date, we orchestrated a massive recruitment effort, mobilized on-site drug testing units, rented transportation to get qualified staff from El Paso to interview at Holloman, providing dedicated teams working around the clock, and we easily met our client's expectations. Another Texas client, Southwest Keys, needed us to support them by recruiting and credentialing staff that they could not do fast enough to keep up with the demand of the refugee children needing housing throughout Texas residential shelters. We were able to recruit hundreds of direct care workers, credentialing and training them to keep up with the demand for their services.

Delta-T currently has regional support including a recruitment manager and strategic sales manager available in Houston, TX. We offer to TIPS Members options to receive our support through representatives on-site for the larger client needs or we can establish local offices in areas to service the Members. Our office and personnel in Phoenix are capable of servicing the Panhandle and West Texas areas. All of the local teams will receive reinforcements and support from our corporate resources to supplement local efforts.

<u>Dedicated Project Team – Members with approximately 100 Needs/Daily:</u>

 Propose a Dedicated On-Site Project Team to service the larger Member - consisting of a Project Manager, Customer Service Representative, Recruiter, Staffing Coordinator/Dispatcher and Dedicated On-Call Support Member where the Member has multiple campuses in a targeted geographic area – or a need of 100+ more staff day.

Regional Project Team - Areas where Member needs can be pooled in a geographic region with 250 Needs/Daily

- Project Manager, 2 Recruiters, 2 Coordinators/Dispatchers and Centralized Call Center/On-Call Support and a Regional Sales Representative
- Anticipate Regional Project Teams needed in Rio Grande Valley, San Antonio, Austin, Dallas Dt. Worth area and Houston

To be where the work is on a daily basis, be involved and networking with local resources for ongoing recruitment; be attuned to local and regional issues affecting Members and personal contact with Lead Agency designees to anticipate upcoming needs vetted administrators and proactively work to support them, with an understanding that all formal communications including absences and other fill requests funnel through the absence management system and our TIPS Administrator and Project Manager.

Project Management

- Oversight of the project through all phases
- Management and development of plans for sourcing, staffing, transitions/implementati on, trainings and technical support
- Contract Management
- Responsible for consistency of services

Support Staff

- On Call Dispatchers
- Recruiters
- •Client Services Team
- Working collaboratively to handle the daily functions of the project
- Participating in all phases of the project
- •Interaction with clients and subs
- •Site visits as needed

Implementation Staff

- •Responsible for Transitions up to first 100 days
- Accountable for smooth operations
- Handling retention of incumbent staff
- Working closely with Technical staff to ensure movement of sub systems (if needed) is done smoothly

Technical Support Staff

- Training & Support for systems
- Updating and processing for systems and automated time clock
- Troubleshooting issues for client and subs
- •Running reports from system
- Maintainence of backup data and safeguards for confidentiality



Listing of Delta-T Group Regional Area Offices

Corporate Office

950 Haverford Road, Suite 200 Bryn Mawr, PA 19010 Contact: Rachana Patel

(484) 919-1752 (215) 220-2669 Fax

Arizona

The Plaza at Squaw Peak I 7500 N. Dreamy Draw Drive, Suite 212 Phoenix, AZ 85020 Contact: Stephanie Gann 877.384.1730 Toll free

California

602.906.8216 Fax

2110 Artesia Boulevard Suite 362 Redondo Beach, CA 90278 Contact: Christina Comitz 877.297.0494 Toll Free 310.649.1926 Fax

Connecticut

101 Centerpoint Drive, Suite 100 Middletown, CT 06457 Contact: Joshua Plourde 877.384.2885 Toll free 860.529.2554 Main 860.529.2250 Fax

Illinois

800 Enterprise Drive, Suite 131 Oak Brook, IL 60523 Contact: Jeff Jacobsen 800.500.8007 Toll free 630.571.0361 Fax

Maryland

10632 Little Patuxent Parkway, Suite 420 Columbia, MD 21044 Contact: Dan Peterman 800.277.0403 Toll free 410.720.0422 Fax

Michigan

21415 Civic Center Drive Suite 302 Southfield, MI 48076 Contact: Kristian Petite 877.297.0217 Toll free 248.350.1765 Fax

Massachusetts

233 Needham Street Suite 512 Newton, MA 02464 Contact: David Naughton 800.243.6710 Toll free 617.965.4828 FAX

New Jersey / New York

One Woodbridge Center, Suite 512 Woodbridge, NJ 07095 Contact: Lori Calcaterra 800.426.0932 Toll free 732.636.8024 Fax

Virginia

Suite 100 Vienna, VA 22182 Contact: Edwin Ortiz 800.533.8180 Toll Free 703.734.2988 Fax

1952 Gallows Road

Western Pennsylvania

600 North Bell Ave. Building 2, Suite 190 Carnegie, PA 15106 Contact: Beverly Vales 800.440.8008 Toll free 412.278.4186 Fax

Other Satellite Offices Not Specifically Listed.



Accounting

Invoicing Process

Delta-T will use all necessary diligence to ensure invoicing accuracy and adherence with your requirements. We understand the importance of following the our clients' specific policies pertaining to hours worked and ensuring that there is accurate reporting and billing for authorized hours. Lunch breaks are not billable, except where mandated and/or pre-authorized by you (e.g. a 1:1 nurse or aide that is required to eat lunch with their student).

To assure you of the accuracy of the hours worked and billed, our process is as follows:

- 1. Initial set up in our computer system to not allow staffing coordinators to input schedules with lunch time built in;
- 2. After the close of compensation period (i.e. the prior week Saturday to Sunday) and receipt of all-time records for services rendered, our billing group meets with our staffing group to review each individuals hours worked against time records and scheduled hours with a schedule check report to reconcile in accordance with policy; and
- **3.** Billing to client is processed in accordance with contractual agreement and not with discrepancies in hand. This weekly routine meeting allows for better customer service within our internal working groups and assures you of appropriate billing per your policies.

Our failsafe mechanism is our proprietary computer system that will not allow us make exceptions to your policies without significant measures. The computer system is designed to allow for client specific billing rules to be enforced upon the data entry of billing records. The computer systems billing rule options include, among other things, mandatory break requirements. This information would be loaded by the system administrator into the state's client record at the start of our relationship with the state. This setting would ensure all billing records contain the appropriate break time. These settings are secured so that unauthorized staff cannot adjust them. In addition to the mandatory break setting, a billing instruction note is entered in the client record. This note appears on the billing report that is reviewed during the weekly billing cycle by the billing group. Our fail-safe mechanism is our proprietary computer system that will not allow us make exceptions to your policies without significant measures.

Invoicing Options

Delta-T can provide invoicing to your specific requirements, on your specific timelines (weekly, monthly, etc.). They can be mailed, emailed or faxed for your convenience. We understand the need for flexibility and are willing to accommodate 45 day Net payment terms.



QA/QC Program

Our formal quality compliance and risk management approach also provides superior service by supporting quick problem resolution and/or elimination of issues. At contract outset, we will develop a comprehensive compliance matrix of all federal, state, and district requirements, rates, and timeframes -- and map that to interim thresholds to ensure we meet them.

Quality reports *outside* the contract, directly to our VP of Operations to ensure objectivity and visibility to top-level management that we are contractually and legally compliant.

Proper documentation training, weekly reviews with the substitutes of such, and quality control checks all help ensure your district of compliance and financial reimbursement. Our quality control for overall operations is demonstrated via our communications protocol with the district and amongst ourselves.

	Benchmark Metrics = Accountability
Measure	Metric
Personnel quality	95% acceptability
Reliability	92%
End-user satisfaction (administrators,	90% or> on satisfaction surveys administered (administrators, teachers)
Gaps in coverage	2% or less
Responsiveness	100% responsive in 4 hours to request

Delta-T has established and maintains a comprehensive Continuous Quality Improvement (CQI) system for measuring, evaluating, and improving the performance of all clinical and administrative services. Our system creates avenues for communication, improvement and risk mitigation so that the Member can feel confident that we are focused, diligent, involved and prepared for all aspects of work under the contract.

We use the DMAIC Model (Define, Measure, Analyze, Improve, Control) for quality control and assurance. The DMAIC process ensures timely identification of critical variables, their root causes and the development of measurable interventions that lead to improvement.

Key content areas include:

- Project goals
- The CQI process
- Resources allocated to quality improvement
- ▲ The scope of the CQI Program, which includes specific procedures for maintaining and improving the quality of all operational components:
 - o Client satisfaction
 - o Personnel recruitment, credentialing, and retention
 - Maintenance of proper staff credentials, qualifications, and appropriate training
 - Adherence to security clearance, background checks, and other security requirements
 - Completion of documentation
 - o Response to critical incidents
 - o Compliments and complaints
 - Other categories used to evaluate program quality and quality improvement needs.





The Quality Assurance Director will manage the Control Plan, with support from the Credentialing Specialists. Lead Staffing Coordinators will be responsible for data collection accuracy, monitoring compliance, and providing enforcement of contract requirements for their operational areas. These individuals will work collaboratively and are accountable for on-going inspection, identification of deficiencies, and implementing/accepting corrective action plans as recommended, based on internal reviews and findings.

To review, below we provide our communications protocol between Delta-T Group and Member and with TIPS (as requested) at daily (for fill requests), weekly (administrative reviews), monthly (satisfaction reviews), quarterly and annual (trend, policy, other reviews) intervals.



Ongoing Communications on Multiple Levels Supports Ability to Adjust Quickly

Ongoing communication and reporting provides meaningful data that at the least, can support personnel and budget forecasting; and might support policy changes that result in a more efficient and effective contract management system. For example, with regards to substitute teachers, data we customize for monthly reports can support:

- Better collection and monitoring of teacher absenteeism data that leads to reduced absenteeism.
- Better monitoring of the frequency of Monday and Friday absences, reasons for absences, etc. help to identify causes of teacher absenteeism.
- Better understanding of the reasons for absences can lead to possible changes in sick and personal leave policies, which may reduce teacher absenteeism.

Internally, we communicate just as frequently via routine daily communications; formal weekly project meetings to review operations, case reviews, discuss concerns; monthly client satisfaction reviews; and quarterly and annual data and policy reviews to support quality improvement of our services; and forecasting and other program-level activities for your district.



Training



Prior to the start of services, we will provide orientation for incoming professionals to prepare them for working under the contract. This orientation is typically about 4 hours long and covers all of the necessary information regarding start dates, bell schedules, payroll procedures, dress code, call out procedures, duties & responsibilities, district-specific policies and best practices.

Any training required for the contract will be monitored and tracked by Delta-T, regardless of the actual training source. Along with educational and licensure credentialing, updates for training will be put into the system and alerts for non-compliance, expirations, etc. will be communicated to each professional in sufficient time to provide updates.

Delta-T can facilitate specialized and topical training through our sister entities and other third parties as needed to ensure that our professionals have access to skill-building exercises and continuing education. This may include crisis prevention training, restraint training, classroom management, blood-borne Pathogens, bullying and harassment, as well as other topics under special education.



ADDITIONAL INFORMATION

Delta-T is able to offer more competitive pricing than what would normally be offered to a stand alone district.

Our proposed pricing varies by region and client circumstance of sale. Our proposed pricing for Members is similar to a model in place for different collaborative of school districts. The exact pricing depends on the need(s), the circumstances (rural/ urban, technology/manual) and the client's expectations (fill rate, temp-to –perm, number in pool). For example, for Substitute Teachers:

- ▲ If x number of schools in a geographic region all sign on and the sub pools are able to be shared amongst the schools the rate can be discounted to allow for these efficiencies.
- ▲ Larger schools with daily needs of 100 substitute teachers/day or more can benefit by using our services and gain savings because of the volume needs and discounted rates.
- Clusters in urban areas may not want to share substitute pools and will want their own "dedicated substitute pools" and if there is competition between charter schools to obtain the best talent − the pricing will be contingent on whether the schools have electronic system or open to using one (allows blocking of views of substitute needs, etc.) , the rate of compensation paid to the substitutes in comparison to other schools in nearby vicinity that may be attracting the best talent
- If school does or does not opt for an automated absence management system
- If school does or does not need additional recruitment support for long-term positions, new position vacancies or only seeks substitute day to day staffing support
- ▲ If school has a benchmark level of expectation (besides a 100% daily fill rate) relative to their current fill rate what improvements they seek and within what time frame (i.e. some schools do not want a 85% or higher fill rate (due to budgetary constraints more substitutes utilized higher costs for paying for the substitutes and regular teacher absences)
- ▲ If school seeks for vendor to build and retain a pool of Permanent Building Substitutes, Floater Substitutes, or Stand-by Substitutes, substitutes that are assigned to a specific building each and every day, or float between multiple campuses or are assigned to show up and paid on call fee and sent home if not needed the set expectation and familiarity creates a vested interest in both parties.

The above is not inclusive listing of what if's and there are endless scenarios for pricing options and discounts based on many factors that are yet to be determined; therefore, Delta-T proposes a all inclusive mark-up range of between 33-45% of compensation for the position set by the Member. The exact markup will depend on the individual Member specific circumstances and negotiated individually.

The highest mark-up Delta-T charges is a flat rate of \$29-38 per hour (regular education up to special education teachers). The hourly model is not feasible for some, so for instance, METS Charter Schools markup is at 53% - the higher mark-up is due to the fact that the schools are in Newark, NJ and have a high rate of violence and incidents, lower compensation, and high turnover. Teachers do not return for 2nd day assignments on average 20-30% of the time because of the condition and make-up of the schools. However, if the teacher survives past the first 3 days, they remain for the duration of the school year.

Delta-T has a 92% daily fill rate.

Our proposed rates are competitive. They take into account the administrative fees associated with full scope of staffing, systems, and successful outcomes.



Sampling of Cooperative Contracts

The cooperative contracts listed below are ongoing. Delta-T does not offer a discount.

- 1Government Procurement Alliance, AZ (a nationwide consortium)
- Central Mass Sped Collaborative, MA
- LABBB Education Collaborative, MA
- Caps Education Collaborative, MA
- Middlesex Regional Education Services Commission, NJ
- Monmouth-Ocean Education Services Commission, NJ
- Camden County Education Services Commission, NJ
- Somerset County Education Services Commission, NJ
- South Bergen Jointure Commission, NJ
- Union County Education Services Commission, NJ
- Gillingham Charter School Collaborative, PA
- Delaware County Intermediate Unit, PA
- Carbon Lehigh Intermediate Unit, PA
- Berks County Intermediate Unit, PA
- Chester County Intermediate Unit, PA
- Allegheny County Intermediate Unit, PA
- Luzerne County Intermediate Unit, PA
- Midwestern Intermediate Unit #4, PA
- Region V, NJ
- Montgomery County Intermediate Unit, PA
- Bucks County Intermediate Unit, PA
- ▲ Greater Phoenix Purchasing Consortium of Schools (GPPCS), AZ
- Strategic Alliance for Volume Expenditures (SAVE), AZ



Our 5 biggest clients are noted below:

Client	Address	Revenue
CREC	111 Charter Oak Avenue	\$4.5M
	Hartford, CT 06106	
Southwest Key Programs	2613 West Campbell Avenue Phoenix, AZ 85017	\$4M
Phoenix Union High School	4502 North Central Avenue	\$2.8M
	Phoenix, AZ 85012	
Baltimore City Public Schools	2000 Edgewood Street	\$2.5M
	Baltimore, MD 21216	
Chester Community Charter	214 East 5 th Street	\$1.5M
Schools	Chester, PA 19013	



Letters of Reference



Preparing Every Student for Success in College, Career and Life

Alhambra

Bioscience

Bostrom

Trevor G. Browne

Camelback

Central

Cesar Chavez

Desiderata

Betty H. Fairfax

4502 North Central Avenue Phoenix, Arizona 85012 www.PhoenixUnion.org (602) 764-1025

CENTER FOR EDUCATIONAL SERVICES

Chad Gestson, Ph.D. Interim Superintendent

Vicki Heard Director, Exceptional Student Services

January 8, 2016

To Whom It May Concern;

Delta T Group has provided instructional/health aide services to Phoenix Union High School District (PUHSD) since August 2012. Delta T has provided aides for all of the PUHSD comprehensive campuses, Desiderata Alternative Program, and Bostrom High School. PUHSD initially contracted with Delta T Group for 65 aides, but has increased the number of aides used during the school year to over 100. The District has also contacted with Delta T Group to provided Certified Nurse Assistants (CNAs) and Licensed Practical Nurses (LPNs).

PUHSD continues to use Delta T Group as the sole vendor for aide services because they are:

- Cost Effective
 - The hourly fee is less than other vendors based on recent PUHSD RFP data
 - The District does not pay a fee when a student with a 1:1 aide does not attend school
 - The work hours are flexible primary work hours are only when students are in session
- Responsiveness
 - o Fills open positions quickly
 - Responds to calls from staff in a timely manner
 - Addresses concerns immediately
- Provides a replacement when an assigned aide is not able to work
- Works with District to ensure MIPS requirements are being met

If you have any questions regarding PUHSD's contract with Delta T Group, please contact my office at 602.764.1025.

Franklin Sincerely,

Carl Hayden Vicki Heard

Director, Exceptional Student Services
Phoenix Union High School District

Clecke Deard

Metro Tech

North

South Mountain

Suns-Diamondbacks





TRANSPORTATION SERVICES Nakisha Strickland Director of Transportation

January 21, 2014

To Whom It May Concern:

This letter serves as a reference for Delta T Group. Delta T is currently staffing over 200 temporary employees for the Capitol Region Education Council's Transportation Division.

During the implementation of our project in July 2013, Suzanne Walsh, Director, Joshua Plourde, Affiliate Administrator, and their team worked tirelessly to ensure that our Call Center and Bus Monitoring departments were fully staffed within a few weeks of the opening of school. Delta T used creative advertising techniques and recruiting skills to select qualified individuals for our division. Delta T is reliable and has been able to send replacement staff to our locations with short notice.

Brian Pisani, Program Manager spends numerous hours in our two locations weekly. Brian is dedicated and well respected by the CREC Transportation team and Delta T employees. Brian is always responsive and open to new ideas and suggestions.

I am pleased with the services that Delta T Group is providing for CREC Transportation and would recommend their services to other companies.

If you have any questions, please feel free to give me a call.

Sincerely,

Nakisha Strickland

Director of Transportation



PRICING

- ▲ Delta-T can provide Recruitment Only or Temp-to-Perm services for candidates that members would like to direct hire we do not allow temp to perm conversion for hard to find providers (psychologists, therapists (OT/PT/SLP)).
- Our temp to perm conversion is 750 hours. After a client notifies us of their intention, the 750 hours start to invoice and accrue towards the temp to perm arrangement and the provider is released with no further obligation or fee.
- Delta-T has an in-house background check center so that credentialing can be handled quickly and competently