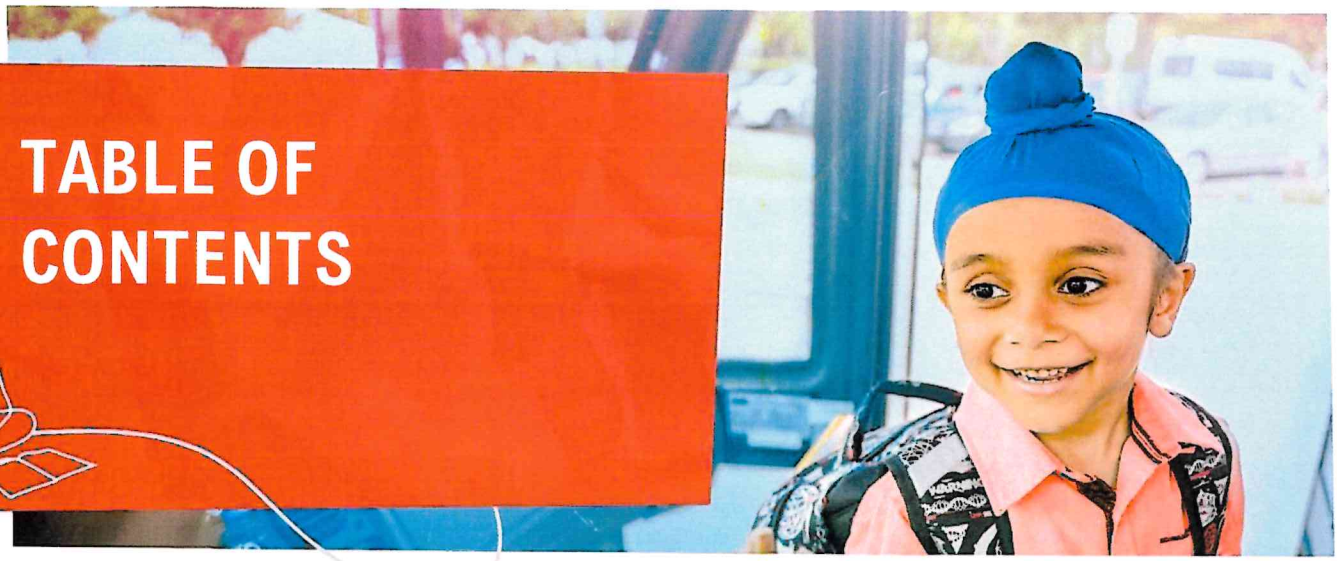


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NEWPORT MESA UNIFIED SCHOOL DISTRICT

Non School Bus Home to School Transportation Services

September 7, 2023 at 3:00 PM

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2103 S. El Camino Real, Suite 104B
Oceanside, CA 92054

September 6, 2023

Jonathan Geiszler
Director, Purchasing & Warehouse
Newport Mesa Unified School District
Education Center
2985 Bear St., Bldg. A, Costa Mesa, CA, 92626

Dear Johnathan Geiszler,

FirstAlt®, First Student's alternative transportation division, is pleased to submit a proposal to Newport Mesa Unified School District in response to your Individualized Transportation Services bid. The accompanying executive summary and proposal documents outline the many ways we will use our expertise to meet your requirements and organizational goals with a customized approach.

FirstAlt is the part of the nation's largest student transportation company, First Student. Transporting more than 500,000 special needs students each day, First Student is the leader in special needs transportation. That expertise along with the most experienced management team in alternative transportation, brings a level of knowledge and experience no other alternative transportation company can match. Over the last six years Robert Inbody, Location Manager responsible for operations in your district's surrounding area, has overseen hundreds of daily trips, which amounted to over 400 students served in a single school year. Our management and technology approach to alternative student transportation ensures that all students, including students with special needs and students experiencing homelessness, get to school safely and on time in the hands of caring, consistent drivers.

If awarded this contract, FirstAlt promises students will get to school safely and on time in the hands of a prepared and experienced team. When it comes to individualized transportation services, we know first-hand how far a personal touch can go and through those efforts, all while making sure every student is transported, no matter their needs.

Advantages of our partnership:

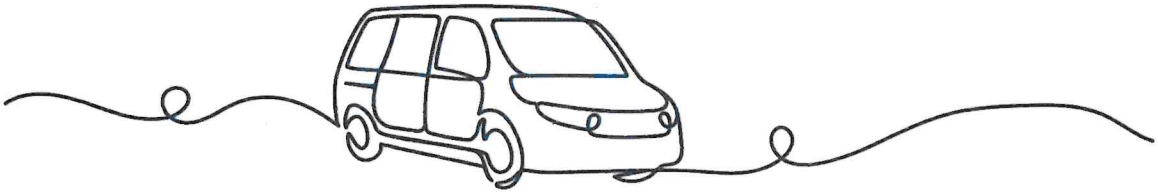
- Immediate savings
- Proven capabilities with consistent drivers
- Most experienced management team in the alternative student transportation industry
- Customized industry leading technology
- Industry best student transportation specific driver training and compliance
- The personal touch and customized serviced that every student, and their family, deserves

We understand your decision regarding alternative student transportation services has an impact on many stakeholders, and we have developed this proposal with each of them in mind. We welcome the opportunity to meet with district administration, evaluation committee and/or school officials to discuss our proposal in further detail.

Thank you for providing FirstAlt this opportunity. Please feel free to contact me directly if you have any questions regarding our proposal.

Sincerely,

Gregg Prettyman
Vice President, FirstAlt
760.405.7171
Gregg.Prettyman@firstgroup.com



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/29/2023

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
First Student Inc 191 Rosa Parks Street, 8th Floor Cincinnati OH 45202 USA	INSURER A: Old Republic Insurance Company	24147
	INSURER B: AIU Insurance Company	19399
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570101306139 **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,

Limits shown are as requested

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 / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / X LOC OTHER:			MWZY31683723	04/01/2023	04/01/2024	EACH OCCURRENCE	$10,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$10,000,000
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	$10,000,000
							GENERAL AGGREGATE	$10,000,000
							PRODUCTS - COMP/OP AGG	$10,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			MWTB 316836 23 AOS	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$10,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE	
							AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC015824929 AOS	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER	
B				WC015824930 CA	04/01/2023	04/01/2024	E.L. EACH ACCIDENT	$5,000,000
							E.L. DISEASE-EA EMPLOYEE	$5,000,000
							E.L. DISEASE-POLICY LIMIT	$5,000,000

Certificate No : 570101306139

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

Contractual Liability coverage is included under the General Liability policy. Newport Mesa Unified School District Education Center, its governing boards, commissions and the individuals thereof and all its officers, agents, employees, representatives and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Newport Mesa Unified School District
Education Center
2985 Bear St., Bldg. A
Costa Mesa CA 92626 USA

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

Aon Risk Services Central, Inc.

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AGENCY CUSTOMER ID: 570000088924

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Central, Inc.	First Student Inc
POLICY NUMBER	
See Certificate Number: 570101306139	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570101306139	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	WORKERS COMPENSATION							
B		N/A		WC015824931 WI	04/01/2023	04/01/2024		

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Newport-Mesa
Unified School District

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID NO. 103-24

NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

DATE ISSUED:	**August 18, 2023**
DATE DUE:	**August 31, 2023, BY 3:00 P.M.**
BUYER:	**JONATHAN GEISZLER**

DocuSign Envelope ID: B5DB2511-4AEE-448F-8330-1D5AD7E33C67

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) First Student, Inc. 600 Vine Street Suite 1400 Cincinnati OH, 45202 USA Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (866)283-7122 1c. NYS Unemployment Insurance Employer Registration 1d. Federal Employer Identification Number of Insured or Social Security Number 59-2364035
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Newport-Mesa Unified School District 2985 Bear Street Costa Mesa, California 92626	3a. Name of Insurance Carrier AIU Insurance Company 3b. Policy Number of entity listed in box "1a" WC015824929 3c. Policy effective period 04/01/2023 to 04/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Peter Seibold
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: DocuSigned by: Peter Seibold 486282DCFB1E49C... (Signature) August 29, 2023 (Date)

Title: attorney in fact

Telephone Number of authorized representative or licensed agent of insurance carrier: 646 857 1196

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

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Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

DocuSign

Certificate Of Completion

Envelope Id: B5DB25114AEE448F83301D5AD7E33C67
Subject: Complete with DocuSign: C105.2 - Newport-Mesa
Insured Name:
Bridge Number:
Policy Number:
Source Envelope:
Document Pages: 2
Certificate Pages: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Signatures: 1
Initials: 0

Status: Completed

Envelope Originator:
Andrew White
200 E Randolph St
Chicago, IL 60601
andrew.white4@aon.com
IP Address: 165.225.59.57

Record Tracking

Status: Original
8/29/2023 10:01:56 AM

Holder: Andrew White
andrew.white4@aon.com

Location: DocuSign

Signer Events	Signature	Timestamp
Peter Seibold peter.seibold@aig.com attorney in fact Security Level: Email, Account Authentication (None)	DocuSigned by: Peter Seibold 486282DCFB1E49C...	Sent: 8/29/2023 10:21:33 AM Viewed: 8/29/2023 10:48:09 AM Signed: 8/29/2023 10:48:14 AM
	Signature Adoption: Pre-selected Style Using IP Address: 165.225.220.232	

Electronic Record and Signature Disclosure:
Accepted: 8/29/2023 10:48:09 AM
ID: f71d9a91-c79f-4092-9977-37ad9c8365a9

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/29/2023 10:21:33 AM
Certified Delivered	Security Checked	8/29/2023 10:48:09 AM
Signing Complete	Security Checked	8/29/2023 10:48:14 AM
Completed	Security Checked	8/29/2023 10:48:14 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Aon Strategic Account Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Aon Strategic Account Management:
You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: docusign.help@aon.com

To advise Aon Strategic Account Management of your new e-mail address
To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign.help@aon.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..
In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Aon Strategic Account Management
To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to docusign.help@aon.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Aon Strategic Account Management
To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
ii. send us an e-mail to docusign.help@aon.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	•Allow per session cookies •Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically
To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.
By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and

- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and

- Until or unless I notify Aon Strategic Account Management as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Aon Strategic Account Management during the course of my relationship with you.



INTRODUCING FIRSTALT®



FirstAlt® is a proven solution underpinned by the nation's largest student transportation provider, First Student. First Student is the leader in special needs transportation, transporting more than 500,000 students with special needs each day. That expertise, along with the most experienced management team in alternative transportation, brings a level of knowledge and passion no other alternative transportation company can match.

First Student is the first and only student transportation provider in North America to offer a complete K-12 transportation solution. Districts can now work with a single vendor to provide safe, reliable and cost-efficient transportation solutions to all students, regardless of their transportation needs. This efficient approach to student transportation creates a sustainable service that districts and families can rely on.

FirstAlt enables all students, including students with special needs and students experiencing homelessness, to get to school safely and on time in the hands of caring, consistent drivers. Our alternative transportation solution is built from a network of local transportation service providers. When you bring FirstAlt onboard, you aren't just offering a reliable transportation service — you're providing well-trained, professional, caring support to the students who depend on you the most. FirstAlt understands that success depends on finding a reliable and effective way to optimize student transportation.

SUMMARY OF SERVICES

FirstAlt can help meet the needs of Newport Mesa Unified School District by coordinating the services of local transportation providers. Our team carefully coordinates customized transportation with the collaboration of your district by working closely to decide the optimal quantity and types of vehicles needed to serve your students.

Benefits of FirstAlt:

- Supplementing bus service with subcontractors' small capacity vehicles eliminates unused capacity.
- Flexibility to adjust your fleet to accommodate the ever-changing requirements of your student population.
- Providing students transportation to school who do not fit on traditional bus routes (McKinney-Vento, Foster Care, etc.).
- Alternative transportation option for students with special needs or those with specific requirements (stated in IEPs, 504s, etc.).
- Creating a safe, familiar and comfortable experience for your students through consistent communication.
- Providing your families with the same professional driver every day so that your students spend more days in the classroom.

WHAT MAKES US DIFFERENT

We Offer a Complete K-12 Transportation Solution

Experienced Management Team

- Our management team has over 50 years of combined experience in alternative transportation.
  - Our management team is supported by a group of experienced individuals with first-hand experience in alternative student transportation.
- When you bring FirstAlt on board, you aren't just offering a reliable transportation service — you're offering well-trained, professional, caring support to the students who depend on you the most.

Technology

- FirstAlt offers custom technology designed specifically for alternative transportation and its unique challenges.
- Our technology tracks every trip and every student, providing real-time updates to parents and districts.

Consistency

- We ensure all students get to school safely and on time each day, in the hands of caring, consistent drivers.
- FirstAlt provides the same driver for every student, every day.

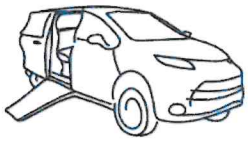
Industry-Leading Standards

- Background and Motor Vehicle Records (MVR) Checks
  - Our contracted drivers are required to pass initial background and MVR checks and are enrolled in a continuous background and MVR check monitoring program.
- Drug and Alcohol Testing
  - We ensure drug testing procedures are applied consistently throughout our organization; all drivers are compliant to pre-service, random, post-accident and reasonable suspicion tests.
- Driver Training
  - Customized training specifically developed to help drivers work with students with special needs.
  - Drivers are equipped with tools for understanding the functions of behavior and the Rage Cycle which helps them relate to the students and de-escalate issues as they arise.

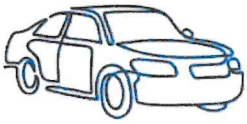


PRICING OVERVIEW: FIRSTALT

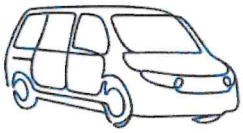
After a thorough review of the bid specifications, we believe we can offer the best and most competitively priced solution for Newport Mesa Unified School District. FirstAlt's pricing matrix includes the associated fees for the following vehicle types:



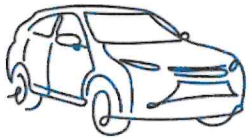
WHEELCHAIR VAN



SEDAN



MINIVAN



SUV

PROPOSED PRICING	
BASE TRIP ELEMENTS	**CHARGE**
Trip Minimum	$ 85.00
Mileage Included in Trip Minimum	8 Miles
Cost Per Mile > Miles Included	$2.50
ADDITIONAL TRIP ELEMENTS – AS NEEDED	**CHARGE**
Camera Fee (per vehicle/ per trip)	$2.00
Wheelchair Vehicle	$35.00
Student Equipment (Car Seat, Booster, Safety Vest, Buckle Guard, Etc.)	$5.00
Monitor (Per hour, 2-hour minimum, if not provided by the district)	$25.00
District Approved Wait Time (Per hour, billed in 15-minute increments)	$60.00
Hard to Service Trips (If needed and approved by the district)	TBD
Late Cancel <2 Hour	Full Price of Trip
No-Show (100% of students on trip)	Full Price of Trip

TRIP ELEMENTS AND PRICING DEFINITIONS

All pricing is applied per one-way trip and not per student. The trip minimum also includes as many students as can be routed into the vehicle. Most vehicles carry one to four students.

As additional students are added to existing routes there is no additional charge other than any additional mileage over the included mileage or needed equipment. Vehicle type and capacity are determined by student requirements and vehicle availability.

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be assessed.

Trip Charges

One-way transportation from home-to-school (inbound trip) or school-to-home (outbound trip) with a student or monitor continually on board. A trip is a collection of students combined into one vehicle with all pick up/drop off and other needs accounted for. Customers are billed on a per trip basis. A trip may contain any of the following: a single student, multiple students, monitor, special equipment. Billable elements of a trip may include - a trip minimum fee, trip mileage, monitor, equipment, and any other applicable considerations. The total number of trips a district is charged for is determined by adding together each of the one-way trips.

Trip Minimum

The minimum charge for any trip regardless of miles, equipment, etc.

Mileage Charges

The district will only be charged for miles incurred while a student or monitor is on board the vehicle. When no student or monitor is on board the vehicle, no mileage charges will be incurred. Mileage charges are calculated on driving distance through a third-party provider such as Google or MapQuest. We determine the mileage based on the most efficient route for the district and students. The total mileage is rounded up to the next whole mile. All mileage will be calculated based on approved student and school addresses provided by the district. When monitors are riding on the vehicle the mileage rate will continue until the monitor is returned to their point of origin.

Miles Included

The number of miles included in the trip minimum. If additional students are added to a trip and the miles remain under the "miles included" number, no additional charge will be incurred.

Wheelchair Vehicle

An additional cost is charged when a wheelchair vehicle is required, the cost is applied per wheelchair.

Student Equipment

Per student/per trip cost for students requiring additional equipment such as a car seat, safety vest, etc.

Monitor

If the district provides the monitor, there is no additional monitor charge, other than any additional mileage that might be added to the trip. A monitor charge (per trip) will be applied for any monitor supplied by FirstAlt, in addition to any added mileage to the trip.

Standard Wait Time

Drivers will wait three minutes past the regular scheduled pick-up time if students are not ready for pick-up at the scheduled pick-up time. If the students are still not ready after the three minutes of wait time, the student will be marked as a no-show and the driver will move on to their next scheduled stop.

When returning home, if the parents or responsible party are not available to receive the student, we will contact the responsible party by phone for further instructions. If they are unavailable, we will contact the school district for instructions. If we are directed to return the student to school or are unable to reach either party, we will return the student to a school district representative at the student's school.

If we contact the school district and are advised to wait onsite, we will then bill according to the school district's approved wait time.

District Approved Wait Time

Wait time will only be charged upon the district's request and/or approval. Wait time will be billed per hour, in 15-minute increments. Wait time is utilized when a district requests a driver to wait at the home or school beyond the scheduled pick-up/drop-off time.

Hard to Service Trips

If a particular trip or group of trips are determined to be "hard to service," FirstAlt will work closely with the district to determine the best method to service these trips and what additional costs will be needed to assist drivers in servicing these trips. Examples would include students that may urinate or vomit on a regular basis during the trip, trips that are in remote service areas, etc. The purpose of this pricing element is to provide FirstAlt and the district with a method and approach to service trips that deal with extreme elements outside of the expected type of service.

No-Shows and Late Cancels

Late Cancel

A late cancel charge is incurred when FirstAlt has been notified of a trip cancellation less than two hours prior to the scheduled pick-up time.

No-Shows

A no-show is incurred once the driver has arrived at the pick-up location within the scheduled pick-up window and having waited the designated time to pick-up the student, no student is present. A trip is marked as a no-show when 100% of the students on a trip are not present. All trips will remain active unless the district indicates otherwise.

Travel Time

Per most school district and state standards, the expected travel time for students we are transporting will not exceed one hour for each one-way trip unless approved by the school district. However, we fully understand some children may live quite a distance from school, have adverse weather, traffic or other unusual conditions, and therefore will need more than one hour of travel time.

ADDING AND REMOVING STUDENTS

We recognize that a district's student transportation needs are constantly changing. Examples include new students needing transportation, students moving out of the district or to a new address within the district, students no longer needing transportation, etc. When it becomes necessary to make changes to a previously routed trip, FirstAlt will provide the district with the updated details including the updated cost of trip, the new order of student pick-ups and the updated pick-up times. FirstAlt will then await district approval of the cost impact before proceeding.

New student transportation requests or changes to existing trips often take 48 hours or less but may take up to 72 hours to implement. If FirstAlt staff believes the requested addition or change could take more than 72 hours, we will communicate with the school district to determine a reasonable amount of time.

STUDENT CANCELLATIONS

There are two types of student cancellations, temporary and permanent.

Temporary Student Cancellation

If a student is sick or will not be attending school temporarily (5 days or less), the parent or district can reach out to FirstAlt directly to make this request. If a student is a single rider and is temporarily cancelled there will be no trip charge. If the student is part of a multiple rider trip, the district will be charged the normal trip rate.

Permanent Student Cancellation

The permanent cancellation of a student from a trip requires district notification and approval. If the student is a single rider, then the trip will be permanently cancelled, and no additional costs will be incurred by the district. If the student is part of a multi-rider trip, FirstAlt will consolidate the route, remove any mileage or equipment charges associated with the cancelled student and provide the district with the updated trip and cost information.

AMENDMENT OF RATES

Rates for services provided under this agreement shall be adjusted at an increased rate of 3% each year. A notification regarding rate changes shall be communicated in writing to the district.

FUEL SURCHARGES

When the average fuel price exceeds $5.00 per gallon, the mileage rate will be increased by calculating 50% of the fuel price that exceeds $5.00 and adding it to the base mileage rate. Thus, if the price of fuel, according to the average fuel price index, is $5.60, the increase would be 50% of the 60 cents or 30 cents. Such surcharges apply for the miles included in the ride base price. The fuel price index to be used shall be found under the category of "[Your Specific State or Region] U.S. and an Average Fuel Prices (dollars per gallon) to be calculated from the following website: https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm

PERFORMANCE CAPABILITY



FirstAlt, a division of First Student, is a complementary or stand-alone service model providing transportation to students with alternative needs. FirstAlt partners with your district to provide personalized student care.

ORGANIZATIONAL STRUCTURE

FirstAlt is supported by the following departments:

- Executive Management
- Business Development
- Client Management/Client Relations
- Local Operations
- Dispatchers
- Routers
- Safety

SENIOR LEADERSHIP

The First Student senior leadership team is responsible for making sure we deliver on our promise to keep your students moving and your community prospering. To learn more about our full leadership team, visit our website at http://www.firststudentinc.com/leaders.



"We play a critical role in the lives of the millions of students we transport every day, including many of the country's most vulnerable children."

CEO and President

John Kenning

CEO and President John Kenning joined First Student in February 2022, bringing with him a wealth of experience managing fleet-based businesses and distributed workforces. John's career includes more than three decades of leadership experience and includes a proven track record of leading technological innovation, commercial excellence and operational rigor to provide best-in-class services to customers.

Previous Employment

- Regional Chief Executive Officer of the Americas for G4S
- President of Commercial Development for OfficeMax
- President of North America commercial for ADT/Tyco International

Education

- Bachelor of Science in Marketing and Finance, Miami University



"We impact the education process by ensuring kids have a safe, reliable way to and from school. When we do that, we become more than a provider, we become a partner."

Chief Operating Officer

Dean Suhre

Chief Operating Officer Dean Suhre is responsible for all regional operations of First Student, with a focus on improving operational discipline and compliance down to the location level. Dean co-led Mission 1, an important reorganization and transformation project for First Student, which resulted in significant overall improvements in safety, results, customer service and employee satisfaction. He also led the development of various technological advances and other operational improvement initiatives at First Student.

Previous Employment

- Chief Financial Officer and various other finance and operations positions for Laidlaw Education Services (acquired by FirstGroup America in 2007) and First Student

Education

- Bachelor of Science in Accounting, Southern Illinois University
- Master of Business Administration, Webster University



"First Student examines every aspect of your transportation budget, generating efficiencies and cost savings that can help keep district resources where they are most needed – in the classroom."

Senior Vice President / Chief Financial Officer

Joe Schwaderer

Senior Vice President and Chief Financial Officer Joe Schwaderer joined First Student in 2022, bringing over 20 years of experience in operational finance. Joe oversees financial activities and performance, including financial planning and analysis, treasury, tax, audit, accounting, investor relations and capital management. He is a seasoned finance and senior business executive with a proven track record of driving margin growth and leading high-performance finance teams.

Previous Employment

- Chief Financial Officer, Americas for ISS A/S
- Chief Financial Officer, Americas for G4S PLC

Education

- Bachelor of Business in Accounting, Loyola University Chicago
- Bachelor of Arts in Economics, The Ohio State of University



"I am passionate about the education process and safety of the K-12 community. It is imperative that we ensure the safety of our children by deploying industry best practices and technological innovation."

Senior Vice President of Safety

Darryl Hill, Ph.D., CSP

Senior Vice President of Safety Darryl Hill, Ph.D., CSP oversees safety for First Student. He brings 30 years of safety experience to our organization. His background spans diverse organizations that include information technology, manufacturing, engineering and healthcare.

In addition to Darryl's professional accomplishments, he has held leadership positions within the safety industry including serving as President and member of the Board of Trustees of the American Society of Safety Engineers.

For more than 20 years, Darryl served as Adjunct Assistant Professor at Oakland University. He's written several books and numerous articles on safety-related subjects, all published in peer-reviewed journals.

Previous Employment

- Corporate Director of Global Environmental, Health and Safety Governance and Product Stewardship for Abbott Laboratories
- Vice President of Global Health and Safety for Johnson Controls
- Vice President of Safety and Health for ABB, Inc.

Education

- Bachelor of Science in Occupational Safety, Iowa State University
- Master of Science in Hazardous Waste Management, Wayne State University
- Doctor of Philosophy in Educational Leadership, Oakland University
- Master of Business Administration, Southern New Hampshire University



"At First Student, you are working with a name you know and trust. We don't take that trust for granted."

Chief Commercial Officer

Claire Miller

Chief Commercial Officer Claire Miller oversees the overall growth strategy and customer engagement for First Student.

When Claire joined First Student in 2017, she brought more than 25 years of leadership experience across diverse operating environments that included consumer product goods (CPG), business-to-business, technical software and the U.S. Military.

Previous Employment

- Vice President and General Manager of Consumer Tabletop for Newell Brands
- Vice President Marketing at Honeywell
- Marketing Director for Kimberly-Clark Corporation

Education

- Bachelor of Science in Economics, University of Illinois
- Master of Science in Urban Planning, University of Illinois
- Doctor of Philosophy in Regional Planning, University of Illinois



"First Student leads the industry in technology innovation. Leveraging telematics, GPS, onboard tablets, digital cameras, turn-by-turn navigation, advanced analytics and real-time communication with drivers, parents and districts, we are able to provide unmatched care and safety for students and deliver an exceptional transportation experience."

Chief Information Officer

Sean McCormack

Chief Information Officer Sean McCormack is responsible for the company's digital strategy, information technology capabilities, technical operations and innovations. Sean has more than 20 years of global leadership experience spanning multiple industries to include digital products, eCommerce, manufacturing, automotive, consumer packaged goods, supply chain, retail and employment services. His career began in the armed forces, serving eight years in military intelligence. He and his teams have received the *CIO Top 100 Award*, *InformationWeek's Top 50 in Innovation* and he's the personal recipient of the *Business Transformation 150* and *Microsoft MVP Awards*.

Previous Employment

- Vice President of Engineering for W.W. Grainger
- Chief Digital Officer for Harley Davidson

Education

- Bachelor of Arts, The University of Texas at Austin
- Master of Business Administration, University of Wisconsin – Milwaukee



"Our experience, expertise and compassion allow us to successfully collaborate with our customers to provides the best possible transportation experience for all students. Our continuum of services is designed to help students succeed by having them arrive at school physically safe and emotionally ready to learn."

Senior Director, Safety Performance and Improvement

Laura Greene-Halley

Senior Director of Safety Performance and Improvement Laura Greene-Halley is a critical member of First Student's safety leadership and FirstServes. In her current role, Laura develops and implements groundbreaking innovation, safety strategies and sustainable plans for over 440 locations across the United States and Canada.

Previous Employment

- Director of BeSafe and Transporting Passengers with Disabilities for FirstGroup America
- Region Safety Director for First Student

Certifications

- Aubrey Daniels International – Certified Safety Leadership Trainer and Coach
- New York State Education Department – Master Instructor
- National Association Pupil Transportation – Special Needs Transportation Certification
- National Safety Council – Advanced Safety Certificate
- OSHA – Authorized Outreach Trainer (General Industry)

FIRSTALT LEADERSHIP

First Student's approach to alternative transportation was developed with the most experienced leadership team in alternative student transportation. Our team brings a combined 50 years of experience in the alternative transportation space.



"As one of the founders of the alternative transportation model, and working with the most experienced team in this space, we look forward to utilizing that experience and passion to assist districts and their students who have special transportation needs."

Vice President, FirstAlt

Gregg Prettyman

Vice President of FirstAlt Gregg Prettyman brings 13+ years of experience to the alternative student transportation space. Gregg worked with his team to build an alternative transportation service that incorporates his team's 50+ years of collective experience.

Previous Employment

- COO, ALC Schools, LLC
  - Managed $120M in revenue, 400+ districts contracts across 20 states and 10K+ trips per day
  - Oversaw all aspects of operations and customer satisfaction

Education

- Bachelor of Arts, Brigham Young University
  - Magna Cum Laude
- Executive Leadership Program, USCD



"For many students, safe, reliable transportation means an education, a meal and an opportunity to become a leader of tomorrow. That's why I am proud to work at First Student where we pride ourselves in giving students more than just a ride to school, we offer them a chance for success."

Director, Operations East

Leon Fornelli

District Manager Leon Fornelli is responsible for coordinating, planning and overseeing the safe and efficient execution of alternative transportation for many of our clients' students with special transportation needs. Leon works closely with Location Managers and school district business officials nationwide to ensure they have the resources necessary to provide safe and dependable student transportation.

Previous Employment

- District Manager, ALC Schools, LLC
  - Managed Operations in WA, OR, and Southern CA for over 60 school districts
  - Oversaw the coordination, safety and efficient execution of over 1200 daily trips in Seattle for students with special needs and McKinney-Vento students

Education

- MBA Candidate '23, Seattle University Albers School of Business & Economics
- Bachelor of Arts, Columbia College
- Diversity & Inclusion Training Program, First Student



"Our promise is to provide maximum value for the lowest cost without jeopardizing safety and customer service. We make every decision with you and your students top of mind."

Director, Operations West

Desmond Poulson

District Manager Desmond Poulson is responsible for coordinating, planning and overseeing the safe and efficient execution of alternative transportation for many of our clients' students with special transportation needs. Desmond works closely with Location Managers and school district business officials nationwide to ensure they have the resources necessary to provide safe and dependable student transportation.

Previous Employment

- District Manager, American Logistics Company
- Area Manager, ALC Schools, LLC

Education

- Bachelor of Science, Brigham Young University
- Diversity and Inclusion Management Training Program, First Student



"First Student is an industry leader in technology and innovation. As part of the FirstAlt team, we're leveraging our years of experience in the alternative transportation industry to build transformative technology from the ground up. Together we're changing the landscape and the future of student transportation."

Director, Product Development

Jessica Aquino

Director of Product Development Jessica Aquino is responsible for the progress and evolvement of the FirstAlt technology products from conception to launch. She works closely with customers nationwide to continually add functionality based on customer and operational needs. She and her team leverage their industry experience to invigorate and continually advance the current market technology needs.

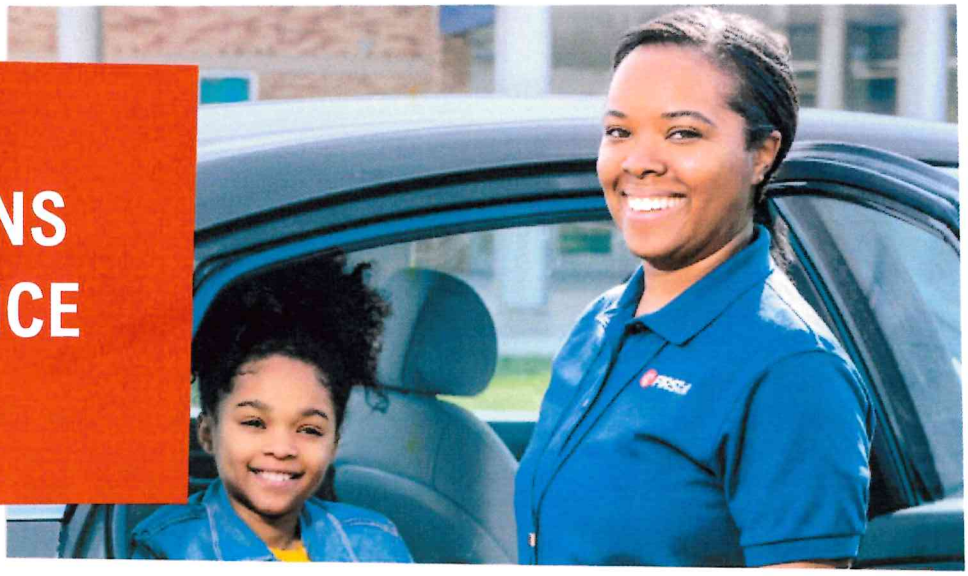
Previous Employment

- District Manager, ALC Schools, LLC
- Mid-South Area Manager, ALC Schools, LLC

Education

- Business Administration, Texas A&M
- Diversity & Inclusion Training Program, First Student

QUALIFICATIONS AND EXPERIENCE





FirstAlt is a division of First Student, responsible for providing school districts with a safe and reliable alternative vehicle transportation option for students with special needs, students experiencing homelessness, out-of-district students, and hard-to-serve trips. Utilizing a fleet of small capacity vehicles from local, qualified local transportation companies that are expertly operated and maintained, FirstAlt gives school districts flexibility in their everchanging transportation program, therefore, reducing costs and freeing up resources for higher capacity trips.

FIRSTALT IS THE BEST CHOICE IN ALTERNATIVE SOLUTIONS

In partnership with school districts, the leadership team at FirstAlt thoroughly analyzes each school district's transportation program and creates the most efficient, cost-effective routes. Once routes are reviewed and finalized, FirstAlt identifies qualified, local transportation providers and coordinates services using unmatched proprietary compliance, routing, and dispatching software. Before each student is transported, FirstAlt guarantees routes have been reviewed, parents/guardians and school staff has been notified and each driver has been fully vetted and trained. While students are being transported, FirstAlt trip guardians will closely monitor each trip to ensure safe and timely rides to and from school and promises that if there are any delays or issues all parties will be notified quickly.

We have more experience in student transportation and we are powered by First Student, the trusted national leader in pupil transportation. FirstAlt operates with strict safety standards, has the most efficient routing techniques, and provides various types of services. FirstAlt makes sure all students get to school safely and on time using the right sized vehicle. So, whether you need a transportation solution for inefficient routing, or for students who do not fit on a bus because of location or need, FirstAlt has you covered.

Who Is Driving Your Students?

FirstAlt partners with qualified, local transportation companies utilizing a fleet of drivers and vehicles – a mix of sedans, SUVs, minivans and wheelchair vans – that meet all First Student and school district standards. Before transporting any students, companies and their drivers must upload compliance documentation and complete FirstAlt student transportation training. FirstAlt confidently confirms that all transportation providers, drivers and vehicles meet or exceed all FirstAlt, state, local and school district transportation requirements before transporting students.



DIGITAL DRIVER ID

FirstAlt's industry-first digital driver ID allows parents and school staff to see real-time verification of the driver's eligibility to service their student. The digital driver ID provides up-to-the-minute validation that the driver has been fully vetted and assigned to the specific student and trip. Parents/caretakers and staff can ask to view this digital ID before loading their students.

All contracted drivers and vehicles will also carry easy-to-identify badges and vehicle stickers allowing staff and parents to quickly identify the vehicle and driver. The FirstAlt vehicle sticker will be visible on the passenger side windshield and drivers will have badges that will be easy to spot from a distance for staff and parents.

DRIVER VETTING

Prior to providing services, all vehicle operators must have a valid driver's license, successfully complete all required pre-service training, submit to the required background and/or fingerprinting checks, demonstrate physical and mental capabilities required to carry out all assigned responsibilities and be enrolled in a drug and alcohol testing consortium that provides for pre-employment testing as well as random, reasonable suspicion and post-accident drug and alcohol testing.

Driver Qualifications

FirstAlt's screening process for our subcontracted drivers is summarized in the following steps:

1. Initial Review

Drivers must have the following qualifications to start the onboarding process:

- Must be 21 years of age or older unless otherwise specified by contract
- Must possess a valid driver's license in the state or province of residency
- Must provide an updated photo for driver ID

2. Background and Motor Vehicle Record Checks

We work with a third-party vendor, First Advantage, who provides our pre-service and ongoing checks for all drivers. Then, our Employment Standards team reviews all results to ensure drivers are compliant with federal, state and local laws. Driver qualifications include:

Initial and Ongoing Motor Vehicle Records Check

- No more than three moving violations or three minor accidents in past three years
- Must have three years of licensed driving experience
- We also examine Motor Vehicle Records (MVRs) for any pattern of unsafe driving behaviors exhibited by a continual accumulation of minor infractions

Initial and Ongoing Criminal Records Checks

- Applicant's entire conviction history is viewed holistically
- DUI/DWI convictions may disqualify applicants from employment

3. Drug and Alcohol Testing

In addition to a pre-service drug screen, drivers are entered into a quarterly random drug testing pool and will also be tested upon reasonable suspicion or accidents. Drivers with a positive result or refusal of pre- or post-engagement, random, post-accident or reasonable suspicion drug/alcohol test, will be disqualified.

4. State, Local and Client Required Checks

FirstAlt knows that the safety of students is the number one priority. FirstAlt confirms that all transportation providers and their drivers have met all FirstAlt, state, local and school district requirements before transporting students.

DRIVER ONBOARDING

After fulfilling the requirements above, all drivers must complete the required vehicle inspections, school district or local requirements such as physicals or TB tests as required and industry-leading FirstAlt driver training that's specifically designed for drivers providing student transportation in smaller capacity vehicles.

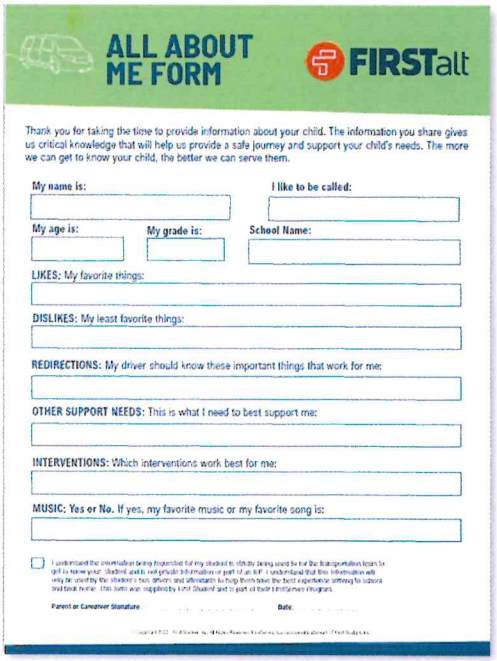
Driver Training

FirstAlt driver training is a multi-module training for student transportation drivers in smaller capacity vehicles designed by industry experts providing a set of guidelines, best practices and tools. The FirstAlt driver training program which includes insights from behavioral experts and testing, is readily available on the FirstAlt Driver App and must be completed before transporting students.

Driver Training Curriculum

- Commitment to Safety
- Contractor Conduct Guidelines
- Pre and Post Trip Vehicle Check
- Student Loading & Unloading
- Passenger Seatbelt Usage
- Transporting Students Who Utilize Specialized Equipment
- Unattended Children
- Unauthorized Stops
- Unauthorized Passengers
- Inclement Weather & Emergency Events
- Child Search Procedure
- Student Confidentiality and Privacy (FERPA)
- Safety Best Practices
- Adverse Conditions
- Distracted Driving
- Preventing Harassment
- Preparing Students to Learn
- Special Needs
- Transportation Challenges

After completing the driver training program, drivers will be equipped with tools for understanding the functions of behavior and the Rage Cycle which will help drivers relate to the students and to de-escalate issues as they arise. In addition, parents and caregivers will be asked to fill out an "All About Me" form for their student to provide the drivers a better understanding of the student's likes, dislikes and items needed to make the student comfortable giving each student the personalized care that they deserve. Once a driver is fully vetted and has passed all training requirements, they are prepared to handle everything — from behavioral challenges to installing and using special needs equipment.



ALL ABOUT ME FORM

FIRSTalt

Thank you for taking the time to provide information about your child. The information you share gives us critical knowledge that will help us provide a safe journey and support your child's needs. The more we can get to know your child, the better we can serve them.

My name is: I like to be called:

My age is: My grade is: School Name:

LIKES: My favorite things:

DISLIKES: My least favorite things:

REDIRECTIONS: My driver should know these important things that work for me:

OTHER SUPPORT NEEDS: This is what I need to best support me:

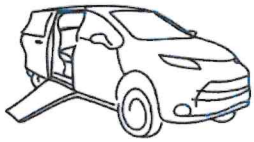
INTERVENTIONS: Which interventions work best for me:

MUSIC: Yes or No. If yes, my favorite music or my favorite song is:

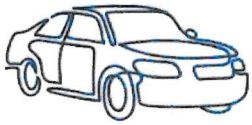
Parent or Caregiver Signature Date:

VEHICLES

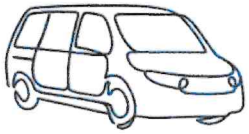
In order to ensure the safest possible service for your students, all vehicles will have pre-service and ongoing inspections and maintenance, GPS tracking and onboarding requirements.



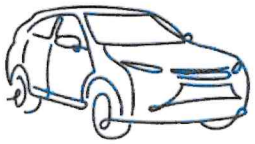
WHEELCHAIR VAN



SEDAN



MINIVAN



SUV

Equipment Requirements

Like drivers, vehicles must be thoroughly reviewed and prepared for service. FirstAlt ensures all vehicles meet or exceed the following requirements before transporting students.

Vehicle Requirements

FirstAlt Vehicle Verification

- FirstAlt staff check each vehicle to ensure it meets FirstAlt and school district safety and cleanliness standards.

Valid Vehicle Registration and Insurance

- Each vehicle must be properly registered and insured according to the contract.

Mechanic Vehicle Inspection

- All vehicles must pass a certified mechanic pre-service inspection in order to operate.

10 Years Old Or Newer Unless Approved By Newport Mesa Unified School District

- Unless approved, vehicles must be 10 years old or newer before transporting students.

Only Approved Vehicle Types

- Certain vehicle types are not permissible for student transportation and will therefore not be approved by FirstAlt.

Any State or Local Vehicle or Vehicle Equipment Requirements

- Certain states and/or school districts may have requirements outside of the items mentioned above. When finalizing an agreement and before providing service, FirstAlt will research and discuss all vehicle requirements with your school district.

Vehicle Inspections

FirstAlt takes a multi-step approach to vehicle inspections. The process is outlined below.

Vehicle must be inspected by FirstAlt

- This inspection is mainly to inspect the vehicle for physical damage, smells/odors, defects or anything that would make it unsafe or uncomfortable.

Vehicle must be inspected by a certified mechanic

- This inspection is to ensure the engine, controls, tires, windows, lights, etc. are all in satisfactory condition.

Vehicle must be inspected pre-trip

- Drivers will be taught how to properly inspect each vehicle type before each trip in the FirstAlt driver training program.

Vehicle must be inspected post-trip

- Drivers will be taught how to properly inspect each vehicle type after each trip in the FirstAlt driver training program.

Vehicles must be inspected post-incident, accident or upon request

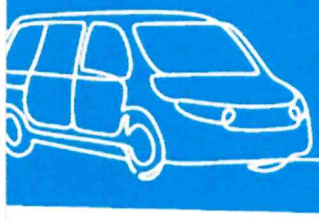
- These inspections further ensure vehicles are all in working order even after an unusual occurrence

Vehicles are inspected as required by law or contract

- If certain states or contracts require certain inspections or inspection intervals, FirstAlt can arrange them as needed

When vehicles do not meet the required standards, they are immediately removed from service. FirstAlt will immediately prepare a backup vehicle to guarantee students are not missing their ride to or from school.

All inspection records will be kept as required and can be requested at any time.



VISUAL VEHICLE INSPECTION FORM

FIRSTalt

Make	
Model	
Year	
License Plate #	
VIN	

Fuel Type	
Mileage	
Reason For Inspection	
Vehicle Type	
Color	

FRONT OF VEHICLE	PASS	FAIL
Light Lens Condition		
Headlights		
Brake Lights		
Turn Signals		
Emergency Flashers		
Doors		
Appearance		

TIRES	PASS	FAIL
Inflation		
Condition		
Tread Depth		

SIDE OF VEHICLE	PASS	FAIL
Doors		
Windows		
Mirrors		
Appearance		

IN-VEHICLE	PASS	FAIL
Dome Lights		
Parking Brake		

EMERGENCY BRAKE	PASS	FAIL
Door Locks & Handles		
Window Locks		
Seat Belts		
Seat Condition		
Rearview mirror		

EMERGENCY EQUIPMENT	PASS	FAIL
First Aid Emergency Kit		
Body Fluid Kit		
Triangles		
Seat Belt Cutter		
Safety Vest Mount		

REAR OF VEHICLE	PASS	FAIL
Light Lens Condition		
Taillights		
Brake Lights		
Turn Signals		
Emergency Flashers		
Reverse Lights		
Doors		
Appearance		

DRIVER DASHBOARD	PASS	FAIL
Emergency Gauges Off		
Oil Pressure Gauge		
Voltmeter Gauge		
Left Turn Signal		
Right Turn Signal		
Hazard Lights		
Headlights		
High Beams		
Horn		
Heater(s)		
Defroster		
A/C		
Steering Wheel		

ACCESSIBLE VEHICLE	PASS	FAIL
Ramp		
Lift		
Q' Straint		
Side-Loading		
Rear-Loading		

Owner Name	
First Student Employee Name	
Date	

Vehicle Equipment

Vehicle equipment such as car seats, booster seats, buckle guards, and safety vests can be provided. If provided, all equipment will be thoroughly inspected before each ride and In order to ensure the safest possible service for your students, monitors can be provided. Monitors will complete the same onboarding process as drivers do minus the vehicle specific requirements.

GPS Tracking

Our state-of-the-art software gives us real-time access to the vehicle location from anywhere as we proactively monitor trips including time before the trip even starts to ensure the driver arrives on time. The GPS tracking software also shows and alerts us of any deviations from the route which can help prevent customer service cases and assist when investigating complaints.

INSURANCE AND WORKERS' COMPENSATION

FirstAlt's insurance program is tailored to meet the contractual requirements of your school district, therefore, protecting your district and any subcontractors who are named as 'Additional Insureds' under the General and Auto Liability policies as required by contract. In the event of an insured claim, FirstAlt (and First Student) will provide coverage as the customer is protected by the insurance program provided.

When required, FirstAlt will provide the school district a certificate of insurance and endorsements satisfactory to the district's requirements. Insurance costs have dramatically increased in recent years, especially for small businesses such as local subcontractors. FirstAlt and its insurance provider have developed a program that's mutually beneficial for your school district, FirstAlt and local, qualified subcontractors that allows FirstAlt the flexibility to best serve you and your students. The insurance program provides coverage for all trips serviced by FirstAlt and any qualified subcontractor. The insurance program protects your school district, regardless of the subcontractor's primary insurance as your school district is named as 'Additional Insured' under the General and Auto Liability policies as required.

All FirstAlt subcontractors must maintain the following minimum limits for Auto Liability:

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

In the event of a claim, FirstAlt will initially look at the subcontractor's policy as evidenced by the certificate of insurance. In addition to the subcontractor's coverage, FirstAlt is covered for claims exceeding the subcontractor's limits where FirstAlt is deemed liable. The school district will be an additional insured to these policies as well. Regardless of the status of the insurance of the subcontractor, your school district is protected by the insurance provided.

MONITORS/ATTENDANTS

In order to ensure the safest possible service for your students, monitors can be provided. Monitors will complete the same onboarding process as drivers do minus the vehicle-specific requirements.



SAFETY AND TRAINING

When it comes to the safety of students, it's imperative that the school district, parents, and caregivers feel confident in those they trust with their student transportation. With FirstAlt, a division of First Student, as your student transportation provider of choice, you can rest assured the safety of your students is our main priority.

- When a student takes that first step into the vehicle, they should feel safe and secure.
- When a parent waves goodbye to their child, they should feel confident that their most precious cargo will arrive to school safe and ready to learn.
- When a teacher or principal meet at the end of each school day, there should be no doubt that their students will have a safe journey back to their home.

It is our goal that everyone – students, parents, and district staff – feel comfortable and confident that we will provide the best start and finish to each student's school day.

HOW WE BUILD A STRONG SAFETY CULTURE

School districts that partner with FirstAlt gain the support of an entire safety organization.
We built student-centered safety programs that establish and uphold an effective safety culture all can trust— one where we are continuously learning and proactively applying best practices.

We know that the safety of students is the number one priority. We foster a commitment to safety and accountability by:

- Training our drivers to improve their decision-making skills when driving and maneuvering in different environments and responding to challenging situations outside and inside the vehicle.
- Making sure all transportation providers and their drivers meet all FirstAlt, state, local, and district requirements before they can service trips.
- Preparing our drivers to handle special needs equipment and other specific accommodations for students with special needs.

FIRSTALT STUDENT TRANSPORTATION DRIVER TRAINING PROGRAM

The FirstAlt Student Transportation Driver Training is about more than just preparing a new driver for the road. We invest in each new driver's success and help them develop essential customer service and safe decision-making skills.

Our training modules prepare the driver for success by creating awareness on specific areas of safety when driving, such as Smith System for defensive driving, student sensitivity, and professionalism.

NEW DRIVER TRAINING PROGRAM

Module Name	Topics
Module 1 Introduction.	• About First Student / Mission / Values • Customer Care / Safety as a Core Value • Driver Professionalism and Responsibilities
Module 2 The Professional Student Transportation Driver.	• Fundamentals: Maneuvering & Skills • Driving in Different Environments • Advanced Driving Techniques • Railroad Crossing Procedures
Module 3 Critical Tasks, Emergency and Security.	• Passenger Loading and Unloading • Vehicle Security • Vehicle Emergencies
Module 4 Working with and Understanding Students.	• Influencing Behavior Techniques • Understanding Students • Effective Student Communication
Module 5 Working with Students with Special Needs	• Understanding Types of Disabilities • Best Practices for Communicating and Interreacting with Students with Special Needs • Functions of Behavior / Rage Cycle • Evacuating in Case of Emergency

TRANSPORTING STUDENTS WITH SPECIAL NEEDS TRAINING

We understand that every child with physical and developmental disabilities and other concerns is an individual with unique characteristics, a unique personality, and unique abilities. FirstAlt is dedicated to educating our transportation providers on the characteristics of disabilities and how to address challenges, ensuring a safe and enjoyable ride for every student.

Drivers and monitors are required to complete a multi-module training that includes material developed by behavioral experts. The training also includes guidelines, best practices, and tools for manipulating and operating specialized equipment.

- Participants learn how to adapt and provide for individual needs relating to verbal and nonverbal communication styles,
- Special Education and Laws involved in transporting children with physical, developmental, and other concerns.
- Inclusion, sensitivity, confidentiality, and etiquette.
- Positive strategies for addressing behavior challenges, managing crises and reporting procedure.
- Vehicle operation, including wheelchair lift operation and other mobility devices.

Additional training modules are outlined below.

TRANSPORTING STUDENTS WITH DISABILITIES / SPECIAL NEEDS	
Module	**Topics**
Module 5 Part 2 **Transporting Students who Utilize Mobility Devices**	• Proper inspection of equipment • Loading / unloading student who utilizes special equipment • Proper student securement • Loading and securing wheelchairs and scooters
Module 5 Part 3 **Transporting Students who Utilize CSRS on Non-Conforming Vehicles** **(Child Restraint System)**	• Inspection procedures / approved equipment • Proper securement of CSRS to seat • Proper securement of student to CSRS

Positively Influencing Student Behavior

Our driver and monitor trainings cover age and ability-based methods for interacting and communicating with Pre-K to Grade 12 students. We educate our transportation providers on how to set age-appropriate behavior expectations and offer sincere praise for exemplary behavior.

With our *I Care + We Care* initiative, students in the vehicle are given meaningful and proactive feedback when they are "getting it right". Positive feedback like this helps to develop trusting relationships based on mutual respect and establishes a foundation on which to resolve issues together when they occur.

The *I Care + We Care* training curriculum includes the following topics:

- Serving as a positive role model.
- Resolving conflicts and mediating disagreements.
- Recognizing and rewarding positive behavior.
- Being fair and consistent with all students.

Using the beliefs of our special education training program, FirstServes™, our training focuses on understanding that children's behavior is a form of communication. Instead of a traditional "behavior management" approach, our program emphasizes understanding and influencing students' actions in order to respond in the most beneficial manner.

Student Behavior Reporting

While our driver training emphasizes positive reinforcement, there may be times to consider behavior intervention to maintain safety and order in the vehicle. When deemed necessary, drivers and monitors will report conduct improvements and infractions to FirstAlt management, who will then notify the district according to district policies. When our staff, drivers and school personnel work as a team, the result is a cohesive and effective student behavior program.

First Student's proprietary program, FirstACTS®, is a web-based communication tool that helps to streamline student behavior reporting and tracking.

EMERGENCY AND SECURITY PREPAREDNESS

While each emergency is unique, our training is designed to bring structure to incident management and appropriate response to emergency and security situations.

ONGOING DRIVER TRAINING

Continuous Improvement Training Materials

In addition to meeting all district, local, state, and federal driver training requirements, FirstAlt Student Transportation Drivers participate in annual refresher and remedial training sessions and meetings.

CUSTOMER SERVICE





Our students and families are important to us and positive customer relations is at the forefront of what we do. In fact, we do everything possible to establish peace of mind for parents, guardians and school staff as a timely, safe ride to school is one of the first things that prepare students to learn. We have a team of customer service experts dedicated to you and your students who track rides and proactively address and track concerns as they arise to check they're properly addressed and documented.

MANAGING CUSTOMER FEEDBACK

Using our Data Management Tool, our Customer Service Team tracks cases and finds the appropriate course of action. These cases are all monitored, and details are collected until they're closed. Once closed, cases will be stored in our Data Management Tool for five years or more depending on the contract. Throughout this process of gathering details, you will be notified of any updates and sent confirmation once cases are closed.

Complaints

All complaints will be fielded and documented carefully by our Customer Service Team. Upon intake of the complaint, we'll make sure you're notified, a proper plan of action is made and tracked. You will actively be updated on our progress until the case is closed and will be sent a full report after. Any additional information will be provided upon request.

CUSTOM CONTACT INFORMATION

All school districts will receive a custom FirstAlt contact card showing our contact information for anything from new requests or changes to concerns or complaints. This information will be distributed post-award and we'll thoroughly explain ways of working together with you, your staff and parents alike.

FIRSTalt

California Contact Information

Phone: 833.200.6805
Email: CA.FirstAlt@firststudentinc.com

A COMPLETE SUPPORT STRUCTURE

In order to ensure your satisfaction, Newport Mesa Unified School District will partner with FirstAlt's dedicated team of support professionals. From the location level to your regional support team, we provide the resources you can rely on to maintain a succesful transportation operation.

Local Operations Team

The local FirstAlt team structure is below with each role and its responsibilities are explained. The local team is hired, trained and prepared to serve you.

District Manager

- District Managers oversee the success of the entire operation and make sure there's adequate staff to handle all your transportation needs. On a daily basis, District Managers will meet with school district officials, hire and train new FirstAlt employees and meet with or identify existing or new transportation providers.

Location Managers

- Location Managers and their teams ensure there's a sufficient number of drivers and vehicles, visit schools and student homes when needed, and proactively order vehicle equipment.

Transportation Providers

- Transportation Providers are local companies who have partnered with FirstAlt to supply quality drivers, vehicles, and monitors. Transportation Providers help ensure drivers and monitors are properly trained and understand how to use the necessary equipment and make sure all vehicles meet FirstAlt and school district standards.

Call Center Team

To make sure no trip or student is missed, and all details are captured, FirstAlt also has a centralized call center that acts similar to air traffic control, for FirstAlt, our partnering school districts and their students. The Call Center Team ensures compliance, inputs and maintains data, routes and schedules trips and fields calls and communication from school districts, school staff and parents or guardians.

Call Center Manager

- Similar to a local District Manager, the Call Center Manager oversees the success of FirstAlt's internal operations. Call Center Managers are ultimately responsible for maintaining appropriate staffing levels, onboarding, and training staff.

Account Guardian

- Account Guardians are one of the most important FirstAlt roles. On a daily basis they:
  - Ensure driver and vehicle compliance
  - Monitor school district, school and student data-input
  - Review routing & scheduling
  - Oversee account maintenance

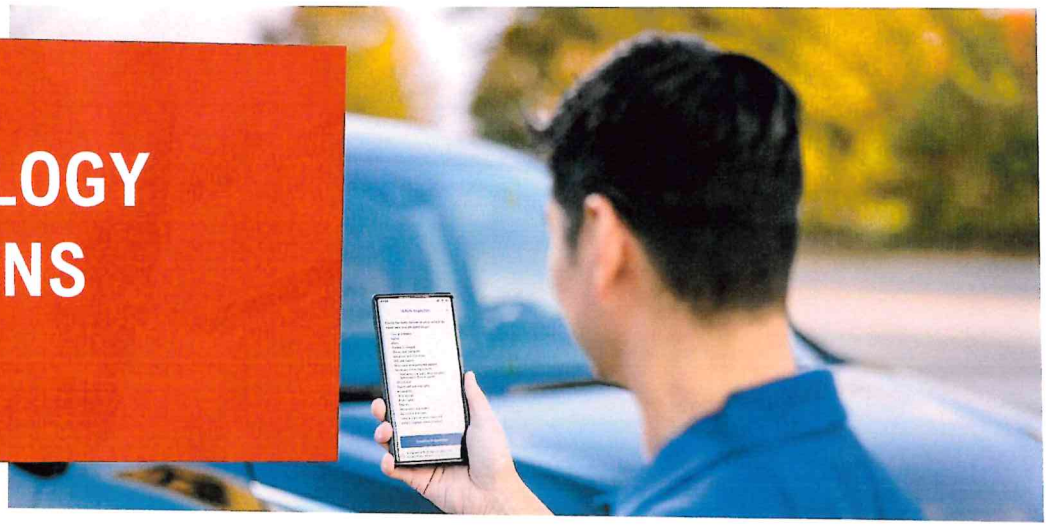
Trip Guardian

- Trip Guardians are dedicated to closely monitoring student trips to and from school. The Trip Guardians will start their day by making sure drivers are logged in and, on their way, and if they're not, Trip Guardians will quickly identify substitute drivers to ensure ensuring students arrive safely and on time.

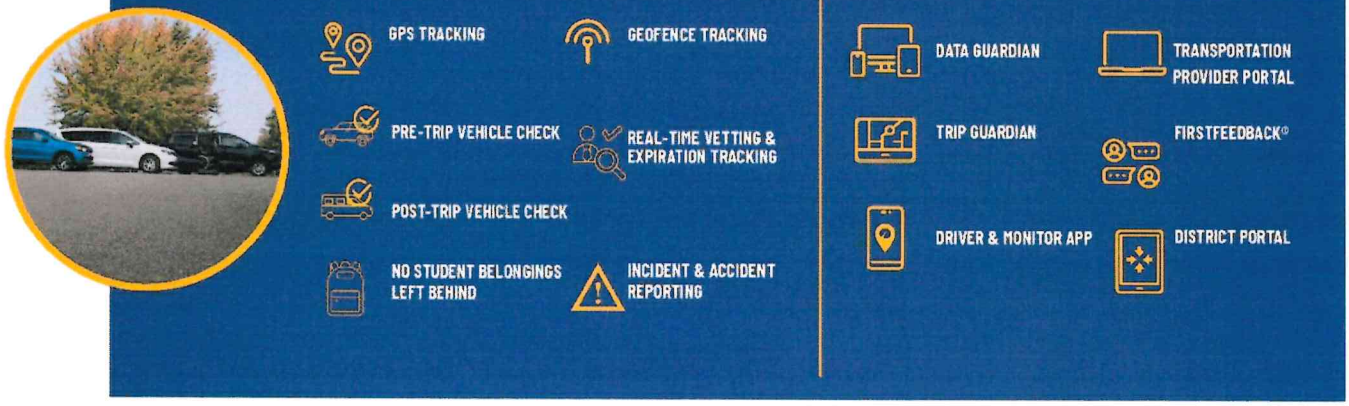
Customer Service

- Customer Service will be staffed and readily available to make sure any incidents and accidents are properly documented and tracked. Customer service cases are tracked within FirstAlt software and will not be closed until all of the information is gathered and dispersed per contract.

TECHNOLOGY SOLUTIONS



FirstAlt developed custom technology specifically designed for alternative transportation and its unique challenges. This technology will benefit districts, transportation providers, drivers and the students they serve. Our technology provides end-to-end ride visibility providing the safest ride experience for students, their families and school districts. Dashboards alert the team to any trips running late, substitute drivers needed and each driver and student's status. Districts will also have access to these tools via a district dashboard.



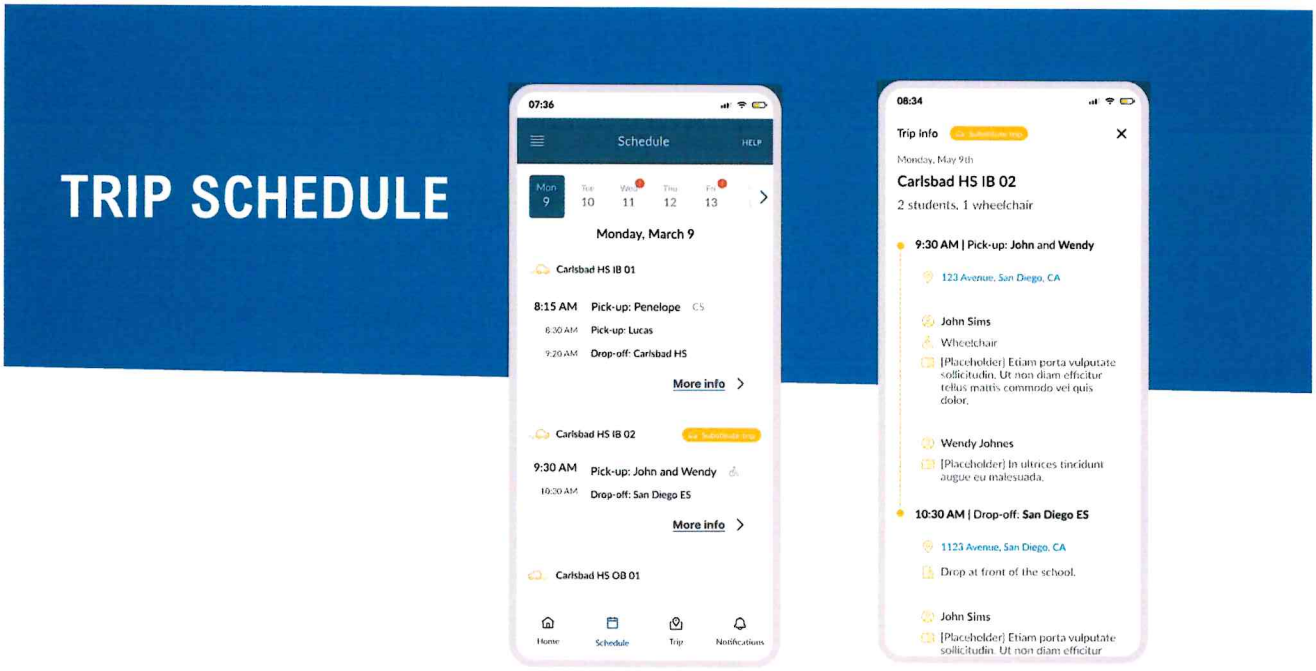
District View

The District View dashboard allows you to view all the FirstAlt trips, manage student transportation needs, update student information and manage day-to-day trips. It can be incorporated as a standalone product and easily accessed via desktop to view your entire transportation system. District View will also have historical trip information which will include no load information, student cancelations and vehicle information.

Driver App

The FirstAlt Driver App, powered by First Student, is designed for drivers. It enables drivers to begin their driving journey in a few steps. The Driver App is used by drivers to onboard and manage their vetting process. Once fully compliant, a driver will use the driver app to service and manage their day-to-day trips. Drivers will also use their device to receive information throughout the course of the day regarding their trip.

The Driver App has five key areas of functionality: trip acceptance, trip tracking, schedule view, driver data management and messaging. Each of these areas within the app simplifies the drivers interactions with the First Student team while providing access to everything they need to be successful. All drivers must have access to an Android or IOS smartphone and install the app to ensure that all trips are properly tracked.



Onboard

The Driver App will automatically sync each driver with First Student, state, city and district vetting requirements depending on the registration process initially set by their transportation provider. Once invited to the application, each driver will be able to complete all required onboarding materials. The system will also track the expiration dates of documents to guarantee full compliance. All driver documents are automatically uploaded into the Data Management Tool. A FirstAlt team member will then review and validate.

Service

The Driver App allows drivers to login, check-in or reject trips, upload and change their data, and communicate with FirstAlt digitally. The goal of this app is to digitize all logging of driver trip events and statuses and to simplify the process for the driver as much as possible, while allowing them to keep track of their daily trip progress. The driver app is the first interaction that some drivers will have with FirstAlt. The app is extremely user-friendly and focused on ease-of-use for the driver.

Provider Portal

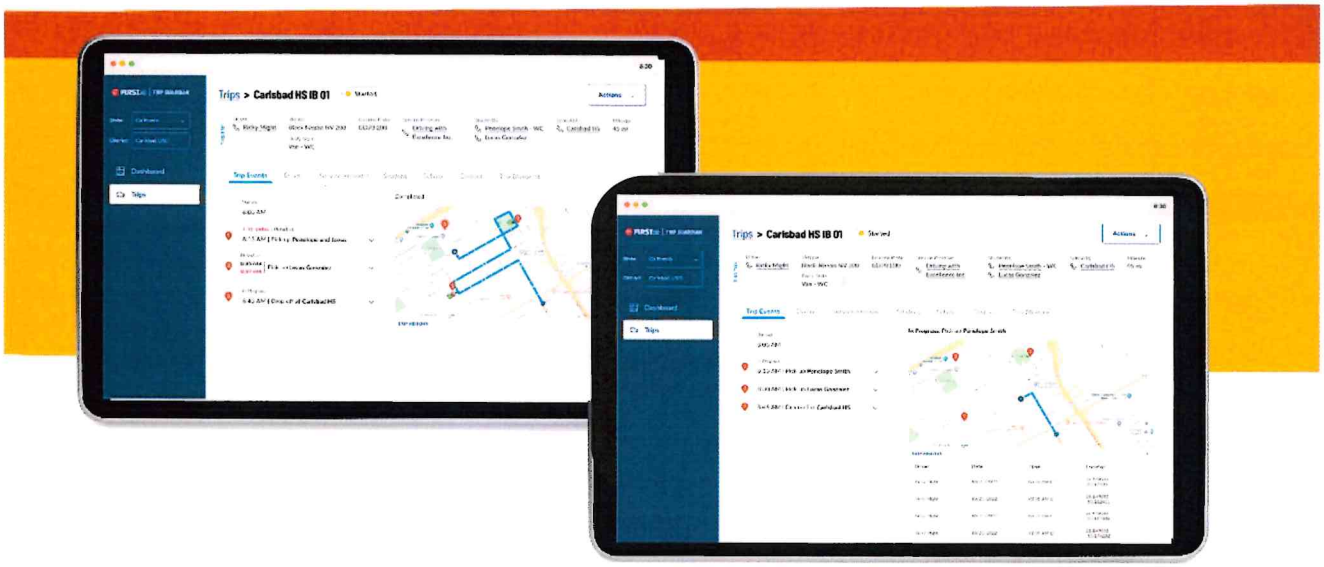
The Provider Portal is used by transportation providers to onboard, invite drivers, manage their fleet and manage their trips. The transportation provider is invited to have access to the portal once they have been vetted by a FirstAlt employee. Once they receive access, they can easily onboard and register their businesses and start adding drivers.

The Provider Portal is intended to allow the business manager to scale rapidly while ensuring that all companies and their drivers are fully compliant with First Student, state, city and district requirements. All documents will go through the Data Guardian Tool for authorization by a First Student employee.

Transportation Providers can login and confirm route assignments and confirm or make changes to any future trips. This allows for efficient coverage of all routes. Additionally, managers will get instant notification to change regarding their trips such as day cancelations for students, time updates, bad weather cancelations or delays.

Trip Guardian Tool

Trip Guardian Tool gives the trip tracker the capability to view real-time trip data in a simple, visual way so that we can easily identify time-sensitive issues, implement corrective actions and provide real-time transportation updates as needed to our partners. Trip tracking is a core part of the day-to-day operation of the FirstAlt transportation model, and one of the six core pieces of software needed to run trips successfully. This internal tool allows the FirstAlt team to surface data anomalies and provides a robust amount of information so the trip tracking specialist can quickly identify issues and correct them with ease.



Core System Functions

The trip tracking system functionality includes:

Trip Exception and Trend Analysis Dashboards

- Highlights exceptions that occur during daily transportation operations and rolls up data to different levels of management to show problems across different areas. Examples of these exceptions include late-running trips, trips that have not yet been accepted, no-show requests, no load, trip rejections, etc. The managerial dashboards highlight metrics related to key performance indicators such as on-time performance and percentage of substitute drivers.

Issue Resolution Workflows

- Allows for updating fields related to tactical, day-to-day trip information as issues arise. This includes trip emulation, end-of-day audits and resolution of reports.

Search Functionality

- Allows trip trackers to search for records related to the issue they are trying to solve. This is accomplished through a combination of well-defined search terms and business rules in combination with an easy-to-use interface.

Role and Area-Based User Access

- The system is designed to have regional and hierarchal permissions related to data editing and viewing so users can focus on information related to their assigned duties and area.

Employee Performance Tracking

- The platform displays high-level phone metrics related by region, allowing the management team to track employee performance and regional managers can look for potential issues with service.

Messaging

- The trip tracker will integrate with an instant messaging platform so that trip trackers can field questions through third party tools integrated within the company's website and tools (i.e., district portal and parent app). This will also allow for easier communication directly between drivers and parents.

Actionable Notifications

- As trips begin going out and the day gets busier, it gets harder for trip trackers to keep searching and looking for issues in the system. The trip tracker tool has a robust notification system that highlights problems and provides users with a way to fix or update the item highlighted as a notification.

Data Guardian Tool

The Data Guardian Tool plays a pivotal role in the state entry, management and retrieval of information. The tool surfaces all data related to the FirstAlt team in a single place, allowing data and account specialist to perform their work in a common and consistent interface. This creates operational efficiencies by providing a tool tailored to their daily duties and measures KPIs important to clients and parents.

The data management tool is divided into the following functionality groups:

Data Entry and Management

- Effectively capture all the data needed to run trips, such as district information, school information, student details, transportation provider vetting and driver vetting.

Data Validation

- As the business scales, putting the data entry on external parties instead of employees helps lower costs and pushes the business to automate and streamline the validation of vendor data, and the tools needed to allow the business to verify data.

Notifications and Dashboards

- Notifications and dashboards are used to let employees know when important changes occur within their region and this feature provides employees with insight into their own performance and regions.

Search and Access Capabilities

- Strong search and data access permissions will help users quickly search and find the information that they have permission to view.

CRM Capabilities

- The system needs to track and manage incidents, accidents, emergencies and complaints reported through the Trip Tracker Tool. This tool needs to have a refined process for handling all these different items in a standardized format.

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 1
Non School Bus Home to School Transportation

BID No. 103-24

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 3:00PM***

All other provisions of the BID remain unchanged.

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

Name: Gregg Prettyman, VP of Alternative Transportation

Signature: 

Firm Name: First Student, Inc.

Address: 2103 S. El Camino Real, Suite 104B, Oceanside, CA 92054

Telephone #: 760.405.7171

(END OF ADDENDUM NO.1)

Newport-Mesa
Unified School District

NEWPORT-MESA UNIIFED SCHOOL DISTRICT

ADDENDUM NO. 2
Non School Bus Home to School Transportation

BID No. 103-24

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 3:00PM***

All other provisions of the BID remain unchanged.

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

Name: Gregg Prettyman - VP of Alternative Transportation

Signature: _____

Firm Name: First Student, Inc.

Address: 2103 S. El Camino Real, Ste. 104B, Oceanside CA 92054

_____

Telephone #: 760.405.7171

(END OF ADDENDUM NO.2)

NEWPORT MESA UNIFIED SCHOOL DISTRICT

NOTICE TO BIDDERS

BID NO. 103-24

NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

In accordance with Public Contract Code 20111, notice is hereby given that the Newport Mesa Unified School District, will receive up to, but no later than 3:00 p.m., on Thursday August 31, 2023, at the Education Center, 2985 Bear St., Bldg. A Costa Mesa, CA 92626, sealed bids for the award of contracts for NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

Bids shall be opened and publicly read aloud at the above stated date, time and place. Each bid must conform and be responsive to the bid documents, copies of which may be obtained through the Districts PlanetBids web portal at :
https://pbsystem.planetbids.com/portal/46422/portal-home
or by calling the Purchasing Department at (714) 424-5000.

No bidder may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.

All bids shall be made and presented on a form furnished by the District

The District reserves the right to waive any irregularities, accept or reject any or all bids and to accept or reject any items thereon.

NEWPORT MESA UNIFIED SCHOOL DISTRICT

Jonathan Geiszler
Director, Purchasing & Warehouse

NEWPORT MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 103-24

NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

1. PREPARATION OF BID FORM: The Newport Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **THURSDAY, AUGUST 31, 2023, AT 3:00 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. BID SUBMISSION ADDRESS: Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e., UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Education Center**, located at **2985 Bear St., Bldg. A, Costa Mesa, CA, 92626**.

   TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)
   BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. BID OPENING READING: All bids shall be publicly opened and read aloud at the time and date indicated above, at the **Education Center, located at 2985 Bear St., Bldg. A, Costa Mesa, CA, 92626.**

4. SIGNATURE: All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. MODIFICATIONS: Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. ERASURES: The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

7. WITHDRAWAL OF BID: Any bidder may withdraw his bid personally or by written request, to the Director, Purchasing and Warehouse, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. INTERPRETATION OF BID DOCUMENTS: Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director, Purchasing and Warehouse, a written request for clarification or correction thereof via the District's PlanetBids Web Portal. A copy of all requests for clarification and the response thereto will be posted on the District's PlanetBids Web Portal with the bid documents. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid shall be asked through the District's PlanetBids Web Portal.

9. AWARD OF A CONTRACT: The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

   It is the District's intent to award multiple contracts from this offering to meet the immediate and on-going needs of the District to the lowest responsible responsive bidders. Please submit prices on each item. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. PRICES: Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items.

11. EVIDENCE OF RESPONSIBILITY: Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder or may call for new bids.

12. INSURANCE: Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder's policies have been endorsed to name the "Newport Mesa Unified School District" as an additional insured thereon, with provision made for cross liability. The endorsements shall further provide the "Successful bidder's policy is primary over any insurance carried by the District and that "the policy will not be cancelled or materially changed without thirty (30) calendar day prior written notice" being given to the District's Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

i. Commercial General Liability Coverage, "occurrence" form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $5,000,000 per occurrence and an annual general aggregate limit not less than $10,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

ii. Workers' Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident.

iii. Business Automobile Liability Coverage with limits as required by the State of California.

13. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

14. PERFORMANCE BOND: Upon award, the Contractor shall furnish to the District a Performance Bond executed by a surety acceptable to the District. The Bond shall be 50% of the annualized contract. Amount to be determined upon award.

15. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their services, in a whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

16. FAILURE TO PROVIDE SERVICE: It is agreed by CONTRACTOR and DISTRICT that, from the nature of services to be rendered, it is impractical and extremely difficult to fix the actual damage to the DISTRICT from the failure of CONTRACTOR to provide any of the services as specified herein, and, therefore, DISTRICT shall assess fixed sums as liquidated damages as follows:

    a. Failure to Notify DISTRICT or its designee of a Late Vehicle. CONTRACTOR will be subject to an assessment of ½ of one day's route rate for every trip that is more than ten (10) minutes late.

    b. Late Vehicle due to CONTRACTOR Error. CONTRACTOR will be subject to an assessment of ½ of one day's route rate if a vehicle is more than ten (10) minutes late for their pickup, unless the cause of said delay is outside of the control of the CONTRACTOR. For purposes of this section, delays outside of the CONTRACTOR's control shall be defined as delays due to weather, traffic, or natural disaster.

c. Missed Student. CONTRACTOR will be subject to an assessment of ½ of one day's route rate if any pupil is not transported to or from school due to driver or dispatcher error, including failure to timely notifies drivers of prescribed route changes.

d. Failure to Provide Necessary Equipment. CONTRACTOR will be subject to an assessment of ½ of one day's route rate if the equipment necessary for the transportation of students on said route are not provided or available. Equipment requirements are listed in the "Special Equipment Requirements" section of this bid document.

e. Failure to dispatch a vehicle without the required communications equipment, GPS equipment or equipment necessary to properly transport a student on the route will be grounds for an assessment of ½ of one day's route rate unless otherwise cleared through the District's Transportation Supervisor.

17. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily.

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport Mesa Unified School District specifying such failure.

18. VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT: While engaged in a carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an office, employee, or agent of the District.

19. ANTI-DISCRIMINATION: It is the policy of the Newport Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

20. INSPECTION OF BIDDER'S FACILITY: The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder's facility during the contract period.

21. INDEMNIFICATION: Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

22. PROTESTS AFTER AWARD: Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District's intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director, Purchasing and Warehouse.

23. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

24. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

25. EMPLOYEE BACKGROUND CHECKS At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder's employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District's responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

26. .DRUG AND ALCOHOL-FREE WORKPLACE The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport Mesa Unified Board of Education's Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times

27. TOBACCO-FREE WORKPLACE The successful bidder hereby agrees, under the contract, he will comply with the Newport Mesa Unified Board of Education's Policy (BP 3515.3) which states: "The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of secondhand smoke and desires to provide a healthy

environment for students and staff." Therefore, the work site shall be kept tobacco free and smoke-free at all times.

28. ADJUSTMENT OF RATES: Compensation for all services provided under the terms of this contract may be adjusted annually upon agreement by both parties. Price adjustments must be submitted in writing with sufficient justification 30 days prior to effective date of renewal. This escalation figure is for factoring in any fuel cost increases or industry changes that may apply.

29. ELIGIBILITY OF BIDDERS: All bidders must have had at least three (3) years of experience operating bus services similar to those in this bid and maintain valid state and local licenses that are required by law for the execution of this contract. Certified evidence of the above eligibility conditions may be required.

30. FORCE MAJEURE: 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, 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.

31. GOVERNING LAW: The bid shall be governed, construed, and enforced in accordance with the laws of the State of California.

32. JURISDICTION: The state courts within Orange County, California, and respective federal courts, shall have exclusive jurisdiction to adjudicate any dispute arising out of this bid. Each Party expressly consents to the personal jurisdiction of, and venue in, such courts.

33. BID DOCUMENTS: The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- Scope of Services
- **Bid Form**
- **Bid Form Worksheet**
- **Non-collusion Affidavit**

(Items in **BOLD** type must be returned with bid submission)

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

SCOPE OF SERVICES

This bid is for the furnishing of non-school bus transportation services to the Newport Mesa School District. Transportation services include, but may not be limited to, providing both regular and special education home-to-school service for pupils residing within and outside the District to and from school sites within and outside the District and providing service to and from various therapy and/or job-related sites as required.

Non School Bus Service

Non-school bus vehicles shall meet all federal and state safety standards as required by law. Providers of these services shall be licensed to provide taxi service within Orange County through the Orange County Taxi Administration Program (OCTAP) administered by the Orange County Transportation Authority (OCTA). These services will be provided for specific pupils identified by the District for whom school bus transportation is not a cost-effective option. Generally, these will be pupils who attend school sites where few or no other pupils receive transportation services. It is expected that these vehicles will make no more than six to seven individual pick-ups or drops for a specific school site and should not carry more than six to seven pupils at a time. However, the District will reserve the right to modify these numbers as needed. All drivers used to transport students must have successfully been screened by the Department of Justice (DOJ) and cleared for un-supervised contact with children as required by the Education Code (EC) 44237.

BID SPECIFICATIONS

Definitions

PICK UP	The location on each trip where students are first scheduled to board.
DEPARTURE	The location on each trip where students are last scheduled to disembark.
ROUTE	A documentation of a combination of runs for a given bus delineating all regularly assigned work produced and published by the District.
RUN	A run consists of an assignment to transport students from one point to another for the purposes of home-to-school services for a single school site. There may be times when students for another school are picked-up with students for another school site. In such situations, the run would end at the first site and a new run would begin from that site to the next. A run may also consist of transporting a student(s) from one site to another for therapy or other services required in the IEP.
ROUTE STANDARD	The amount of pay-time for each route as determined by the District.
STOP	A District authorized home-to-school transportation location used to load or unload students.
DISTRICT REPRESENTATIVE	District's Director of Transportation or his/her designee.
SEAT BELT CUTTER	A special device that may be used in an emergency to rapidly cut through the seat belts used on vehicles in conjunction with child restraint systems.
REGULAR SERVICE	A service provided under this contract that is regularly scheduled.
TRANSFER POINT	Grouping of one or more trips assigned to a route that are scheduled to minimize route time and mileage.

SHUTTLE (as part of Home-to-school services)

A trip other than home-to-school services, designated on a student's Individualized Educational Program (IEP). This would include, but not be limited to, transporting a student to therapy or a work program.

TRIP

One-way transportation of students from one or more designated bus stops to school(s) or from schools to one or more designated stops.

UNSCHEDULED SERVICE

Service performed under this contract that is not scheduled on the route; but is paid according to the applicable pricing form.

CHILD SAFETY RESTRAINT SYSTEMS (CSRS)

Any device designed to restrain, seat, or position children who are less the 4' 9" or less than 8 years old which meets or exceeds the requirements of Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213.

EQUIPMENT REQUIREMENTS

The District reserves the right to reject any of the Contractor's furnished items that, in the opinion of the District, are unsafe for their intended use or fail to meet established safety standards. The opinion of the District representative shall be final. If the District representative determines the vehicle to be unsafe, the District will not be charged for that vehicle and driver. If the contractor providing the "unsafe" vehicle is unable to replace the "unsafe" vehicle in a timely manner (as determined by the District representative), the contractor may be liable for any excess cost to replace the "unsafe" vehicle. All equipment furnished to the District shall be free of unsafe areas due to design or workmanship. There shall be no metal, fiberglass, or other fabrications with exposed sharp edges or corners.

Vehicle Requirements

All vehicles used to transport students shall be equipped and maintained in good operating condition with air conditioning capable of maintaining a temperature of no greater than 78 degrees inside the vehicle at all times while in use for the purposes of this contract.

All vehicles used to transport students shall be equipped with a Global Positioning System (GPS) either embedded in the vehicle or on a smartphone device, and a computerized tracking system capable of providing "real-time" data regarding the location and status of each vehicle. The GPS system shall be made accessible to the District for the purpose of verifying and reporting on arrival and departure times for vehicles at any designated stops.

All vehicles used to transport students should be equipped with a digital video surveillance system that has visibility of both the front and rear seating areas of the vehicle at all times. All videos will be stored and maintained for a period of fourteen (14) days. District will be provided at-will access. The vehicle will have a camera in operation at all times while students are present.

If awarded a contract by the District it is requested that the contractor provide a plan for the implementation of a web-based application or web-based student and vehicle tracking system that allows for staff and parents to easily locate their student's vehicle, current location and arrival/departure estimated time of arrival (ETA).

Special Equipment Requirements

Contractor shall equip all Special Needs and other vehicles as necessary to accomplish services covered under this contract, in accordance with all applicable laws and regulations, at Contractor's own expense, with the following special equipment:

- Seat restraints and other pupil restraining support systems deemed necessary by District or required by law for securement of pupils in the seats of the bus.

- Securement (anchorages) for crutches, braces, walkers, and other orthopedic devices in possession of pupil passengers.
- Seat restraints and other anchorages to secure pupil passengers with car seats, travel chairs, orthokinetic seats, and/or other portable chairs
- Wheelchair stations, wheelchair securement anchorages with four (4)-point floor mounted tie downs for all types of wheelchairs, as required by law.
- Safety vests or harnesses and required attachments/securing devices as required by the IEP team.

All vehicles with wheelchair stations shall have an electric powered hydraulically actuated wheelchair lift with a platform or access ramp with a minimum capacity of seven hundred fifty (750) pounds.

Contractor shall modify, maintain, and enforce the use of securement systems per standards established by District and Title 13 of the California Code of Regulations and all Federal laws pertaining to school buses.

OPERATIONAL REQUIREMENTS

Contractor will ensure that all drivers assigned to any route or shuttle requiring the securement of students, have no physical, medical or other conditions that may affect their ability to lift, bend, or twist, or that may otherwise restrict their physical mobility.

The District has established grooming and dress standards for their employees and as a contractor for the District, employees of the contractor will be held to the same standard as District employees. While the District respects an employee's decision to have body piercings or body art/tattoos, if said items are deemed inappropriate, offensive or not in good taste by District management, contractor's employees will be required to cover them during the course of their duties for the District.

Contractor shall contact the affected school and District Transportation Office to advise of any schedule that is running five (5) minutes or more behind schedule. As part of this requirement, Contractor drivers shall notify their dispatch office whenever they become five (5) minutes or more behind schedule.

No pupil shall be denied transportation to school without the prior written consent of the District.

Drivers may not alter or modify trips or sequencing of stops without prior written approval of the District, except as necessary due to road closures or emergencies. All drivers are required to notify the District, of any changes to trips, routes, or schedules requested by parents or judged desirable by the driver.

Contractor shall provide unscheduled service in excess of regular service upon request by District. Special service shall be compensated in accordance with current bid rates. The Contractor shall document any unscheduled or special services separately from regular Non School Bus home-to-school billing to the District, for purposes of compensation.

District may suspend and shall not be obligated to pay for contracted service when the Superintendent of the District directs any or all schools be closed. By providing at least two (2) hours notice prior to a trip, District may suspend and shall not be obligated to pay for contracted service when weather or other factors prevent or render ineffectual any trip(s).

District reserves the right to approve or reject any Contractor driver at any time for any reason. The decision of District representative regarding the qualifications, suitability, or acceptability of any driver shall be final and conclusive.

District may immediately require any driver to be assigned or reassigned to or from any trip(s) on a temporary or permanent basis when District representative determines the best interests of District's transportation program will benefit.

District may require and Contractor shall ensure drivers report to locations designated by the District for the purpose of resolving issues that may arise from the transportation of passengers.

All Contractor drivers under this contract shall be issued and publicly display photo identification while performing service under this contract.

Contractor agrees that District shall have, upon award of a contract by District, permission to monitor, intercept, use, divulge all communications and oral communications between Contractor and Contractor's base and between and among Contractor's vehicles relating thereto.

Contractor at all times will provide the contact information for each driver and vehicle information.

Contractor shall post and display signs or notices provided by District at the times, locations, and on routes specified by District. Signs or notices provided by Contractor inside the vehicles regarding pupil behavior or other notifications are to be approved by District before posting.

All Contractor employees driving routes under this contract must display and submit to any authorized District representative their current first-aid card and driver's license for review upon demand, without prior notification.

The Contractor shall staff and maintain the capability to receive and respond to customer complaints. This service shall provide those callers will not get a busy signal and shall be provided periodic updates on when their call will be answered. All patron and citizen

complaints shall be responded to within twenty-four (24) hours. When requested, response will be in written form. All complaints shall be documented for District review. Failure to make timely response to complaints may result in the District imposing liquidated damages of Two Hundred ($200) dollars per occurrence.

As contracted employees of a state agency, the Contractor, including office and support staff and drivers are required under federal law to report to the District for the purposes of emergency transportation services during any natural or national emergency. The District may also require transportation services for local District emergencies, which shall be billed separately for the purposes of compensation.

STAFFING

Contractor shall provide a sufficient quantity of vehicles and drivers to operate all vehicles on all routes required by the District. The District expects the Contractor to have available drivers to cover no less than 10% of the Districts average daily routes in the event of anticipated or unanticipated loss of drivers due to turnover, illness, or other factors not related to an organized labor dispute does not relieve Contractor of this obligation.

Contractor shall employ on-duty dispatch staff at all times vehicles are operated. The dispatch staff must be at Contractor's site and able to maintain communication with Contractor's fleet and personal telephone communication with District.

The District is aware driver labor has been a dynamic transportation expense throughout the United States due to several factors including a robust economy and increased minimum wage. As such, the District understands the importance of working together to keep a full complement of drivers while controlling costs. The intent of this plan is to include the right driver pay to insure on-going coverage of drivers crucial to the community, administration and parents.

The District will consider, but is not obligated, to accept rate increases due to increased labor wages. This information will be presented to the administration which will include, among other documentation, the Occupational Employment and Wage Survey for the appropriate area averaging mean hourly wage for the following categories: Bus Drivers, School or Special Client: Bus Drivers, Transit and Intercity; Heavy and Tractor-Trailer Drivers; Light Truck or Delivery Service Drivers; additional justification of an increase might also include unique circumstances impacting driver availability near the District (such as a major employer sets up a manufacturing plant nearby) or other unplanned circumstances such as the formation of a collective bargaining unit. Again, the District is not obligated to such an increase but will consider its merits.

.

It is essential to the District that the contractor be able to attract and retain qualified drivers as long as possible. The volatility of the competitive labor market has forced the District to take an active role in defining driver compensation to achieve this objective. The District intends to work with the contractor to establish driver pay scales. However, it is understood that the drivers are employees of the contractor, and that final responsibility for establishing pay scales rests with the contractor.

TRAINING REQUIREMENTS

Contractor shall provide all school non-school bus drivers at its own expense, with all training required by federal, state, and local laws, including but not limited to the proper installation and use of all CSRS and wheelchair tie-downs used by the Contractor in the performance of this contract. All training programs and employees conducting required training are subject to approval of the District representative and shall meet all federal, state, and local Education Code requirements. Training completed in courses not approved by District shall not be recognized. District reserves the right to withdraw approval of any specific training course for any reason. All driver-training program costs shall be borne by the Contractor.

Contractor's training program for new vehicle driver applicants shall meet or exceed the State of California minimum requirements and shall consist of as many hours as necessary to train drivers to a competent level.

All drivers must complete Sensitivity and Confidentiality Training and must be in compliance with safeguarding and protecting all Student and District data in accordance with applicable laws and regulations, such as the Family Educational Rights and Privacy Act (FERPA), the Protection of Pupil Rights Amendment (PPRA), the Children's Online Privacy Act (COPPA), the Student Online Personal Information Protection Act (SOPIPA), Health Insurance Portability and Accountability Act of 1996 (HIPAA), and Education Code 49073.1.

REPORTING REQUIREMENTS

Contractor shall notify the designate District Administrator immediately by telephone of any vehicle accident or injury. Contractor shall forward within twenty-four (24) hours of each accident where injury is sustained, a written report describing all details of such accident. All other accident reports shall be submitted within forty-eight (48) hours of each accident.

Contractor shall immediately notify District in writing of any reports, allegations, complaints, or known incidents of injuries, assaults, physical abuse or sexual abuse of any pupil committed by or alleged to have been committed by Contractor's employees or by any other person.

Contractor shall furnish a list of primary and backup vehicles available to service this contract. The Contractor Equipment List shall specify the vehicle number (if applicable), manufacturer, model year, the rated seating capacity. If this list is at any time updated to add or remove equipment the list must be provided to the District's Director of Transportation with in five calendar days.

Whenever Contractor has knowledge or suspicion an actual or potential labor dispute is or may delay or threatens to delay the timely performance of this contract, Contractor shall immediately notify the District representative.

Contractor shall maintain on file at the Contractor's local dispatch office servicing this contract a current valid copy of the driver's license, first aid card (if required for each driver in his employ who may provide contract service, as required by law, and must be made available for inspection upon request by the District.

Contractor shall notify District in advance of all contracted trips to be operated by a newly assigned regular driver.

The Contractor shall have an effective means of determining a driver absence or un-covered route/run prior to the route/run being late. Any routes that exceed the District's "Late Route" definition in this proposal will be subject to liquidated damages for that day equal to the ½ daily cost of the route effected.

The Contractor shall maintain working two-way communications in each vehicle used in this contract for the purpose of communications between driver, dispatch, and District staff. Drivers shall also be provided with and cellular phone for use in case of emergencies.

Contractor shall provide any daily or weekly operating records not separately itemized herein as deemed necessary by District upon request.

Contractor shall require drivers to immediately report all scheduling discrepancies. .

Contractor must supply a completed Bidders Staffing Report. The report shall include emergency phone numbers of dispatch and supervisory staff. Contractor shall maintain a means of contacting dispatch and supervisory staff via either cell phone and provide District representative with access to such device.

END OF DOCUMENT

Bid Form Home -to-School Rates, Non-School Bus

Non-Bus Based Services	Rate	NOTES
Origination Dispatch Charge	$ N/A	
Cost Per 1-Way Trip Mile	$ 2.50	Per additional mile after the first 8 miles included
Fuel Surchage	$ N/A	
Route Minimum Charge	$ 85.00	8 miles included
No Show Fee	$ Full price of trip	Full price of trip
Other Surcharges	$ 2.00	Camera Fee (per vehicle/per trip)
	$ 35.00	Wheelchair Service Fee
	$ 5.00	Equipment Service Fee

Anticipated Number of Routes Able to Serve		
Non -School Bus Routes		10-15

***Please refer to the "Pricing Overview" section of this proposal for additional details and fees.**

NEWPORT MESA UNIFIED SCHOOL DISTRICT

BID FORM

BID NO. 103-24

NON SCHOOL BUS HOME TO SCHOOL TRANSPORTATION SERVICES

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: September 6th, 2023

First Student, Inc.

Proper Name of Bidder

Gregg Prettyman - VP of Alternative Transportation

By

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.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code section 7106)

The undersigned declares:

I am the VP of Alternative Transportation of First Student, Inc., 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 8.6.2023 [date], at Oceanside [city], California [state].

REFERENCES



Riverside Unified School District

- Contact: Ken Mueller
- Title: Director, Maintenance, Operations & Transportation
- Phone: 951.788.7135
- City & State: Riverside, CA
- Description of Services: Home-to-school transportation for Special Education students

Tustin Unified School District

- Contact: Adriana Mendez
- Title: SPED Department Supervisor
- Phone: 714.730.7301 ext. 363
- City & State: Tustin, CA
- Description of Services: Home-to-school transportation for Special Education students

Laguna Beach Unified School District

- Contact: Irene White
- Title: Director of Special Education
- Phone: 949.497.7700 ext. 5208
- City & State: Laguna Beach, CA
- Description of Services: Home-to-school transportation for Special Education students

Recess Holdco LLC

SUCCESSOR CONSOLIDATED AND PREDECESSOR COMBINED CARVE-OUT FINANCIAL STATEMENTS

For the period from July 22, 2021 to June 25, 2022 (Successor), the period from June 27, 2021 to July 21, 2021 (Predecessor) and the 13 weeks ended June 26, 2021 (Predecessor)

Recess Holdco LLC

Successor Consolidated and predecessor combined carve-out Financial Statements

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RSM

Independent Auditor's Report

RSM US LLP

Recess Holdco LLC

Report on Financial Statements

We have audited the consolidated financial statements of Recess Holdco LLC and its subsidiaries (Successor), which comprise the consolidated balance sheet as of June 25, 2022, the related consolidated statements of income, comprehensive income, changes in member's capital and cash flows for the period from July 22, 2021 to June 25, 2022, and the related notes to the consolidated financial statements. We have also audited the combined carve-out financial statements of the First Student and First Transit Businesses of Recess Holdco LLC (Predecessor), which comprise the combined carve-out balance sheet as of June 26, 2021, the related combined carve-out statements of income, comprehensive income, changes in invested equity, and cash flows for the period from June 27, 2021 to July 21, 2021 and for the 13 weeks ended June 26, 2021, and the related notes to the combined carve-out financial statements. The combined carve-out financial statements of the Predecessor and the consolidated financial statements of the Successor and the related notes are collectively referred to herein as the financial statements.

We are independent of the Company in accordance with ethical requirements that are relevant to our audits of the financial statements in the United States of America, together with the International Ethics Standards Board for Accountants' *Code of Ethics for Professional Accountants*, and we have fulfilled our other ethical responsibilities in accordance with these requirements, respectively.

Responsibilities of Management and Those Charged with Governance for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Company's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting, unless management either intends to liquidate the Company or to cease operations or has no realistic alternative but do so.

Those charged with governance are responsible for overseeing the Company's financial reporting process.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the International Standards on Auditing. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement, whether due to fraud or error. Reasonable assurance is a high level of assurance but is not a guarantee that an audit will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

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An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. We design audit procedures responsive to those risks and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error because fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation, structure, and content of the financial statements, including disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

As part of an audit, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Conclude on the appropriateness of management's use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Company's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Company to cease to continue as a going concern.

- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Company to express an opinion on the financial statements. We are responsible for the direction, supervision, and performance of the consolidated audit. We remain solely responsible for our audit opinion.

We communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies or material weaknesses in internal control that we identify during our audit.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of Recess Holdco LLC and its subsidiaries (Successor) as of June 25, 2022, and the results of its operations and its cash flows for the period from July 22, 2021 to June 25, 2022, and the financial position of the First Student and First Transit Businesses of Recess Holdco LLC (Predecessor) as of June 26, 2021, and the results of its operations and its cash flows for the period from June 27, 2021 to July 21, 2021 and for the 13 weeks ended June 26, 2021, in accordance with International Financial Reporting Standards as issued by the International Accounting Standards Board.

RSM US LLP

Cincinnati, Ohio
September 27, 2022

Recess Holdco LLC

Successor Consolidated Statement of Income and Predecessor Combined Carve-out Statements of Income

(Dollars in Millions)

	Note	Successor	Predecessor	
		Period from July 22, 2021 to June 25, 2022	**Period from June 27, 2021 to July 21, 2021**	**13 weeks ended June 26, 2021**
Revenue	3	$ 3,762.1	$ 140.9	$ 944.4
Operating costs	4	(3,554.9)	(187.5)	(868.9)
Net expected credit loss (impairment)/reversal	5	(0.4)	163.7	(0.5)
Operating profit		$ 206.8	$ 117.1	$ 75.0
Finance income	7	0.4	-	0.6
Finance costs	7	(146.8)	(8.7)	(25.7)
Profit before tax		$ 60.4	$ 108.4	$ 49.9
Tax (expense)/benefit	8	(24.9)	11.7	(11.5)
Profit for the period		$ 35.6	$ 120.1	$ 38.4

The accompanying notes form an integral part of the Successor Consolidated Statement of Income and Predecessor Combined Carve-out Statements of Income.

Recess Holdco LLC

Successor Consolidated Statement of Comprehensive Income and Predecessor Combined Carve-out Statements of Comprehensive Income

(Dollars in Millions)

	Note	Successor	Predecessor	
		Period from July 22, 2021 to June 25, 2022	Period from June 27, 2021 to July 21, 2021	13 weeks ended June 26, 2021
Profit for the period		$ 35.6	$ 120.1	$ 38.4
Items that will not be reclassified subsequently to profit or loss:				
Actuarial gains/(losses) on defined benefit pension schemes	27	12.6	(0.5)	(1.6)
Deferred tax on actuarial gains/(losses) on defined benefit pension schemes	8	(3.3)	0.1	0.4
		9.3	(0.4)	(1.2)
Items that may be classified subsequently to profit or loss:				
Gains arising on cash flow hedges	21	$ 80.5	$ -	$ -
Deferred tax on derivative hedging instrument movements	8	(20.9)	-	-
Exchange differences on translation of foreign operations		(7.9)	(11.4)	11.5
Other comprehensive income/(loss) for the period		$ 61.0	$ (11.8)	$ 10.3
Total comprehensive income for the period		$ 96.6	$ 108.3	$ 48.7

The accompanying notes form an integral part of the Successor Consolidated Statement of Comprehensive Income and Predecessor Combined Carve-out Statements of Comprehensive Income.

Recess Holdco LLC

Successor Consolidated Balance Sheet and Predecessor Combined Carve-out Balance Sheet

(Dollars in Millions)

	Note	Successor June 25, 2022	Predecessor June 26, 2021
Non-current assets:			
Goodwill	9	$ 1,072.9	$ 1,995.0
Other intangible assets, net	10	1,126.0	32.1
Property, plant and equipment, net	11	2,111.7	1,873.3
Derivative financial instruments	21	27.7	-
Investments	12	41.3	43.5
		4,379.5	3,943.9
Current assets:			
Inventories	13	31.0	29.6
Trade and other receivables, net	14	824.3	706.7
Tax assets		8.0	-
Cash	18	703.7	156.6
Derivative financial instruments	21	56.6	-
Related party loan receivable	15	-	257.6
		1,623.5	1,150.5
Assets held for sale		1.7	0.7
Total assets		$ 6,004.7	$ 5,095.1
Current liabilities:			
Trade and other payables	17	$ 464.2	$ 640.3
Tax liabilities		-	11.6
Lease liabilities	19	80.4	78.7
Supplier financing	20	-	23.5
Loans and other borrowings	21	14.9	-
Related party loans payable	21	-	2,543.0
Provisions	23	227.2	190.4
		786.8	3,487.5
Net current assets		836.7	(2,337.0)
Non-current liabilities:			
Lease liabilities	19	270.6	167.6
Supplier financing	20	-	190.7
Loans and other borrowings	21	2,734.7	-
Retirement benefit liabilities	27	22.1	34.0
Deferred tax liabilities	22	319.9	45.5
Long term provisions	23	488.4	365.2
		3,835.8	803.0
Total liabilities		4,622.6	4,290.5
Net assets		$ 1,382.2	$ 804.6
Member's capital/invested equity:	25		
Invested equity		-	804.6
Recess Holdco LLC member's capital		1,311.3	-
Retained earnings		9.8	-
Accumulated other comprehensive income		61.0	-
Total member's capital/invested equity		$ 1,382.2	$ 804.6

The accompanying notes form an integral part of this Successor Consolidated Balance Sheet and Predecessor Combined Carve-out Balance Sheet.

The Companies' Financial Statements (defined in Note 2) were approved by the Board of Directors on September 27, 2022 and signed on its behalf by:

Recess Holdco LLC

Successor Consolidated Statement of Changes in Member's Capital and Predecessor Combined Carve-out Statements of Changes in Invested Equity

(Dollars in Millions)

	Owner's net investment	Foreign currency translation reserve	Hedging reserve	Other comprehensive income – defined benefit schemes	Total invested equity
Balance as of March 28, 2021 (Predecessor)	**$ 937.9**	**$ (60.0)**	**$ (0.1)**	**$ 2.4**	**$ 880.2**
Profit for the period	38.4	-	-	-	38.4
Other comprehensive loss for the period	-	-	-	(1.2)	(1.2)
Derivative hedging instrument movements transferred to balance sheet (net of tax)	-	-	0.2	-	0.2
Foreign currency translation	-	11.5	-	-	11.5
Share-based compensation recharge, net of tax	1.5	-	-	-	1.5
Transactions with owners, net of tax	(126.0)	-	-	-	(126.0)
Balance as of June 26, 2021 (Predecessor)	**$ 851.8**	**$ (48.5)**	**$ 0.1**	**$ 1.2**	**$ 804.6**
Profit for the period	120.1	-	-	-	120.1
Other comprehensive loss for the period	-	-	-	(0.4)	(0.4)
Foreign currency translation		(11.4)			(11.4)
Share-based compensation recharge, net of tax	5.1	-	-	-	5.1
Transactions with owners, net of tax	2,323.8	-	-	-	2,323.8
Balance as of July 21, 2021 (Predecessor)	**$ 3,300.8**	**$ (59.9)**	**$ 0.1**	**$ 0.8**	**$ 3,241.8**

	Member's Capital	Retained earnings	Foreign currency translation reserve	Hedging reserve	Other comprehensive income – defined benefit schemes	Total member's capital
Balance as of July 22, 2021 (Successor)	**$ -**	**$ (25.7)**	**$ -**	**$ -**	**$ -**	**$ (25.7)**
Initial member contribution	1,311.3	-	-	-	-	1,311.3
Profit for the period	-	35.6	-	-	-	35.6
Other comprehensive income for the period	-	-	-	59.6	9.3	68.9
Foreign currency translation			(7.9)			(7.9)
Balance as of June 25, 2022 (Successor)	**$ 1,311.3**	**$ 9.8**	**$ (7.9)**	**$ 59.6**	**$ 9.3**	**$ 1,382.2**

The accompanying notes form an integral part of this Successor Consolidated Statement of Changes in Member's Capital and Predecessor Combined Carve-out Statements of Changes in Invested Equity.

Recess Holdco LLC

Successor Consolidated Statement of Cash Flows and Predecessor Combined Carve-out Statements of Cash Flows

(Dollars in Millions)

	Note	Successor	Predecessor	
		Period from July 22, 2021 to June 25, 2022	Period from June 27, 2021 to July 21, 2021	13 weeks ended June 27, 2021
Operating activities				
Profit before tax		$ 60.4	$ 108.4	$ 49.9
(Gain)/loss on disposal of property, plant and equipment		(25.7)	(9.3)	1.3
Depreciation	11	385.0	23.5	85.2
Amortization of intangible assets	10	93.3	0.8	1.9
Amortization of debt issuance costs		12.9	-	-
Impairment charges		1.0	-	-
Share-based compensation expense		0.4	5.1	1.5
Movement in allowance for related party loans receivable		-	(66.3)	1.0
Unrealized foreign currency loss		2.5	-	-
Finance income		(0.4)	-	(0.6)
Finance cost		146.8	8.7	25.7
Net gain on derivative instruments at fair value through the income statement		(3.8)	-	-
Operating cash inflows before working capital, pensions and investments		$ 672.4	$ 70.9	$ 165.9
Changes in working capital, net of effects of business acquisitions:				
(Increase)/decrease in inventories		(6.1)	(0.5)	(2.6)
(Increase)/decrease in trade and other receivables		(240.1)	22.7	55.2
(Decrease)/increase in trade and other Payables		(85.5)	50.2	117.7
Increase/(decrease) in provisions		37.0	(8.8)	5.6
Decrease/(increase) in investments		3.6	(1.4)	(0.9)
Defined benefit pension payments in excess of income statement charge		0.2	(1.6)	(1.8)
Cash generated by operations		$ 381.5	$ 131.5	$ 339.1
Tax paid		(22.7)	(0.9)	(9.8)
Interest received		-	-	0.6
Interest paid		(72.6)	(8.3)	(6.1)
Net cash from operating activities		$ 286.2	$ 122.3	$ 323.8
Investing activities				
Proceeds from disposal of property, plant and equipment		80.7	8.4	1.9
Acquisition of Predecessor, net of cash acquired		(3,152.9)	-	-
Acquisition of other businesses, net of cash acquired[1]		(169.9)	-	(3.7)
Purchase of property, plant and equipment		(255.4)	(58.8)	(75.9)
Loan to related party		-	-	(1.0)

Net cash used in investing activities		$ (3,497.5)	$ (50.4)	$ (78.7)
Financing activities				
Proceeds from borrowings		3,022.0	-	-
Repayment of bank borrowings		(185.7)	-	-
Payment of debt issuance costs		(99.6)	-	-
Proceeds from working capital loan		140.0	-	-
Repayment of working capital loan		(140.0)	-	-
Proceeds from leases		116.5	-	-
Repayment of leases		(67.5)	(80.3)	(23.3)
Repayment of supplier financing		(181.5)	(32.4)	(14.9)
Proceeds from issuance of member's units		1,311.3	-	-
Transactions with the parent		-	0.1	(126.0)
Proceeds from related party loans payable		-	-	315.5
Repayments of related party loans payable		-	-	(319.9)
Net cash from/(used in) financing activities		$ 3,915.6	$ (112.6)	$ (168.6)
Net increase/(decrease) in cash and cash equivalents		704.2	(40.7)	76.5
Cash at beginning of period		-	156.6	79.1
Foreign exchange movements		(0.6)	(0.6)	1.0
Cash at end of period[2]	17	$ 703.7	$ 115.3	$ 156.6

The accompanying notes form an integral part of this Successor Consolidated Statement of Cash Flows and Predecessor Combined Carve-out Statements of Cash Flows.

[1] Acquisitions of businesses in the Successor period includes the following:

Apple Bus acquisition *(Note 30)*	$ 160.9
Keolis Canada Inc. acquisition *(Note 30)*	8.3
Other immaterial acquisitions	0.7
Net outflow of cash - investing activities	$ 169.9

[2] See Note 18 for further discussion on ring-fenced cash.



CONTRACT SUGGESTIONS

First Student looks forward to a long, mutually beneficial partnership with Newport Mesa Unified School District. We have identified some areas of concern within the terms and conditions provided with the bid specifications and are suggesting some preferred language below. It is our intent that these items would be discussed with Newport Mesa Unified School District during contract negotiations and that the end product of these discussions provides clear expectations for our relationship, as well as appropriate protections for both parties.

A. Termination for Convenience
Document Location: NA

First Student would like include the following language in the final contract:

> **Either Party may terminate this Agreement for convenience upon not less than thirty (30) days' prior written notice to the other Party.**

B. Termination for Cause
Document Location: RFP, Sec. 15. DEFAULT, p.3 ; RFP, Sec. 17 Termination for Default, p. 4

First Student requests the District consider taking exception and suggesting a longer period to cure or request the inclusion of the following language:

> If either Party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other Party to terminate this Agreement in accordance with the following procedure: The non-defaulting Party shall give the offending Party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the Party notified has not remedied the purported violation or taken steps to do so, the non-defaulting Party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting Party shall give the defaulting Party not less than thirty (30) business days' notice of termination. If the non-defaulting Party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded.

Indemnification
Document Location: RFP, Sec. 21. Indemnification, p, 5

First Student would like to suggest the following edits to Section 21:

> **21. INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and

expense (including, but not by way of limitation, attorneys' fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder's **negligent** performance or failure to perform services under this Bid~~, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid.~~ Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District**, resulting from the Bidder's negligent behavior**. The provisions of this indemnification clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

Force Majeure
Document Location: RFP, Section 30 Force Majeure, p. 6

First Student recommends the following edits to Section 30:

30. FORCE MAJEURE: 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, **pandemics, epidemics,** accident, omissions and defaults of third parties, and official, governmental and judicial action not the fault of the party failing or delaying in performance.

Liquidated Damages/Penalties
Document Location: RFP, Sec. 16 Failure to Provide Service, p. 3-4

First Student would like to request the District consider taking exception to such language:

Section 16: Late Vehicle due to CONTRACTOR Error. CONTRACTOR will be subject to an assessment of ½ of one day's route rate if a vehicle is more than fifteen (15) minutes late for their pickup, unless the cause of said delay is outside of the control of the CONTRACTOR. For purposes of this section, delays outside of the CONTRACTOR's control shall be defined as delays due to weather, traffic, or natural disaster.

"Operational Requirements" section with respect to complaints: All complaints shall be documented for District review. Failure to make timely response (within 24-48 hours) to complaints may result in the District imposing liquidated damages of One Hundred ($100) dollars per occurrence.

Notice and Cure Period
Document Location: None
First Student suggest the addition of the following language to the final contract:

"District must notify Vendor in writing within forty-eight (48) hours of an incident its intent to assess liquidated damages. Vendor shall have thirty (30) days following such notice to cure the incident prior to the assessment of liquidated damages. District must bill Vendor for such liquidated damage within sixty (60) days of the incident if the violation has not been remedied. Failure to either timely notify or bill Vendor shall relieve Vendor of its obligation to pay liquidated damages for the particular incident."

Dispute Resolution
Document Location: RFP, 32. JURISDICTION

First Student would like to include the following language:

The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation within sixty (60) days shall be submitted to mediation using a mutually agreed upon mediator. In

the absence of an agreement on a mediator, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration.

Other:

Assignment

First Student suggests including the following language in the final contract:

> This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed; provided, however, that Bidder may, without approval, assign the Agreement to a parent company, subsidiary, related or affiliated company. Furthermore, a Bidder shall have the right to assign or otherwise transfer this Agreement in connection with a merger, acquisition, corporate reorganization, public stock offering, or sale of all or substantially all of its assets with reasonable notice to the other Party.