September 7, 2023

Newport Mesa Unified School District
Attn: Jonathan Geiszler
2985 Bear St., Bldg A
Costa Mesa, CA 92626

RE: BID NO. 102-24 | Athletic and Field Trip Busing

Mr. Geiszler;

Durham School Services is pleased to submit the enclosed response for the Newport Mesa Unified School District's Bid No. 102-24 for "Athletic and Field Trip Busing". I am confident we are the right choice to provide your passengers with safe reliable transportation. My name is Paul Egger, I will be your point of contact for this proposal.

Paul Egger
Vice President, Charter
2713 River Ave
Rosemead, CA 91770
Paul.egger@NELLC.com
714.267.7936

We have over 100 years of experience, and we currently partner with more than 400 school districts and municipalities across the United States. Many municipalities and school districts throughout the country have found that contracting with Durham has enabled them to not only solve their transportation challenges, but to also control costs while maintaining the highest safety standards, service and accountability.

Our customer retention rate is one of the highest in the school bus transportation industry and it didn't happen by chance. We believe our personal attention to our partners' needs, our commitment to safety and our customer service philosophy and practices are the reasons our clients are satisfied. Our proactive approach to superior customer service sets us apart from the rest. Thank you for the opportunity to build a mutually beneficial partnership with you.

Respectfully,

Paul D. Egger
Vices President, Charter

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 102-24
BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

   All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport Mesa Unified School Dist. Board of Education, is an annual contract to provide services to the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. It is understood that the District reserves the right to reject this bid as specified in the Instructions For Bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

Date: 8/21/2023

Durham School Services, L.P.
Proper Name of Bidder

By: Durham Holding II, L.L.C.,
Its General Partner

By

Paul Egger

Vice President, Charter

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.

Bid Form Pricing Worksheet		Bidder Durham School Services, L.P.
Section A.		**RECLINER COACHES**
Item # 1		
46-50 Passenger Bus	1- A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$
		Hourly rate, Live hours After 5 Hours
		$
** NO BID **	1-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours
		$
	1-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours
		$
Item #2		
51 or More Passenger Bus	2-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$
		Hourly rate, Live hours After 5 Hours
		$
** NO BID **	2-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours
		$
	2-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours
		$
Item #3		
43 Passenger Wheelchair Accessable Bus	3-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$
		Hourly rate, Live hours After 5 Hours
		$
** NO BID **	3-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours
		$
	3-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$
		Hourly rate, Live hours After 2 Hours

		$
Item # 4		
Mountain Trips- Flat Rates One-Way		
46-50 Passenger Bus		Lower $ ** NO BID **
		Middle $
		Upper $
		Idyllwild $
51+ Passenger Bus		Lower $
		Middle $ ** NO BID **
		Upper $
		Idyllwild $
43 Passenger Wheelchair Accessable Bus		Lower $
		Middle $ ** NO BID **
		Upper $
		Idyllwild $
Item #5		** NO BID **
Out of State Trips		Daily Flat Rate $
Item # 6		
California Multi Day Trips		Daily Flat Rate $ ** NO BID **
		Hourly Rate, per hour $
Section B.		**SCHOOL BUSSES**
Item # 1		
46-50 Passenger Bus	1- A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$665.98*
Sitting 2 per bench seat		
		Hourly rate, Live hours After 5 Hours
		$ 89.00
	1-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$ See 1-A 5-hour Minimum
		Hourly rate, Live hours After 2 Hours
		$
	1-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$ See 1-A 5-hour Minimum
		Hourly rate, Live hours After 2 Hours
		$
Item #2		
51 or More Passenger Bus	2-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$ 665.98*
Sitting 2 per bench seat		
		Hourly rate, Live hours After 5 Hours
		$ 89.00
	2-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$ See 2-A 5-Hour Minimum
		Hourly rate, Live hours After 2 Hours
		$

	2-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$See 2-A 5-Hour Minimum
		Hourly rate, Live hours After 2 Hours
		$
Item #3		
43 Passenger Wheelchair Accessable Bus	3-A.	Base Rate, per Hour, not to exceed 5 Hour Minimum
		$ 665.98*
Wheelchair vans (minimum 3 wheelchair and 2 ambulatory passengers)		
		Hourly rate, Live hours After 5 Hours
		$89.00
	3-B.	Base Rate, per Hour, Drop/Return Orange County, 2HR Minimum
		$ See 3-A 5-Hour Minimum
		Hourly rate, Live hours After 2 Hours
		$
	3-C.	Base Rate, per Hour, Drop/Return L.A. County, 2HR Minimum
		$ See 3-A 5-Hour Minimum
		Hourly rate, Live hours After 2 Hours
		$
Item # 4		
Mountain Trips- Flat Rates One-Way		
46-50 Passenger Bus		Lower $ 1,025.00
		Middle $ 1,025.00
Sitting 2 per bench seat		Upper $ 1,125.00
		Idyllwild $ 1,125.00
51+ Passenger Bus		Lower $ 1,025.00
Sitting 2 per bench seat		Middle $ 1,025.00
		Upper $ 1,125.00
		Idyllwild $ 1,125.00
43 Passenger Wheelchair Accessable Bus		Lower $ 1,025.00
Wheelchair vans (minimum 3 wheelchair and 2 ambulatory passengers)		Middle $ 1,025.00
		Upper $ 1,125.00
		Idyllwild $ 1,125.00
Item #5		
Out of State Trips		Daily Flat Rate $ As Quoted using Basic 5 hour rates and Excess (8-hour daily min)
Item # 6		
California Multi Day Trips		Daily Flat Rate $ N/A
		Hourly Rate, per hour $ Use Rates in 1-A (8-hour min per day) + Hotel and Per Diem

*
Trip Time is calculated as Live Time
Miles in excess of 120 (calculated Gate-to-Gate) are billed at $1.25/mile.

Cancellation: Per RFP, less than 24-hours, $100, On-Site Base rate of Minimum callout.

All trip requests confirmed based on availability at the time the request is received.
Cleaning fee of $75 may be charged for buses left in a condition other than customary.
Biological cleanup subject to additional fees.
Trips crossing state lines subject to additional permitting fees, driver accommodations, etc. as quoted.
Trips booked/changed within five (5) business days of trip subject to fee of $50/bus.

Thursday/Friday surcharge $50.00/bus + $5.00/hour
Prime Time Trips M-F (6a-9a or 1:30p-4:30p) surcharged $35.00/bus/occurrence.

Grad Nite Trips as Quoted
Any tolls/parking charges are the responsibility of the chartering party.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the Vice President, Charter of Durham School Services, L.P., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 8/21/2023 [date], at Orange [city], California [state].

Durham School Services, L.P.

Paul Egger
Vice President, Charter

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 1
Athletic and Field Trip Busing

BID No. 102-24

NEWPORT MESA UNIFIED SCHOOL DISTRCIT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

August 21, 2023

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: RFI due date to August 30, 2023 at 4:00PM PST***
- ***Change: Bid due date to September 7, 2023 at 2:30PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Paul Egger

Signature: _____

Firm Name: Durham School Services, L.P.

Address: 2601 Navistar Dr, Lisle, IL 60532

Telephone #: 630-821-5400

(END OF ADDENDUM NO.1)

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 2
Athletic and Field Trip Busing

BID No. 102-24

NEWPORT MESA UNIFIED SCHOOL DISTRCIT
2985 BEAR ST., BLDG.-A
COSTA MESA, CALIFORNIA 92626

September 1, 2023

The following revisions and/or clarifications shall be made to the BID documents for the above-named work. All work described in the original BID documents and all applicable Sections of the original BID documents shall be included in the contract, except as herein modified: Acknowledgement of this Addendum shall be made below and submitted with the BID submission. If acknowledgement is not made the proposal may be considered non-responsive.

- ***Change: Bid due date to September 14, 2023 at 2:30PM***

All other provisions of the BID remain unchanged.

BELOW, PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM AND SUBMIT IT WITH YOUR PROPOSAL.

Name: Paul Egger

Signature: _____

Firm Name: Durham School Services, L.P.

Address: 2601 Navistar Dr, Lisle, IL 60532

Telephone #: 630-821-5400

(END OF ADDENDUM NO.2)

Service Overview

Durham will utilize its centralized Charter Contact Center, as a single point of contact for all Trip/Activity requests in addition to any follow-up or back-office needs. This approach will facilitate streamlined communication between our organizations. Upon receipt of an "as needed" trip request, availability to provide service will be verified based on our prior commitments on the requested day of service, after which a confirmation will be provided.

Durham School Services is committed to providing you with safe and reliable transportation for your students and passengers, we understand the importance of partnering with an experienced, dependable, and consistent transportation provider.

A home-to-school student transportation contractor's fleet is busiest during the school year's morning (7a-9a) and evening (2p-4p) route service, and Thursday/Friday athletics, transporting students for which the fleet has been contracted and committed. Without a commitment or schedule provided indicating exactly when and where service will be need needed, it will be necessary to work around prior service commitments as requests are received, and for which service confirmations will be provided based on availability.

School Bus Transportation

After Hours Contact Trip Request Procedures

School Bus Transportation

After Hours Contact:

Should the need arise to contact a location after-hours, all trip confirmations contain the name of the Service Center operating the trip, and the location's contact number.



Charter Confirmation

Pomona/Rosemead, CA
2713 North River Ave.
909-469-6821

Additionally, our Charter Center Manager, Britt Bogust, may be reached after-hours at 818-282-6198, or via e-mail at BBogust@DurhamSchoolServices.com.

Trip Request Procedure:

All requests will be received by our Charter Contact Center where our dedicated customer service team will be your primary point of contact. For additional details please see *Service Approach*. To contact our dedicated charter center, please use one of the following methods:

Phone: 833-698-7474
E-mail: NXCquotes@NationalExpressCharter.com
Web: NationalExpressCharter.com

Once a request is received, our team will confirm availability with our supporting locations. Once availability has been established, a trip confirmation will be provided, that will include the trip's details. All contact from booking to billing will be provided by our dedicated center. The only time you would need to contact anyone else would be the day of the trip. On these days, we ask our customers to contact the operating location directly, to help expedite any requests, and minimize potential delays, or extra calls needed by the customer.

TAKING A

FIELD TRIP?



Tired of worrying about gathering your students and if your transportation is going to be there on time. Stop worrying. Let **National Express Charter / Durham** get your passengers to and from your excursion safely.



Choose a yellow bus and make your budget go further!

- **Gain approximately 30% budget savings***
- **Highly trained staff and drivers to ensure professional customer service.**
- **Decades of expertise in transportation and logistics.**
- **Clean, safe reliable buses in multiple sizes. Wheelchair accessible.**
- **Relax and let us do the driving for you!**

* On average our rates are 30-50% lower than coach transportation.

We Service

- Wedding Parties
- Prom Groups
- Sports Teams
- Social Clubs
- Corporations
- Event Planners
- Schools
- Summer Camps
- Church Groups
- Student Unions

Easy Scheduling

- One phone call, one contact
- Flexibility with times, routes and group sizes

Book Today

1-833-698-7474

NXCquotes@NationalExpressCharter.com

NationalExpressCharter.com

national express charter

DURHAM SCHOOL SERVICES

Where imagination meets the road, we'll take you there.™

West

national express | school

Durham School Services At-A-Glance

Durham has been providing safe and reliable transportation to students across the United States *since 1917*. With our expertise and national resources, you will no longer have to worry about: new bus capital, routing issues, bus breakdowns and recruiting and training drivers.

19,500+ Employees in the US

Founded in 1917

1,000,000+ Students Transported Daily

400+ School Districts

OUR VISION AND VALUES

Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.

SAFETY • PEOPLE • CUSTOMERS
COMMUNITY • EXCELLENCE

170+ Customer Service Centers

15,500+ Vehicles Operated

CLIENT BENEFITS

- Unmatched Safety Programs
- Optimal Cost Savings
- Exceptional Customer Service
- Proven Operational Practices
- Industry Expertise and National Resources

Operating in 29 States

FIXED ROUTE ▪ DEMAND RESPONSE ▪ COMMUTER ▪ SHUTTLE ▪ TROLLEY ▪ DISPATCH AND SCHEDULING ▪ MAINTENANCE ▪ TECHNOLOGY

Updated 10/26/18

durhamschoolservices.com

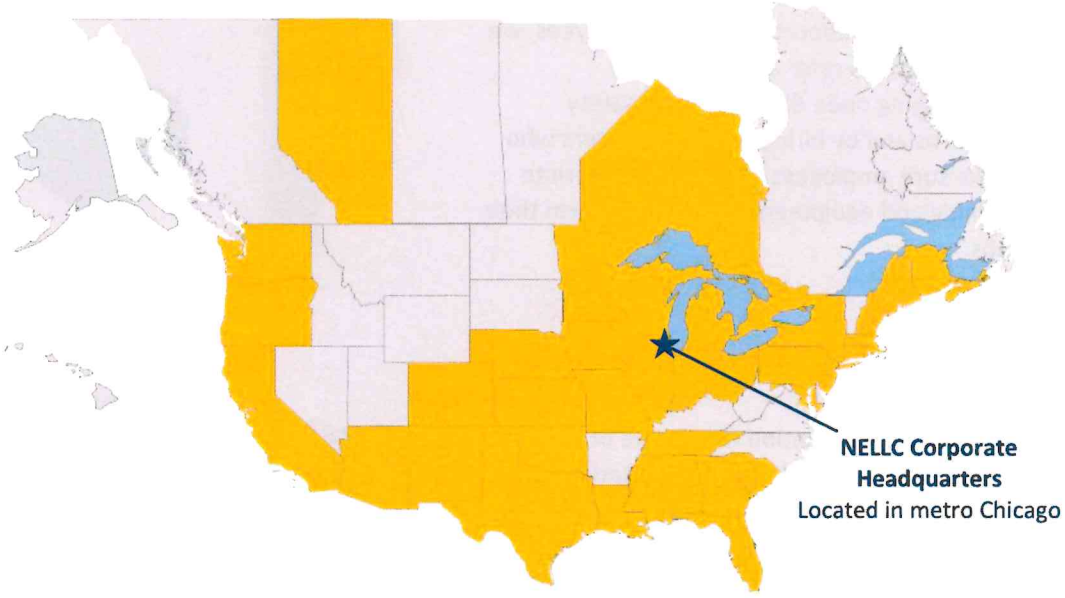
DURHAM SCHOOL SERVICES

Company Overview

School Bus Transportation

Durham School Services can trace its history back to a three-bus company started in 1917 in the San Gabriel Valley of California, providing student transportation service to the Rosemead School District, a community we still serve today. In its early years, Durham concentrated in special education transportation. This specialization has helped us to nurture a unique commitment to quality service that remains throughout our company today.

Headquartered in Lisle, Illinois, Durham School Services is part of the school bus transportation division of National Express LLC (NELLC). National Express Group (NEG) is our parent company and is located in the United Kingdom.



With combined resources, our organization operates more than **15,500 school buses**, employs more than **19,500 people**, and serves more than **400 school districts** in **30 states** and **three provinces**.

Our Company's Vision and Values

VISION

Our vision is to deliver service excellence to earn the partnership, loyalty and trust of our customers and employees.

People

We Are a People Business

From the students and passengers we transport safely every day to our outstanding team members making a difference in the communities where we live and work, it's all about people.



Enjoy the Ride Program

We know how important our people are to the success of our organization. Our employee relations program, ***Enjoy the Ride***, was designed to acknowledge the effort and contribution employees make to our company every day.

Employee Diversity

Our company has a long history of employing a diverse workforce. Our focus is treating people with trust and respect and never tolerating discriminatory behavior. Through our equal employment opportunity policy and management training program, managers and supervisors are well versed in our zero tolerance nondiscrimination policies.

Community

Communications and Social Media

POSITIVE DISTRICT RELATIONS

Our communications department works closely with districts to publicize important news affecting local school bus services. We are responsive to newspaper, radio and television media, and have a history of success at improving the public image of school bus transportation.



SUPPORTING YOUR DISTRICT'S EVENTS

We look forward to supporting your district's community events and district projects. Our community involvement includes donating buses, collecting goods for families in need and active participation in local charity events in your community.



support our maintenance professionals who work to achieve master technician certification by the National Institute for Automotive Service Excellence (ASE), an independent, non-profit organization that works to improve the quality of vehicle repair and service by testing and certifying repair and service professionals.

As we continue on the path to excellence, our maintenance teams are taking the extra steps towards becoming "the best of the best" by earning their ASE. Individual maintenance technicians across our organization have put in the hard work and dedication to complete a series of rigorous tests, ranging from body systems and diesel engines to suspension and steering, to earn ASE master certification. In addition to earning master certification, their respective maintenance shops went even further to achieve ASE Blue Seal of Excellence – the ultimate recognition from ASE.At least 75 percent of technicians performing diagnosis and repairs at our customer service centers must be ASE certified in order to qualify for the ASE Blue Seal of Excellence Recognition Program. Each area of service offered in the maintenance shop must be covered by at least one ASE-certified technician.

Illinois Performance Excellence Center (ILPEx) for Commitment to Excellence

2016 AND 2015 BRONZE AWARDS

ILPEx Illinois Performance Excellence

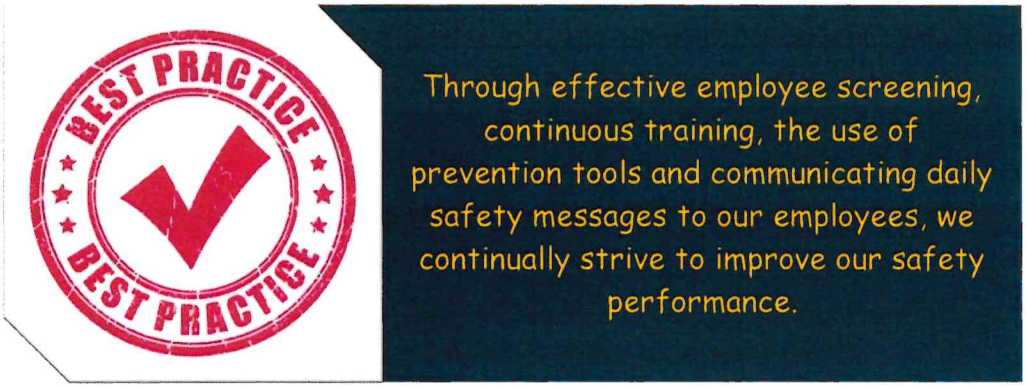
National Express LLC was selected for this award based on our demonstrated commitment to excellence and our pursuit of continuous improvement. This recognition is especially meaningful as organizations can take many years to achieve this honor. In the beginning of November 2015, a team of assessors spent an entire week in our corporate headquarters and also visited our Aurora, Lake Villa and Carpentersville customer service centers, speaking to over 100 team members. During the visit, the assessing team dug into the details of our business and assessed the extent to which we demonstrate excellence; our business was assessed using the Malcolm Baldrige Criteria for excellence.

The ILPEx assessment was a review of our organization's continuous improvement efforts. This recognition not only confirms our improvement from 2011 to 2016 but validates the journey to excellence that we continue to travel.

Employee Hiring

OUR STAFFING PHILOSOPHY AND WORK CULTURE

Durham School Services is not just another bus company. We differentiate ourselves by providing the best service to our customers while providing the best opportunities to our employees. Our approach is to treat both customers and employees as partners where we work to deliver on long-term commitments around goals, priorities and standards.



We know our employees are the key to our success, so we give them every opportunity to develop and leverage their strengths. We provide employees with the following:

- Climate of trust and respect
- Commitment to safety through employee screening, training, technology and corporate support
- Open door policy
- Professional job-related training
- Competitive wages and benefits
- Career growth path

You can tell the difference if you visit a Durham School Services customer service center. You will see how employees interact with one another, depend on each other as a team and respect the experience each has to offer. This dedication can be seen in the way our drivers dedicate time to children, to the community and to the special needs children they serve. Thousands of former school district employees, who now work for us, enjoy our special focus on serving our children and the community. You will see thorough attention to detail in every aspect of

NEW HIRE AND FULL-TIME POSITIONS

Applicants who are interested in our full-time opportunities will complete an application and submit a resume that will be reviewed by the appropriate supervisor and recruiting team. Additional steps will include a behavioral-based interview and conditional offer of employment and completion of necessary background checks per company policy and state requirements. New hires are then placed into appropriate training and orientation sessions.

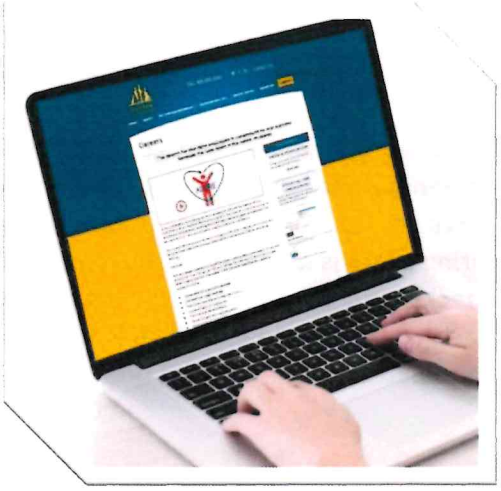
All screening and assessments comply with federal, state and local regulations.

RECRUITMENT

Driver Selection and Performance Criteria

We have expert driver recruiters to staff our operations at or above required levels at all times. Our recruiting professionals' research market driven salaries from local and surrounding communities, including salaries from other industries which may compete for front line employees and uses this key information to ensure our salaries remain competitive in the market.

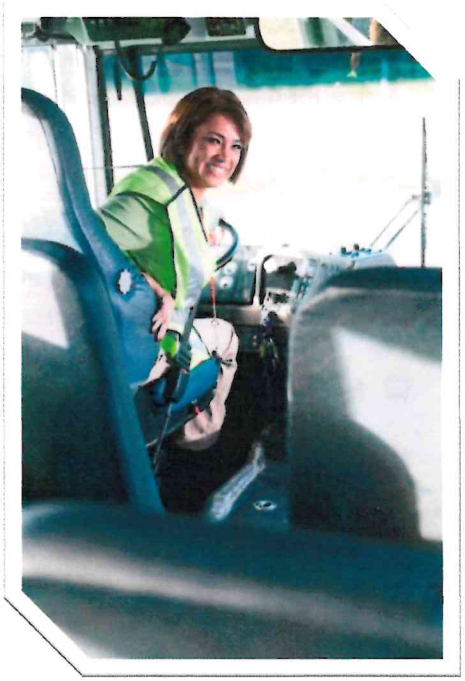
To ensure we are always properly staffed, all locations have access to our comprehensive online recruiting toolkit named **ADORE** (Attract, Decide, Onboard, Retain and Engage). This toolkit includes templates, plans, videos, marketing materials and best practice samples of how to effectively recruit **our most important resource – our Drivers**.



Our corporate recruitment team will partner with local operations staff to develop a comprehensive staffing campaign, including appropriate print and online advertising, promotions with local vendors, and various other techniques customized for your community. Working closely with the local management team, we use a variety of recruitment techniques to attract employees from your local area:

Hiring, Training and Retention

- Participate and successfully complete a structured, behavioral-based interview
- Score acceptably on the employee safety inventory (ESI)
- Possess an acceptable motor vehicle report (MVR) (driving record abstract)
- Submit to and pass a background check with no criminal convictions for sex, drug, violent offenses or felonies
- Complete a physical examination
- Pass any additional state or locally required driver qualification checks (fingerprinting, child check registries, etc.)
- Successfully complete our company's driver training program
- Satisfactorily pass a behind-the-wheel evaluation by designated evaluators
- Secure a commercial driver's license with passenger endorsement
- Be properly licensed to operate a school bus in the state of employment



Bus Monitor Qualifications

The following are qualifications for employment as a bus monitor with us:

- At least 18 years old
- Complete an employment application, including acceptable employment references
- Pass a pre-employment drug test and physical examination
- Complete our training program and obtain any applicable state training certifications
- Pass a criminal background check
- Satisfactorily demonstrate job competency through an in-bus evaluation by designated evaluators

- Speed contest, drag racing or attempting to elude an officer of the law
- Speeding ticket for driving more than 15 miles per hour or more over the posted limit



We meet or exceed all required state mandates for school bus transportation.

Annual Review of Driving Record

Driving records for each employee who drives a company vehicle must be obtained and reviewed annually. Driving records may be reviewed more frequently as required by state law or contract. As part of the review, the driving record is signed and dated by a supervisor and the employee.

Drug and Alcohol Testing Programs

Our drug and alcohol testing program has been created to protect our customers, the public, and our employees. It mandates discipline up to and including termination. This program is intended to comply with all applicable state and federal regulations governing workplace anti-drug and alcohol abuse programs in the transportation industry.

Our third party vendor, HireRight, has assigned a medical review officer to perform employee drug and alcohol testing mandated by the U.S. Department of Transportation (DOT) in 49 CFR Part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs." Drugs are prohibited in the workplace by "The Drug-Free Workplace Act," located in 20 CFR Part 29. Accordingly, there are two specific drug and alcohol testing procedures outlined in our company's drug and alcohol prevention program; we include DOT procedures and company procedures. The DOT procedures apply to employees and job applicants in safety-sensitive job functions, including all drivers and other employees who may operate commercial motor vehicles or perform safety-sensitive functions.

Background Check Policy

We obtain criminal background checks, which may include fingerprinting, to comply with applicable state and federal laws, as well as company policy and district standards. An applicant will not be denied employment based solely on the grounds of a conviction or guilty plea for a criminal offense. The type of offense, the date of the offense, and the relevance of the criminal conviction/guilty plea to the position applied for may be considered in the employment decision. Before any background check is run, we require each applicant to complete and sign a disclosure and authorization form to give permission to check their criminal and driving records. Prior to being disqualified from employment, the applicant must be given a pre-adverse action letter which provides instruction on how to view the information contained in the criminal and driving record check.

Education Verification (All Non-Driving Positions)

Education is verified before an offer of employment is extended. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is significant discrepancy in the major course of study or if the candidate did not complete the education component but reported it as being complete. Candidates are given the opportunity to provide records to prove attendance or completion.

Employment Verification (All Non-Driving Positions)

Prior employment is verified before an offer of employment is extended. Verification is limited to the preceding three years of employment or three previous employers. For eligibility, all information must be verified with no discrepancies. A candidate will be considered ineligible if there is a significant discrepancy in the title or responsibility documented.

Employee Safety Inventory (ESI) Assessment

In addition, each driver applicant must successfully complete our employee safety inventory (ESI), an assessment tool that measures the employee's attitude towards safety. Drivers who possess the proper attitudes toward safety and accident prevention will be less likely to engage in unsafe behaviors on the job. On-the-job accidents can result in lost work time, increased insurance rates, workers' compensation claims, disability payments, civil suits and lowered

NEW HIRE PAPERWORK

Every new applicant must complete new hire paperwork to be kept on file with our company. New hire paperwork complies with all federal, state and local mandates. New hire paperwork consists of, but is not limited to:

- New hire form
- Employee handbook acknowledgment
- Corporate confidentiality and privacy policy
- W-4 form
- Corporate personal appearance policy
- NELLC contact list
- Form I-9 employment eligibility
- Direct deposit
- Information security policy

Recordkeeping

Each location is required to keep employee records on file per federal, state and local mandates. Employee records are kept confidential, released only to persons designated and authorized to view, compliant with all laws and regulations, and consistent with our policies. Active employees have the right to review information in their employee file in the presence of a supervisor or manager.



Guidelines and Procedures

- Work schedule
- Attendance and punctuality guidelines
- Business confidentiality
- EEO guidelines
- Harassment guidelines
- Professional conduct guidelines
- Meal and break periods
- Drug and alcohol guidelines
- Smoking rules
- Use of telephone and personal calls
- Rules for parking personal and company vehicles
- Time reporting
- Time off (holidays, vacations and sick leave)
- Notifying supervisor of lateness or absence
- Supervisor's telephone number
- Promotions and job posting
- Personal appearance and uniforms
- Safety equipment and guidelines
- Location of entrances, elevators, restrooms, lounge or eating area, fire exit, storm shelter and facilities for disabled

Salary and Benefits

- Method and frequency of pay, payroll periods and deductions
- Overtime
- Benefit plans
- Performance feedback and salary review process

LAW AND POLICY COMPLIANCE

Upon hire, each employee will be subjected to all federal and local laws, rules, regulations and requirements, as well as company policies and procedures outlined in our employee handbook. All employees are required to sign, acknowledge and conform to these rules.

dispatchers will continue our behind-the-wheel training and CDL licensing for driver certification. Other training programs incorporate mandatory mechanic certification and also an incentive for ASE certification. We require all management personnel to attend our annual management training courses taught through our National Express University (NXU) program. Every employee is also required to participate in annual refresher training and to attend our safety meetings.

CERTIFIED INSTRUCTORS AND TRAIN-THE-TRAINER PROGRAM

We go to great lengths to ensure our own trainers are certified and skilled to train. Area safety directors and driver trainers must complete a four-day S.T.A.R. (Safety Training Alleviates Risk) academy driver training course. Through this certification program, participants receive comprehensive training in adult learning styles, facilitation techniques, how to teach using STAR classroom and behind-the-wheel curriculum. To ensure application of learning, the participants take part in demonstrating newly acquired or enhanced skills in simulation activities in the classroom and with practicing key driving skills in a closed course. Each customer service center is equipped with the proper certified trainers who have passed this extensive train-the-trainer course. Once certified the trainers are required to participate in recertification every three years. This ensures their skills are up-to-date with the latest in instructional techniques and offers continued one-on-one development of their competencies in training.

DRIVER, MONITOR AND DISPATCHER TRAINING PROGRAM

We understand the key to providing safe transportation is to provide great employees. The right attitude, the best training, and most of all, possessing the highest standard of care for the students are critical success factors of our training. Our safety training program, S.T.A.R., has been developed specifically for us to ensure our customers are provided with the best skilled drivers and monitors. This program emphasizes current safety prevention tactics, proper bus inspections, student management and the extra attention our special needs

emergency exits are located on the bus and how to operate the devices. In addition, the driver must know seat belt operations, seat adjustments, lifts and tie-downs, types and locations of mirrors, and other specifics such as vandalock, glow plugs and choke.

Behind-the-wheel training ranges from 20-22 hours. Immediate feedback is provided to compliment or improve the driver's skills during this time.

LLLC Defensive Driving™

LLLC driving principles educate drivers on how to avoid accidents and to always be prepared for any traffic situation. These principles consist of:

Look Ahead

Drivers are trained to look 15 seconds ahead of where the bus is at any given point in time. By always using the ***Look Ahead*** principle, drivers can identify potential hazards early enough to react and safely make adjustments.

Look Around

Drivers must take in the entire scene when driving. Drivers are taught to ***Look Around*** for other cars, pedestrians and fixed or moveable objects on or near the road, especially when making a turn.

Leave Room

Drivers learn to ideally ***Leave Room*** on all six sides of the bus – in the front, the rear, on each side of the bus, and above and below the bus. This will help to maintain and monitor the space in front of the bus by keeping an adequate following distance. Techniques are taught for tailgating vehicles, highway driving and low clearance overheads.

Communicate

Drivers are taught to use headlights, brake lights and turn signals to ***Communicate*** their intentions. Drivers must use signals before turning or changing lanes and to allow at least four flashes before taking any action.

PREPARING DRIVERS ON PROPER STUDENT CONDUCT AND CONTROL



Our goal is to safely and comfortably transport students to and from school, on time, and ready to learn. We know this part of the day is important to children, especially young children, and that what happens on the bus can make or break the rest of the day.
Understanding the children and their needs helps drivers to handle situations which may arise on the school bus. Drivers are taught to be courteous and to always be in control. Drivers set school bus boundaries through initial authority recognition and by building relationships with students based on mutual respect.

Courtesy is Contagious

The power of a smile cannot be over emphasized. Drivers are trained to be welcoming and to acknowledge each child by name, to help set a positive tone for a comfortable school bus ride.

Dealing with Negative Behavior

Durham will follow the district's discipline procedures, however if there is not a procedure in place, we recommend the following approach.

Our drivers are taught to never allow bullying, sarcasm, or put downs by other students. We will always follow your district's policies for dealing with problematic issues, while following our own basic standards for a safe bus ride. Our drivers are trained to be professional and to be positive at all times, never displaying negative behaviors or facial expressions. The same way courtesy is contagious, so is a negative demeanor.

Hiring, Training and Retention

The training covers the logistics of student transportation and also focuses heavily on behavior management and the reasons behind the behavior. In one activity, each trainee sits in a wheelchair while it is put on the lift and transported. Exercises like this help drivers to put themselves in the place of the children they serve, experiencing the world from the perspective of a child with special needs. Additional classes on working with visually impaired, deaf, autistic, and wheelchair-bound students are available as required by student needs. Special needs drivers can also meet with each child's parents before school starts to ensure they have adequate insight into the individual needs of each child.

We view transportation as an important part of each special needs student's educational program; learning about each student's particular needs helps us to provide service at the highest levels possible.



Classroom Training Objectives

After completing the classroom portion of this program, drivers and aides will have an understanding of the following:

- Rights of special education students
- Special education student characteristics
- Special education student management techniques
- Behavior patterns of special education students
- Procedures for special education student drop-off
- Ambulatory special education student procedures
- Procedures for transporting students using wheelchairs
- Securement procedures for student equipment
- Emergency procedures

- Operation lifesaver (railroad crossing procedures)
- Mirror use, backing and turning point set-up
- Student management
- Student safety awareness
- Winter driving techniques
- Safety competition practice (classroom and behind-the-wheel)
- Post-accident retraining
- Rules and regulations for loading/unloading

MANAGER TRAINING AND DEVELOPMENT

National Express University (NXU)

In 2014, we invested in a learning management system (LMS) which houses and tracks important training curriculums in the areas of leadership, compliance, safety and technical training for all our full-time staff members.

In 1994, we became one of the first school bus transportation companies to implement a formal management training program. This training program consists of several phases. First, new general managers at each location participate in a comprehensive six month GM onboarding orientation session. Second, each year, we provide an annual in-person regional training forum that includes all management and supervisory staff. Third, for newly selected site supervisors (on the job between 30 to 120 days), we require participation in an onsite four day manager orientation. This session includes discussions and training topics that vary from orientation to operational duties, such as customer service, software applications, COMPASS - our proprietary dispatch and payroll platform, and recordkeeping. Through presentations, scenarios, activities, testing, peer learning, focus group discussions and homework assignments, managers learn the tools and resources needed to deliver the level of service we promise to our customers. Finally, there is an online suite of courses compiled specifically for our first line supervisors called front line leadership, which provides overall leadership theory to new leaders.

- Manage time better
- Easily make improvements to any process
- Become better organized
- Improve verbal and written communication skills
- Manage hundreds of other leadership and management challenges

All this and more can easily be found in OPAL. OPAL is a free 24-hour support tool/resource for all managers and leaders in our organization.

Employee Retention



Durham's total compensation program has been designed to retain the current driver workforce and to attract prospective employees. We offer competitive driver wages, health, dental and a 401(k) plan. We also believe in developing our employees to grow with our organization. We also believe in recognizing our employees who go above and beyond their job duties with ***Enjoy the Ride***, a program that rewards those individuals for outstanding performance.



BENEFIT PLANS

Full-Time Employees Plan

Durham School Services provides company contributions toward medical insurance through BlueCross BlueShield (BCBS). There is a choice of three PPO plans offering in-network and out-of-network benefits; one of which is a High Deductible Health Plan (HDHP) offering that includes a Health Savings Account. Employees have copays for office visits and prescriptions, and pay deductibles and coinsurance for hospital services for the non-HDHP plan offerings. The HDHP Plan requires that employees meet the deductible before the plan pays and copays are only for prescriptions, everything else is paid by coinsurance. Dental and vision insurance is available for purchase.

Additional Benefits Provided to Part-Time Drivers and Monitors

- Retirement plan – matching 401(k) retirement savings plan (with a company match of up to 4%) vested immediately
- Company-paid life insurance
- Company-paid employee assistance program
- Tuition reimbursement program
- Dental and vision insurance are available for purchase
- Group legal plan available for purchase
- Paid physicals, drug screens and alcohol screens
- Outside charter work opportunity, where Durham owns the fleet, for drivers for other contracts and non-school district customers, such as day care centers, churches, summer camps, etc.

ENJOY THE RIDE PROGRAM

Our company strives to create an engaged workforce where employees enjoy their jobs and feel appreciated for what they do. The ***Enjoy the Ride*** program was built around our company's vision and values and is designed to recognize safety and excellence, develop our people, celebrate years of service to our customers and encourage involvement in the community. The ***Enjoy the Ride*** program drives engagement and retention for all employees.



EMPLOYEE DISCOUNTS

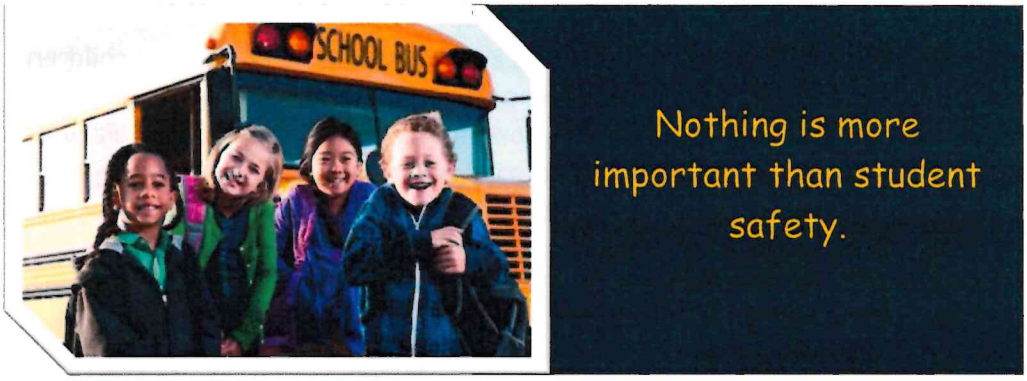
PerkSpot

PerkSpot is an online program that allows employees to find discounts and rebates on goods and services from many of the best known brand names in the U.S. and Canada. The PerkSpot site is updated daily with new deals and discounts on clothing, home furnishings, jewelry, cell phones, travel and vacation packages, and more. Discounts may range from 5% to 50% off retail value.

Our Safety Culture

There is nothing more important to us than safety, one of our core values. Our safety statistics are the result of a rigorous safety culture. Through effective employee screening, continuous training, the use of prevention tools and communicating daily safety messages to our employees, we continually strive to improve our safety performance.

An effective safety program must encompass all aspects of transportation, including operations, training, maintenance, and administration, while remaining focused on people, students, employees and the public. Our number one responsibility is to protect against harm and to give our customers the confidence that we will provide safe and reliable service every day. Our combined safety and training programs are the tools and resources we use to provide continual safe and efficient operations.



Our safety program components are as follows:

- Employee screening
  - Drug and alcohol testing
  - Physical
  - Background check
  - Fingerprinting (as required by state)
  - Motor vehicle report
- Employee safety inventory (ESI) assessment
- Tools and technology
  - Electronic child check
  - Global positioning satellite (GPS)
  - Electronic vehicle inspections

GPS

GPS technology provides real time tracking of bus location, direction, and speed. It captures any travel variances from the planned route to actual, while storing the data for review. In addition, GPS systems track idling and provide reports such as on time performance and excessive speed. With near real-time information readily available, we are able to locate buses, re-route or guide around road conditions, and provide solutions to other issues that may arise.

EVIR System

By law, each driver must complete a safety inspection, or daily pre-trip, before leaving the yard. Using our electronic vehicle inspection report (EVIR) system, drivers are required to inspect the 13 check zones for any deficiencies the bus may have. The EVIR system records the inspection results and transmits the information to the maintenance shop for appropriate action.

Prevention Training

LLLC Defensive Driving™

The LLLC (Look ahead, Look around, Leave room, Communicate) defensive driving principles are tools drivers learn to avoid accidents and to be prepared for various traffic situations. These principles help to maintain a safe amount of room around the vehicle, improve visibility and provide extra time to make decisions while driving.

Student Management Training and Bus Safety Training

Some of the most important aspects of our training program are student behavior management and student safety training. For the safety of all passengers and any interaction we may have with the public, our drivers are trained to deal with problematic behavior that may put others at harm. We offer safety training for students including the bus' "Danger Zone," emergency evacuations and safe riding procedures.

Please refer to our employee training section of our *Hiring, Training and Retention* tab for further details on our bus safety and student discipline principles.

2 Competence and Fitness of Maintenance Staff

Our maintenance personnel also play a critical role in the safety of our operations.

Our minimum standards include:

- Selection and recruitment for high performing maintenance personnel
- Maintaining work competence through training and management
- Maintaining physical fitness to safely perform the job
- Identifying activities which have potential to affect safety
- Recordkeeping

3 Competence and Fitness of Other Staff Personnel

All managers and supervisors have a role in leading safety, as well as a personal responsibility to act and work safely.

Minimum requirements for management and other supervisor personnel include:

- Hiring and placement
- Training
- Competence management
- Physical fitness to perform minimum duties
- Recordkeeping

DRIVING OUT HARM: EMPLOYEE'S GOLDEN RULES

We believe each staff member is a leader in safety regardless of title. Managers are responsible for reminding staff of the rules that have the most important impact on risk control associated with their roles in company and personal safety.

5

Safety of Vehicles - Buses

Maintenance and procurement personnel are responsible for all vehicle specification standards and safety requirements. Maintenance policies require compliance with all manufacturers' specifications and other federal, state or local standards. Safety requirements also include route risk or emergency procedures associated with any danger that may cause harm to students, drivers and monitors, and any member of the public with who we may be in contact.

MAINTENANCE OEM STANDARDS

We use well-known, qualified original equipment manufacturer ("OEM") vendors whose industry standards surpass many federal, state and local regulations. We work with OEM vendors such as Bridgestone, Goodyear, Interstate Battery and ArvinMeritor for our parts inventory, ensuring that we use the very best equipment for our vehicles.

EMERGENCY ACTION PLAN AND INCLEMENT WEATHER

The emergency action plan is designed to ensure employee safety from security threats, fires, natural disasters and other emergencies. Our safety response guide is used as a reference for local management to address these types of emergencies. Each location is responsible for completing an emergency action plan training guide to address situations specific to their location.

Examples of location plans may include:

- Fire
- Bloodborne pathogens
- Mechanical breakdowns
- Bomb threats
- Crime in progress
- Inclement weather

properly inspected, maintained, not altered or modified in any way, and kept in good repair. To ensure safe use of hand tools, our employees are trained to never use a defective tool, to inspect all tools prior to use, and to ensure defective tools are repaired or discarded. Air, gasoline or electric power tools require skill and the operators' complete attention, even when they are in good condition.

STORAGE AND HANDLING OF HAZARDOUS SUBSTANCES

- Risks associated with the storage and handling of all hazardous substances must be carefully controlled. This applies to all of our premises – maintenance shops, parking lots and office buildings. The control of such substances is subject to federal and state regulations; compliance is mandatory. Hazardous substances can be solids, liquids, gases, fumes or dust that can cause harm to people; including substances that are flammable, explosive, corrosive, toxic or that can otherwise cause ill health or harm.

Examples of hazardous substances we monitor are:

- Fuel (diesel, petrol, LPG)
- Acetylene cylinders
- Oil and other lubricants
- Glues, inks and detergents
- Cleaning products (bleach, toilet cleaner and polishes)
- Dirty water (e.g., in pits and drains)
- Paints and varnishes
- Fumes from engines
- Fumes from welding
- Dust from cutting

The following procedure for storage and use of hazardous substances must be followed: identify hazardous substances, identify the tasks that use these substances and how employees might be exposed to hazards from them, reduce potential exposure, and check and maintain hazardous substances.

of high visibility clothing in an effort to protect our employees and visitors.

9 Accident and Incident Investigation

Reporting of accidents and incidents and an effective investigation process are vital to determine the causes and to identify controls to prevent recurrence. We are staffed with professionals who conduct investigations, reporting, data analysis and recordkeeping.

ACCIDENT AND INCIDENT REPORTING

Timely and accurate reporting of all accidents and incidents is critical. Reports contain structured and completed information for each accident to allow comparisons, metrics and identification of trends during the review process. Compliance with relevant legal requirements for accident and incident reporting to external bodies, e.g., regulators, insurers, etc. is mandatory.

ACCIDENT AND INCIDENT INVESTIGATION

Our effective accident or incident investigations follow a defined process and are led by our experienced safety and legal/risk management team. If a major accident or incident occurs, we comply with statutory regulations that require a formal investigation.

ALLOCATION OF ACCIDENT INVESTIGATION RESOURCES

The legal/risk management department will direct whether the following resources will be dispatched for investigation, depending on federal, state and local regulations in conjunction with our own accident investigation level procedures.

10 Incident Response and Management

We understand that an effective response to an incident is critical to the safety of all persons involved and to the prevention of further harm. Our incident management teams are prepared to control the situation and to immediately establish safe conditions, communication and support.

ACCIDENT RESPONSE AND PROCEDURES

It is our goal to have a unified and consistent approach to accident response and procedures. Accident response procedures begin immediately with a report to dispatch to notify all appropriate parties according to the severity of the accident. In the case of minor or major injuries, or if children are on board, immediate notification to the authorities will occur.

Employees are also required to contact our crisis hotline as part of the reporting process so that we can troubleshoot any situation and ensure that the proper response plan is crafted and executed. In addition, each employee is trained to report the incident to our insurance and claims administrator within 24 hours of occurrence. Sedgwick, our third party administrator, manages auto and general liability claims and workman's compensation, working closely with our legal/risk and safety departments to ensure that claims are effectively managed.

ACCIDENT PROCEDURES

Our bus drivers are trained in this procedure for accidents, never leaving the bus unattended.

- Do not move the vehicle until directed to do so by the authorities
- Contact dispatch with the following information:
- Bus and route number
- Location of accident
- License of other vehicle (if applicable)
- Whether passengers are on board, and if so, notify state and local police

11

Safety Audit and Management Checks

All areas of our business are subject to safety auditing and management checks. Safety audits are completed by area directors of safety; results are then analyzed and recorded by our local teams and local safety committee.

SAFETY AUDITING

Our audits give us the assurance that standards for safety are delivered according to requirements, and that the requirements are effective and appropriate. Auditing provides a basis for updating our safety management requirements to reduce risks in our business. Where there are unsafe or potentially unsafe working practices or conditions, these checks provide an excellent means for taking immediate corrective action to reduce risk. Management checks are mandated at all levels, providing a key component of safety performance monitoring in all locations.

SCOPE AND APPLICATION OF REQUIREMENTS

Our standard establishes minimum requirements to be applied at our locations to ensure safety audits and management checks are undertaken in a consistent, rigorous, and effective manner. Audit and management checks in this standard cover activities carried out by our employees and our contractors, and include three tiers of audit:

- **Management checks** – Regular checks carried out by management to ensure day-to-day activities are being conducted safely and in accordance with standards, policies, working instructions and procedures.
- **Internal audits** – Conducted in each customer service center by functionally independent auditors, e.g., area director of safety to check compliance with implementation of standards and policies.
- **External audits** – Commissioned to provide an independent review of the implementation and effectiveness of safety management policies. Audit reports are provided to us for review.

Safety Committee Training

The area director of safety assists with instruction. Training topics may include:

- Determining accident/injury root cause
- Safety incentive programs
- Safety communication programs
- Facility safety inspections
- Hazard identification and correction
- Safety policies and procedures
- Group dynamics

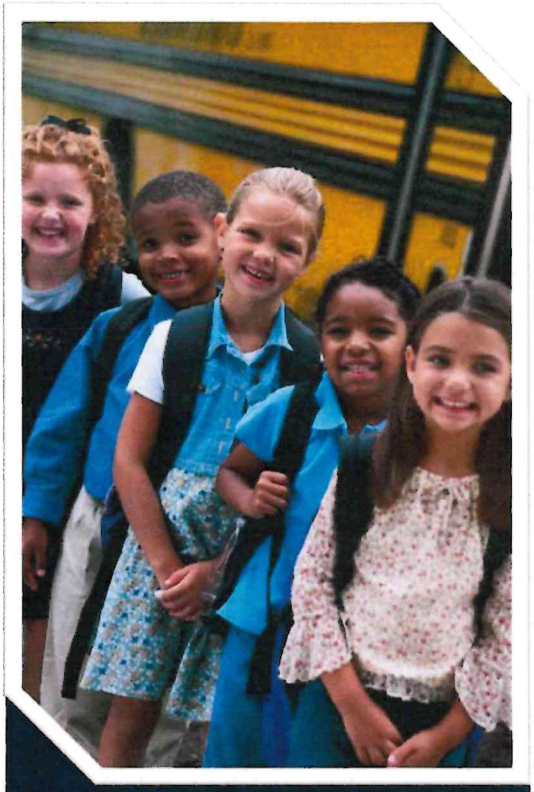
OCCUPATIONAL SAFETY AND HEALTH ACT COMPLIANCE (OSHA)

Per OSHA requirements, we provide our employees with a workplace free of recognized hazards that have the possibility of causing an injury. We are committed to providing a safe work environment and to complying with all governmental safety regulations. Our safety programs and efforts comply with the following OSHA requirements:

- Provide well maintained tools and equipment, including personal protective equipment.
- Provide training on hazardous communications, bloodborne pathogens, lock out tag out, accident investigation, safety committee development, etc.
- Maintain proper documentation of training to ensure training is current and provided on a regular basis.
- Conduct regular workplace safety inspections to identify potential hazards and to develop corresponding action plans to remedy any issues.
- Report within eight hours to OSHA any accident that results in a fatality or within 24 hours the hospitalization of one or more employees.
- Maintain an OSHA 300 log at each customer service center, updating as needed. Post the log in each customer service center according to required timelines.
- Each customer service center will post the OSHA poster that informs employees of their rights and responsibilities, and ensure that employees are knowledgeable in communicating safety issues to local management so they can be corrected in a timely fashion.

Employee and Management's Shared Safety Responsibility

Our employees have the responsibility to ensure their environment is safe for themselves and for the safety of the children they transport; we take injury prevention very seriously. We give a thorough training program for new employees along with ongoing training through monthly safety meetings. We maintain each employee's focus on safety through posters, daily safety messages and contests.



Safety is one of our five core values and everyone who works for us will know what is expected of them.

Cooperative Effort

We preserve and improve our safety record through a cooperative effort between supervisors and employees, and between colleagues at all levels to contribute to safe working conditions and accident-free performance. Our area safety directors and corporate safety staff meet monthly to review trends, discuss initiatives, and provide training and share ideas and best practices between customer service centers throughout the organization.

Our safety professionals provide support for each customer service center in the following areas:

- Training and developing managers and supervisors
- Promoting safety and developing company programs
- Conducting a bi-annual safety audit
- Improving loss prevention by minimizing risk

providing an opportunity for the local safety team to have an open dialogue with our executive team members about safety at each of our locations.

Inspection Reports

Inspections are recorded on the facility safety inspection form, including date completed, name, location, and activities inspected. The location manager maintains records of inspection schedules, checklists, reports, and monitoring of corrective actions from the initial report to the final completion for audit purposes. Inspection records are kept on file for two years.

NATIONAL SAFETY DEPARTMENTS AND ADMINISTRATION PARTNERS AND ASSOCIATIONS

We continuously follow new safety initiatives, government safety training seminars, and national safety groups. Below are a few organizations with whom we are proud to be associated:

- U.S. Department of Transportation
- Federal Motor Carrier Safety Administration (FMCSA)
- Occupational Safety and Health Administration (OSHA)
- National Safety Council
- National Association of Pupil Transportation (NAPT)
- American School Bus Council (ASBC)
- National Student Transportation Association (NSTA)

EMERGENCY EVACUATION PERFORMANCE

When emergency circumstances arise in our communities, we are fully prepared to engage in the evacuation procedures. Our emergency action plan and safety response guides were developed to train our employees on how to prepare, react and assess post emergency situations. The following are some examples of how our managers and drivers used their training and knowledge to lend support in a real life crisis.

Hostage Training

West Bloomfield police lieutenant Mike Turner was shocked when he saw the news story about an Alabama bus driver who was shot and killed while attempting to stop a man from taking a student-passenger hostage. Distraught

Fleet Experience and Performance Results

Our organization currently operates a fleet of more than 15,500 buses. We have developed a fleet and maintenance program that combines high maintenance standards with evolving engineering technologies.

Results:

- Less than 1% in service failure rate
- Process and compliance with on-time preventative maintenance
- Technician recognition program in place to increase certified master ASE technicians

Our fleet and maintenance program consists of:

- Proposed fleet and specifications
- Green fleet sustainability
- Preventive maintenance and inspection programs
- Oracle eAM maintenance software
- OEM manufacturers warranty and inventory parts
- Maintenance training and certification
- Shop blue seal certification program for eligible maintenance facilities



"We're always looking for and evaluating new technologies to enhance safety."

– Keshav Ragunathan, Senior Director Asset Management & Engineering

FLEET COMPLIANCE AND SPECIFICATIONS

All buses will be inspected and maintained in compliance with applicable state and federal statutes, ordinances and regulations, meeting or exceeding the state minimum safety standards for school buses. Vehicles shall be kept in a clean and sanitary condition. We will make sure we have sufficient spare vehicles available to accommodate vehicles that are rotated in and out of service so they may receive their regularly scheduled preventive maintenance.

- **Bronze Status** – The operator must demonstrate having a written anti-idling policy plus a fleet with an average emission reduction levels of 12.5% overall (equal to 50% of the fleet at tier 1 level) using any combination of OEM, EPA/CARB verified after-treatment technologies or alternative fueled vehicles.

The following customer service centers were recognized by the NSTA with Green School Bus Fleet Certifications:

Certification Level	Platinum	Gold	Silver	Bronze
	Aurora, IL	Casa Grande, AZ	Antioch, IL*	Racine, WI
	Bridge Creek, OK	Carson, CA	Calabasas, CA	
	Burnsville, MN	Waterbury, CT	Chattanooga, TN*	
	Central Dauphin, PA	Davenport, IA	Keller, TX*	
	Framingham, MA	Hinds County, MS	North Charleston, SC*	
	Louisburg, KS	Indianapolis, IN	Pflugerville, TX*	
	Milwaukee, WI	Jacksonville, FL	Pomona, CA	
	Norwalk, CA	Memphis, TN*	Syracuse, NY*	
	San Bernardino, CA	Milwaukee, WI	Thousand Oaks, CA	
	Spokane, WA	Oxnard, CA		
		Rosemead, CA*		
		San Bernardino, CA		
		Santa Ana, CA		

* These sites have been certified repeatedly.

Maintenance Program



We are committed to quality preventive maintenance and follow-up and have developed a proactive approach to preventive maintenance that is designed to improve reliability by reducing the number of breakdowns, increased safety and lowered overall running costs. We efficiently and consistently exceed standards of excellence through our preventive maintenance program and proprietary maintenance software, Oracle Enterprise Asset Management (eAM), the cornerstone of our fleet operation.

Standard Inspection Procedures and Intervals

Our scheduled maintenance program includes a systematic procedure for the servicing and inspection of each vehicle. Our program ensures that all vehicles meet or exceed the standards for vehicles set by the states regarding the operation of all safety related equipment.

Driver Pre-Trip and Post-Trip Inspections

Our first line of defense for identifying defects is through the driver daily pre- and post-trip inspection using a driver Electronic Fleet Management solution. Drivers use this device on a daily basis to report the condition of the vehicle they operate and to alert maintenance departments of any defects that affect the operation and safety of the vehicle. If a driver notes a defect during their inspection, they are required to report defects through the Electronic Vehicle Inspection Reporting (EVIR) or manual Driver Vehicle Inspection Reporting (DVIR).

ELECTRONIC WORK ORDER GENERATION AND REPAIR PROCESS

Any defect recorded through the EVIR is reviewed by and responded to by the maintenance manager. If any reported defects are critical, then a work order is opened and the bus will be kept off the road until the repair is complete and the work order is closed. Work orders are included in the vehicle's permanent record.

DRIVER OBSERVATION WHILE IN ROUTE

Drivers are also to be alert to indications of vehicle malfunction while driving such as unusual vibrations, noise, odors, abnormal instrument readings, and erratic brake and steering operations. Additionally, proper starting procedures will help increase the useful life of vehicles, as there are different starting procedures for gasoline-fueled, spark ignition engines and multi-purpose diesel-fueled engines.



testing programs. Owned and leased vehicles are subject to the requirements of the jurisdiction where the vehicles are regularly housed. Regular inspection intervals typically range from 180 days or 10,000 miles for larger vehicles and 180 days or 5,000 miles for smaller type vehicles.

Bus Cleaning

We realize that the interiors and exteriors of the buses must be kept in a clean and sanitary condition at all times in order to provide a pleasant environment for each passenger. Each driver is required to sweep and clean the interior of the bus daily. This includes floors, seats and the driver area. Exteriors are washed as necessary to maintain a clean, professional appearance.





Fleet Maintenance Compliance Audits

Regional maintenance managers (RMMs) and/or state certified mechanics regularly perform compliance audits to review vehicle maintenance processes and documentation at each customer service center. This review ensures maintenance employees are performing necessary procedures and processes according to our standards of performance along with federal and state requirements. In addition, RMMs conduct an annual facility audit to ensure the maintenance shop operates in a safe and compliant manner. A sample of the fleet is physically inspected to ensure vehicles are properly maintained and in the best condition possible. In addition, shop supervisors and regional maintenance managers perform random post PM audit to review quality of PMs performed.

Cold Weather Start-Up Maintenance Program

Our cold start procedure helps prevent breakdowns or unnecessary stalling due to exposed cold weather. The procedure helps to ensure operations will run on-time and without any initial delay. Drivers are trained to properly start a vehicle and identify dangerous issues, e.g., frozen batteries or starter problems. Drivers are advised to place plastic bags on mirrors and wiper blades after the last run if snow or freezing rain is forecasted. At all times, ice and snow are removed from the stop-arm and crossing gate and opening and closing mechanisms. Drivers are required to keep the fuel tank full at all times.

COMPUTERIZED FLEET MAINTENANCE - ORACLE ENTERPRISE ASSET MANAGEMENT (EAM) AND DIAGNOSTIC TECHNOLOGIES



We use Oracle eAM, a fleet maintenance system to schedule all preventive fleet maintenance, manage inventory and review repair order history for failure analysis. Each of our buses are scheduled for regular PM inspections according to miles traveled or days operated, depending on the type of operation and service being provided. We use this system with the help of work orders for managing maintenance work, procuring parts, managing inventory and maintaining history.

Key Performance Indicators (KPIs)

Each fleet location is managed with a weekly review of KPIs using the eAM system. The local fleet management team is responsible for ensuring proficiency in key areas such as timely completion of inspections, cost controls, productivity, completion of manufacturer safety recalls, percentage of on-road failures and percentage of out-of-service vehicles.

Diagnostic Tooling Systems

Diagnostic software and tools are used to minimize downtime of the bus while improving the efficiency and quality of the repairs. We use JPRO® Commercial Fleet diagnostic system, along with other OEM diagnostic software, to diagnose failures and help determine root cause and necessary repairs.

Our fleet diagnostic system provides diagnostic and troubleshooting information for vehicle components. The diagnostic system senses active and inactive vehicle faults to give our technicians the ability to quickly review critical elements of each system. The system also records data into log files for playback, view and chart engine parameters, has report printing capability, and launches the fleet maintenance software for proper parts replacement. Key data point collections exist for the following components: vehicle, engine, transmission and brake.

Vehicle – Diagnostic elements include road speed limit, cruise set speed limit, average fuel economy, total engine hours, odometer, coolant level, battery voltage and oil level.

Engine – Diagnostic elements include air inlet pressure, exhaust pressure, fuel pressure, boost pressure, oil pressure, oil temperature, coolant temperature, fuel temperature, exhaust temperature, air inlet temperature and battery voltage.

Transmission – Diagnostic elements include transmission input speed, transmission output speed, transmission fluid temperature, gear selected, gear obtained and battery voltage.



Brake – Diagnostic elements consist of road speed and wheel speeds.

OEM MANUFACTURERS AND PARTS INVENTORY

To ensure the best quality parts are being used, we use OEM parts with major brand name suppliers only such as International®, Bridgestone®, Thomas Built®, Valvoline® and Exide Battery®. OEM parts support our commitment to safety and

provide the right bus in the safest, most reliable and cost-effective manner. In addition, technicians have the opportunity to get the training directly from manufacturers for engines, alternators, electrical system etc. We also send a few technicians each year to hands-on factory training offered by bus manufacturers to ensure we have a trained knowledge pool.

All technicians are required to receive preventive maintenance training. Each technician is required to take the PMX program covering topics such as engine, drive train, brake and body systems. A passing score of 80% is required to obtain the certification.

Required Certifications



- PM certification (all technicians)
- Brake training (Tech II and above)
- Air-conditioning certification (all as required)
- CDL (all technicians)
- Other certification as required by NELLC or regulatory agency(s)

Maintenance Safety Training Meetings

All of our maintenance shops will have a mandatory 30-minute safety training meeting conducted by the maintenance facility lead at least once a month, covering such topics as shop safety practices, fire prevention and new techniques.



enable us to showcase the quality of technicians we employ, while providing best service to our customer. We strive to remain an attractive choice for employment of qualified technicians.

Continued education and training are key to safe service given advances in vehicle technology. Our people are dedicated to ensure we are putting the safest vehicles on the road.

ASE Blue Seal of Excellence RECOGNIZED BUSINESS

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID NO. 102-24

BUS TRANSPORTATION SERVICES
FOR FIELD TRIPS AND ATHLETIC TRIPS

Contract Clauses

Would the Newport-Mesa Unified School District (the "District") consider adding or modifying the following clauses to the final contract between the District and Durham School Services, L.P. (the "Contractor")?

1. ***Please modify Page 5, Section 16 "Termination" by adding the following language:***

In addition to any other termination rights set in this Agreement and without prejudice to any other rights or remedies that either Party may have, either Party may terminate this Agreement immediately by delivery of written notice to the other Party at any time if any of the following occur: (i) the other Party files a voluntary petition for bankruptcy which is not dismissed within ninety (90) days; (ii) the other Party discontinues its business; (iii) a receiver or trustee of any of the other Party's property is appointed and such appointment is not discharged within ninety (90) days; (iv) the other Party breaches a material provision of this Agreement and such default is not cured within fifteen (15) business days after written notice thereof; and (iv) any of the representations or warranties made by the other Party in this Agreement prove to be untrue or inaccurate in any material respect.

2. ***Please modify Page 6, Section 20 "Indemnification" by adding the following language:***

The District agrees to defend, hold harmless and indemnify the Contractor from any and all claims which may be made by reason of any injury to person or damage to property unless such claim results from the negligent act or omission or willful misconduct of the Contractor, its agents, employees, representatives, officers, and directors. District, at its own expense and risk, shall defend any legal proceeding in connection with this Agreement that may be brought against the Contractor, its officers, agents, or employees on any such claim or demand, and satisfy any judgment that may be rendered against the Contractor. In the event that any such proceeding is brought against the Contractor, its officers, agents, or employees, Contractor shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when the Contractor, in its sole discretion, deems such a settlement advisable. The District, its agents, employees, representatives, officers, and directors shall cooperate in all reasonable manners in the defense of such claims.

3. ***Please modify Page 7, Section 29 "Force Majeure" as follows:***

Neither party to this bid will be liable to the other for any failure or delay in performance under this bid due to circumstances beyond its reasonable control including without limitation, Acts of God, accident, fire, flood, war, riot, civil disturbance, earthquake, terrorism, epidemic, pandemic,

governmental / executive order, quarantine, strike, lockout, labor disruption, acts, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance. Additionally, the Contractor shall not be responsible for any damages which result from any cancellation or delay. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or Customer refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by District.

4. Please add the following language to contract:

Services. Contractor agrees to perform the transportation services as requested by District and executed in the form of a Charter Confirmation attached hereto as Attachment A (the "**Services**"). The parties understand and agree that the Services may be amended from time to time during the term by mutual written agreement of the Parties.

Risk of Loss. Contractor is not responsible for the loss, damage, or theft of personal property. Contractor is not responsible for the personal injury of customers or third parties caused by the negligent or intentional acts of the District, passengers or third parties.

Passenger Conduct. At any time during the charter trip, the Contractor, or the driver as the Contractor's representative, reserves the right to refuse to transport any person or persons that Contractor or its representative believes to be in violation of the Charter Passenger Policy attached hereto as Attachment B. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges. Contractor is not responsible for any passengers who have not boarded the vehicle at the time of departure. District must provide their own supervision if required. The Contractor is not responsible for the District's failure to provide supervision. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Contractor approval and may be subject to applicable law.

Limitation of Liability. To the fullest extent permitted by law, and not withstanding any other provision of this Agreement, the total liability, in the aggregate, of the Contractor and the Contractor's officers, directors, employees, representatives, agents, and any of them, to the District and anyone claiming by, through or under the District, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Contractor and the Contractor's officers, directors, employees, agents, and any of them, shall not exceed the total compensation received by the Contractor under this Agreement. In no event shall either party be liable for consequential, special, indirect, incidental, punitive, or exemplary damages.

ATTACHMENT A

Charter Confirmation

ITINERARY: The Carrier's driver will adhere to the following itinerary and provide the following Services. Any changes must be approved by a Carrier representative and may result in additional fees charged to the Customer. All itineraries are subject to review and approval by the Carrier. Carrier is not responsible for fulfilling itineraries developed by the Customer, which indicate a time that the Customer expects to arrive at certain locations after the initial pick up time.

Type of Trip: ____ Single Trip ____ Round Trip ____ Multiple Destination

Pick Up Date: _____ Time_____ AM/PM Number of Passengers: _____ children _____ adults

Number of Buses: ____ Type of Bus: _____ Air-conditioned: ____ Y/N Wheelchair Access: ____ Y/N (incl. storage)

From: _____

To: _____

Departure Date: _____ Time: _____ AM/PM

From: _____

To: _____

List any additional stops or destinations: _____

PAYMENT: Full payment is due fourteen (14) days prior to the scheduled Pick Up Date. In the event that the scheduled Pick Up Date is less than fourteen (14) days from the date Customer schedules the Services, full payment, is due at the time of reservation. The Carrier reserves the right to cancel the Charter Service Agreement for non-payment. Deposit and payment must be made by credit card, cashier's check, money order or business check. Cash will not be accepted. Customer will be charged any and all fees due to checks returned for Non-Sufficient Funds ("NSF"). A final invoice will be sent to Customer for any additional charges or overages after completion of the trip.

FEES: The Customer agrees to pay the Carrier the following fees:

Rate for Services	$_____ *(per vehicle, per trip)*
Cancellation Fee	$_____ *(per vehicle)*
Additional Charges (parking, tolls, entrance fees, etc.)	$_____
Cleaning Fee	$_____

The fees for the Services are subject to the itinerary above and any changes may result in additional fees. There will also be a charge of $_____ per hour for any trip over _____.

ADDITIONAL CHARGES: The Customer shall be responsible for all parking expenses, tolls and park entrance fees at time of service.

CANCELLATIONS: All cancellations must be made to the Carrier in writing. A fee of the lessor between $500 or the value of this Agreement will be charged for any Customer no-show on the Pick-Up Date. Cancellations within twenty-four (24) hours of the Pick-Up Date will be subject to any cancellation fee set forth above.

RESPONSIBLE PARTY: The Customer identifies the following person to be the primary point of contact who will be available, if needed, during the charter trip.

Customer Contact Name	Title/Position	Phone	Mobile

AUTHORIZED CONTACTS: The Customer identifies the following person(s) as additional authorized contacts as it relates to the itinerary and Services.

Customer Contact Name	Title/Position	Phone	Mobile
Customer Contact Name	Title/Position	Phone	Mobile
Customer Contact Name	Title/Position	Phone	Mobile

Customer's authorized signature below demonstrates full acceptance and acknowledgement of the terms and conditions of this Charter Confirmation and the Charter Service Agreement between the Customer and the Carrier.

Authorized Signature	Print Name/Title	Date Signed

ATTACHMENT B

Charter Passenger Policy – School Bus

Purpose

This policy provides guidance to the Customer regarding all charter transportation passengers, including but not limited to, employees, staff, and customers of the Customer who ride the charter buses provided by the Carrier.

Scope

This policy prohibits the following acts on any Carrier vehicle which is used as part of the services Carrier provides to Customer under the Agreement:

- Smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form.
- With the exception of peace officers, carrying aboard any weapon.
- Carrying aboard any flammable or explosive substance except for matches and cigarette lighters. For example, cooking stoves, propane tanks and other fuels are prohibited. Carrying aboard any package or article of a size which will block any aisle, emergency exit, or stairway of the vehicle.
- Carrying aboard any animal not housed in an enclosed carrying container. Such container cannot block or hinder travel in the aisle, emergency exit, or stairway. Service animals are allowed.
- Carrying aboard a stroller unless such item is folded and unoccupied. Strollers must remain folded while aboard the vehicle and must not block or obstruct an aisle, emergency exit, or stairway.
- Playing radios or other audio devices or musical instruments aboard unless the only sound produced by such item is emitted by a personal listening attachment (earphone) audible only to the person carrying the device producing the sound. An exception exists for peace officers, security guards, and for Carrier officials while performing their official duties.
- Littering, discarding, or depositing any trash, debris, or offensive substances in non-appropriate places.
- Spitting, urinating, or defecating.
- Damaging, writing upon, or otherwise defacing or altering property.
- Fighting or engaging in any violent, tumultuous, or threatening behavior.
- Making excessive and unnecessary noise, or using profanity.
- Obstructing the free movement of passengers.
- Interfering with the safe operation or movement of a Carrier vehicle or operator.
- Standing or otherwise occupying any space in front of the line marked on the forward end of the floor of the vehicle or otherwise conducting himself in such a manner as to obstruct the vision of the vehicle operator while the vehicle is in motion.
- Impeding the opening of, or interfering or tampering with, or otherwise obstructing the operation or use of, any window, door, or other emergency exit.
- Standing in the way of direction or impeding the vehicle from moving.
- Posting or removing any notice or advertisement unless authorized by a Carrier official.

- Throwing any stone, wood, snow or other substance at, into, or from any Carrier vehicle.
- Gambling or soliciting others to engage in gambling.
- Engaging in any activity prohibited by State, County, or Municipal law.
- Entering or exiting a Carrier vehicle through the rear exit door unless directed by a Carrier official or in the event of an emergency.
- Climbing through a window or extending an arm, leg or head out the window of any Carrier vehicle.
- Hanging onto or attaching oneself to any exterior part of a Carrier vehicle while the vehicle is resting or in motion.
- Running or engaging in any horseplay.
- Refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

Compliance

If a Carrier operator encounters any individual(s) violating this policy on a Carrier vehicle, the operator will ask the individual(s) to stop the activity or leave the premises. If the individual(s) persist in their conduct, the Carrier will notify a peace officer who will take the appropriate action. Compliance with this policy is required of each passenger. Failure to comply with this policy may result in immediate removal up to suspension of charter transportation privileges.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Old Republic Insurance Company	24147
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
National Express LLC
Durham School Services, L.P.
2601 Navistar Drive
Lisle, IL 60532

COVERAGES **CERTIFICATE NUMBER:** W26564309 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			HDO G72954889	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X]			ISA H25574436	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 314263 22	11/01/2022	11/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Evidence of Insurance

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▸ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Durham School Services, L.P.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▸ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▸

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2601 Navistar Drive

Requester's name and address (optional)

6 City, state, and ZIP code
Lisle, IL 60532

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			-		-				

or

Employer identification number
9	5	-	3	3	2	0	4	8	7

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** ▸ [signature] | **Date** ▸ 1/12/2023

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*