TUSTIN UNIFIED SCHOOL DISTRICT

BID NO. 382

TRANSPORTATION SERVICES

Bid Deadline: July 8, 2025, at 2:30 PM

Submit Bids To: Tustin Unified School District
Attn: Bidding Administrator
1302 Service Road
Tustin, CA 92780

BID NO. 382

TRANSPORTATION SERVICES

TABLE OF CONTENTS

Notice Inviting Bids 1

Introduction 2

Procurement Schedule 3

Instructions for Bidders 4

Bidder Clarification Request 9

Bid Proposal 10

Bid Bond 15

Certification Regarding Bidder Questionnaire 17

Bidder Questionnaire 18

Certification Regarding Bidder References 27

Bidder References 28

Certification Regarding Prohibition of Collusion 29

Certification Regarding Drug-Free Workplace 30

Certification Regarding Tobacco-Free Workplace 31

Certification Regarding Workers Compensation 32

Certification Regarding Russia-Related Sanctions 33

Certification Regarding Senate Bill 88 Requirements 35

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Tustin Unified School District ("District") is seeking sealed bids from qualified and experienced contractors that have sufficient personnel, equipment, financial, and other resources needed to provide transportation services for District students and as otherwise needed by the District ("Services").

BID DOCUMENTS: Bidders may register with the District and obtain the documents necessary to submit a bid ("Bid Documents") by contacting the Bidding Administrator at (714) 730-7515.

PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"): Tustin Unified School District, Attn: Bidding Administrator, 1302 Service Road, Tustin, California, 92780.

BID DEADLINE: Bids must be received at the Place for Submitting Bids not later than **2:30 PM** on **July 8, 2025** ("Bid Deadline").

REQUIRED BID SECURITY: Each bid must be submitted with bid security as described in the Instructions for Bidders.

AWARD OF AGREEMENT: The District may award a single Agreement for all Services required by the District, or may award separate Agreements to two or more Bidders. The District intends that Agreements will be awarded in accordance with Education Code Section 39800 *et seq*.

PERFORMANCE BOND: The Successful Bidder must provide a Performance Bond issued by a California-admitted surety, as defined in Code of Civil Procedure Section 995.120.

PUBLICATION DATES: June 10, 2025; June 17, 2025.

INTRODUCTION

The Tustin Unified School District ("District") is a public school district located in Orange County, California, that serves approximately 24,000 students in Kindergarten through 12th Grade. The District owns and operates eighteen elementary schools, six middle schools, three comprehensive high schools, and one continuation high school. The District does not own or operate its own school buses, and the District most recently has operated approximately 7 Home-to-School ("HTS") routes per school day, 60 Non-Public School/Special Education ("SPED") routes per school day, and various athletic and field/special-event trips.

In accordance with Education Code Sections 39800 *et seq*., the District is seeking bids from one or more qualified and experienced student transportation companies that have all necessary vehicles, facilities, personnel, and financial resources needed to perform the Services in strict accordance with the Bid Documents (each a "Bidder"). Solely for purposes of the bidding process, and not as a guarantee of actual service levels, Bidders should assume, for the 2025-26 school year: (i) 7 HTS routes on a five-hour school-day schedule; (ii) 60 SPED routes on a five-hour school-day schedule during the regular 2025-26 school year, and 60 SPED routes on a five-hour schedule during summer school; (iii) 1,290 athletic trips field/special-event trips annually, each requiring a five-hour round trip. In addition, Bidders should assume that, of the 60 total SPED routes, 60 will be 3 County routes, 8 will be Wheel Chair routes, and will be 2 Therapy routes.

Consistent with Education Code Section 39802, the District intends to procure the Transportation Services for the lowest possible price consistent with proper and satisfactory service. Thus, the District is seeking to contract with one or more efficient and responsible companies that have expertise in student transportation and a focus on excellent customer service. Upon review of bids, the District may award a contract to a single company for all required Transportation Services, or the District may contract with more two or more companies to provide portions of the Transportation Services, which may be based on, among other things, different categories of Transportation Services.

Before submitting a bid, each Bidder must read and understand all of the Bid Documents, including, among the others, the Instructions for Bidders and the required Agreement for Transportation Services ("Agreement"). No transportation company to which the District awards an Agreement (each a "Successful Bidder") will be excused from any of the obligations in the Agreement because the Successful Bidder failed to become familiar with the contractual requirements.

The District intends that the Successful Bidder(s) shall work cooperatively with the District, on an ongoing basis during the term of the Agreement, in regard to planning, developing, and scheduling routes, in order to deliver excellent Transportation Services in an efficient and cost-effective manner.

PROCUREMENT SCHEDULE

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382

The milestone dates and times for the District's procurement of the Services are set forth in this Procurement Schedule. The District anticipates that the milestones will occur on and at the dates and times set forth in the Procurement Schedule, but any and all such dates and times and are subject to change.

Milestone	***Date***	***Time***
Advertisement	June 10, 2025 June 17, 2025	N/A
Bid Documents Available	June 17, 2025	N/A
Pre-Bid Conference	N/A	N/A
Bidder Clarification Request Deadline	July 1, 2025	2:30 PM
Deadline for Final Addenda	July 3, 2025	2:30 PM
Bid Opening	July 8, 2025	2:30 PM
Award of Agreement	July 21, 2025	N/A
Notice of Award	July 22, 2025	N/A

INSTRUCTIONS FOR BIDDERS

Caution: Carefully review these Instructions for Bidders and the other Bid Documents. Do not assume that the Bid Documents are the same as other documents you previously may have obtained from the District.

---

1. ***Requirements for Pre-Bid Conference.*** Prospective Bidders in attendance at the pre-bid conference must be dressed appropriately and with safety in mind, including, at a minimum, by wearing: (i) closed-toe, closed-heel, and regular-heel shoes (such as tennis shoes or work boots); (ii) long pants; and (iii) a shirt with sleeves. Shorts, dresses, sleeveless shirts, and open shoes will not be permitted. NO CONFERENCES WILL BE ARRANGED FOR BIDDERS THAT FAIL TO ATTEND THE SCHEDULED CONFERENCE.

2. ***Examination of Bid Documents.*** Each Bidder must thoroughly examine and develop an understanding of all of the Bid Documents, including, without limitation, the Agreement, Bidder Questionnaire and Bidder References forms, and Certification forms. Note that capitalized terms used, but not defined, in any particular Bid Document shall have the respective meanings as defined in the other Bid Documents. The failure of a Bidder to understand the conditions in and under which the Services are to be performed, or to examine and understand any of the Bid Documents, shall not relieve the Bidder from any obligations relating to its bid or the Agreement.

3. ***Requests for Clarification of Bid Documents.*** If a Bidder is in doubt as to the true meaning of any part of the Bid Documents, or finds any conflict, omission or other discrepancy in any of the Bid Documents, the Bidder must submit a written request, using the "Bidder Clarification Request" form included in the Bid Documents, for an interpretation or correction of the discrepancy. Bidder Clarification Requests must be submitted to the District not later than the "Bidder Clarification Request Deadline" specified in the Procurement Schedule. The District will attempt to, but does not guarantee that it will, respond to each Bidder Clarification Request that is submitted prior to the Bidder Request Clarification Deadline. The District's response to a Bidder Clarification Request may be in the form of a clarification indicated on the applicable Bidder Clarification Request or an addendum to the Bid Documents, but each response will in any case be provided to all Bidders that have registered with the District.

4. ***Modification of Bid Documents.*** Prior to the receipt of bids, the District will issue an interpretation of or correction to the Bid Documents only by addendum to the Bid Documents. A copy of each addendum will be emailed to each Bidder that has registered with the District. In addition, the District will post each addendum to the District's website. Any Bidder that fails to acknowledge receipt of each and all addenda in its Bid Proposal shall be deemed non-responsive.

5. ***Use of Bid Proposal Form is Mandatory.*** Each bid must be submitted on the "Bid Proposal" form included in the Bid Documents. Unless expressly authorized by the Bid Documents, a Bidder must not: (i) make any changes, additions, or other modifications to the Bid Proposal form or other documents to be submitted with the bid; (ii) in the bid, restate or re-characterize the Services or any of the conditions under which the Services will be provided; or (iii) make any alternative proposals not authorized by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

6. ***Preparing the Bid.*** Bidders must fully and properly complete all information required to be included on the Bid Proposal form. Neither the Bid Proposal or any other form to be submitted with the

bid may contain an erasure, interlineation or other correction, unless the correction is made solely to the information entered by the Bidder, does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the bid. In the event of any inconsistency between words and numbers, words shall govern over numbers and, for purposes of the bid, the District may rely on the words.

7. ***Bid Security.*** Each bid must be submitted with security in an amount equal to ten percent of the Total Annual Bid Amount, as specified by the Bidder on the Attachment Sheet to the Bid Proposal. In the event a Bidder's bid security does not equal at least ten percent of the Total Annual Bid Amount, the District may reject that bid as non-responsive. The bid security must be in one of the following forms: (i) a cashier's or certified check payable to the District; or (ii) a bid bond. Personal and business checks are not acceptable as bid security. If the Bidder desires to submit bid security in the form of a bid bond, it must be an executed copy of the "Bid Bond" form included in the Bid Documents (without any interlineations or other modifications) and must be issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. Unless forfeited, the District will return security to the Bidders within a reasonable time, but not later than sixty days after award of the Agreement(s) for the Services.

8. ***Bidder Questionnaire.*** Each Bidder must: (i) fully complete the Bidder Questionnaire form included in the Bid Documents, consistent with its instructions; (ii) complete and sign the Certification Regarding Bidder Questionnaire also included in the Bid Documents; (iii) attach the executed Certification Regarding Bidder Questionnaire to the completed Bidder Questionnaire form; and (iv) submit those documents with the bid. THE DISTRICT WILL CONSIDER EACH COMPLETED BIDDER QUESTIONNAIRE TO BE CONFIDENTIAL INFORMATION AND WILL ENDEAVOR NOT TO DISCLOSE THE BIDDER QUESTIONNAIRE SUBMITTED BY A BIDDER TO OTHER BIDDERS AND OTHER PERSONS OR ENTITIES. In the event the District receives a California Public Records Act request for disclosure of any Bidder Questionnaire, the District will so advise the Bidder that submitted the Bidder Questionnaire and allow that Bidder a reasonable time, not in excess of ten days, to take action to resist disclosure. The District will exercise care in applying these confidentiality provisions, but the District assumes no responsibility or liability whatsoever for disclosure of any Bidder Questionnaire, and, by submitting a bid, a Bidder thereby agrees that the District shall not be liable for any damage or injury that results from any disclosure as may occur.

9. Bidder References. Each Bidder must: (i) fully complete the Bidder References form included in the Bid Documents, consistent with its instructions; (ii) complete and sign the Certification Regarding Bidder References also included in the Bid Documents; (iii) attach the executed Certification Regarding Bidder References to the completed Bidder References form; and (iv) submit those documents with the bid.

10. ***Other Certifications.*** Each Bidder must complete, sign and submit to the District, with its bid, a copy of each of the following certification forms included in the Bid Documents: (i) Certification regarding Prohibition of Collusion; (ii) Certification Regarding Drug-Free Workplace; (iii) Certification Regarding Tobacco-Free Workplace; (iv) Certification Regarding Workers Compensation; (v) Certification Regarding Russia-Related Sanctions; and (vi) Certification Regarding Senate Bill 88 Requirements.

11. ***Signing the Bid and Other Required Documents.*** The Bid Proposal form and other Bid Documents, the Bid Bond, and all other documents to be submitted with the bid that require an original signature of the Bidder must be signed using permanent, blue ink by a person or persons duly authorized to sign documents and contractually bind the Bidder in connection with the Services. The

District may reject as non-responsive any Bid Proposal form containing a stamped, mechanically printed, or electronically-inserted signature.

12. ***Sealing and Labeling the Bid.*** The completed Bid Proposal form, other Bid Documents, and all additional documents and other materials to be submitted with the bid must be enclosed in a sealed envelope. No information must be apparent on the outside of the bid envelope other than the Bid number and name, the Bid Deadline, and the Bidder's company name and address. The District may reject any bid if the outside of the bid envelope has additional information or identifying marks.

13. ***Extensions to Bid Deadline.*** For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension(s) thereto. The Bid Deadline shall be extended by no less than seventy-two hours if the District issues any material changes, additions, or deletions to the Bid Documents within seventy-two hours of the Bid Deadline.

14. District Receipt of Bids. The District must receive any and all bids prior to the Bid Deadline and at the Place for Submitting Bids described in the Notice Inviting Bids. The clock, computer, or other device located at the Place for Submitting Bids and designated as the official bid clock shall be used in determining whether bids have been timely received by the District, regardless of whether the time shown on the official bid clock is precisely accurate. Each Bidder is solely responsible for ensuring that its bid is timely received by the District. A Bidder must submit its bid to the District via personal or other delivery. The District will not accept any oral bid or bid sent via facsimile or electronic transmission. At no time will District telephones or facsimile machines be available for use by Bidders. Each bid received by the District after the Bid Deadline will be returned to the Bidder unopened.

15. Modifying or Superseding a Bid. Not later than the Bid Deadline, a Bidder may modify or supersede its original bid by withdrawing its original bid as provided in these Instructions for Bidders and concurrently submitting a replacement bid for the Services in accordance with the Bid Documents. The District shall reject any replacement bid that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a Bidder's replacement bid shall not be deemed or construed to constitute a withdrawal of the original bid by the Bidder, and the District still may accept the original bid if responsive and the Bidder is a responsible contractor. Each replacement bid received by the District after the Bid Deadline will be returned to the Bidder unopened.

16. Withdrawing a Bid. A Bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to the District via personal or other delivery. The District will not accept any oral withdrawal request or any withdrawal request sent via facsimile or electronic transmission. A withdrawal request must be signed by an authorized representative of the Bidder. A withdrawal request received by the District after the Bid Deadline shall in no event be deemed or construed to constitute a withdrawal of the bid, and the District still may accept the bid if it is responsive and the Bidder is a responsible contractor. After receipt of a timely withdrawal request, the District shall return the Bidder's bid security upon request. Unless a Bidder withdraws its bid prior to the Bid Deadline, the Bidder may not withdraw its bid until the date that is sixty days after the Bid Deadline.

17. Bid Irregularities. The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding process. The District may, but is not required to, seek information from any Bidder that might resolve an ambiguity in the Bidder's bid.

18. Bid Protests. Any Bidder that has duly submitted a bid for the Services may protest the process used to seek bids for the Services, another bid for the Services, and/or the intended award of the Agreement(s) for the Services only by filing a written protest with the District in accordance with the procedures set forth in this Section (each a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., email). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest:

(i) Must be received by the District not later than 4:00 p.m. on the fifth business day following the opening of bids;

(ii) Must clearly identify the Bidder that is filing the Bid Protest, together with the name, address, and telephone number of the person representing the Bidder for purposes of the Bid Protest;

(iii) Must clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;

(iv) Must clearly identify the specific provisions of all documents relevant to the Bid Protest;

(v) Must clearly identify and describe in detail the specific basis or bases for the Bid Protest and all facts relevant thereto;

(vi) Must clearly identify and describe in detail all arguments by the protesting Bidder in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Must be submitted with all documentation the protesting Bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a protesting Bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. However, upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and provide a written response to the protesting Bidder setting forth a recommendation for action by the Board of Education of the Tustin Unified School District ("District Board") in response to the Bid Protest. Action on a Bid Protest by the District Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

CAUTION: COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE INTENDED AWARD OF THE AGREEMENT, AND FAILURE TO COMPLY WITH SUCH REQUIREMENTS SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND, OR ACTION ARISING FROM ANY SUCH MATTER.

19. ***Modifications to Form of Agreement.*** Each Agreement to be awarded by the District shall be in the form of the "Agreement for Transportation Services" made available to Bidders that register with the District. Prior to the Bidder Clarification Request Deadline specified in the Procurement Schedule, a Bidder may submit a Bidder Clarification Request for purposes of suggesting modifications to the form of the Agreement. In response, the District, in its sole discretion, may issue an Addendum setting forth modifications to the Agreement. Subsequent to the Bid Deadline, modifications to the Agreement may be implemented only by duly approved and signed amendment to the Agreement. Thus, by submitting a bid proposal, a Bidder shall be deemed to acknowledge and agree that, if the

District awards an Agreement to the Bidder, the Bidder shall execute the Agreement in the original form provided or, if applicable, as modified by Addendum. The District shall reject any and each bid that is conditioned upon the District's acceptance of revisions to the Agreement that were not specified in an Addendum issued by the District prior to the Deadline for Final Addenda specified in the Procurement Schedule.

20. ***Additional Information.*** In its sole discretion, the District may seek, obtain, and review information outside of a bid in order to determine and/or confirm the Bidder's ability to provide proper and satisfactory service. To the extent the District desires additional information directly from a Bidder, the District may seek written input from the Bidder or may conduct interviews of the Bidder's management and/or other personnel. Topics that may be discussed during those Interviews may include, without limitation, a Bidder's financial status and resources, management capability, dedication to customer service, flexibility, driver/employee hiring procedures, safety programs, driver training programs, and maintenance programs. The District shall not be required to seek information from, or interview, all or any particular Bidders.

21. ***District Award of Agreement.*** Consistent with Education Code Section 39802, the District will evaluate all bids and, as applicable, recommend award of one or more Agreements based on the District receiving the lowest possible prices considering proper and satisfactory service. The District contemplates award of Agreements to one or more Bidders. Section 39802 does not require that the District Board award an Agreement to the lowest Bidder. The District Board in in its sole discretion may reject all bids, or may award an Agreement to a responsible Bidder determined in the District Board's discretion. If the District Board awards an Agreement, the District will issue notice of the award of the Agreement to the Successful Bidder ("Notice of Award").

22. ***Bidder Execution of Agreement.*** A Successful Bidder shall have seven calendar days after the date of the Notice of Award to sign the Agreement and deliver it to the District with all bonds, certificates of insurance, and other documents required in accordance with the Bid Documents (collectively, the "Contract Documentation"). In its sole and absolute discretion, the District, in writing, may provide additional time for a Successful Bidder to sign, as applicable, and provide the Contract Documentation to the District. The Agreement shall not be deemed or construed to have been fully executed and delivered by a Successful Bidder unless and until the Successful Bidder has signed, as applicable, and provided to the District all of the Contract Documentation, without exception. If the Successful Bidder fails to sign, as applicable, and provide all Contract Documentation to the District within the required seven-day period or other period authorized by the District in accordance with this Section: (i) the Successful Bidder shall forfeit the bid security submitted with its bid; and (ii) the District may award the Contract to one of the other responsible and responsive bidders or release all bidders.

(End of Information for Bidders.)

BIDDER CLARIFICATION REQUEST

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

Identify issue/question (including, as applicable, document/page/section): _____

_____

_____

_____

Clarification requested: _____

_____

_____

_____

Print Name: _____ Signature: _____ Date: _____

(Note: District to complete the portion of this form below.)

Date Request Received: _____ Response No.: _____

Response to request for clarification: _____

_____

_____

_____

_____

_____

_____

_____

_____

District Clarification issued by:

_____ _____ _____
Print Name Signature Date Signed

BID PROPOSAL

(Do not leave any information blank)

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

A. The undersigned is a duly authorized representative of the Bidder and, in that capacity, has reviewed the information set forth in this Bid Proposal form and the Bid Documents, and has executed and submitted this Bid Proposal on behalf of the Bidder.

B. The Bidder has become familiar with the Bid Documents and hereby represents and warrants that it is sufficiently experienced and qualified, and that it has sufficient financial and other resources, to perform and complete the Services in strict accordance with the Bid Documents.

C. The Bidder hereby proposes to (and, if awarded the Agreement, the Bidder shall) furnish at its own cost and expense any and all facilities, vehicles, fuel, labor, services, equipment, materials, tools, and other things required for performance of the Services in strict conformity with the Bid Documents, in exchange for payment from the District of the total, all-inclusive amounts set forth in the attachment sheet to this Bid Proposal ("Bid Amounts").

D. The Bidder acknowledges that it received and that it fully considered, when it prepared this bid and determined Bid Amounts, each of the following Addenda to the Bid Documents (check all that apply; but note that the District may reject this Bid Proposal as non-responsive if the Bidder checks any addendum that the District did not actually issue):

☐ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4
☐ Addendum No. 5 ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8

E. The Bidder acknowledges that the Bid Amounts shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Services, including, without limitation, compensation for any and all fuel, lubricants, sales taxes, supervision, fees, field-office and home-office overhead, and profit.

F. The Bidder represents and warrants that it was responsible for preparing this bid and that it has carefully checked and confirmed the Bid Amounts and all other information set forth in this Bid Proposal. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the District Board or the District be responsible for any errors or omissions in this bid. The Bidder is aware and acknowledges that the District Board has the right to waive any minor irregularity in this and/or any other bid for the Services.

G. The Bidder acknowledges that the District may deem this bid to be non-responsive if the Bidder fails to fully complete, sign, and submit to the District with this Bid Proposal any document as required by the Bid Documents, including, without limitation, the documents identified in Sections 8, 9, and 10 of the Information for Bidders.

H. If awarded the Agreement, the Bidder shall execute the Agreement by causing its duly authorized representative to sign the Agreement for Transportation Services and provide the other required Contract Documentation, to thereby bind the Bidder to the Agreement. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Agreement, then, within seven calendar days of receipt of the Notice of Award, the Bidder shall complete, sign as applicable, and submit to the District: (i) the Agreement for Transportation Services; (ii) all Certificates of Insurance and endorsements required by the Bid Documents; (iii) the Performance Bond; and (iv) any and all other required Contract Documentation. The Bidder further acknowledges that it shall forfeit its bid security in the event Bidder fails to timely complete as applicable, execute, and submit any such documents to the District.

I. The Bidder is, and if awarded the Agreement, then at all times during the performance of Services must be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") relating to its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all claims, actions, other proceedings, penalties, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever that arise out of the Bidder's failure to strictly comply with the IRCA.

J. The contact information set forth below is the current address, telephone number, and email address for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Street Address: _____

_____

_____

Telephone Number: _____

Email Address: _____

K. The Bidder is organized as a (check only one):

☐ Corporation ☐ Limited Liability Company ☐ General Partnership

☐ Sole Proprietorship ☐ Other (describe): _____

L. The Bidder is organized pursuant to the laws of the State of: _____

M. The Bidder acknowledges and agrees that, unless it withdraws this bid prior to the Bid Deadline, in accordance with the Instructions for Bidders, the Bidder may not withdraw this bid for a period of sixty days after the Bid Deadline.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: The Bidder must attach the completed Attachment Sheet (see below) to this Bid Proposal.

Bidder: _____

Note:

(i) The numbers of routes set forth in each of the Bid Categories below are estimates only, and are specified solely for purposes of bidding. By submitting a bid, the Bidder acknowledges that the actual numbers of routes may vary.

(ii) If the Bidder does not desire to submit a bid for any particular Bid Category specified below, indicate "N/A" in the "Bid Category Total" field, and leave the rest of the fields in that Bid Category table blank.

(iii) Please ensure that the Bidder has confirmed all mathematical calculations, as the District cannot change any bid or allow any bid to be changed after it has been submitted.

A.	Regular Home to School (180-Day Traditional Schedule)			
	Bus Capacity	Daily Rate \1	Rate for Hours in Excess of 5	Rate for Miles in Excess of 50
	25-72		$	$
	73-84		$	$
	Bus Capacity	Estimated # of Routes	Daily Rate \1	Total Amount
	25-72		$	$
	73-84		$	$
			Bid Category Total:	$

\1 Daily Rate based on 5 hours and 50 miles.

B.	Special Education (180-Day Traditional Schedule and 24-Day Summer Schedule)			
	Bus Capacity	Daily Rate\2	Rate for Hours in Excess of 5	Rate for Miles in Excess of 50
	1-24		$	$
	25-72		$	$

Bus Capacity	Estimated # of Routes	Daily Rate \2	Total Amount
1-24		$	$
25-72		$	$
		Bid Category Total:	$

\2 Daily Rate based on 5 hours and 50 miles.

C.	Activity Trips (B Trips)				
	Bus Capacity	Daily Rate\3	Rate for Hours in Excess of 5	Rate for Miles in Excess of 100	Layover Per Diem
	1-24	$	$	$	$
	25-72	$	$	$	$
	73-84	$	$	$	$

Bus Capacity	Estimated # of Routes	Daily Rate \3	Total Amount
1-24		$	$
25-72		$	$
73-84		$	$
		Bid Category Total:	$

\3 Daily Rate based on 5 hours and 100 miles.

D.	Activity Trips (C Trips)				
	Bus Capacity	Daily Rate \4	Rate for Hours in Excess of 5	Rate for Miles in Excess of 100	Layover Per Diem
	1-24	$	$	$	$
	25-72	$	$	$	$
	73-84	$	$	$	$

Bus Capacity	Estimated # of Routes	Daily Rate \4	Total Amount
1-24		$	$
25-72		$	$
73-84		$	$
		Bid Category Total:	$

\4 Daily Rate based on 5 hours and 100 miles.

E.	Bid Category	Bid Category Name	Bid Category Total
	A.	Regular Home to School	$
	B.	Special Education	$
	C.	Activity Trips (B Trips)	$
	D.	Activity Trips (C Trips)	$
		Total All Bid Categories:	$
		Cost of Performance Bond:	$
		Total Annual Bid Amount:	$

BID BOND

School District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder (insert full legal name)**:** _____

Surety (insert full legal name)**:** _____

Penal Sum: Ten percent (10%) of Bidder's Total Bid Amount

The Bidder (identified above and referred to herein as, the "Principal") has provided this bid bond in connection with the bid submitted by the Principal to the School District (identified above) for the transportation services identified in the bid documents for those transportation services ("Services").

In issuing this bid bond, the Surety (identified above) shall be deemed and construed to thereby certify to the School District that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120.

We, the Principal and the Surety, as evidenced by the signatures of our respective duly authorized representatives set forth below, are hereby held and firmly bound unto the School District in the amount of the Penal Sum specified above, for the payment of which amount, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns as specified below.

The payment obligation described above shall become null and void if: (i) the School District awards a written contract for the Services ("Agreement") to the Principal based on the bid described above and, within the required number of days after the notice of such award, the Principal enters into the Agreement and provides to the School District the required performance bond and other required documentation; (ii) the School District rejects all bids received for the Services; or (iii) the Principal withdraws its bid following expiration of the period during which withdrawal of bids is prohibited.

If, however, the School District awards the Agreement to the Principal, but the Principal fails and/or refuses to enter into the Agreement and/or to properly and duly execute and deliver the required performance bond and/or other required documentation, then, immediately upon request of the School District and without imposing any additional conditions on payment whatsoever, the Surety and/or the Principal shall forfeit and pay to the School District such amount as the School District states is the total of the costs reasonably incurred by the School District as a result of such failure or refusal by the Principal, including, without limitation, the difference between the Principal's bid and the bid for the Services subsequently accepted by the School District, rebidding of the Services if necessary, and administrative, publication, and other costs incurred by the School District. In no event, however, shall the liability pursuant to this bid bond exceed the Penal Sum specified above.

The Surety, for value received, hereby stipulates and agrees that this bid bond and the Surety's obligations hereunder shall be and remain in effect until such time as one or more of the conditions described herein for rendering this bid bond null and void have been satisfied. The Surety, for value received, further stipulates and agrees that this bid bond shall in no way be impaired or otherwise affected by any extension of the time within which the School District may accept the Principal's bid for

the Services or of the time within which the Principal must enter into the Agreement and submit the required documentation, and Surety hereby waives any requirement for notice of any such extension.

Each person signing this bid bond on behalf of either the Principal or the Surety hereby represents and warrants that he or she has been duly authorized to sign, and thereby bind such party to, this bid bond.

IN WITNESS WHEREOF, the Principal and Surety, acting by and through their respective, duly authorized representatives, have executed this instrument on the date indicated below and affixed the name and, if applicable, corporate seal of each party.

Principal: _____
(Corporate or Individual Name)

Business Address: _____
_____
_____

Authorized Signature: _____ (*Affix Corporate Seal*)
(Must be Notarized)

Date Signed: _____

Surety: _____
(Corporate Name)

Business Address: _____
_____
_____

Authorized Signature: _____ (*Affix Corporate Seal*)
(Must be Notarized)

Date Signed: _____

(*The following is to be completed by Surety.*)

The rate of premium on this bond is: $_____ per thousand dollars.

Total amount of premium charged is: $_____.

Note: A certified copy of the Power of Attorney of the Surety's authorized signatory must be attached to this bid bond.

CERTIFICATION REGARDING BIDDER QUESTIONNAIRE

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder;

(ii) The Bidder has fully and accurately completed the Bidder Questionnaire attached to this Certification, and all responses by the Bidder are true, complete, and not misleading; and

(iii) The Bidder acknowledges and agrees that, if the District awards an Agreement to the Bidder and subsequently determines that the Bidder intentionally or negligently omitted any required information from the attached Bidder Questionnaire, or did not truthfully or completely respond to the Bidder Questionnaire, or that any information provided by the Bidder is misleading, such omission or untrue, incomplete, or misleading response shall constitute conclusive grounds for termination of the Agreement and for the District to seek any other available remedies.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

BIDDER QUESTIONNAIRE

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The District will use the Bidder's responses to this questionnaire to evaluate the ability of the Bidder to provide proper and satisfactory Services. The questionnaire must be filled out fully and accurately, and without any untrue, incomplete, or misleading responses. If an explanation of an answer is required, provide relevant detail regarding the underlying background and issues sufficient to permit the District to understand, as applicable, the parties involved, issues, and outcome. If additional space is needed for any response, complete the response on additional sheets of 8 x 11½ paper (in each case, specify the paragraph Section/Number reference) and submit all pages with the bid. In the response, round periods of years and months as follows: (i) round periods of years up or down based the number of days, assuming 365 days per year, e.g., if 183 days had elapsed in a year, the number of years would be rounded up; and (ii) round months up or down based on the number of days in the particular month being rounded, e.g., if 14 days had elapsed in a month with 30 days, the number of months would be rounded down.

SECTION I: BIDDER INFORMATION

1. Bidder's Full Company Name: _____

2. Type of Entity: *(Check only one box below.)*
   - ❑ Corporation
   - ❑ Non-Profit Public Benefit Corporation
   - ❑ Limited Liability Company
   - ❑ Partnership
   - ❑ Sole Proprietorship
   - ❑ Municipal Transit Agency
   - ❑ Transit District
   - ❑ Other Public Agency — Specify type: _____

3. State (in the U.S.) of Organization: _____

4. Date Organized (Formed or Established): _____

SECTION II: SERVICES PROVIDED

1. Does the Bidder provide transportation services for special education students residing in California?

   ❑ Yes ❑ No If yes, for how many years? _____

2. Does the Bidder provide transportation services for special education students residing in Orange County, California?

   ❑ Yes ❑ No If yes, for how many years? _____

3. Does the Bidder provide regular home-to-school transportation services for students residing in California?

❑ Yes ❑ No If yes, for how many years? _____

4. Does the Bidder provide regular home-to-school transportation services for students residing in Orange County, California?

❑ Yes ❑ No If yes, for how many years? _____

SECTION III: ORGANIZATIONAL HISTORY

1. How many years and months has the Bidder been in business in California, with its current business name?

_____ Years and _____ Months

2. At any time within the last five years, has the Bidder changed its business name (including, without limitation, for purposes of any license, certification, or other authorization needed for the Bidder to provide student transportation services) or operated using an alias or d.b.a.?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

3. At any time within the last five years, has there been any change in the ownership of the Bidder (other than, if the Bidder is a corporation, sale of publicly-traded shares of the corporation)?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

4. Is the Bidder a subsidiary, parent, holding company, or affiliate (i.e., the Bidder owns 50% or more of another firm, another firm owns 50% or more of the Bidder, an officer, partner, or owner of the Bidder also holds a similar position with another firm, or an officer, partner, or owner of another firm also holds a similar position with the Bidder)?

❑ Yes ❑ No

If yes, explain: _____

_____

_____

_____

5. At any time within the last five years, have any officers, partners, or owners of the Bidder held similar positions in any other company or companies providing student transportation services?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

SECTION IV: AUTHORIZATION TO CONDUCT BUSINESS

1. Does the Bidder possess all valid and current licenses, certifications, and other authorizations needed to provide transportation services for special education students residing within the State of California and the County of Orange, California?

❑ Yes ❑ No

If no, explain: _____

_____

_____

_____

2. Does the Bidder possess all valid and current licenses, certifications, and other authorizations needed to provide regular home-to-school transportation services for students residing within the State of California and the County of Orange, California?

❑ Yes ❑ No

If no, explain: _____

_____

_____

_____

3. At any time within the last five years, have any of the licenses, certifications, or other authorizations referenced in questions 1 and 2 of this Section been revoked or suspended, whether permanently or temporarily?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

SECTION V: INSURANCE AND BONDING

1. At any time within the last five years, has any insurance carrier refused to renew an insurance policy (whether liability, auto liability, workers' compensation, abuse/molestation, or other type) carried by the Bidder in connection with transportation services?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

   _____

   _____

   _____

2. Is the Bidder's surety insurer (i.e., the surety that would issue a performance bond for or on behalf of the Bidder in connection with the transportation services) an "admitted" surety insurer as defined in California Code of Civil Procedure Section 995.120?

   ❑ Yes ❑ No

   If no, explain: _____

   _____

   _____

   _____

3. At any time within the last five years, has a surety insurer refused, in connection with transportation services, to issue a bond (whether payment, performance, or other type) for or on behalf of the Bidder?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

   _____

   _____

   _____

SECTION VI: PUBLIC BIDDING

1. At any time within the last five years, has the Bidder been denied an award of a contract based on a determination by a public agency that the Bidder was not a responsible contractor, and such determination WAS NOT overturned on appeal to the public agency?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

_____

_____

_____

2. At any time within the last five years, did any other party protest a bid that the Bidder submitted to a public agency, which resulted in the public agency either rejecting the Bidder's bid or rejecting all bids?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

3. At any time within the last five years, did the Bidder protest a bid that another party submitted to a public agency, which DID NOT result in the public agency either rejecting the other party's bid or rejecting all bids?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

4. At any time within the last ten years, did the Bidder agree in writing, whether in lieu of a responsibility hearing or otherwise, to abstain from submitting any bid or bids to a public agency?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

SECTION VII: DISPUTES AND CLAIMS

1. At any time within the last five years, has a public agency assessed liquidated damages against the Bidder pursuant to a contract for transportation services, and such assessment WAS NOT overturned on appeal?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

2. At any time within the last seven years, have any of the Bidder's contracts for transportation services been terminated as a result of an alleged default or other failure by the Bidder to perform or fully or adequately perform in accordance with the contracts?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

3. At any time within the last seven years, has a surety insurer paid funds or contracted for services as a result of an alleged default or other failure by the Bidder to perform or fully perform in accordance with a contract for transportation services?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

4. At any time within the last seven years, has the Bidder filed any claim (formal or informal) with, or action or other legal proceeding against, any public-agency counterparty to any of the Bidder's contracts for transportation services?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

5. At any time within the last seven years, has any public-agency counterparty to any of the Bidder's contracts for transportation services filed any claim (formal or informal) with, or action or other legal proceeding against, the Bidder?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

SECTION VIII: CRIMINAL AND CIVIL ACTIONS

1. At any time within the last seven years, was the Bidder or any of its owners or officers been convicted of a crime associated with or arising from the bidding for, award of, or performance of any contract with a public agency, and such conviction WAS NOT overturned on appeal?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

   _____

   _____

   _____

2. At any time within the last seven years, was the Bidder or any of its owners or officers held liable in a civil suit or guilty in a criminal action for making any false claim or material misrepresentation to any public agency, and such holding WAS NOT overturned on appeal?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

   _____

   _____

   _____

3. At any time within the last seven years, was the Bidder or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty, and such conviction WAS NOT overturned on appeal?

   ❑ Yes ❑ No

   If yes, explain each instance: _____

   _____

   _____

   _____

SECTION IX: WORKPLACE HEALTH AND SAFETY

1. At any time within the last three years, has the California Occupational Safety and Health Administration ("Cal-OSHA") cited the Bidder for any serious, willful, or repeat violations of safety or health laws or regulations, and such citation WAS NOT withdrawn or overturned on appeal?

   ❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

2. At any time within the last three years, has the federal Occupational Safety and Health Administration ("Fed-OSHA") cited the Bidder for violations of safety or health laws or regulations, and such citation WAS NOT withdrawn or overturned on appeal?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

3. At any time within the last three years, has a federal or state Environmental Protection Agency, Air Quality Management District, or Regional Water Quality Control Board cited the Bidder (or the owner of a building or other facility leased and/or occupied by the Bidder) for a violation of any environmental law or regulation, and such citation WAS NOT withdrawn or overturned on appeal?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

SECTION X: PERSONAL INJURY AND PROPERTY DAMAGE

1. At any time within the last seven years, have any of the Bidder's buses or other transport vehicles been involved in an accident that resulted in the death or injury of any student or other person being transported by the Bidder?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

2. At any time within the last seven years, have any of the Bidder's buses or other transport vehicles been involved in an accident that resulted in the death or injury of any person being transported in that or another person's vehicle?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

3. At any time within the last seven years, have any of the Bidder's buses or other transport vehicles hit or struck any student or other person who was not in any vehicle at the time (i.e., was a pedestrian)?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

4. At any time within the last seven years, have any of the Bidder's buses or other transport vehicles been involved in an accident that resulted in more than $5,000 damage to that bus or other transport vehicle?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

5. At any time within the last seven years, have any of the Bidder's buses or other transport vehicles been involved in an accident that resulted in more than $5,000 damage to another vehicle?

❑ Yes ❑ No

If yes, explain each instance: _____

_____

_____

_____

CERTIFICATION REGARDING BIDDER REFERENCES

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder;

(ii) The Bidder has listed on the Bidder References form(s) attached to this Certification all contracts for transportation services that the Bidder has or has had with California public school districts in the immediately preceding five years or, if there are more than 15 such contracts, the Bidder has listed the 15 most recent contracts; and

(iii) The Bidder acknowledges and agrees that, if the District awards an Agreement to the Bidder and subsequently determines that the Bidder intentionally or negligently omitted from the attached Bidder References form(s) any contract that the Bidder is required to list in accordance with the foregoing clause (ii), such omission shall constitute conclusive grounds for termination of the Agreement and for the District to seek any other available remedies.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

BIDDER REFERENCES

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

Provide the information indicated below for all transportation service contracts that the Bidder had (or has) with California public school districts in the last five years. If there are more than 15 such contracts, list only the most recent 15 contracts. As needed, photocopy this page, mark page numbering (below), and include all pages with the bid.

School District: _____

Address: _____

Contact Person/Telephone No.: _____/_____

Average No. of Routes During Term of Contract (HTS/SPED): _____/_____

Contract Term (Start/End Dates): _____/_____

School District: _____

Address: _____

Contact Person/Telephone No.: _____/_____

Average No. of Routes During Term of Contract (HTS/SPED): _____/_____

Contract Term (Start/End Dates): _____/_____

School District: _____

Address: _____

Contact Person/Telephone No.: _____/_____

Average No. of Routes During Term of Contract (HTS/SPED): _____/_____

Contract Term (Start/End Dates): _____/_____

School District: _____

Address: _____

Contact Person/Telephone No.: _____/_____

Average No. of Routes During Term of Contract (HTS/SPED): _____/_____

Contract Term (Start/End Dates): _____/_____

Page ___ of ___

CERTIFICATION REGARDING PROHIBITION OF COLLUSION

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder;

(ii) The bid is not made in the interest of, or on behalf of, any person, partnership, company, association, organization, or corporation other than the Bidder identified above;

(iii) The bid is genuine and not collusive or sham, and the Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham bid;

(iv) The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any person or entity to either submit a sham bid or to refrain from bidding, including, without limitation, any express or implied understanding or agreement to avoid submitting any bid, or genuine bid, in another entity's or bidder's "territory";

(v) 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 of the Bidder or any other bidder; and

(vi) The Bidder has not, directly or indirectly, submitted its bid price or any breakdown thereof, or the contents thereof, or divulged information or data relating thereto, to any other bidder, 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.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder;

(ii) The Bidder, in accordance with Government Code Section 8350 *et seq*., the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, and/or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

(2) Establishing a drug-free awareness program to inform employees about all of the following:

(a) The dangers of drug abuse in the workplace;
(b) The person's or organization's policy of maintaining a drug-free workplace;
(c) The availability of drug counseling, rehabilitation, and employee-assistance programs; and
(d) The penalties that may be imposed upon employees for drug abuse violations.

(3) Requiring that each employee engaged in the performance of the Agreement be given a copy of the statement required by Clause (ii)(1) above, and that, as a condition of employment on the Services, the employee agrees to abide by the terms of the statement.

(iii) The Bidder hereby acknowledges and agrees that, if the District determines that the certification given herein is false, or the Bidder violated this certification by failing to implement the requirements of Government Code Section 8355, then the Agreement shall be subject to termination, suspension of payments, or both, and the Bidder shall be subject to debarment in accordance with the requirements of Government Code Section 8350 *et seq*.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder; and

(ii) The Bidder shall ensure a tobacco-free workplace by doing both of the following:

(1) Providing the following statement, in writing, to each person providing any labor or services in connection with the Services, including, without limitation, all drivers:

All properties and facilities operated by the Tustin Unified School District, and all contracted locations where District Students will be present, including, without limitation, school buses and bus stops, are tobacco-free work places. It is strictly forbidden — while in, on, or at any District property or facility, school bus, bus stop, drop-off, pick-up, or similar location — to smoke, chew or otherwise use any tobacco product. Each [insert Bidder company name in published statement] employee who violates this prohibition shall be subject to discipline.

(2) Enforcing the requirements specified in the foregoing provision.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING WORKERS COMPENSATION

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, has executed this certification on behalf of the Bidder; and

(ii) The Bidder is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Bidder shall comply with such provisions at all times while the Agreement is in effect.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS

(Executive Order N-6-22)

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

NOTICE TO BIDDER

On March 4, 2022, California Governor Gavin Newsom issued Executive Order No. N-6-22 ("Executive Order") relating to sanctions imposed by the U.S. government and the State of California in response to actions in Ukraine by the Russian Federation ("Russia").

Among other things, the Executive Order "calls upon businesses, non-governmental organizations, and public entities in the State of California to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine."

The Executive Order requires that all State of California agencies and departments subject to the Governor's authority: (i) review contracts for commodities, services, and technology to determine compliance with such federal and State of California economic sanctions ("Economic Sanctions"); (ii) terminate contracts with entities or individuals that are a target of the Economic Sanctions; and (iii) not enter into any additional contracts with such entities or individuals.

The Executive Order further requires that each State of California agency and department: (i) notify all grantees of the agency or department (each a "Grantee") and contractors with contracts of $5 million or more (each, a "State Contractor") of their obligations to comply with the Economic Sanctions; (ii) direct all Grantees and State Contractors to report to the agency or department regarding their compliance with the Economic Sanctions; and (iii) direct all Grantees and State Contractors to report on steps they have taken in response to Russia's activities in Ukraine.

CERTIFICATION BY BIDDER

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to California law, that all of the following is true and correct:

(i) I am a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, I have executed this certification on behalf of the Bidder.

(ii) The Bidder acknowledges that, in connection with various programs, services, and activities undertaken by the District from time to time, the District receives grant funding provided through one or more State of California agencies or departments.

(iii) The Bidder represents and warrants that neither the Bidder nor any of its directors, officers, or affiliates: (1) invests in, or has financial transactions with Russian institutions or companies that

are headquartered or have their principal place of business in Russia ("Russian Entities"); or (2) transfers technology to Russia or any Russian Entities.

(iv) The Bidder represents and agrees that, if the District awards the contract for the Transportation Services to the Bidder ("Contract"), and in connection with the Bidder's activities pursuant to the Contract, neither the Bidder nor any of its directors, officers, or affiliates shall engage in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violate any of the Economic Sanctions.

(v) The Bidder acknowledges and agrees that, while the Contract is in effect, if the Bidder or any of its directors, officers, or affiliates engages in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violates any of the Economic Sanctions, then, following notice and a thirty-day opportunity for the Bidder to submit a written response, and in the District's sole discretion or as may be required by the State of California, the District may terminate the Contract and, in addition, the District and/or State of California may take any and all other actions as permitted by applicable law.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING SENATE BILL 88 REQUIREMENTS

District: Tustin Unified School District
Services: TRANSPORTATION SERVICES
Bid No.: 382
Bidder: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Bidder and, in that capacity and intending to bind the Bidder, the undersigned has executed this certification on behalf of the Bidder.

(ii) The Bidder hereby acknowledges that:

(1) The Bidder is aware of and understands the requirements of Senate Bill ("SB") 88 (Stats. 2023, Ch. 380), which added Section 39875 *et seq.* to the California Education Code, and amended Section 49406 of the California Education Code.

(2) With respect to drivers, the SB 88 requirements apply, subject to certain exceptions, to drivers providing school-related pupil transportation.

(3) To the extent the SB 88 requirements conflict with the provisions of a contract for transportation services entered into prior to January 1, 2024, the requirements shall be applicable upon expiration or renewal of the contract, but otherwise the SB 88 requirements become applicable on July 1, 2025.

(4) If the District awards a contract for Transportation Services to the Bidder ("Contract"), the SB 88 requirements will apply to the Contract.

(iii) The Bidder hereby attests to all of the following:

(1) That the Bidder did not have any applicable law violations at the time it submitted a bid for Transportation Services to the District.

(2) That, if the District awards a Contract to the Bidder, the Bidder shall maintain compliance with applicable laws for the duration of the Contract.

(3) That, in performing its obligations pursuant to the Contract, the Bidder shall use only drivers who meet the requirements of paragraphs (1) to (14), inclusive, of Subdivision (a) of California Education Code Section 39877.

(4) That the Bidder has on file in its records, and for the duration of the Contract and for such longer period as may be required by the Contract, the Bidder shall retain in its records, all of the reports and documents required pursuant to paragraphs (1) to (14), inclusive, of Subdivision (a) of California Education Code Section 39877, including, without limitation: (a) any and all updated, revised, and modified reports and documents; and (b) reports and documents relating to drivers hired by the Bidder after the term of the Contract has commenced.

(5) That, for the duration of the Contract or for such longer period as may be required by the Contract, the Bidder shall at all times make any and all reports and documents referenced in

Paragraph (4) of this Clause (iii) available for inspection, copying, and/or audit by the District, any California regulatory agency, and/or any other governmental entity as may be specified in the provisions of the Contract relating to the Bidder's records.

(iv) The Bidder hereby acknowledges that, as provided in Education Code Section 39877:

(1) Any third party may report to the District that the attestation by the Bidder in Clause (iii), above, is not truthful or that the Bidder has failed at any time while the Contract is in effect to maintain compliance with applicable laws.

(2) The third party must provide documentation substantiating the allegation, to the District, before the District will consider the allegation.

(v) The Bidder hereby acknowledges and agrees that each and every vehicle the Bidder uses to provide pupil transportation pursuant to the Contract:

(1) Unless already subject to a statutory inspection program, shall be inspected every 12 months, or every 50,000 miles, whichever comes first, at a facility licensed by the Bureau of Automotive Repair to ensure that the vehicle passes a 19-point vehicle inspection, as adopted by the Public Utilities Commission and set forth in D.13-09-045, before allowing the vehicle to be driven.

(2) Shall be equipped with a first aid kit and a fire extinguisher.

(vi) The Bidder hereby acknowledges that, for purposes of this Certification:

(1) The term "applicable law" means applicable California laws within the Labor and Workforce Development Agency's jurisdiction related to the misclassification of employees as independent contractors, including the failure to pay wages, imposing unlawful expenses on employees, failure to provide workers' compensation insurance, and failure to remit payroll taxes as required under the Unemployment Insurance Code as well as laws protecting worker health and safety.

(2) The term "applicable law violation" means a violation that has a final determination, order, judgment, or award issued against a private entity for engaging in illegal conduct related to applicable laws and that remains unabated or unsatisfied following the period during which an appeal may be made.

(2) The term "school-related pupil transportation" means home-to-school transportation, field trips, after school program-related transportation, preschool and childcare-related transportation, athletic program-related transportation, extracurricular school activity-related transportation, or any transportation of pupils to or from a school campus.

(vii) The Bidder hereby acknowledges and agrees that, if the District awards a Contract to the Bidder:

(1) The requirements of SB 88 shall be in addition to, and shall not be deemed or construed to supersede any of, the requirements of the Contract; provided that, if and solely to the extent there is an irreconcilable conflict between any provision of SB 88 and any provision of the Contract, the provision of SB 88 shall govern.

(2) This Certification shall be deemed and construed to be a part of the Contract.

(3) The requirements of this Certification shall be in addition to, and shall not be deemed or construed to supersede any of, the other requirements of the Contract.

(4) The Bidder's responsibilities and obligations set forth in this Certification shall be applicable and continue in effect for the duration of the Contract.

(5) If at any time while the Contract is in effect, the Contractor's attestation is or becomes untruthful, in whole or in part, or the Contractor fails to maintain compliance with applicable laws, the Contractor will be in breach of the Contract.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

AGREEMENT FOR TRANSPORTATION SERVICES

By and Between

TUSTIN UNIFIED SCHOOL DISTRICT

And

_____

Dated and Effective: July 1, 2026

AGREEMENT FOR TRANSPORTATION SERVICES

TABLE OF CONTENTS

RECITALS 1

PART 1. GENERAL PERFORMANCE-RELATED PROVISIONS **2**

Section 1.1 Performance by Contractor 2
Section 1.2 Agreement Term 2
Section 1.3 Authorized Contractor Representatives 2
Section 1.4 Authorized District Representatives 2
Section 1.5 No Unauthorized Subcontracting 3
Section 1.6 Compliance with Applicable Law Generally 3
Section 1.7 Compliance with District Policies 3
Section 1.8 Compliance with Industry Guidelines and Standards 3
Section 1.9 Registrations, Permits, Certifications, and Ratings 3
Section 1.10 Performance Bond 4
Section 1.11 Regularly-Scheduled and Unscheduled Meetings 4
Section 1.12 Transportation Services Plan 5

PART 2. ROUTING AND SCHEDULING **5**

Section 2.1 Routes and Schedules to be Established Annually 5
Section 2.2 Trial Runs Required 5
Section 2.3 Drop-Off, Wait, and Travel Times 6
Section 2.4 Mandatory Performance Criteria 6
Section 2.5 Monitoring and Evaluation by Contractor 7
Section 2.6 District Modifications 7
Section 2.7 District Discretion Regarding School Operations 7
Section 2.8 Varying from Established Routes and Schedules 7
Section 2.9 No Unauthorized Changes in Routes or Schedules 8
Section 2.10 Amendments Not Required to Implement 8

PART 3. ADDITIONAL PERFORMANCE-RELATED PROVISIONS **8**

Section 3.1 Transportation of SPED Students 8
Section 3.2 Transportation for Activity Trips 9
Section 3.3 Transportation for Emergency Purposes 10
Section 3.4 Supervision of Loading and Unloading of Buses 10
Section 3.5 Unsafe Conditions 10

PART 4. PERSONNEL-RELATED REQUIREMENTS **10**

Section 4.1 Administrative Personnel 10
Section 4.2 Driver Qualifications, Competency, Licensing, and Certification 11
Section 4.3 Drivers Must Have Regularly Assigned Routes 11
Section 4.4 Use of Local Drivers 11
Section 4.5 Driver List 12
Section 4.6 Backup Drivers 12
Section 4.7 Driver Orientation Programs 12
Section 4.8 Prevention of Substance Abuse 13
Section 4.9 Safety Instructions and Plans 13
Section 4.10 Driver Uniform and ID Badges 14
Section 4.11 Additional Contractor Obligations 14

AGREEMENT FOR TRANSPORTATION SERVICES

TABLE OF CONTENTS

Section 4.12 Driver Evaluations 15
Section 4.13 Unsatisfactory Performance 15
Section 4.14 Compliance with Applicable Law 15
Section 4.15 Prohibition Against Unlawful Discrimination 15

PART 5. BUS-RELATED REQUIREMENTS 15

Section 5.1 Contractor to Use Only Approved Buses 15
Section 5.2 Bus Information 16
Section 5.3 Backup Buses 16
Section 5.4 Vintage and Temporary Buses 16
Section 5.5 Ownership and Control of Buses 16
Section 5.6 Compliance with Applicable Law 16
Section 5.7 Compliance with Environmental Laws 17
Section 5.8 Maintenance of Buses 17
Section 5.9 Cleanliness and Appearance of Buses 18
Section 5.10 Display of Route IDs 18
Section 5.11 Parking and Maintenance Facilities 18
Section 5.12 Additional Contractor Obligations 18
Section 5.13 Review, Inspection, and Approval by District 20

PART 6. VIDEO/AUDIO RECORDINGS 21

Section 6.1 Interior Video/Audio Monitoring Systems 21
Section 6.2 Exterior Video Monitoring Systems 21
Section 6.3 Retention and Destruction of Interior Recordings 22
Section 6.4 Storage and Access to Recordings 22
Section 6.5 Compliance with Applicable Law 23
Section 6.6 Survival 23

PART 7. CONTRACTOR REPORTING REQUIREMENTS 23

Section 7.1 Daily Transportation Schedule 23
Section 7.2 Passenger Incident Reports 23
Section 7.3 Service Incident Reports 24
Section 7.4 Accident Reports 25
Section 7.5 Daily Attendance Logs 25
Section 7.6 Monthly Pre-Trip Inspection Reports 26
Section 7.7 Requirements In This Part Are Not Exclusive 26

PART 8. COMPENSATION FOR TRANSPORTATION SERVICES 26

Section 8.1 Calculation of Service Fees 26
Section 8.2 Time and Mileage Charges 27
Section 8.3 Adjustments to Service Rates 27
Section 8.4 Invoicing by Contractor 27
Section 8.5 Payment by District 28
Section 8.6 Advancement of Funding Attributable to Extended School Closures 28
Section 8.7 Compensation Only for Services Actually Provided 30
Section 8.8 Compensation Provisions are Exclusive 30
Section 8.9 Funding Budgeted on a Fiscal-Year Basis 30

TABLE OF CONTENTS

Section 8.10 Survival 30

PART 9. EXECUTION OF AGREEMENT 31

Section 9.1 Counterparts 31
Section 9.2 Authority 31

EXHIBIT A GENERAL PROVISIONS A-1
EXHIBIT B CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES B-1
EXHIBIT C PERFORMANCE BOND C-1
EXHIBIT D PRICING FOR TRANSPORTATION SERVICES D-1
EXHIBIT E CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS E-1
EXHIBIT F INCORPORATED CONTRACTOR CERTIFICATIONS F-1

AGREEMENT FOR TRANSPORTATION SERVICES

This Agreement for Transportation Services ("Agreement") is made effective as of July 21, 2025 ("Effective date") by and between Tustin Unified School District ("District"), a California public school district, and _____ ("Contractor"), a _____ designated as entity number _____ by the California Secretary of State. The District and the Contractor may be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The District owns and operates school facilities for students in Kindergarten through 12th grade ("District Students"). In accordance with Education Code Section 39802, the District published a Notice Inviting Bids for purposes of obtaining bids from efficient and experienced transportation companies that are qualified and able to provide transportation services, as described in "Bid No. 382 for Transportation Services" ("Bid Documents"), for the District Students and others as described in this Agreement.

B. Based on its evaluation of the bids that it timely received in response to the Bid Documents, the District determined that selection of the Contractor to perform the transportation services in accordance with, and as required by, this Agreement ("Transportation Services") will result in the lowest possible cost to the District consistent with proper and satisfactory service.

C. The Contractor acknowledges that, during the period this Agreement is operative: (i) the Contractor shall be the District's primary transportation provider with respect to category or categories of Transportation Services described herein, although the District presently does and may at any time contract with others for transportation services needed by the District, including, without limitation, if the Contractor is unable or fails to satisfactorily provide all Transportation Services required by this Agreement; and (ii) subject to the provisions herein, the Transportation Services shall accommodate the District's regular school year, which typically consists of approximately 180 school days, and the District's summer school, which typically consists of approximately 24 school days; and (iii) if and to the extent the District implements extended school year programs, the Transportation Services shall accommodate those programs also.

D. The Contractor acknowledges that a primary concern of the District is, and, as a result of this Agreement, a primary concern of the Contractor shall be, to protect the health, safety, and welfare of the District Students and the staff, volunteers, chaperones, and/or others who may from time to time be transported by the Contractor pursuant to this Agreement ("District Passengers"). The Parties acknowledge and agree, therefore, that the Contractor shall perform the Transportation Services in strict accordance with all provisions of this Agreement.

E. The purpose of this Agreement is to set forth the terms and conditions for the Contractor to perform the Transportation Services, and for the District to compensate the Contractor for performance of the Transportation Services.

Now, in consideration of their respective rights and obligations pursuant to this Agreement, consideration that each Party hereby acknowledges is adequate, the Parties hereby agree as follows:

AGREEMENT

PART 1. GENERAL PERFORMANCE-RELATED PROVISIONS

Section 1.1 Performance by Contractor. The Contractor shall provide any and all labor, supervision, management, facilities, vehicles, equipment, parts, materials, supplies, fuel, and other things of whatever nature are necessary to perform the Transportation Services in strict accordance with all provisions of this Agreement. Without limiting the foregoing, the Contractor shall perform the Transportation Services subject to and in accordance with the "General Provisions" to this Agreement set forth in Exhibit "A" to this Agreement. Without limiting the provisions of Part 8 herein relating to compensation payable to the Contractor in exchange for performance of the Services, the Contractor shall perform the Services and its other obligations pursuant to this Agreement at its sole cost and expense.

Section 1.2 Agreement Term. The term of this Agreement ("Agreement Term") shall commence on the Effective Date and, unless this Agreement is earlier terminated as provided herein, the Agreement Term shall expire at 11:59 p.m. Pacific time on June 30, 2029. Notwithstanding the Effective Date, the Contractor shall commence the actual transportation of District Passengers on such date in July of 2026 or thereafter as directed by the District ("Service Commencement Date"). The actual Service Commencement Date will depend on: (i) the precise date in the summer of 2026 that any applicable prior transportation services agreement expires or is terminated; (ii) whether any in-person summer school or extended school year programs, or any activity, athletic, or field trips, are to occur during the summer of 2026; and/or (iii) the date in-person classroom instruction in District schools commences for the regular 2025-2026 school year. The Parties may agree, in writing, to extend the Agreement Term for up to two additional one-year periods.

Section 1.3 Authorized Contractor Representatives. The individuals who are authorized to represent the Contractor for purposes of this Agreement and the Transportation Services (each an "Authorized Contractor Representative") are identified in Exhibit "B" attached to this Agreement. The Contractor must ensure that the Authorized Contractor Representatives have been fully authorized to represent the Contractor and make any and all decisions on behalf of the Contractor as required to implement this Agreement and perform the Transportation Services; provided that any and all modifications to this Agreement must be in writing, authorized, and signed by an officer of the Contractor. The Contractor shall not substitute any person in place of an Authorized Contractor Representative absent the written consent of the District, which consent the District shall not unreasonably deny, delay, or condition.

Section 1.4 Authorized District Representatives. The individuals who are authorized to represent the District for purposes of this Agreement and the Transportation Services (each an "Authorized District Representative") are identified in Exhibit B hereto. In addition to any limitations on authority as may be specified in this Agreement, the authority of each Authorized District Representative is limited by the requirement that the Board of Education of the Tustin Unified School District ("District Board") must approve any and all modifications to the Agreement or must have delegated the authority to approve such modifications to an Authorized District Representative. The District may at any time substitute any person in place of an Authorized District Representative, and the District shall provide notice of any such substitution to the Contractor. The District, in its sole discretion, may at any time contract for consultant services in connection with the District's student transportation needs; provided that in no event shall such consultant be deemed or construed to be an Authorized District Representative for purposes of this Agreement and/or the Transportation Services.

Section 1.5 No Unauthorized Subcontracting. The Contractor may not subcontract the performance of any portion of the Transportation Services absent the written authorization of the District, which authorization the District, in its sole discretion, may grant, withhold, or condition. The factors considered by the Director in determining whether to authorize the use of any particular subcontractor may include, without limitation, the subcontractor's qualifications and experience, insurance coverage, experience modification rating, history of claims, *et cetera*. To the extent the District authorizes any subcontracting by the Contractor, the Contractor shall in each case be and remain responsible and liable for all acts and omissions (regardless of whether constituting negligence or willful misconduct) of its subcontractor.

Section 1.6 Compliance with Applicable Law Generally. The Contractor, at all times during the Agreement Term, must make and keep itself aware of, must understand, and must comply (and must cause all of those performing the Transportation Services to comply) with all federal, State of California, and local laws, regulations, rules, standards, guidance, and other governmental requirements applicable to, relating to, or otherwise affecting the safe transportation of pupils and others, the operation of its transportation business and the vehicles used in connection with that business, and/or its status as a transportation company, regardless of whether those are in effect as of the Effective Date or take effect thereafter ("Applicable Law"). For avoidance of doubt, Applicable Law includes, without limitation, those promulgated by the California Highway Patrol ("CHP"), the California Department of Public Health ("CDPH"), the California State Board of Education, the California Department of Education ("CDE"), the South Coast Air Quality Management District, California Air Resources Board, and the U.S. Department of Transportation ("USDOT").

Section 1.7 Compliance with District Policies. The Contractor, at all times during the Agreement Term, must make and keep itself aware of, must understand, and must comply (and must cause all of those performing the Transportation Services to comply) with all District policies, regulations, rules, guidelines, and directives relating to the transportation of District Passengers, including, without limitation, those relating to the health, safety, and welfare of District Students. If requested by either Party, the Parties shall reasonably cooperate with respect to establishing and enforcing policies and/or regulations covering operational, disciplinary and other matters affecting the Transportation Services, provided that the District Board shall at all times retain the sole discretion to approve any such policies and/or regulations.

Section 1.8 Compliance with Industry Guidelines and Standards. The Contractor shall consider and, as appropriate, make reasonable attempts to comply with voluntary industry guidelines and standards, to the extent those are consistent with Applicable Law and this Agreement. Such guidelines and standards include, without limitation: (i) applicable "National School Transportation Specifications and Procedures" ("NSTSP") best practices; and (ii) applicable "American National Standards Institute and Rehabilitation Engineering Society of North America" ("ANSI/RESNA") standards.

Section 1.9 Registrations, Permits, Certifications, and Ratings. Within ten days the Effective Date, the Contractor shall provide to the District all of the following information: (i) the name (and, if applicable, registration number) of each governmental entity (including, without limitation, USDOT, Uniform Carrier Registration, and CHP) with which the Contractor is registered in connection with the Contractor's status as a motor carrier and/or provider of transportation services; (ii) the name (and, if applicable, permit or certification number) of each governmental entity (including, without limitation, USDOT and CHP) that has issued a permit or certification to the Contractor in connection with the Contractor's status as a motor carrier and/or provider of transportation services; and (iii) the Contractor's current CHP Motor Carrier Section rating ("MCR"). In addition, prior to the beginning of each new regular school year during the Agreement Term, the Contractor shall give notice to the District

specifying the Contractor's then-current MCR. In each bus used in connection with the Transportation Services, the Contractor shall display the then-current CHP vehicle inspection approval certificate for that bus. Notwithstanding the foregoing, the Contractor shall provide notice to the District immediately upon there being any change (including, without limitation, any limitation, reduction, or revocation) in or of any registration, permit, certification, or rating within the scope of this Section, and such notice shall include a reasonably detailed description of the change and its impact, as applicable, in regard to the Contractor, the Contractor's status as a motor carrier and/or provider of transportation services, and any of the buses.

Section 1.10 Performance Bond. Within ten days following the Effective Date, the Contractor shall provide to the District a performance bond in the form attached as Exhibit "C" to this Agreement ("Performance Bond"), and the Contractor shall maintain the Performance Bond in effect at all times during the Agreement Term. The Performance Bond shall have a penal sum of $1,000,000.00 and, if at any time during the Agreement Term the available penal sum is diminished because the District has called on the Performance Bond, the Contractor shall cause the surety insurer that issued the Performance Bond ("Surety") to restore the available portion of the penal sum to not less than $1,000,000.00. The Surety must be an "admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120. As evidence that the Surety is an admitted surety insurer, the Contractor must attach to the Performance Bond either of the following documents as required by California Code of Civil Procedure Section 995.311: (i) a copy of information printed from the website of the California Department of Insurance confirming that the Surety is an admitted surety insurer; or (ii) a certificate from the Orange County Recorder confirming that the Surety is an admitted surety insurer. The Surety also must have a current A.M. Best Company ("Best") "financial strength rating" of not less than "B+" (B plus) and a "financial size category" of not less than "VIII." The Contractor shall provide a replacement Performance Bond if the Surety (or any replacement surety) loses its status as an admitted surety insurer or its Best rating or financial size category falls below those required by this Section and, in such event, the replacement surety and replacement Performance Bond must satisfy all requirements of this Section.

Section 1.11 Regularly-Scheduled and Unscheduled Meetings.

Subsection 1.11.1 Generally. In order to establish and maintain effective communications between the Parties, and thereby maximize the positive outcomes associated with the Transportation Services, the Parties shall schedule, if applicable, and conduct meetings as provided in this Section 1.11. Unless the District agrees otherwise (such as an agreement to "meet" online), each such meeting shall occur at the District's offices located at 1302 Service Road, Tustin, California. During meetings conducted pursuant to this Section 1.11, each Party and its representatives shall reasonably cooperate with the other Party and its representatives in regard to discussion of matters relating to the Transportation Services and/or this Agreement.

Subsection 1.11.2 Regularly-Scheduled Meetings. Promptly following the Effective Date, the Parties shall develop a schedule that initially provides for regular meetings to occur at least once every week, in order to establish routes and schedules in accordance with this Agreement and to discuss other matters relevant to the Transportation Services and/or this Agreement. Commencing as of the Service Commencement Date, the regular meetings between the Parties shall occur monthly or at some other interval as the Parties may agree is sufficient, and the representatives of the Contractor who shall be present for such meetings shall be its dispatcher and its contracts manager. Each Party shall cause those of its other personnel, whose presence is necessary and/or convenient in connection with matters to be discussed, to be present for the regular meetings conducted pursuant to this Section 1.11,

including, without limitation, any particular person(s) whom the District desires to meet or interview, or with whom the District desires to confer.

Subsection 1.11.3 Unscheduled Meetings. Notwithstanding the foregoing, the District may call an unscheduled meeting of the Parties in order to discuss a matter of urgent concern to the District, by telephoning or otherwise contacting either of the Authorized Contractor Representatives for that purpose. In such event, the Contractor's dispatcher and contracts manager shall meet with the District representatives at an agreed time, which, in each case, shall be not more than two hours from when the District contacted the Authorized Contractor Representative to arrange the meeting.

Section 1.12 Transportation Services Plan. Upon request of the District in each fiscal year during the Agreement Term, the Contractor shall make reasonable good-faith efforts to assist the District with the development and/or updating of the transportation services plan required pursuant to Education Code Section 39800.1 (each an "Transportation Services Plan"). Such assistance by the Contractor shall at a minimum relate to: (i) describing the Transportation Services available to low-income students in Transitional Kindergarten, Kindergarten, and Grades 1 through 6; (ii) the development of priorities for student transportation by grade level and/or other relevant criteria; (iii) availability of Transportation Services to students with disabilities and to students who are homeless, as defined in 42 U.S.C. § 11301 *et seq.*; and (iv) availability of home-to-school Transportation Services to unduplicated students, as defined in subdivision (b) of Education Code Section 42238.02. Such assistance by the Contractor also may relate to, among other things: (i) coordination of existing school bus routes/runs with additional routes/runs to be funded using monies apportioned to the District pursuant to Education Code Section 41850.1 and/or otherwise obtained or made available by the District; and (ii) planning phasing of future school bus routes/runs for which no funding currently has been secured, but which will be needed to achieve home-to-school transportation goals. For avoidance of doubt: (i) the District shall be responsible for preparation and approval of the Transportation Services Plan, including, without limitation, required consultation with stakeholders other than the Contractor; and (ii) as reasonably requested by the District, the Contractor shall provide input and suggestions relating to the matters identified in this Section, and shall review and provide comments regarding non-final versions of the Transportation Services Plan.

PART 2. ROUTING AND SCHEDULING

Section 2.1 Routes and Schedules to be Established Annually. Commencing at least four weeks prior to the start of each school year during the Agreement Term, the Parties shall reasonably cooperate with respect to establishing the routes and schedules for transportation of regular education and special education ("SPED") students in that school year. The Parties shall attempt to ensure that such routes and schedules will be safe, cost-efficient, satisfy the requirements of this Agreement, and otherwise accommodate the District's student transportation requirements and needs. In developing such routes and schedules, the Contractor shall reasonably cooperate with any and all routing and/or scheduling consultants under contract with the District. The Parties shall assign a numeric or alpha-numeric identification to each established route (each a "Route ID"). The Contractor shall document the routes and schedules established pursuant to this Section, and shall provide a full and complete electronic copy to the District.

Section 2.2 Trial Runs Required.

Subsection 2.2.1 Annual Trial Runs. One week prior to the start of each school year during the Agreement Term, the Contractor shall conduct trial runs of the routes established pursuant to Section 2.1 herein, as if it were the first day of school. The Contractor shall use such trial runs to: (i)

familiarize its drivers and other personnel with the routes, bus stops, traffic patterns, timing requirements, *et cetera*; and (ii) identify issues with the routes and schedules, and, if applicable, determine what refinements and/or other changes may be necessary to ensure that the Transportation Services will be safe, cost-efficient, satisfy the requirements of this Agreement, and otherwise accommodate the District's student transportation requirements and needs. The Contractor shall in each case prepare and provide to the District a written report regarding the trial runs, and if, as a result of the trial runs, the Contractor desires to update the established routes and schedules, the changes to the routes and schedules shall be subject to approval by the District in its reasonable discretion.

Subsection 2.2.2 Ad Hoc Trial Runs. In each case that the Contractor employs a new driver, uses a substitute driver or reassigns a driver to a new (for the driver) route, then, in addition to satisfying all other requirements of this Agreement, and except in a bona-fide emergency situation, the Contractor shall, prior to the driver performing any Transportation Services: (i) specifically train the driver on the route to which the driver will be assigned; and (ii) require that the driver make at least one complete trial run of the route for the purposes described in Subsection 2.2.1 herein.

Section 2.3 Drop-Off, Wait, and Travel Times. In all cases, the established routes and schedules (whether initial, updated, or otherwise modified) shall provide for, and, in performing the Transportation Services, the Contractor shall ensure that: (i) each District Student is dropped off at his, her, or their school of attendance not earlier than 15 minutes prior to commencement of classes at the school; (ii) no District Student is required to wait more than 15 minutes for pick-up after classes end for the day at his, her, or their school of attendance; and (iii) unless the District, in writing, expressly authorizes a longer travel time, the maximum one-way travel time for any particular District Student may not exceed a total of 60 minutes, regardless of any intermediate stops.

Section 2.4 Mandatory Performance Criteria.

Subsection 2.4.1 On-Time Performance Goal. The Transportation Services shall be subject to a 95 percent on-time performance goal for each school year (or portion thereof, if less than a full school year) during the Agreement Term ("OTP Goal"), and the Contractor shall make reasonable efforts to satisfy the OTP Goal. For purposes of explanation, not limitation: (i) the Contractor shall be deemed to have achieved the OTP Goal if 95% of all pick-ups and drop-offs during any particular school year (or portion thereof), for all routes/runs, are completed not later than the corresponding scheduled times; (ii) the OTP Goal shall apply to all regular home-to-school, special education, and Activity Trip (whether B Trips or C Trips) routes/runs; and (iii) subject to the other provisions of this Section, the Contractor shall be deemed to have not satisfactorily performed the Transportation Services if at any time it has failed to achieve or maintain the OTP Goal.

Subsection 2.4.2 Exclusions. In the event any pick-up or drop-off is delayed or prevented by an unforeseen event that was not caused by, or the result of the inattention, lack of reasonable care, or misconduct of, the Contractor or any of its drivers or other personnel, that particular pick-up or drop-off shall be excluded when determining whether the Contractor has achieved or maintained the OTP Goal (each an "Exclusion"). Events that may justify an Exclusion include, but are not limited to, accidents that result in major traffic congestion or stoppage, road closures and/or detours that the Contractor reasonably could not have anticipated, and medical or other emergencies involving any District Passenger. However, in no event shall normal traffic conditions (including, among any others, normal traffic congestion and congestion not resulting from any accident or similar cause) constitute sufficient justification for an Exclusion.

Subsection 2.4.3 Notice and Approval. If the Contractor desires to assert an Exclusion, then, within 48 hours of the applicable delayed or prevented pick-up or drop-off, the Contractor shall specify in writing to the District: (i) the particular pick-up or drop-off that was delayed or prevented; (ii) the particular event that resulted in the delayed pick-up or drop-off; (iii) the response by the Contractor and/or driver to avoid or minimize the impact of such event; and (iv) any other information that the Contractor believes will assist in clarifying the associated facts and circumstances. Subject to the foregoing, the District shall determine whether any proposed Exclusion satisfies all requirements of Subsection 2.4.2 and this Subsection, and, on that basis, approve or disapprove the Exclusion. The District shall not unreasonably refuse to approve a proposed Exclusion that satisfies all such requirements and, subject to the dispute resolution provisions set forth in this Agreement, each decision by the District to approve or disapprove a proposed Exclusion shall be final for all purposes of this Agreement.

Section 2.5 Monitoring and Evaluation by Contractor. The Contractor shall have an affirmative obligation, on an ongoing basis during the Agreement Term, to monitor and evaluate routing and scheduling of the Transportation Services with respect to safety, efficiency, cost, and other potential improvements. If the Contractor determines that the Transportation Services can be made more cost-efficient (including, among other possibilities, maximizing bus and driver utilization) or otherwise improved through modifications to the routing, scheduling, bus assignments, *et cetera*, the Contractor shall consult with the District, and the modifications shall be subject to approval by the District in its reasonable discretion.

Section 2.6 District Modifications. The District, in its reasonable discretion, may require that routes be added, eliminated, consolidated or otherwise modified, or may require modifications to scheduling or other aspects of the Transportation Services, as necessary to accommodate: (i) changes in student population(s) and/or the number of students using the Transportation Services; (ii) changes in the District's transportation rules, policies, or procedures; (iii) elimination, reduction, or other changes (1) in funding budgeted and/or available to pay for the Transportation Services, or (2) to the constraints or other requirements applicable to use of such funding; (iv) changes intended to make the Transportation Services safer or more cost-effective; and (v) other lawful reasons. If and to the extent the District requires any such modifications, the Contractor shall promptly implement those modifications.

Section 2.7 District Discretion Regarding School Operations. Nothing in this Agreement shall be deemed or construed to eliminate, limit, or otherwise constrain the District's sole discretion to establish and/or modify the schedule or other operations of any one or more of the District's schools, including, without limitation, modifications effective on a one-time, temporary, or permanent basis. Without limiting the foregoing, the District shall have the sole discretion to close any school prior to the start of any school day, and to close school early on any school day. In all such cases, the Contractor shall accommodate the changes in school operations, including, without limitation, providing Transportation Services for District Students who are dismissed early from school.

Section 2.8 Varying from Established Routes and Schedules. The Contractor may allow its drivers performing any of the Transportation Services to vary from established routes and/or schedules only if reasonably necessary as a result of any: (i) accident, congestion, or other traffic condition that prevents staying on the established route or that makes it unreasonable to stay on the established route due to time delays and other factors; (ii) direction, order, or demand of any law enforcement official(s); or (iii) other emergency situation, such as a traffic accident involving that bus. In each case that a driver varies from an established route and/or schedule, the Contractor shall immediately provide verbal

notice to the District. For purposes of the foregoing notice requirement, a recorded message shall be insufficient and, therefore, the Contractor must deliver such notice directly to a District representative.

Section 2.9 No Unauthorized Changes in Routes or Schedules. The Contractor shall make changes to routes and schedules only if and to the extent authorized pursuant to this Part 2, and the Contractor shall be in breach of its obligations pursuant to this Agreement if it makes or permits any unauthorized changes to routes and/or schedules.

Section 2.10 Amendments Not Required to Implement. It shall not be necessary for the Parties to amend this Agreement in order to establish, update, modify, and/or implement the routes and schedules in accordance with this Part 2.

PART 3. ADDITIONAL PERFORMANCE-RELATED PROVISIONS

Section 3.1 Transportation of SPED Students.

Subsection 3.1.1 SPED Transportation List. On or about the date that is fourteen days prior to the first day of school in each regular school year during the Agreement Term, the District shall provide to the Contractor a list that includes all of the following for each SPED student to be transported: (i) first and last name; (ii) date of birth; (iii) disability and accommodations needed generally; (vi) pick-up address; (v) school name and address; and (vi) class start and end times ("SPED Transportation List"). In each case during the Agreement Term that any of the foregoing information relating to a student on the SPED Transportation List changes, that a SPED student will no longer be transported, or that an additional SPED student will be transported, the District will provide an updated SPED Transportation List to the Contractor, and, within three days thereafter, the Contractor shall implement transportation in accordance with the updated SPED Transportation List.

Subsection 3.1.2 Specific Procedures. Not less than ten days prior to the first day of school in each regular school year during the Agreement Term, the Parties shall have developed and agreed upon procedures for transporting SPED students, which must be consistent with the provisions of this Subsection. Absent the written consent of the District, which consent the District, in its reasonable discretion, may grant, withhold or condition, the Contractor shall transport SPED students with other SPED students having similar disabilities, and in no event may any SPED student be transferred from one bus to another while *en route* to the student's destination. If a SPED student is to be transported in his, her, or their own wheelchair, the driver must adequately secure the student and wheelchair within the bus to prevent tipping or other movement during normal turning, acceleration, or deceleration of the bus. The Contractor must permanently assign a driver to each SPED transportation route and, if transportation by a backup driver is necessary due to vacation, illness, *et cetera*, the Contractor may use a backup driver only for a two-week maximum and, if the driver permanently assigned to that route is not available to immediately return to that route, the Contractor must permanently assign a new driver to that SPED route. The Contractor shall document, in writing, the procedures developed and agreed upon pursuant to this Subsection and shall provide a copy of the procedures to the District for review and approval. The Parties shall update the procedures from time to time as necessary. One week before commencing transportation of SPED students, the Contractor shall conduct trial runs in accordance with Section 2.2 herein.

Subsection 3.1.3 Notice to Parents and Others. One week prior to the first day of school in each regular school year during the Agreement Term, the Contractor shall give notice to the parents/guardian of each SPED student to be transported, with a copy to the principal of that student's school, to inform them of the transportation schedules and procedures specific to that SPED student.

One week prior to the commencement of summer school and/or extended school year in each year during the Agreement Term, the Contractor shall give notice to the parents/guardian of each SPED student to be transported, with a copy to the principal of that student's school, to inform them of the summer transportation schedule. In each case that there will be any change(s) to SPED transportation routes and/or schedules, the Contractor shall give written notice to the parents/guardian and school principal of each affected SPED student not less than three school days prior those changes taking effect.

Subsection 3.1.4 Compliance with Applicable Law. Without limiting anything else in this Agreement, the Contractor, at all times during the Agreement Term, must make and keep itself aware of, must understand, and must comply with all Applicable Law relating to transportation of SPED students and the equipment and vehicles used to transport SPED students, including, without limitation, the applicable provisions of: (i) the Americans with Disabilities Act ("ADA"), Public Law 110-325, as amended; (ii) the Individuals with Disabilities Education Act ("IDEA"), Public Law 94-142, as amended; (iii) Federal Motor Vehicle Safety Standards ("FMVSS") Nos. 213, 222, 403 and 404, and other National Highway Traffic Safety Administration ("NHTSA") standards and requirements; and (iv) Section 504 of the Rehabilitation Act of 1973, Public Law 93-112, as amended.

Section 3.2 Transportation for Activity Trips.

Subsection 3.2.1 District Requests. If and to the extent requested by the District, the Contractor shall provide transportation in connection with District-related activity, athletic, and/or field-trip events (each an "Activity Trip"). For avoidance of doubt, as authorized by the District, the District Passengers on an Activity Trip may in any particular case include, without limitation, District Students, coaches, teachers, chaperones, and/or others. In each case, the District shall contact the Contractor, for purposes of scheduling an Activity Trip, at least five calendar days prior to when the Activity Trip is scheduled to occur.

Subsection 3.2.2 Contractor Resources. The Contractor shall make reasonable efforts to provide transportation for Activity Trips using one or more drivers on the Driver List (defined in Section 4.5 herein) and one or more buses on the Bus List (defined in Section 5.2 hereto), before resorting to other drivers employed by the Contractor and/or other buses owned and/or operated by the Contractor. If the Contractor has sufficient drivers on the Driver List and buses on the Bus List to provide transportation for an Activity Trip without unreasonably interfering with the regularly scheduled District routes and schedules, that Activity Trip shall, for purposes of compensation payable to the Contractor, be classified as an "Activity Trip (B Trip)." If the Contractor does not have sufficient drivers on the Driver List and/or buses on the Bus List to provide transportation for an Activity Trip without unreasonably interfering with the regularly scheduled District routes and schedules, that Activity Trip shall, for purposes of compensation payable to the Contractor, be classified as an "Activity Trip (C Trip)." For avoidance of doubt, Activity Trips for middle school athletic events shall consist only of intra-District transportation, with trips departing approximately 1 ½ hours prior to the end of the school day and the return trips occurring after all regular routes have been completed; therefore, each such Activity Trip shall be classified as Activity Trip (B Trip).

Subsection 3.2.3 Scheduling of Activity Trips. Promptly following a request by the District (but in no event more than 24 hours following the request) for transportation in connection with an Activity Trip, the Contractor shall inform the District as to: (i) whether the Activity Trip will be classified as an Activity Trip (B Trip) or an Activity Trip (C Trip); and (ii) the cost of the Activity Trip based the pricing set forth in Exhibit "D" attached to this Agreement. In any and each case that an Activity Trip will be classified as an Activity Trip (C Trip), the District, in its sole discretion, may: (i) decline to schedule

the Activity Trip; or (ii) contact another transportation company to request transportation in connection with that Activity Trip. In each case that the District schedules an Activity Trip, regardless of whether it is an Activity Trip (B Trip) or an Activity Trip (C Trip), the Contractor shall assign a Route ID to that Activity Trip and provide the Route ID to the District in a scheduling-confirmation email.

Subsection 3.2.4 Cancellation of Scheduled Activity Trips. The District, in its sole discretion, may cancel any scheduled Activity Trip by contacting the Contractor for that purpose. If the District cancels a scheduled Activity Trip at least two hours prior to the time the first pick-up associated with the Activity Trip is to occur, the Contractor shall not charge the District any amount in connection with that Activity Trip. If the District cancels an Activity Trip less than two hours prior to the time the first pick-up associated with the Activity Trip is to occur, the Contractor may charge the District an amount up to the lesser of: (i) an amount equal to the driver's time and mileage, if any, to the pick-up point and back to the bus's starting point or, if applicable, next scheduled pick-up, whichever is a shorter distance; and (ii) seventy-five dollars. For purposes of the foregoing clause (i), the time and mileage fees shall be based on the applicable fees specified in Exhibit D hereto.

Subsection 3.2.5 Use of Buses Not On Bus List. If the District agrees that the transportation for any Activity Trip shall be performed using one or more buses that are not on the Bus List, the time and mileage charges for that Activity Trip: (i) shall commence at the scheduled time and (if applicable, first) pick-up place; and (ii) shall end when all District Passengers or, if applicable, empty buses have been returned to that starting point.

Section 3.3 Transportation for Emergency Purposes. If and to the extent requested by the District in the event of a local emergency, the Contractor shall use drivers on the Driver List and buses on the Bus List to provide transportation for evacuation and/or other emergency purposes. In such event, the Contractor's personnel shall: (i) be designated as Disaster Service Workers for purposes of the emergency; and (ii) work under the direction of one or more incident commanders (which may be personnel of the District or other appropriate public agency officials) as designated by the District. In each case, the District shall compensate the Contractor based on transportation pursuant to this Section being deemed and construed to constitute an Activity Trip (B Trip).

Section 3.4 Supervision of the Loading and Unloading of Buses. Notwithstanding that, in particular cases, an aide, parent or other person may be present, the driver of each bus shall be responsible for monitoring and supervising the loading and unloading of the bus at all pick-up and drop-off locations.

Section 3.5 Unsafe Conditions. In each case that weather, traffic accident, medical emergency, or other condition or situation makes it unsafe for a bus to continue any route or trip, the driver must stop the bus in a safe location and wait until conditions improve before continuing. The Contractor must in each such case promptly notify the District of the stoppage and any resulting delay.

PART 4. PERSONNEL-RELATED REQUIREMENTS

Section 4.1 Administrative Personnel.

Subsection 4.1.1 Authorized Contractor Representatives. The Authorized Contractor Representatives shall be full-time Contractor employees and shall be dedicated and on call (i.e., available to the District) during: (i) all business hours during the Agreement Term; and (ii) all other hours during the Agreement Term that any Transportation Services may be scheduled and/or in progress, including, without limitation, after business hours and on weekends. The Contractor shall ensure that

the Authorized Contractor Representatives have all requisite authority to act with respect to all matters within the scope of this Agreement (excluding, as applicable, authority to amend this Agreement).

Subsection 4.1.2 Designated Supervisor. Without limiting Subsection 4.1.1 herein, the Contractor shall designate at least one of the Authorized Contractor Representatives to act as a supervisor on behalf of the Contractor ("Supervisor"). The Supervisor shall be primarily responsible for administration of the Transportation Services and this Agreement. The Supervisor shall actively supervise all transportation operations, including, without limitation, periodically riding with drivers to conduct field reviews of driving practices and to observe loading and unloading practices at schools. The Supervisor shall maintain contact (at a minimum, daily) with the Authorized District Representative as directed by the District, in order to ensure consistently high standards of service.

Subsection 4.1.3 Other Administrators. Although not constituting a limitation on the employment by the Contractor of any person, the Contractor, in addition to the personnel described in Subsections 4.1.1 and 4.1.2 herein, shall employ, on a full time basis for purposes of this Agreement, sufficient accounting personnel, a contracts manager, a senior dispatcher, and a dispatcher.

Section 4.2 Driver Qualifications, Competency, Licensing, and Certification. For purposes of the Transportation Services and this Agreement, and without limiting anything else in this Agreement, the Contractor shall permit routes to be driven only by drivers who: (i) are qualified and competent; and (ii) have satisfied or otherwise are in full compliance with all statutory and regulatory requirements relating to drivers who transport public school students and others, including, without limitation, applicable licensing and certification requirements. As between the Parties, the Contractor shall be solely responsible for ensuring that each driver has the requisite qualifications and competency, and has satisfied or otherwise is in full compliance with statutory and regulatory requirements.

Section 4.3 Drivers Must Have Regularly Assigned Routes. Because it is essential for purposes of this Agreement, the Contractor shall, with respect to any particular route, assign the same driver to that route on a regular basis. In addition, the driver who is regularly assigned to any particular route must: (i) be qualified and competent; (ii) be familiar with that route; (iii) have been trained, to the extent necessary, specifically on that route; and (iv) have completed the required trial run(s) on that route in accordance with Section 2.2 herein. In no event, other than a bona-fide emergency situation, shall the Contractor: (i) reassign any driver to another route more than once every regular school year, or more than once every summer school and extended school year session, absent the written consent of the District; or (ii) use of any new, substitute, or reassigned driver who has not become familiar with the route to which the driver is to be assigned, or who has not completed the required trial run(s) on that route in accordance with Section 2.2 herein. The Contractor shall continuously update all route books for new, substitute, and reassigned drivers to ensure that no pick-ups or drop-offs are missed.

Section 4.4 Use of Local Drivers.

Section 4.4.1 Requirement. The Contractor shall make reasonable and continuous efforts to hire, train, and employ drivers who reside within the District's boundaries and/or surrounding local areas, such that Contractor will have a pool of locally-based drivers who are qualified, experienced and licensed consistent with the requirements of this Agreement. The number of drivers in the local pool ultimately shall be sufficient to adequately and appropriately serve all District routes and runs at the levels of service required by this Agreement, assuming typical rates of driver absenteeism due to illness or similar reasons. The Contractor shall phase-in the locally-based drivers (and correspondingly phase-out the use of out-of-town drivers) as and when the Contractor determines, in each case, that the locally-based driver satisfies all criteria for being able to safely and adequately serve District routes and

runs. Until such time as all drivers for District routes/runs are locally-based drivers, the Contractor shall report in writing to the District, not less than once every two weeks, regarding the status of the Contractor's efforts to hire, train, employ, and phase-in the locally-based drivers.

Section 4.4.2 Contractor Responsibility. The Contractor hereby represents and warrants that it will perform its obligations pursuant to this Section 4.4 in such manner(s) as shall not violate or otherwise be contrary to or inconsistent with: (i) any law, regulation, rule, order, or other governmental requirement, including, without limitation, any labor or employment-related law; or (ii) any contract to which the Contractor or any driver may be bound, whether as a party, signatory, or otherwise, including, without limitation, any labor union contracts. The Contractor, in accordance with Part 6 of the General Provisions, shall indemnify, defend, and hold-harmless the District, the District Board and each member thereof, and the District's officers, employees, volunteers, agents, and other representatives (collectively, but not including the District, the "District Agents"), and each of them, with respect to any and all Liabilities that arise from matters within the scope of this Section, including, without limitation, each claim or allegation that implementation of this Section results in violation of any labor or employment-related law.

Section 4.5 Driver List. Prior to the Service Commencement Date, the Contractor shall provide to the District a printed list ("Driver List") that contains all of the following information for each driver of the buses to be used to provide the Transportation Services: (i) first and last name; (ii) sex, height, weight, eye color, and hair color; (iii) commercial vehicle driver license number; (iv) school bus driver endorsement number; and (v) date of hire by the Contractor. Subsequent to the Service Commencement Date, on the first day of each calendar quarter during the Agreement Term, the Contractor shall provide to the District an updated Driver List with any and all information that has changed since the prior Driver List highlighted for ease of reference. The Contractor shall be responsible for ensuring that each driver, on a continuous basis during the Agreement Term, satisfies or otherwise conforms to all applicable requirements of this Agreement and Applicable Law.

Section 4.6 Backup Drivers. To accommodate drivers who may be absent from work due to illness or other reasons, the Contractor shall at all times during the Agreement Term have backup drivers available, each of whom must satisfy all applicable requirements of this Agreement. The number of such backup drivers who must be available shall be equal to ten percent (rounded to the nearest number) of the total number of drivers reasonably required to perform the Transportation Services in accordance with this Agreement. Each and all backup drivers shall be specified on each version of the Driver List prepared in accordance with Section 4.5 herein, and, in each such case, the assigned Route ID shall be specified as "backup."

Section 4.7 Driver Orientation Programs.

Subsection 4.7.1 General Program for All Drivers. The Contractor shall conduct a mandatory orientation program (in one or more sessions) for all drivers, including, without limitation, backup drivers, specified on the Driver List. The orientation program shall provide relevant information, instructions, and guidance to drivers in regard to, among other appropriate and/or necessary topics, all of the following: (i) the District and its schools; (ii) relationships with schools and the general public; (iii) relationships with parents/guardians of students; (iv) student management; (v) discipline on school buses and at designated bus stops; and (vi) sensitivity in regard to students and others with disabilities. Prior to conducting the orientation program, the Contractor shall obtain the District's approval of the program outline and instructional materials. The Contractor shall ensure that each driver understands the pertinent concepts discussed during the orientation program, by: (i) facilitating questions and

answers; and (ii) conducting such quizzes or other tests as necessary for the Contractor to ascertain whether each driver understands and can apply those pertinent concepts.

Subsection 4.7.2 Additional Program for SPED Drivers. The Contractor shall provide additional mandatory training, as provided in this Subsection, for all drivers who will transport any one or more SPED students. The Parties shall coordinate as necessary for the additional training to be developed and presented jointly by Contractor and District personnel. Such additional training shall include information, instructions, and guidance for drivers in regard to, among other topics, techniques for interacting with SPED students. The Contractor shall ensure that each driver understands the pertinent concepts discussed during the orientation program, by: (i) facilitating questions and answers; and (ii) conducting such quizzes or other tests as necessary for the Contractor to ascertain whether each driver understands and can apply those pertinent concepts.

Subsection 4.7.3 District Representatives May be Present. The Contractor shall invite the Authorized District Representatives, and shall allow them or such District representatives as they designate, to be present and to observe all sessions of the orientation programs provided in accordance with this Section 4.7.

Subsection 4.7.4 Successfully Completion Required. The successful completion by a driver of the orientation program described in Subsection 4.7.1 and, if applicable, the orientation program described in Subsection 4.7.2 shall be a condition precedent to the Contractor allowing that driver to perform any of the Transportation Services. If the Contractor adds any one or more drivers to the Driver List as may be authorized by this Agreement, the Contractor, in accordance with this Section 4.7, shall ensure that each of those additional drivers successfully complete the required orientation program(s) prior to performing any of the Transportation Services.

Section 4.8 Prevention of Substance Abuse. At all times during the Agreement Term, the Contractor shall comply with and, as applicable, cause its drivers to comply with Title 49, Subpart B, Chapter III, Subchapter B, Part 382 of the Code of Federal Regulations ("CFR"), including, without limitation, requirements for drug, alcohol, and/or controlled substances testing. Without limiting the foregoing, at all times during the Agreement Term, the Contractor shall: (i) enforce the requirements of Title 49 CFR Part 382; and (ii) have in effect a policy regarding the abuse of alcohol and controlled substances that complies with Title 49 CFR Section 382.601 *et seq*. ("Substance Abuse Policy"). Prior to allowing any particular driver to provide any Transportation Services, the Contractor shall: (i) provide to the driver such educational materials as adequately explain the requirements of Section 382.601 and the Contractor's policies and procedures intended to satisfy those requirements; and (ii) obtain the driver's signature on a statement certifying that he, she, or they received a copy of such educational materials (each a "Certification"). The Contractor shall not allow any driver who refuses to accept the educational materials and/or sign the Certification to provide any Transportation Services pursuant to this Agreement. The Contractor shall: (i) maintain all such Certifications until expiration of the applicable records-retention period specified in Section 1.3 of the General Provisions; and (ii) without limiting anything else in this Agreement, make the Certifications available for review and copying by the District upon request.

Section 4.9 Safety Instructions and Plans.

Subsection 4.9.1 Drivers and Other Operations Personnel. The Contractor shall cause one or more State of California-certified instructors to provide formal safety instruction, on a regular basis and in accordance with applicable statutory and regulatory requirements, to all operating personnel assigned to perform any work in connection with the Transportation Services and/or this

Agreement. The Contractor shall require that all such operating personnel attend regularly-scheduled safety meetings at least ten times every school year. Two weeks prior to every safety meeting, the Contractor shall give notice of the meeting to the District. The District shall have the right to attend any or all of the safety meetings and, during the meetings, may discuss District concerns and/or provide information relevant to the topic(s) of discussion. The Contractor shall: (i) prepare an attendance log for each safety meeting; (ii) maintain those logs until expiration of the applicable records-retention period specified in Section 1.3 of the General Provisions; and (iii) without limiting anything else in this Agreement, make the attendance logs available for review and copying by the District upon request.

Subsection 4.9.2 Students. The Contractor (in cooperation with and jointly with the District) shall develop and provide "safe riding" and "evacuation" instructions to District Students. Such instructions shall conform with Applicable Law, including, without limitation, current regulatory requirements. In addition, without limiting its other obligations and prior to commencing the Transportation Services, the Contractor shall: (i) develop a transportation safety plan that satisfies the requirements of Education Code Section 39831.3, including, without limitation, procedures for ensuring that no pupil is left unattended on any bus and for reporting to the District and the California Department of Motor vehicles as required pursuant to Education Code Section 39843; and (ii) obtain the District's approval of the transportation safety plan, which approval the District, in its reasonable discretion, may grant, deny, or condition. In each case that the District requires revisions to the transportation safety plan, the Contractor shall provide a copy of the final, revised transportation safety plan to the District. In addition, without limiting its other obligations, the Contractor shall comply with all requirements of Education Code Section 39831.5, both prior to commencing the Transportation Services and as needed during the Agreement Term.

Section 4.10 Driver Uniforms and ID Badges. The Contractor shall provide uniforms and identification badges to all drivers, and shall require that each driver wear the uniform (which must be clean, well fitting, and not appear disheveled) and identification badge at all times while on duty. A driver's identification badge must prominently display a picture of the driver, the driver's name, and the Contractor's company name. A driver's identification badge shall be worn in a conspicuous location on the outside of the driver's clothing, so that it can easily be viewed by District Passengers, District personnel, parents/guardians, and others.

Section 4.11 Additional Contractor Obligations. Without limiting any other requirement of this Agreement or Applicable Law, the Contractor shall provide instructions to its drivers regarding, and shall cause its drivers to fully comply with, all of the following:

(i) Each driver must at all times comply with all traffic laws and other applicable provisions of the California Vehicle Code, and all other laws relating to the safe transportation of pupils;

(ii) The use of cigarettes, cigars, chewing tobacco, and/or other tobacco or marijuana products (regardless of form) by any person (including, without limitation, any driver, aide, student, other passenger, administrator, supervisor, and maintenance staff) is prohibited while on any bus (regardless of whether there are any passengers on the bus), and while on any property owned or otherwise controlled by the District, and drivers must at all times enforce that prohibition;

(iii) It is strictly forbidden for a driver, while having custody or control of any bus, including when transporting District Students, to: (1) engage in the unlawful manufacture, dispensation, possession or use, including being under the influence, of any controlled substance; (2) possess or use any alcohol or alcoholic beverage; or (3) use or be under the influence of any legal or illegal substance which may cause significant impairment of normal abilities (including, without limitation, marijuana).

(iv) Except in the event of an emergency, a driver (and, if any, an aide) is prohibited from using a cell phone or similar device (1) while the bus is in motion, and (2) at other times when the use of such device reasonably might interfere with work duties and/or the needs of the students;

(v) Unless approved in advance, in writing, by the District, drivers must prevent any and all unauthorized persons from boarding or otherwise being present on any buses; and

(vi) In each case that it appears to a driver that he, she, or they will be ten or more minutes behind scheduled in arriving at a destination, the driver shall inform the Contractor's dispatcher, who shall inform the District, and the District shall inform the impacted school(s).

Section 4.12 Driver Evaluations. The Contractor shall evaluate each driver at least once each semester (of each regular school year during the Agreement Term) by observing his, her, or their driving practices with respect to safety, mechanical operation, conformance with laws, policies and regulations, adherence to established routes and schedules, interacting with students, and other factors relevant to the transportation of students. The Contractor shall: (i) keep full and accurate copies of all driver evaluations until expiration of the applicable records-retention period specified in Section 1.3 of the General Provisions; and (ii) without limiting anything else in this Agreement, make such evaluations available for review and copying by the District upon request. All drivers assigned to perform services under the contract shall maintain a minimum evaluation rating of "satisfactory" in all evaluation categories.

Section 4.13 Unsatisfactory Performance. If at any time the District reasonably determines that the performance of any driver, administrator, or other person working for the Contractor in connection with the Transportation Services and/or this Agreement is unsatisfactory, or that any such person has violated and/or continues to violate any Applicable Law or requirement of this Agreement, the Contractor shall replace such person with another person whom the Contractor believes will be reasonably satisfactory to the District. The Contractor shall implement such replacement promptly following written notice from the District; provided that, if the District has indicated that the person to be replaced is not cooperative or responsive to the District, the Contractor shall replace that person within twenty-four hours after receipt of the notice from the District. Otherwise, absent the District's written consent (which consent the District, in its reasonable discretion, may deny, delay, or condition), the Contractor shall not replace any of such administrative personnel except for good cause, which includes in any particular case, but is not limited to, that the person is no longer employed by the Contractor or is on long-term leave from his, her, or their employment with the Contractor.

Section 4.14 Compliance with Applicable Law. At all times during the Agreement Term, and without limiting anything else in this Agreement, the Contractor must keep itself aware of, must understand, and must comply with all Applicable Law relating to personnel employed or otherwise used in connection with the Transportation Services and/or this Agreement, regardless of whether any such Applicable Law is in effect as of the Effective Date or takes effect thereafter.

Section 4.15 Prohibition Against Unlawful Discrimination. The Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate in violation of any applicable federal, State of California, or other law, rule, regulation, or governmental requirement, including, but not limited to discrimination against any employee or applicant for employment on account of such person's race, religion, color, national origin, ancestry, sex, or age. The Contractor must apply such policy of non-discrimination in connection with all activities related to initial employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination of Contractor's employees.

PART 5. BUS-RELATED REQUIREMENTS

Section 5.1 Contractor to Use Only Approved Buses. Each and all buses used in connection with the Transportation Services shall be approved school buses as defined by, or otherwise consistent with, all Applicable Law. The Contractor shall be responsible for installing new bus-related equipment, modifying existing bus-related equipment, and/or modifying or replacing buses, as may from time to time be necessary to accommodate changes in Applicable Law and maintain the approved status of the buses. Without limiting the foregoing, the Contractor shall be responsible for equipping each bus with a fire extinguisher in accordance with Education Code Section 39838 and other applicable law.

Section 5.2 Bus Information. Prior to the Service Commencement Date, the Contractor shall provide to the District a printed list that contains all of the following information for each bus to be used to provide the Transportation Services ("Bus List"): (i) the unique number or alpha-numeric identification prominently painted or otherwise affixed to the outside of the bus (each a "Bus Number"); (ii) bus chassis type (i.e., Type I, Type II, *et cetera*); (iii) manufacturer; (iv) manufacture date; (v) vehicle identification number ("V.I.N."); and (vi) the assigned Route ID. The assigned Route IDs in the Bus List shall correspond to the Route IDs set forth in the established/approved routes and schedules. Subsequent to the Service Commencement Date, on the first day of each calendar quarter during the Agreement Term, the Contractor shall provide to the District an updated Bus List, with any and all information that has changed since the prior Bus List highlighted for ease of reference. Bus Lists provided pursuant to this Section shall be provided to the District concurrently with the Driver Lists provided pursuant to Section 4.5 herein. The Contractor shall be responsible for ensuring that each bus on the Bus List, on a continuous basis during the Agreement Term, satisfies or otherwise conforms to all applicable requirements of this Agreement and Applicable Law.

Section 5.3 Backup Buses. To accommodate buses being withdrawn from service due to mechanical issues or other reasons, the Contractor shall have backup buses available, each of which must satisfy all applicable requirements of this Agreement. The number of such backup buses that must be available shall be equal to ten percent (rounded to the nearest number) of the total number of buses reasonably required to perform the Transportation Services in accordance with this Agreement. Each backup bus must be located such that there will be no unreasonable delay when a backup bus is to be substituted for a bus that cannot be used on its regularly assigned route, provided that no such delay shall exceed 30 minutes. Each and all backup buses shall be specified on each version of the Bus List prepared in accordance with Section 5.2 herein, and, in each such case, the assigned Route ID shall be specified as "backup."

Section 5.4 Vintage and Temporary Buses. The Contractor shall not use (or permit to be used) for purposes of the Transportation Services any bus that is ten years old or older. In each case that it becomes necessary, because of the number of buses on the Bus List that are then out of service, for the Contractor to use for purposes of the Transportation Services any bus that is not on the Bus List (each a "Temporary Bus"), the Contractor must obtain the District's consent prior to use of the Temporary Bus. The District shall consent to use of a Temporary Bus only if the Contractor demonstrates and/or documents that the Temporary Bus substantially complies with the requirements of this Agreement. If, notwithstanding the age restriction for buses set forth above in this Section, the Contractor desires to use a Temporary Bus that is ten years old or older, the District must expressly consent to the Temporary Bus being ten years old or older; provided that no such consent shall be deemed or construed to constitute an acceptance by the District of any responsibility or liability whatsoever relating to the Temporary Bus or the use of the Temporary Bus. In no event shall the use of any Temporary Bus for purposes of the Transportation Services exceed a total of three consecutive calendar days.

Section 5.5 Ownership and Control of Buses. As between the Parties, and notwithstanding anything to the contrary, the Contractor shall for all purposes of this Agreement be deemed and construed to have and, at all times, to have retained: (i) any and all ownership interests and other rights in and to the buses used for purposes of the Transportation Services; and (ii) full custody and control of the buses used for purposes of the Transportation Services.

Section 5.6 Compliance with Applicable Law. At all times during the Agreement Term, and without limiting anything else in this Agreement, the Contractor must keep itself aware of, must understand, and must comply with all Applicable Law relating to school bus equipment and condition, and to the ownership, operation and maintenance of school buses, regardless of whether any such Applicable Law is in effect as of the Effective Date or takes effect thereafter. Such Applicable Law includes, but is not limited to, the laws and regulations listed below in this Section. For avoidance of doubt, such list of Applicable Law is included for purposes of convenience and example only, and it shall not be deemed or construed to be a comprehensive list of Applicable Law. Notwithstanding anything to the contrary, the Contractor is solely responsible for ensuring that each and all buses that it uses for purposes of the Transportation Services, and the ownership, operation, and maintenance of such buses, shall comply in all respects with Applicable Law, regardless of whether referenced in the list below. Subject to the foregoing, Applicable Law includes, without limitation, applicable provisions of:

(i) California Vehicle Code, Sections 2807 and 2807.1 (inspection and display of inspection certificate), Section 5000 *et seq.* (license and identification plates), Section 10701 *et seq.* (vehicle licensing), Section 12517 (driver license/certificate in driver's immediate possession), Section 22112 (turning, stopping, and turn signals), Section 22452 (railroad grade crossings), Section 23125 (use of wireless telephones), Section 24609 (rear lighting), Section 25102.5 (side and fender lighting), Sections 25257, 25257.2, 25257.5, and 25257.7 (flashing and colored lights), Sections 26700 *et seq.* (windshields and mirrors), Sections 27316 and 27316.5 (passenger restraint systems), Section 27906 (signs), Section 28160 (child safety alert systems), Section 34500 *et seq.* (safety regulations), and Section 35400 (vehicle length);

(ii) Title 13 of the California Code of Regulations ("CCR"), Chapter 6.5 (motor carrier safety), commencing with Section 1200;

(iii) Title 49 CFR Section 567 (certification and labeling of buses), Section 571.217 (emergency exits and window retention), Section 571.220 (rollover protection), Section 571.221 (body joint strength), Section 571.222 (passenger seating and crash protection), Section 571.225 (child restraint systems), and Section 571.403 (platform lift systems);

(iv) California Education Code Section 39830 *et seq.* (school bus transportation services);

(v) California Health and Safety Code, Section 11362.79 (medical marijuana), and Section 43108 (certification of emissions standards); and

(vi) Regulations established pursuant to Health and Safety Code Section 39640 *et seq.* (idling of school buses).

Section 5.7 Compliance with Environmental Laws. As part of its obligations pursuant to Section 5.6 herein, and in connection with the ownership, operation, use, and maintenance of buses and associated parking and maintenance facilities, the Contractor shall comply with all Applicable Law relating to environmental quality, protection and compliance, including, without limitation, Rule 1195 of the South Coast Air Quality Management District (Clean On-Road School Buses).

Section 5.8 Maintenance of Buses. The Contractor must regularly perform preventive maintenance on each bus, in accordance with recommendations by, or as approved by, the manufacturer of the bus and the CHP. The Contractor shall perform such repairs and do such other things as necessary to keep each bus in a safe and good operating condition. Without limiting the foregoing, the Contractor shall repair any and all visible body damage, whether the damage is on the inside or outside of the bus, immediately after such damage occurs or as soon thereafter as reasonably possible. The Contractor shall: (i) contemporaneously prepare full and adequate records relating to the maintenance of the buses; (ii) maintain all such maintenance records until expiration of the applicable records-retention period specified in Section 1.3 of the General Provisions; and (iii) without limiting anything else in this Agreement, make the maintenance records available for review and copying by the District upon request.

Section 5.9 Cleanliness and Appearance of Buses. The Contractor shall clean each bus (inside and out) and do such other things as necessary to satisfy the requirements of this Section. The Contractor shall ensure that all interior areas of each bus (including, without limitation, the passenger and driver compartment(s), dash area, ceiling, floor, and interior side panels) are consistently clean and sanitary, and have an unblemished, unmarked, and freshly-painted appearance. The Contractor shall repair or replace any and all ripped, torn, or worn-out seats/seat cushions. Except as expressly authorized by this Agreement, the Contractor shall not permit any banners, posters, flyers, pictures, or other materials to be displayed in or on any bus, including, without advertisements and political materials. Notwithstanding the foregoing prohibition, but subject to any display being of reasonable size and not impairing visibility or otherwise creating a safety hazard, the Contractor: (i) may display materials, on each annual School Bus Driver Appreciation Day, acknowledging its drivers; and (ii) shall permit displays when transporting students to and from any athletic competition, performance, or similar event in which District students will be participating. The Contractor shall maintain the exterior of each bus (including, without limitation, the paint, body, bumpers, tires, and other exterior components) in a clean and good condition, including, among other things, removing or repairing any and all visible oxidation, corrosion, and/or body damage promptly after those conditions occur.

Section 5.10 Display of Route IDs. Each bus on the Bus List shall have an exterior bracket that can be used to display the then-current Route ID on a metal placard. The bracket shall be installed forward of the right front wheel, next to the entrance door, in a conspicuously-visible location. The bracket shall be designed: (i) to hold a metal placard that is not less than 6 inches by 6 inches in size; and (ii) to allow the metal placard to be removed and replaced in order to display different Route IDs. Route IDs shall be printed, painted, or otherwise shown on the metal placard in 4 inch-high red or black numbers, on a white background. The Contractor shall cause the applicable Route ID to be displayed on a bus at all times while that bus is being used to provide Transportation Services.

Section 5.11 Parking and Maintenance Facilities. The Contractor shall have (or shall have made arrangements for) all areas and facilities needed for: (i) parking and maintenance of buses; and (ii) parking of personal or business vehicles by the Contractor's drivers and other employees. In no event shall the Contractor or any of its employees use any District schools or other facilities for any of the foregoing purposes.

Section 5.12 Additional Contractor Obligations.

Subsection 5.12.1 Applicability. Without limiting the Contractor's obligation, as described in Sections 5.6 and 5.7 herein, to comply with Applicable Law, every bus used to transport District Passengers must also comply with the requirements set forth in this Section 5.12. References in this Section 5.12 to vehicles and vehicle components shall be interpreted as references to the buses and

components of the buses used for purposes of performing the Transportation Services. For purposes of this Agreement: (i) a "Type I" school bus is a vehicle designed to carry more than 16 passengers and the driver; and (ii) a "Type II" school bus is a vehicle designed to carry not more than 16 passengers and the driver, or a vehicle manufactured on or after April 1, 1977, having a manufacturer's gross vehicle weight rating of 10,000 pounds or less, and designed to carry not more than 20 passengers and the driver. In the event of any conflict between any mandatory requirement of Applicable Law and any requirement of this Section 5.12, the requirement of Applicable Law shall govern.

Subsection 5.12.2 Engines and Drive Trains. The engine, transmission, and other drive-train components on each bus shall, as applicable, satisfy each and all of the following requirements:

(i) Engines must run reasonably well, without any obvious lack of power, without overheating under normal use, and with a minimum of noise and/or smoke from the exhaust;

(ii) None of the drive-train components shall have any major fluid leaks of any kind; and

(iii) Standard transmissions must not be unusually difficult to shift in or out of any gear, and the clutch must be in good working order and adjusted properly;

(iv) Each bus with a standard transmission must be equipped with an accurate tachometer, visible from the driver's seat, and illuminated during darkness; and

(v) Automatic transmissions must shift without causing passenger discomfort, and each shift should be within the correct engine RPM range.

Subsection 5.12.3 Suspension and Steering Components. The suspension and steering components on each bus shall satisfy both of the following requirements:

(i) With all tires properly inflated, at any legal speed, and under all normally-encountered conditions (e.g., traffic and weather conditions, road surfaces, and vehicle loads), buses must at all times remain directionally stable and handle predictably; and

(ii) Any and all front-end "shimmy," excessive steering "play," and/or steering "pull" in any direction is unacceptable and must be prevented through preventative maintenance or, if any of those conditions occur despite reasonable preventative maintenance, must be repaired immediately upon the Contractor becoming aware of the conditions.

Subsection 5.12.4 Mirrors. Each bus shall, as applicable, be equipped as follows:

(i) *Transit Buses:* A convex mirror (not less than six inches in diameter) must be attached, by means of a separate bracket, to the right side (flat) rear-view mirror bracket on each bus, in such a way as to afford the seated driver a clear and unobstructed view of the "blind" area along the immediate right-hand side of the bus (a "stick-on" type of convex mirror affixed to the surface of the flat mirror will not satisfy this requirement);

(ii) Conventional Buses: A crossview mirror shall be mounted on the left front fender of each bus; and an additional convex mirror, identical in size to the crossview mirror, shall be mounted on the right front fender of each bus, adjustable in such a way as to afford the seated driver a clear and unobstructed view of the "blind" area along the immediate right-hand side of the bus (which shall include a clear view of the ground next to the right front tire, and the area between that tire and the entrance door);

(iii) Type II Buses: A crossview mirror shall be mounted on the left front fender of each bus, adjustable in such a way as to afford the seated driver visual access to the entire mirror surface,

without leaning forward or otherwise moving from a normal driving position; and a small convex mirror shall be attached, by means of a separate bracket, to the right side (flat) rear-view mirror bracket, in such a way as to afford the seated driver a clear and unobstructed view of the "blind" area along the immediate right-hand side of the bus (a "stick-on" type of convex mirror affixed to the surface of the flat mirror will not satisfy this requirement).

Subsection 5.12.5 Other General Requirements for Buses. Each bus shall also satisfy each and all of the following general requirements:

(i) So that the District shall have the same ability to track driver's routes as the Contractor, the Contractor shall provide the District with compatible software that affords the District the ability, at least as good as the Contractor, to track buses with GPS tracking by Zonar Systems, which shall refresh not less than every 20 seconds;

(ii) Each bus must be equipped with a two-way radio or mobile phone that have been approved by the District and that must be maintained in good working order at all times, so that the Contractor and the District may contact the driver of each bus when needed;

(iii) Each bus must be equipped with an accurate speedometer (which must be clearly visible from the driver's seat and illuminated during darkness) and an accurate odometer;

(iv) Each bus, if any, that has a capacity (both passengers and driver) of 79/97 or more shall be equipped with full air brakes, in the largest size available for that bus's particular chassis;

(v) Each bus must be equipped with an effective hot-air type windshield defrosting device, and all defroster vents and ducts must be kept clean and free of obstructions that might block or restrict the volume of air passing through the vents and/or ducts;

(vi) Each bus must be equipped with an effective air conditioning system, for both passengers and the driver, to be used when increasing or sufficiently-warm temperatures warrant;

(vii) All interior wiring in each bus shall be fully concealed behind the dash and/or otherwise routed in such a way as to be concealed from view of anyone in the passenger/driver compartment;

(viii) Each bus must comply with all State of California requirements relating to installation of seatbelts/restraint systems and use of such seatbelts/restraint systems by students;

(ix) Each Type II bus shall have a USDOT-approved seatbelt/restraint system installed (one complete, functional safety restraint system that is in good working order, is fully adjustable, and has no knots in the webbing/straps) for each passenger seat based on the maximum legal capacity of the bus;

(x) Each bus must be equipped with an alarm system to prevent students from being left unattended on the bus at the end of a route; and

(xi) Each transit bus shall be equipped with an enclosed luggage compartment having a capacity adequate to accommodate all sports and band equipment, luggage, camping gear, *et cetera* normally associated with Activity Trips of typical nature.

Subsection 5.12.6 Other Requirements for SPED Buses. Without limiting the application of the requirements set forth in Subsection 5.12.5 herein, each bus used for transportation of SPED students shall, in addition, conform to each and all of the following requirements:

(i) Each bus that transports SPED students shall have seat straps or restraints for such students and, immediately upon a SPED student boarding the bus and for the duration of the trip, the

driver shall be responsible for properly fastening and adjusting such straps or restraints, or, as applicable, confirming that such straps or restraints are properly fastened and adjusted; and

(ii) The Contractor, prior to use, shall obtain the District's approval of each and all mechanically-, hydraulically-, or electrically-operated lifts on the buses, and no ramp may be used or be approved by the District unless the ramp is built-in to the bus.

Section 5.13 Review, Inspection, and Approval by District. Each and all buses and facilities used for purposes of the Transportation Services and/or this Agreement shall be subject to ongoing review, inspection, and approval by the District, based on the requirements of this Agreement. The District, at any time and without need to provide notice to the Contractor, may inspect any or all of the buses and/or the facilities where any buses are located, including, without limitation, during periods when buses are transporting District Students and/or other District Passengers. Notwithstanding anything to the contrary, the District hereby has a license for its officers, staff, consultants, and/or other representatives ("Inspection Staff"), at/on any and all reasonable times and dates, to enter in and upon: (i) any bus shown on the Bus List; and (ii) any area, facility, place, and/or location where any one or more of the buses used for purposes of the Transportation Services are parked or otherwise located, including, without limitation, any maintenance facility ("License"). The Inspection Staff shall have the right, pursuant to the License, to enter any bus, for purposes of conducting reviews, inspections, and/or other visits reasonably related to the Transportation Services and/or this Agreement (each a "Review"), including, without limitation, to confirm compliance with the requirements of this Agreement. The District, in its sole discretion, may undertake any such Reviews either with or without notice to the Contractor. The Contractor shall reasonably cooperate with and facilitate any and all such Reviews. However, neither the failure by the District to undertake any one or more Reviews, nor the failure by the District to fully or adequately undertake any one or more Reviews, shall be deemed or construed to: (i) relieve the Contractor of any its obligations or responsibilities pursuant to this Agreement; (ii) constitute a waiver or release by the District; or (iii) constitute an assumption of liability by the District.

PART 6. VIDEO/AUDIO RECORDINGS

Section 6.1 Interior Video/Audio Monitoring Systems.

Subsection 6.1.1 General Requirements. The Contractor shall equip each bus with an interior digital video/audio monitoring system as described in this Section 6.1. Each system shall have a sufficient number of high-definition cameras (each with an integrated or external high-definition microphone) to allow recording of the passenger areas, the stepwell/doorway and the driver area (each an "Interior Recording"). The cameras shall be of sufficient number, and the Interior Recordings shall be of sufficient quality, to permit each person in any of those areas of the bus to be clearly viewed and identified, and his, her, or their actions and normal speaking voice to be monitored. Without limiting the foregoing: (i) each bus must have at least two cameras, although larger buses generally will require more than two cameras; and (ii) buses transporting SPED students shall have at least two cameras, with one camera in the front of the bus pointing rearward, and one camera in the back of the bus pointing forward; provided that a third camera shall be installed if the driver area and/or student loading doorway are not adequately covered by the other cameras. Each and all of the Interior Recordings shall: (i) automatically incorporate accurate time- and date-stamp information; and (ii) be made, stored, and provided in a non-proprietary format that can be viewed using standard desktop video applications.

Subsection 6.1.2 Notice Requirements. The Contractor shall post a notice to passengers in a conspicuous location on each bus to notify them that they are being recorded, both video and audio, and that the Interior Recordings may be used as evidence in disciplinary or legal

proceedings and/or disclosed to law enforcement. The Contractor shall obtain the District's approval of the form/content and the intended location(s) of the notice prior to posting it on the buses.

Section 6.2 Exterior Video Monitoring Systems.

Subsection 6.2.1 General Requirements. The Contractor shall equip each bus with exterior video monitoring systems as described in this Section 6.2. One such system shall include a high-definition camera installed on the retractable stop sign mounted on the side of the bus, to record vehicles that violate the requirement to stop when the red lights on the bus are flashing. The other system shall include two or more high-definition cameras mounted on the exterior of the bus that record the sides, front, and rear of the bus, and areas adjacent to the sides, front, and rear of the bus. Notwithstanding the foregoing, the Contractor may install a single system that satisfies both of the foregoing requirements. In addition, any or all of those systems also may record audio. Each and all of those recordings (each an "Exterior Recording") shall: (i) automatically incorporate accurate time- and date-stamp information, as well as symbols indicating activation of amber lights, flashing red lights, the stop-sign arm, and brakes; and (ii) be made, stored, and provided in a non-proprietary format that can be viewed using standard desktop video applications.

Subsection 6.2.2 Notice Requirements. With respect to the camera on the retractable stop-sign arm, the Contractor shall post a notice in a conspicuous location on the exterior of each bus to notify drivers of vehicles behind the bus that the requirement to stop when lights are flashing is being enforced by video. The Contractor shall obtain the District's approval of the form/content and the intended location(s) of the notice prior to posting it on the buses.

Section 6.3 Retention and Destruction of Interior Recordings. Unless requested by the District as provided in Section 6.4 herein, or if Applicable Law provides for a longer records-retention period, the Contractor shall retain each and all Interior Recordings and Exterior Recordings (collectively, "Recordings") made on any particular date for a period of 90 days from that date. In each case, the Contractor shall permanently and irrevocably destroy the Recordings promptly after the end of the 90-day period applicable to those Recordings. Commencing with the first full month during the Agreement Term that is more than 90 days from the Service Commencement Date, and concurrently with providing each monthly invoice to the District in accordance with Section 8.4 herein, the Contractor shall provide to the District a written certification regarding the destruction of the Recordings. Such certification shall: (i) set forth each of the dates of the Recordings older than 90 days old that have been destroyed; (ii) affirmatively certify that such Recordings have been permanently and irrevocably destroyed; and (iii) affirmatively certify that there are no other Recordings older than 90 days old (other than Requested Recordings as defined below) that have not been destroyed. The Contractor shall obtain the District's approval of the form of the certification, prior to first submitting any certification to the District. Notwithstanding the foregoing, if, pursuant to Section 6.4 herein, the District has requested copies of Recordings made on any specific date or dates ("Requested Recordings"), the Contractor shall retain the Requested Recordings for: (i) a period of not less than one-year after the District informs the Contractor that any related investigation and proceedings have been completed; or (ii) such shorter period of time as the District may determine or agree. In each case, upon destroying any Requested Recordings, the Contractor shall provide to the District a written certification stating that the Requested Recordings have been destroyed, and specifying each of the dates such destroyed Requested Recordings were made.

Section 6.4 Storage and Access to Recordings. As between the Parties, each and all of the Recordings shall be deemed and construed for all purposes to constitute confidential information and to include personally-identifiable information, and the Contractor may access, release, or otherwise

disclose any one or more of the Recordings only as specifically provided in this Section 6.4. The Contractor shall store each and all Recordings in a manner that ensures and protects the privacy, integrity, and authenticity of the Recordings. The Contractor shall not allow any vendor or other third-party, including, without limitation, any third-party that installs or services any camera or recording system, to access any of the Recordings. The Contractor shall designate a limited number of individuals from among its directors, supervisors, and/or administrators who shall have access to the Recordings ("Designated Individuals"). The Contractor shall ensure that only Designated Individuals have access to the Recordings, and that they access the Recordings only for purposes reasonably related to this Agreement and/or the Transportation Services, and the Contractor shall develop and ensure compliance with procedures for protecting and documenting the chain of custody for the Recordings. Except as required or authorized by a court of competent jurisdiction, the Contractor shall in all events maintain the confidentiality of the Recordings that it accesses. However, notwithstanding anything to the contrary, and promptly following any and each request by the District for copies of any particular Recordings, the Contractor shall provide those copies to the Authorized District Representatives, via an online file-sharing application that encrypts files on an end-to-end basis (such as Firefox Send) or by such other secured means as agreed by the District.

Section 6.5 Compliance with Applicable Law. In the event any change in Applicable Law subsequent to the Effective Date results in any inconsistency between this Part 6 and Applicable Law, this Part 6 shall remain in effect; provided that, to the extent (and only to the extent) necessary to resolve such inconsistency, this Part 6 shall be interpreted in a manner consistent with such Applicable Law.

Section 6.6 Survival. With respect to Recordings made prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 6 shall survive termination of this Agreement.

PART 7. CONTRACTOR REPORTING REQUIREMENTS

Section 7.1 Daily Transportation Schedule. At or before 8:00 a.m. Pacific time on each day that the Contractor is scheduled to transport any District Passengers, the Contractor shall provide to the District a schedule of information for the Transportation Services to be provided that day ("Daily Transportation Schedule"). The Contractor shall provide each Daily Transportation Schedule, via email, to each and all of the Authorized District Representatives. Thereafter, the Contractor shall promptly provide notice to the District if anything on the Daily Transportation Schedule changes and the reason for such change. Prior to submitting the first Daily Transportation Schedule in accordance with this Agreement, the Contractor shall obtain the District's approval of the form of the Daily Transportation Schedule, which approval the District shall not unreasonably deny, delay, or condition. A Daily Transportation Schedule shall specify, in separate columns, all of the following information for each route:

(i) The Route ID designated pursuant to Part 2 of this Agreement or, if none, the Route ID assigned to the Activity Trip at the time the Parties scheduled that transportation;

(ii) The full name of the driver as shown on the then-current Driver List;

(iii) A check-mark, in the same row as the driver's name, to indicate, if applicable, that the driver is designated on the Driver List as a backup driver;

(iv) The Bus Number as shown on the Bus List;

(v) A check-mark, in the same row as the Bus Number, to indicate, if applicable, that the bus is designated on the Bus List as a backup bus; and

(vi) A check-mark, in the same row as the Bus Number, to indicate, if applicable, that the bus is designated on the Bus List as a Temporary Bus.

Section 7.2 Passenger Incident Reports. The Contractor shall, in each case, file a written report with the District (each a "Passenger Incident Report") if any District Passenger engages in significant misbehavior while on the bus or at any designated bus stop, regardless of whether the bus stop is located at a school or elsewhere. The Contractor shall provide each Passenger Incident Report, via email, to each and all of the District representatives designated to receive Notices (or copies of Notices), within twenty-four hours of when the significant misbehavior occurred. Prior to the Service Commencement Date, the Contractor shall obtain the District's approval of the form of the Passenger Incident Report, which approval the District shall not unreasonably deny, delay, or condition. Nothing in this Section shall be deemed or construed to prohibit a driver, to the extent it would be reasonable, from warning a District Passenger about his, her, or their conduct, but the driver shall file a Passenger Incident Report if the warning does not cause the District Passenger to promptly cease engaging in the significant misbehavior. However, if the driver determines that any significant misbehavior is sufficiently egregious and/or dangerous, the driver shall not be required to provide any such warning prior to filing a Passenger Incident Report. For purposes of this Section, the term significant misbehavior of a District Passenger includes, without limitation:

(i) Any failure to fully comply with one or more applicable District rules and/or policies;

(ii) Any failure to promptly and/or fully comply with one or more instructions or directions of the bus driver, including, without limitation, failing to take or remain in a specific seat assigned by the bus driver following any disturbance;

(iii) Providing false identification when requested by the bus driver;

(iv) The use of profanity or obscene gestures, or verbal or physical abuse of the bus driver or other person, regardless of whether it occurs on or off the bus, or while entering or exiting the bus;

(v) Fighting, bullying, harassment, or other abusive body-contact or behavior, regardless of whether it occurs on or off the bus, or while entering or exiting the bus;

(vi) The use of any tobacco or tobacco products, or any alcoholic beverages or other intoxicants, or being intoxicated, while on the bus or at any bus stop;

(vii) Lighting any matches, lighter, or otherwise starting any fire;

(viii) Throwing, kicking, or otherwise propelling any object in, out of, or at the bus;

(ix) Leaving a seat while the bus is in motion, or putting a hand or other body part out of a bus window at any time, regardless of whether the bus is in motion;

(x) Leaving the bus when not authorized (including, without limitation, through any emergency exit);

(xi) Yelling, screaming or otherwise creating excessive noise, or any failure to remain quiet while the bus is at any railroad crossing;

(xii) Eating or drinking while on the bus;

(xiii) Littering or otherwise leaving trash on the bus (including, without limitation, candy wrappers, papers no longer needed for school, and notes passed from other students);

(xiv) Transporting any animal (other than an authorized service animal), large parcel, or glass container on the bus;

(xv) Any other act or omission that in any manner endangers that person, the driver, or anyone else on or off the bus; and

(xvi) Defacing, damaging, or destroying any bus or any other property owned by the Contractor, the District or other person, regardless of whether the property is located at a bus stop, a school, or elsewhere.

Section 7.3 Service Incident Reports. The Contractor shall, in each case, file a written report with the District (each a "Service Incident Report") if any District Passenger, parent/guardian, District staff member, or other person reports to the Contractor any misconduct by, or otherwise complains to the Contractor about (i) any driver, aide, or other person employed by the Contractor and/or performing any of the Transportation Services or other acts pursuant to this Agreement; or (ii) any bus or other aspect of the Transportation Services. Prior to the Service Commencement Date, the Contractor shall obtain the District's approval of the form of the Service Incident Report, which approval the District shall not unreasonably deny, delay, or condition. The requirement to file a Service Incident Report with the District shall be applicable regardless of whether a report or complaint to the Contractor is written or oral, and any and each report to a driver or other employee of the Contractor shall be deemed and construed to be a report or complaint to the Contractor. The Contractor shall provide each Service Incident Report, via email, to each and all of the Authorized District Representatives within two hours of when the report or complaint was made to the Contractor. The Contractor shall investigate the allegations in each Service Incident Report and report the result of the investigation to the District, in writing, within five days after receipt of the applicable report or complaint (each a "Follow-up Report"). If the Contractor intends to implement any corrective action as a result of the report or complaint and subsequent investigation, the Follow-Up Report shall describe the corrective action in reasonable detail and the time/date when it took effect or is to take effect.

Section 7.4 Accident Reports. The Contractor shall, in each case, file a written report with the District (each an "Accident Report") if: (i) any District Passenger, parent/guardian, District staff member, driver, mechanic, or other person is injured and such injury arises in any manner from or in connection with, or occurred during the performance of, the Transportation Services, regardless of whether the injury occurred on District property, at any designated bus stop, on or in any of the Contractor's properties, facilities or buses, on any public street, or other location; and/or (ii) any bus then being used for purposes of the Transportation Services is involved in any traffic accident, regardless of whether the accident also involved any other of the Contractor's buses, any other vehicle, any building, pole or other improvement, or any District Student or other pedestrian or person outside of the bus, and regardless of whether law enforcement arrived at the scene or issued a report relating to the traffic accident. Prior to the Service Commencement Date, the Contractor shall obtain the District's approval of the form of the Accident Report, which approval the District shall not unreasonably deny, delay, or condition. The Contractor shall provide each Accident Report, via email, to each and all of the Authorized District Representatives within two hours of when the injury or traffic accident occurred if any District Passenger, parent/guardian, or District staff member was injured or present when the injury or traffic accident occurred, and within twenty-four hours otherwise. Notwithstanding the foregoing, if any District Passenger, parent/guardian, or District staff member was injured or present when the injury or traffic accident occurred, the Contractor shall immediately contact at least one of the Authorized District Representatives by telephone to orally report the situation, but no such oral report shall obviate or limit the requirement to also provide an Accident Report. If the CHP or other law enforcement or governmental entity prepares a report relating to any matter within the scope of this Section (each a "Police Report"), the Contractor shall: (i) provide a copy of the Police Report to the District promptly

following receipt by the Contractor; or (ii) upon becoming aware that a Police Report will be (or has been) prepared, provide notice to the District if the Contractor did not (and likely will not) receive a copy of the Police Report.

Section 7.5 Daily Attendance Logs. Not later than five days after the end of each month during the Agreement Term in which the Contractor transports any SPED student(s), the Contractor shall submit to the District a complete and accurate log of the SPED students transported on each day in that month (each a "Daily Attendance Log"). The Contractor shall, in each month, submit a separate Daily Attendance Log for each route, and each Daily Attendance Log must reference the applicable Route ID and the code for the site to/from which the SPED students on that route are to be transported (each a "Site"). Prior to submitting the first set of Daily Attendance Logs in accordance with this Agreement, the Contractor shall obtain the District's approval of the form of the Daily Attendance Log, which approval the District shall not unreasonably deny, delay, or condition. The Daily Attendance Log form must, for each SPED student, have fields for entering the following information: (i) the student's first and last name; (ii) the student's date of birth; (iii) the total mileage the SPED student is transported on each round-trip; (iv) a check-mark to indicate the date of each day the SPED student was transported from the point of origin to the Site; and (v) a check-mark to indicate the date of each day that the SPED student was transported from the Site back to the point of origin. The Contractor shall require that drivers fully and accurately complete each Daily Attendance Log, and that they print and sign their full name where indicated on the form. In order to ensure accuracy, the Contractor must ensure that drivers enter the required information into the Daily Attendance Log student immediately upon completing each pick-up and drop-off, not later. Notwithstanding the foregoing, the District, in its sole discretion, may require that the Daily Attendance Logs also include any or all of the following information: (i) actual pick-up and drop-off times that day, specified, as applicable, as a.m. or p.m.; (ii) a check-mark to indicate whether the wheelchair lift was used to assist the student on and/or off the bus; (iii) a check-mark to indicate whether the student was transported in his, her, or their own wheelchair; (iv) a check-mark to indicate whether the student was moved out of his, her, or their own wheelchair and transported in a bus seat using a safety restraint system; and (v) the first and last names of any aide(s) who provided assistance during any portion of the route, and the times the aide boarded and left the bus for the day.

Section 7.6 Monthly Pre-Trip Inspection Reports. The Contractor shall conduct all pre-trip inspections of the buses used to provide the Transportation Services pursuant to this Agreement (including, without limitation, backup buses) as required by Applicable Law. Not later than five days after the end of each month during the Agreement Term in which the Contractor transports any SPED student(s), the Contractor shall provide to the District a written report, for each bus, regarding the pre-trip inspections of the bus that occurred in that prior month (each a "Pre-Trip Inspection Report"). Prior to providing the first Pre-Trip Inspection Report pursuant to this Agreement, the Contractor shall obtain the District's approval of the form of the Pre-Trip Inspection Report, which approval the District shall not unreasonably deny, delay, or condition. The Pre-Trip Inspection Report for a bus shall specify: (i) the V.I.N. of the bus; and (i) the Bus Number as shown on the Bus List. In addition, a Pre-Trip Inspection Report shall include all of the following information for each inspection: (i) the date the inspection occurred; (ii) the time the inspection commenced and the duration of the inspection; and (iii) all comments, notes, *et cetera* that describe the condition of the bus, including, without limitation, any deficiencies.

Section 7.7 Requirements In This Part Are Not Exclusive. The provisions of this Part 7 shall not be deemed or construed to constitute an exclusive or comprehensive list of the Contractor's logging, reporting, and similar obligations in connection with the Transportation Services or this Agreement, and

the Contractor shall comply with any and all other logging, reporting, and similar requirements as provided by Applicable Law or this Agreement.

PART 8. COMPENSATION FOR TRANSPORTATION SERVICES

Section 8.1 Calculation of Service Fees. Exhibit D hereto sets forth the types of routes (based on vehicle type and/or category of transportation) that are included within the scope of this Agreement and the base-route, time, and mileage fees payable to the Contractor in exchange for satisfactory performance of the Transportation Services ("Service Fees"). As compensation to the Contractor in exchange for the satisfactory performance of the Transportation Services, the District shall pay Service Fees to the Contractor that are calculated using the applicable rates set forth in Exhibit D hereto ("Service Rates"), and the Service Rates are subject to adjustment as provided in Section 8.3 herein. The Service Fees payable to the Contractor in accordance with this Agreement shall be deemed and construed to constitute full and all-inclusive compensation for the Transportation Services performed pursuant to this Agreement, and, in connection with the Transportation Services, the Contractor shall in no event be entitled to payment of any other amounts whatsoever, including, without limitation, reimbursement of any income, sales, use, excise or other taxes, or any other costs or expenses incurred by the Contractor.

Section 8.2 Time and Mileage Charges. For purposes of Section 8.1 and Exhibit D hereto, time and mileage charges shall, as applicable, be subject to the following:

(i) The mileage charges for all runs (including, if applicable, consecutive runs approved by the District) shall commence when the bus leaves its normal overnight parking place immediately preceding the run, and shall end when the bus returns to that location immediately following the run;

(ii) The time charges for all runs (including, if applicable, consecutive runs approved by the District) shall include only the driver's time, which shall include time actually attributable to (1) the pre-trip inspection, (2) driving the run, (3) layover between runs if the District has authorized consecutive runs, and (4) bus cleanup between runs if the District has authorized consecutive runs;

(iii) If the District has approved any driver working more than 40 hours per week, or more than 8 hours per day, the charge for the hours in excess of 40 hours per week, or more than 8 hours per day, shall not exceed one and one-half times the regular hourly rate;

(iv) If the District has approved any consecutive runs (i.e., two or more scheduled runs in sequence), the charge for any layover time between any two of those runs shall in no event exceed an amount equal to 45 minutes; and

(v) If the District has approved transportation of students from outside the District's boundaries, the time and mileage charges shall be subject to the preceding clauses of this Section, but, in addition, in no event shall the charge for any deadhead time exceed an amount equal to 30 minutes, or shall the charge for deadhead miles exceed 10 miles, for either a single run or consecutive runs.

Section 8.3 Adjustments to Service Rates. Effective as of July 1, 2026, and July 1, 2027, the Service Rates in effect immediately prior to those dates shall be increased or decreased based on the net change in the Consumer Price Index, not to exceed three percent change, as described in this Section. For purposes of such adjustments to the Service Fees, the Consumer Price Index shall be the CPI for All-Urban Consumers for the Los Angeles-Long Beach-Anaheim area, not seasonally adjusted, and base year 1982-84 = 100, published by the U.S. Department of Labor, Bureau of Labor Statistics. For

purposes of the adjustment to occur on July 1, 2026, the net change in the Consumer Price Index shall be calculated as the percentage change in the Consumer Price Index over the one-year period from June 1, 2025, through May 31, 2026, and, for purposes of the adjustment to occur on July 1, 2027, the net change in the Consumer Price Index shall be calculated as the percentage change in the Consumer Price Index over the one-year period from June 1, 2026, through May 31, 2027. However, if a net change in the Consumer Price Index exceeds three percent (regardless of whether it is a positive or negative change), the corresponding adjustment to the Services Rates shall be limited to three percent.

Section 8.4 Invoicing by Contractor. On or about the tenth day following the end of each month during the Agreement Term in which the Contractor performs any Transportation Services, the Contractor shall provide an invoice to the District seeking payment of the Service Fees attributable to that month. Notwithstanding the foregoing, and in order to accommodate the District's fiscal-year-end close-out responsibilities, the Contractor shall provide invoices applicable to each month of June during the Agreement Term not later than the fifth day of the immediately following month of July. With each invoice, the Contractor must specifically describe the category of Service Rates and amounts used to calculate each category of costs, as necessary to reasonably and adequately evidence and support the amounts specified in the invoice. Without limiting the foregoing, and with respect to Transportation Services that are to be provided on an hourly-rate basis, the documentation to be submitted by the Contractor in support of the invoice must also include an itemization of the time spent by each person performing those Transportation Services. For avoidance of doubt, the foregoing shall be interpreted to mean that the Contractor shall provide to the District a single invoice for each month that covers all Transportation Services provided in that month, but each invoice shall be itemized by type (i.e., traditional education, SPED, Activity Trips, and emergency services) and cost category(ies).

Section 8.5 Payment by District. The District shall pay the undisputed portion of each invoice received in accordance with Section 8.4 herein within thirty days after receipt of the invoice. However, any and all invoiced amounts are subject to verification by the District. Within ten days after receipt of any invoice from the Contractor, the District may request in writing that the Contractor provide additional information relating to some or all of the amounts specified in the invoice, and, in such event: (i) the Contractor shall provide such information to the District within five days following receipt of the District's request; and (ii) if the Contractor does not provide such information within such five-day period, the date by which the District must pay such amounts to the Contractor shall be extended for each day (or portion thereof) in excess of the applicable five-day period, until such time as the Contractor provides the additional information requested by the District. If the District fails to pay any undisputed portion of an invoiced amount within the time required by this Section, the amount shall accrue interest, at a rate equal to the greater of the maximum legal rate or ten percent per annum, from the date that is thirty days following receipt by the District of the invoice, and until paid by the District.

Section 8.6 Advancement of Funding Attributable to Extended School Closures.

Subsection 8.6.1 District Obligation Generally. Without limiting Section 8.7 herein, and subject to all provisions of this Section 8.6, and if requested by the Contractor in the event of an extended school closure, the District shall advance to the Contractor, on a monthly basis, such funds as determined pursuant to this Section 8.6 (each an "Advance").

Subsection 8.6.2 Calculation of Advances. The amount of an Advance attributable to a month (or portion thereof) during an extended school closure shall be equal to (1) the average daily rate, multiplied by (2) the number of school days during the month (or portion thereof) that the Contractor would have provided, but (as a direct result of the extended school closure) did not actually provide any, Transportation Services. In no event shall the District be required to provide any Advances

attributable to any portion of the final six months of the Agreement Term, and the total of any and all outstanding Advances at any one particular time shall in no event exceed an amount equal to the lesser of: (i) one-half of the estimated Service Fees payable by the District, pursuant to this Agreement, over the then-remaining portion of the Agreement Term; and (ii) an amount equal to the estimated Service Fees payable by the District, pursuant to this Agreement, over the immediately following three-month period, assuming there was no extended school closure.

Subsection 8.6.3 Invoicing and Funding of Advances. If the Contractor has requested, pursuant to Subsection 8.6.1 herein, that the District provide one or more Advances, the Parties shall confer and attempt to agree regarding the amount of each such Advance. Thereafter, the Contractor shall provide an invoice for the Advance, consistent with Section 8.4 herein, accompanied by documentation that reasonably evidences the calculation and amount of the invoiced Advance. The District, consistent with Section 8.5 herein, shall advance the undisputed portion of the invoiced Advance to the Contractor and/or may seek additional information regarding the requested amount.

Subsection 8.6.4 Advances are Credits to the District. The amount of each Advance (and the total of all outstanding Advances) shall constitute a credit to the District ("Credit") that: (i) the Contractor shall apply to offset the District's obligation to pay for Transportation Services provided by the Contractor pursuant to this Agreement after the extended school closure ends; and/or (ii) the Contractor or its Surety shall refund to the District. In each case that the Contractor applies Credit to offset the District's payment obligation, the amount of the offset shall be specified in the applicable invoice provided to the District in accordance with Section 8.4 herein, regardless of whether the invoice has a zero balance. The District shall not be obligated to make any actual payments to the Contractor for Transportation Services unless and until the Contractor has fully applied any and all available Credit. If, regardless of the reason(s), the Contractor does not, prior to termination of this Agreement, provide sufficient Transportation Services to fully apply all available Credit, the full remaining balance of the Credit shall: (i) be immediately due and payable to the District as of the date this Agreement terminates; and (ii) accrue interest, at the maximum legal rate, from the date this Agreement terminates and until paid. Such obligation to refund the full remaining balance of the Credit to the District, plus accrued interest, shall survive termination of this Agreement and, with respect to the Surety, shall remain in effect regardless of whether the Contractor (or any parent or affiliate of the Contractor) is the subject of any voluntary or involuntary bankruptcy or similar proceeding. The Contractor's and Surety's obligations pursuant to this Subsection shall survive termination of this Agreement.

Subsection 8.6.5 Extent of Obligation. The obligation to provide Advances in accordance with this Section 8.6 shall be the District's sole and exclusive obligation, pursuant to this Agreement or otherwise, to provide funding to the Contractor attributable to periods of extended school closure, and such obligation shall not be affected by any Applicable Law in effect as of the Effective Date or that takes effect thereafter. Nothing in this Section 8.6 shall be deemed or construed to eliminate, limit, or otherwise affect any of the Parties' respective rights and obligations pursuant to any other provisions of this Agreement.

Subsection 8.6.6 Definitions. For purposes of this Section 8.6:

(i) The term "extended school closure" means, in each case, that all of the District's schools have been closed, for purposes of in-person classroom instruction, for a period of at least fifteen consecutive school days and it is reasonably foreseeable that the District's schools will thereafter continue to be closed for an indefinite period, and an extended school closure shall be deemed and construed to have ended once the schools reopen for purposes of any in-person classroom instruction;

(ii) The term "school days" means days during a regular school year on which in-person instruction was regularly-scheduled to occur at the District's schools, and, as applicable, school days shall be considered consecutive notwithstanding any intervening Saturday, Sunday, or official school holiday (e.g., a school day on a Friday and a school day on the immediately following Monday are consecutive);

(iii) The term "average daily rate" means, with respect to any particular month during the Agreement Term, the total of the amounts paid by the District for transportation of regular education and SPED students in the same month of each of the three immediately preceding school years, divided by the total of the number of school days in those months;

(iv) The term "outstanding," in reference to one or more Advances, means that the Advance(s) have not yet been applied to offset costs for Transportation Services actually provided by the Contractor or refunded to the District; and

(v) The term "Surety" means the surety insurer that issued the performance bond that the Contractor is to have in effect pursuant to this Agreement.

Section 8.7 Compensation Only for Services Actually Provided. Notwithstanding anything to the contrary, the District shall be obligated to compensate the Contractor only for and to the extent of the Transportation Services actually provided by the Contractor (i.e., the Contractor actually transports District Passengers) in accordance with this Agreement. Without limiting the foregoing, the District shall not be obligated to accept or pay for Transportation Services if and to the extent the District closes any one or more of its schools on any one or more days when the school(s) otherwise would be open: (i) in order to ensure the health and/or safety of District Students or others; (ii) as the result of a strike against the District; (iii) as the result of any order, demand, or other requirement of a governmental entity; or (iv) because of any other lawful reason.

Section 8.8 Compensation Provisions are Exclusive. The provisions for compensating the Contractor set forth in this Part 8 and in Exhibit D hereto constitute the sole and exclusive methods and bases for determining the compensation payable to the Contractor in exchange for fully and satisfactorily performing its obligations pursuant to this Agreement. In no event shall the District be obligated to compensate the Contractor in connection with the Transportation Services and/or this Agreement other than as provided in this Part 8 and Exhibit D hereto.

Section 8.9 Funding Budgeted on a Fiscal-Year Basis. The District's fiscal year ends on June 30 of each calendar year, and, because the District budgets funding for transportation services on a fiscal-year basis, the District shall in no event be obligated to accept or pay for any Transportation Services: (i) after June 30 of any calendar year during the Agreement Term, unless and until funding for Transportation Services is or has been included in the fiscal-year budget for the period after such June 30 date; or (ii) prior to the last day (i.e., June 30) of any fiscal year, if the funding for Transportation Services included in the budget for that fiscal year is insufficient to pay for additional Transportation Services during that fiscal year.

Section 8.10 Survival. With respect to rights and obligations that accrue prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 8 shall survive termination of this Agreement.

(The remainder of this page intentionally left blank.)

PART 9. EXECUTION OF AGREEMENT

Section 9.1 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of this Agreement having original signatures of both Parties.

Section 9.2 Authority. Each person who has signed this Agreement on behalf of a Party shall be deemed and construed to thereby represent and warrant that he or she has been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement. Such representations and warrantees shall survive any and all determinations by a court or other governmental entity with competent jurisdiction that this Agreement was not duly authorized by either or both of the Parties.

In Witness Whereof, the Parties have executed this Agreement as evidenced by the signatures of their authorized representatives below.

Tustin Unified School District

By: _____
Harold Sullins, Chief Financial Officer

Date Signed: _____

[Company Name]

By: _____

Print Name: _____

Print Title: _____

Date Signed: _____

Fed. Tax ID No: _____

Approved by District Board: July 21, 2025

EXHIBIT "A" - GENERAL PROVISIONS

TABLE OF CONTENTS

PART 1. ADMINISTRATIVE MATTERS A-1

Section 1.1 Prohibited Interests A-1
Section 1.2 Status as Independent Contractor A-1
Section 1.3 Contractor Records A-1

PART 2. STUDENT HEALTH, SAFETY, AND WELFARE A-2

Section 2.1 Compliance with Health and Safety-Related Laws A-2
Section 2.2 Certification Regarding Tuberculosis A-2
Section 2.3 Certification Regarding Background Checks A-2
Section 2.4 Public Health Related Requirements A-3
Section 2.5 Survival A-3

PART 3. CONFIDENTIAL INFORMATION A-3

Section 3.1 Family Educational Rights and Privacy Act A-3
Section 3.2 Health Insurance Portability and Accountability Act A-4
Section 3.3 Meaning and Scope of Confidential Information A-4
Section 3.4 Forms of Confidential Information A-4
Section 3.5 Use and General Prohibition Against Disclosure A-5
Section 3.6 Limited Rights to Disclose A-5
Section 3.7 Intervention by District A-5
Section 3.8 Provisions Applicable Regardless of Form A-5
Section 3.9 Disclosure to District A-5
Section 3.10 Equitable Relief A-5
Section 3.11 Survival A-5

PART 4. DATA SECURITY A-6

Section 4.1 Protection of Confidential Information A-6
Section 4.2 Response Plan A-6
Section 4.3 Data Breaches A-6
Section 4.4 Survival A-6

PART 5. CONTRACTOR INSURANCE A-6

Section 5.1 General Requirements A-6
Section 5.2 Required Policies A-7
Section 5.3 Insurer Standards A-7
Section 5.4 Additional Insureds A-8
Section 5.5 Waiver of Subrogation A-8
Section 5.6 Contractor Insurance is Primary A-8
Section 5.7 Deductibles and Self-Insured Retentions A-8
Section 5.8 Evidence of Coverage A-8
Section 5.9 Notice of Change in Policies A-9
Section 5.10 Review of Coverage A-9

PART 6. INDEMNIFICATION BY CONTRACTOR A-9

Section 6.1 Scope of Obligation Generally A-9
Section 6.2 Specific Examples A-9
Section 6.3 Defense of District A-10
Section 6.4 Indemnitees A-10

EXHIBIT "A" - GENERAL PROVISIONS

TABLE OF CONTENTS

Section 6.5 Limitation on Contractor Obligations....A-10
Section 6.6 District Settlement of Disputes....A-10
Section 6.7 Reimbursement or Payment by Contractor....A-10
Section 6.8 Insurance Not a Limitation....A-10
Section 6.9 Subcontractor Indemnity....A-10
Section 6.10 Survival....A-11

PART 7. TERMINATION....A-11
Section 7.1 Manner of Termination....A-11
Section 7.2 Compensation Following Termination....A-11

PART 8. LIMITATIONS ON LIABILITY....A-12
Section 8.1 Force Majeure Events....A-12
Section 8.2 Notice Regarding District Acts or Omissions....A-12
Section 8.3 No Consequential Damages....A-12
Section 8.4 Survival....A-13

PART 9. DISPUTE RESOLUTION....A-13
Section 9.1 Breach By Contractor....A-13
Section 9.2 Notice of Breach and Opportunity to Cure....A-13
Section 9.3 Informal Attempts to Resolve Disputes....A-14
Section 9.4 Exercise of Available Remedies....A-14
Section 9.5 Governing Law and Venue....A-14
Section 9.6 Performance During Disputes....A-15
Section 9.7 Government Claims Act....A-15
Section 9.8 Attorneys' Fees....A-15
Section 9.9 Survival....A-15

PART 10. GIVING NOTICE....A-15
Section 10.1 General Requirements....A-15
Section 10.2 Required Confirmation of Email Addresses....A-15
Section 10.3 Effect of Receipt....A-15
Section 10.4 Applicability of Notice Requirements....A-16

PART 11. INTERPRETATION OF AGREEMENT....A-16
Section 11.1 Fair and Reasonable Interpretations....A-16
Section 11.2 Interpretation of "Days"....A-16
Section 11.3 Headings and Captions....A-16
Section 11.4 Incorporation of Contractor Certifications....A-16
Section 11.5 Recitals and Exhibits....A-16
Section 11.6 Provisions Required By Applicable Law....A-16
Section 11.7 Entire Agreement....A-17
Section 11.8 Modifications....A-17
Section 11.9 Agreement is Public Record....A-17
Section 11.10 No Third-Party Beneficiaries....A-17
Section 11.11 Assignment....A-17
Section 11.12 Waiver....A-17
Section 11.13 Severability....A-17

EXHIBIT "A"
GENERAL PROVISIONS

PART 1. ADMINISTRATIVE MATTERS

Section 1.1 Prohibited Interests. The Contractor hereby represents and warrants that: (i) the making of this Agreement shall not result in the Contractor or any person under the Contractor's control having any conflict of interests pursuant to California Government Code Section 1090 or the California Political Reform Act (Government Code Section 87100 *et seq*.); (ii) it has not employed or retained any company or person (excepting any bona fide employee working solely for the Contractor) to solicit or otherwise cause the District to enter into this Agreement; and (iii) it has not paid, agreed to pay, or otherwise provided to, any company or person, including, but not limited to, any District officer, employee or agent (but excepting any bona fide employee working solely for the Contractor), any fee, commission, percentage, brokerage fee, gift, favor, or other consideration contingent upon or resulting from the District entering into this Agreement. The Contractor's representations and warrantees pursuant to this Section 1.1 shall survive termination of this Agreement.

Section 1.2 Status as Independent Contractor. For all purposes of this Agreement, the Contractor shall be deemed and construed to be an independent contractor, and no officer, employee, agent or other representative of the Contractor shall be deemed or construed to be an officer, employee, or agent of the District on account of or as a result of this Agreement. The Contractor must at all times conduct its activities in a manner consistent with its status as an independent contractor to the District, and, except as provided in this Agreement, the Contractor shall have the right to determine the methods, means, and mechanisms by which it shall perform the Transportation Services. The Contractor shall not suffer or permit any third party (whether person or entity) to continue in any apparent belief that the Contractor, or any of its officers, employees or agents, is an officer, employee, or agent of the District. The Contractor shall be responsible for ensuring compliance with all Applicable Law related to its employees, including, without limitation, laws relating to Workers' Compensation. The compensation payable to the Contractor pursuant to this Agreement shall not be increased as a result of any costs incurred by the Contractor that are attributable to such compliance.

Section 1.3 Contractor Records.

Subsection 1.3.1 General Requirements. The Contractor must prepare and maintain, in accordance with generally accepted accounting principles, all financial and other records related to this Agreement and the Transportation Services as necessary, appropriate or required by Applicable Law ("Contractor Records"). The Contractor Records shall include any and all incident reports (whether internal or external to the Contractor), claims, demands, court filings, pictures, witness statements, invoices, and other records of whatever nature that reasonably or arguably relate to injuries, accidents, assault, abuse, molestation and other situations, events, or incidents that potentially could result in any liability for personal injury, property damage, criminal violations, or other matters ("Incident Records"). The Contractor shall maintain: (i) all Contractor Records, generally, for a period of three years following final payment pursuant to this Agreement; and (ii) any and all Incident Records for a period of four years following final payment pursuant to this Agreement. Notwithstanding the foregoing, if the District notifies or otherwise informs the Contractor that federal funds will be used to pay for any portion of the Transportation Services, the Contractor shall maintain all Contractor Records (including, without limitation, all Incident Records) for such longer period as may be required by federal law.

Subsection 1.3.2 Rights to Review, Copy, and Audit. Pursuant to Government Code Section 8546.7, the California State Auditor has the right, for a period of three years following final

payment, to review, audit, and/or copy records of the contracting parties with respect to each contract providing for expenditure of public funds in excess of $10,000. Pursuant to this Agreement, the State of California, the federal government, the District, and other governmental entities with competent jurisdiction shall have the rights: (i) to review, copy, and/or audit some or all of the Contractor Records, at any time during the applicable records retention period(s) specified in Subsection 1.3.1 of these General Provisions.

Subsection 1.3.3 Access to Records. The Contractor must make the Contractor Records (including, without limitation, all Incident Records) available for review and/or copying at all reasonable times during the applicable records retention period(s) specified in Subsection 1.3.1 of these General Provisions. Notwithstanding the foregoing or anything else in this Section 1.3, if a governmental entity commences, but does not complete, an audit within an applicable records retention period, the Contractor must retain and make available all Contractor Records (including, without limitation, all Incident Records) until such time as the audit has been completed and all applicable appeal periods have expired without appeal (or, if applicable, without additional appeal).

PART 2. STUDENT HEALTH, SAFETY, AND WELFARE

Section 2.1 Compliance with Health and Safety-Related Laws. Without limiting anything else in this Agreement, the Contractor shall comply with all Applicable Law relating to or intended to ensure the health, safety, and welfare of District Passengers that the Contractor transports or with whom the Contractor otherwise has significant contact as a result of this Agreement.

Section 2.2 Certification Regarding Tuberculosis. With respect to each person who will perform any of the Transportation Services and who may have repeated or prolonged contact with District Passengers, and without limiting anything else in this Agreement, the Contractor, at its sole cost and expense, shall: (i) cause such person to comply with the assessment and examination procedures required pursuant to Section 49406, regardless of whether those otherwise would be applicable; and (ii) certify to the District, using a form acceptable to the District in its reasonable discretion, that such person is free of tuberculosis risk factors or, if risk factors are present, is free of infectious tuberculosis.

Section 2.3 Certification Regarding Background Checks. With respect to each of the Contractor's officers, employees, agents, or other representatives (including, without limitation, drivers) who, in connection with the Transportation Services, will or reasonably might have contact with any minor-aged District Students, the Contractor shall comply with the criminal-history background check requirements of Education Code Section 45125.1, regardless of whether such requirements otherwise would apply to any such person. To that end, the Contractor shall, with respect to each such person: (i) comply with all applicable California Department of Justice ("DOJ") procedures and requirements, including, without limitation, requirements for submission of fingerprints; and (ii) certify to the District, using the form set forth as Exhibit "E" to this Agreement, that such person has been cleared in accordance with the DOJ procedures and requirements. In each case, immediately after receiving notice from the DOJ that a person previously cleared has been arrested for, or is being sought in connection with, any serious or violent felony, the Contractor: (i) shall provide notice to the District; and (ii) prohibit and prevent that person from being in the presence of any minor-aged District student, until such time as the person is again cleared by the DOJ. For purposes of the foregoing, the term "cleared" means that a person has not been convicted of any one or more violent or serious felonies, as defined in Education Code Section 45122.1, or, if the person has been so convicted, the person has been issued a certificate of rehabilitation and pardon, pursuant to Section 4852.01 *et seq.* of the Penal Code, specifically relating to those convictions.

Section 2.4 Public Health Related Requirements.

Subsection 2.4.1 Public Health Orders. The Parties acknowledge that public health officers and other officials of the State of California, the County of Orange, and other governmental entities have from time to time issued mandatory orders, guidance, and/or laws regarding public-health related matters (each a "Public Health Order"). The Parties further acknowledge that, subsequent to this Agreement taking effect, any of such governmental entities may issue new, revised, or additional Public Health Orders. The Parties intend that the Contractor, at its sole cost and expense, shall be responsible for the implementation of, and compliance with, any and all Public Health Orders that are, or at any time may become, applicable to the Transportation Services.

Subsection 2.4.2 Cleaning of Vehicles. Regardless of whether required by any Public Health Order, the Contractor shall, during the term of this Agreement: (i) cause the frequently touched (aka, "high touch") areas of each of the vehicles used to transport District Passengers (including, without limitation, doors, grab bars, seat belts, and seats) to be wiped down with disinfectant wipes after each trip; and (ii) cause each of the vehicles used to transport District Passengers to be thoroughly cleaned and sanitized on a daily basis (or on a more frequent basis if required by any applicable Public Health Order).

Subsection 2.4.3 Personal Protective Equipment. With respect to drivers, cleaners, inspectors, mechanics, and other personnel who enter or will be present in any of the vehicles used or to be used to transport District Passengers, the Contractor shall, to the extent mandated by any Public Health Order, require that such personnel wear personal protective equipment ("PPE") when entering and while present in those vehicles. Such PPE must be intended to, and must be reasonably sufficient to, protect the wearer and others with respect to exposure to or infection, and may include, without limitation, gloves, face shields, goggles, "surgical" face coverings, and similar equipment. The Contractor shall be responsible for procuring necessary PPE far enough in advance to ensure that PPE is available when needed in connection with the Transportation Services.

Subsection 2.4.4 Notice of Infection or Suspected Infection. Immediately upon becoming aware or reasonably suspecting that any person (including, without limitation, any driver, cleaner, District Passenger, *et cetera*) has been or is infected with any highly transmissible virus or bacteria, and that person and any District Passengers were present at the same time in any of the vehicles used to provide the Transportation Services, the Contractor shall: (i) give written notice to the District; and (ii) take all steps required and/or recommended by applicable Public Health Order(s). Any and each failure by the Contractor to give such notice when required by this Subsection shall constitute a material breach by the Contractor of its obligations pursuant to this Agreement.

Section 2.5 Survival. The Parties' respective rights and obligations pursuant to Subsections 2.4.1 and 2.4.4 of these General Provisions shall survive termination of this Agreement.

PART 3. CONFIDENTIAL INFORMATION

Section 3.1 Family Educational Rights and Privacy Act. The Family Educational Rights and Privacy Act set forth in 20 U.S.C. Section 1232g ("FERPA") and 34 CFR Part 99, the federal regulations that implement FERPA, set forth requirements for protecting the privacy of parent and student information, including, among others, requirements for maintaining the confidentiality of personally identifiable information (defined in Section 3.3 of these General Provisions). To the extent, in

connection with the Transportation Services, the Contractor accesses, obtains, stores, uses, or discloses any information within the scope of FERPA (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Contractor shall comply with any and all applicable requirements of FERPA and its implementing regulations.

Section 3.2 Health Insurance Portability and Accountability Act. The Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") and the federal regulations that implement HIPAA, set forth requirements for, among other things, use and disclosure of individuals' health information, including, among others, requirements for individuals to control use of their health information and for entities possessing such health information to properly protect it from unauthorized disclosure. In addition, the Health Information Technology for Economic and Clinical Health Act of 2009, Public Law 111-0005 ("HITECH") and the federal regulations that implement HITECH, address concerns associated with electronic transmission of health information and establishes penalties for violations. To the extent, in connection with the Transportation Services, the Contractor accesses, obtains, stores, uses, or discloses any information within the scope of HIPAA and/or HITECH (regardless of whether inadvertently, accidentally, purposefully, or otherwise), then, without limiting anything else in this Agreement, the Contractor shall comply with any and all applicable requirements of HIPAA and HITECH, and their respective implementing regulations.

Section 3.3 Meaning and Scope of Confidential Information. The definitions set forth in this Section shall be applicable for all purposes of this Agreement:

(i) The term "Confidential Information" means any and all information regarding the identity, condition, family members, home address, use of transportation services, or other personally identifiable information of or relating to any of the District Passengers that is provided to, learned by, or inferred by the Contractor or any Contractor Staff, including, without limitation, (1) any information volunteered by a District Student, and (2) any information set forth in a District Student's individualized education program (or "IEP");

(ii) The term "personally identifiable information" means any information (in whatever form or format) that: (1) can be used to distinguish or trace an individual's identity, such as name, social security number, personal identification number, student identification number, date and place of birth, mother's maiden name, street address, email address, internet protocol address, telephone number, photograph, and fingerprints or other biometric information; or (2) is linked or linkable to an individual, such as medical, educational, financial and employment information, race, religion, and activities; and

(iii) The term Confidential Information shall be deemed and construed to include any and all information within the scope of and/or protected by FERPA, HIPAA, or HITECH.

Section 3.4 Forms of Confidential Information. For all purposes of this Agreement, Confidential Information may be in any tangible or non-tangible form, and shall be deemed and construed to Confidential Information regardless of whether it is labeled or otherwise marked as being confidential. Confidential Information in tangible form may include, without limitation, information or material that is in written, printed, graphic, recorded, photographic, digital, or in machine-readable form. Information or material that is not in tangible form, such as information provided orally, shall nonetheless be considered Confidential Information if it is within the meaning and scope of Confidential Information described in Section 3.3 of these General Provisions. Without limiting the foregoing, the fact that Confidential Information may have been obtained by or provided to the Contractor or any Contractor Staff orally shall not be deemed or construed to: (i) adversely affect the confidential nature

of that Confidential Information; or (ii) relieve the Contractor of its obligations pursuant to this Part 3 or other provisions of this Agreement.

Section 3.5 Use and General Prohibition Against Disclosure. The Contractor may use Confidential Information if and only to the extent reasonably necessary in connection with the performance of the Transportation Services. Except as provided in Section 3.6 of these General Provisions, the Contractor and each of its officers, employees, and authorized subcontractors ("Contractor Staff") shall keep confidential and not disclose to any other person or entity any of the Confidential Information that the Contractor or any of the Contractor Staff obtain, discover, or learn during the performance of, or as a consequence of, the Transportation Services.

Section 3.6 Limited Rights to Disclose. Subject to Section 3.7 of these General Provisions, the Contractor may disclose Confidential Information if and only to the extent: (i) disclosure is required pursuant to a directly applicable ruling, holding, demand, subpoena, or order issued or authorized by a court or other governmental entity with competent jurisdiction (each a "Governmental Order"); or (ii) Applicable Law expressly mandates that the Contractor proactively disclose any particular Confidential Information, without need for issuance or authorization of an applicable Governmental Order.

Section 3.7 Intervention by District. Notwithstanding Section 3.6 of these General Provisions, the Contractor shall, in each case, give written notice to the District immediately upon becoming aware that: (i) a Governmental Order has been issued or is being sought or contemplated; or (ii) the Contractor must proactively disclose any particular Confidential Information. The Contractor must provide each such notice to the District prior to the Contractor actually disclosing any of the Confidential Information potentially subject to disclosure. The District shall, in each such case, have the unqualified right to intervene for purposes of attempting to stop or limit the disclosure of Confidential Information.

Section 3.8 Provisions Applicable Regardless of Form. The requirements of this Part 3, including, among the others, prohibitions against unauthorized disclosure of Confidential Information, shall be deemed and construed to apply regardless of the tangible or intangible nature of any particular Confidential Information.

Section 3.9 Disclosure to District. Notwithstanding anything to the contrary, and upon request of the District from time to time, the Contractor shall provide to the District full and unaltered copies of any or all of the Confidential Information in tangible form that is in the possession or under the control of the Contractor and/or any of the Contractor Staff.

Section 3.10 Equitable Relief. Because monetary damages will not be sufficient to remedy a violation by the Contractor of its obligations pursuant to this Part 3, the District, upon becoming aware of any such violation and without waiving any other rights or remedies it may have, shall be entitled to seek whatever injunctive and/or other equitable relief the District may deem appropriate.

Section 3.11 Survival. The Parties' respective rights and obligations pursuant to this Part 3 shall survive termination of this Agreement.

PART 4. DATA SECURITY

Section 4.1 Protection of Confidential Information. The Contractor shall make reasonable efforts to secure, protect the privacy of, and prevent the unauthorized disclosure of, or loss of control of, any and all Confidential Information that it collects or otherwise obtains in connection with or as a

consequence of the Transportation Services. Such reasonable efforts may include, but are not limited to: (i) network and system controls (such as firewalls and network segmentation) intended to prevent introduction of computer viruses and malware; (ii) operational procedures (such as multi-factor authentication and least privilege) intended to prevent unauthorized access to Confidential Information; and (iii) behavioral analytics intended to identify suspicious and/or anomalous activities affecting the Contractor's network, systems, and/or software. The Contractor shall promulgate or otherwise have in effect, in writing, all requirements, policies, procedures, guidelines, and/or protocols reasonably necessary to ensure safety of its data (collectively, "Security Protocols") and shall, to the extent required, incorporate into the Security Protocols any comments and/or suggestions from the insurer that provides the Contractor's cyber liability insurance.

Section 4.2 Response Plan. Prior to commencing the Transportation Services, the Contractor shall have in effect reasonable and comprehensive written policies and procedures for responding to the unauthorized disclosure or loss of control of Confidential Information and/or activities and incidents (such as hacking attempts) constituting a significant risk to the security of Confidential Information ("Response Plan"). The Response Plan shall conform to all Applicable Law and current industry standards, and the Contractor shall as reasonably necessary update the Response Plan from time to time. The Response Plan must include, among necessary others, provisions for: (i) the Contractor, on behalf of itself and the District, to give any and all notices required in connection with any data security breach as may be required by Applicable Law and this Agreement; and (ii) prompt post-breach activation of credit monitoring and reporting services for the parents or guardians of individuals whose Confidential Information was disclosed in connection with the security breach, at no cost to such individuals or the District. Prior to commencing the Transportation Services, the Contractor shall provide to the District a full and complete copy of the Response Plan, and promptly after completing each update to the Response Plan, the Contractor shall provide to the District a full and complete copy of the updated Response Plan.

Section 4.3 Data Breaches. In each case that the Contractor experiences a security breach or other incident that leads to inadvertent disclosure or loss of Confidential Information, the Contractor shall immediately notify the District, implement applicable provisions of the Response Plan, and otherwise take immediate steps to limit and mitigate the effects of such security breach. The District, in its sole and absolute discretion, may terminate this Agreement in the event of any: (i) security breach or any unauthorized disclosure, loss of, or loss of control of, any Confidential Information; or (ii) material breach by the Contractor and/or any of the Contractor Staff of the confidentiality provisions of this Agreement. The Contractor in each case shall indemnify, defend and hold-harmless the District, in accordance with Part 6 of these General Provisions, with respect to any and all Liabilities that are or are alleged to be attributable to any such security breach or any such unauthorized disclosure, loss, or loss of control, of Confidential Information.

Section 4.4 Survival. The Parties' respective rights and obligations pursuant to this Part 4 shall survive termination of this Agreement.

PART 5. CONTRACTOR INSURANCE

Section 5.1 General Requirements. Prior to the Service Commencement Date, the Contractor shall cause to be in full force and effect, and thereafter the Contractor shall maintain in full force and effect at all times during the Agreement Term, such insurance coverage that, at a minimum, conforms to all requirements of this Part 5. Such insurance shall provide coverage sufficient to protect the

Contractor's and the District's interests in connection with this Agreement and the Transportation Services.

Section 5.2 Required Policies. The minimum insurance that the Contractor, at its sole cost and expense, must have in effect pursuant to this Part 5 ("Required Policies") include the following:

(i) *General Liability Insurance*. A policy of commercial general liability insurance ("General Liability Policy") that: (i) is written on an "occurrence" basis; (ii) has limits of not less than $5,000,000 per occurrence and, if an aggregate limit applies, not less than $10,000,000 aggregate applicable specifically in connection with this Agreement; (iii) provides coverage for the acts and omissions of the Contractor pursuant to this Agreement or in connection with the Transportation Services; (iv) without limiting any of the foregoing, covers bodily injury, personal and advertising injury, property damage, and the contractual liability assumed by the Contractor pursuant to this Agreement; and (v) except to the extent the foregoing requires additional or broader coverage, provides coverage at least as broad as Insurance Services Office ("ISO") Form CG 00 01 10 93.

(ii) *Commercial Auto Liability Insurance*. A policy of commercial auto liability insurance, however denominated ("Vehicle Liability Policy") that: (i) is written on an "occurrence" basis; (ii) has a combined single limit of not less than $25,000,000; (iii) provides coverage for all owned, non-owned, and hired vehicles used for or in connection with the Transportation Services; (iv) without limiting any of the foregoing, covers bodily injury, property damage, and uninsured-underinsured motorists; and (v) except to the extent any of the foregoing requires additional or broader coverage, provides coverage at least as broad as ISO Form CA 00 01.

(iii) *Abuse-Molestation Insurance.* A policy of abuse-molestation insurance ("Abuse Policy") that: (i) is separate from the General Liability Policy and any professional liability and other insurance policies that the Contractor may have in effect; (ii) is written on an "occurrence" basis; (iii) has limits of not less than $3,000,000 per occurrence and, if an aggregate limit applies, not less than $6,000,000 aggregate; (iv) provides coverage for direct and vicarious liability associated with sexual misconduct and other physical abuse, and for verbal, emotional, mental, and other non-physical abuse; (v) covers acts and omissions by, among others, the Contractor's authorized subcontractors, if any; (vi) provides coverage for the District prior to any determination that an accused abuser is guilty; and (vii) provides for payment of defense costs outside the Abuse Policy's coverage limits. The Contractor shall comply with any and all risk management controls reasonably required by the insurer that issues the Abuse Policy.

(iv) *Workers' Compensation Insurance*. A policy of Workers' Compensation insurance as required by California law ("Worker Compensation Policy") and employer's liability insurance with coverage in an amount not less than: (i) $1,000,000 for each accident for bodily injury by accident; (ii) $1,000,000 for each employee for bodily injury by disease; and (iii) $1,000,000 aggregate. Notwithstanding the insurer standards set forth in Section 5.3 of these General Provisions, coverage provided by the California State Compensation Insurance Fund shall be deemed, with respect to the Worker Compensation Policy, to satisfy such insurer rating standards.

Section 5.3 Insurer Standards. The Required Policies must be issued by one or more insurance companies, each of which: (i) is authorized to conduct business in the State of California; (ii) has an A.M. Best Company rating of not less than "A-" (A minus) and a financial size category of "VIII"; and (iii) otherwise is acceptable to the District in its reasonable discretion. Prior to the Service Commencement Date, the Contractor must provide documentation issued or made available by

governmental entities with competent jurisdiction that reasonably evidence compliance by the Contractor's insurers with such insurer standards.

Section 5.4 Additional Insureds. Each of the Required Policies except the Worker Compensation Policy shall be endorsed to name as additional insureds each of the District and the District Agents as defined in Section 4.4 of the main body of this Agreement (collectively, the "Additional Insureds"), to the extent of the Contractor's acts and omissions (regardless of whether constituting negligence) in connection with this Agreement and the Transportation Services. The additional insured endorsements must be ISO form CG 2010 11/85 or an alternative form approved in advance by the District. For purposes of this Section, and without otherwise limiting the District's discretion to approve an alternative to ISO form CG 2010 11/85, a combination of ISO forms CG 2010 10/01 and CG 2037 10/01 shall be deemed to be an acceptable alternative to the ISO form CG 2010 11/85.

Section 5.5 Waiver of Subrogation. The Contractor hereby waives, on behalf of itself and its insurers, any and all rights to subrogation against the Additional Insureds that any such insurer may acquire through payment of any loss or claim. Each of the Required Policies except the Worker Compensation Policy must be endorsed with both a cross-liability endorsement and a waiver of the insurer's rights of subrogation against the Additional Insureds, and the Worker Compensation Policy must be endorsed with a waiver of the insurer's rights of subrogation against the Additional Insureds.

Section 5.6 Contractor Insurance is Primary. Except as expressly limited by California law, any and all insurance policies maintained or held by the Contractor shall be primary and non-contributing with respect to any and all insurance, self-insurance, and/or cooperative/joint powers insurance policies and programs covering any one or more of the Additional Insureds. Each of the Required Policies must be endorsed to provide that they are so primary and non-contributory.

Section 5.7 Deductibles and Self-Insured Retentions. Prior to the Service Commencement Date, the Contractor must disclose in writing to the District any and all deductibles and, if applicable, self-insured retentions applicable to the Required Policies. Each such deductible or self-insured retention, to the extent it exceeds the lesser of ten percent of an applicable per-occurrence coverage limit or $250,000, shall be subject to written approval by the District in its reasonable discretion and, upon request of the District absent such approval, the Contractor must either: (i) cause the insurer to reduce or eliminate the deductible or self-insured retention with respect to claims arising in connection with this Agreement; or (ii) provide an additional financial guarantee satisfactory to the District that guarantees payment of losses and related investigations, claim administration, and defense expenses. The Required Policies that are subject to any deductible or self-insured retention must be endorsed to permit the District to pay or otherwise fund the deductible or self-insured retention in the event the Contractor is the subject of any bankruptcy proceeding (whether voluntary or involuntary) or otherwise is unable to pay or fund such amounts. The District shall be entitled to recover, from the Contractor, the dollar amounts of any and all deductibles and retentions paid pursuant to this Section and, in each case that the Contractor does not pay an amount within thirty days of receiving an invoice from the District, the amount shall accrue interest at the maximum rate payable pursuant to Applicable Law or such other rate as determined by an applicable court of competent jurisdiction, from the date due and until paid to the District.

Section 5.8 Evidence of Coverage. Prior to the Service Commencement Date, the Contractor must provide to the District such duly authorized and executed certificates of insurance evidencing that the Required Policies are in full force and effect in accordance with the provisions of this Part 5 (each a "Certificate of Insurance"), together with a copy of each endorsement to such insurance as is required

pursuant to this Agreement. The delivery of such Certificates of Insurance and endorsements shall be a condition precedent to the Contractor commencing any of the Transportation Services. The Certificates of Insurance must (except as to the Worker Compensation Policy) identify each of the District and the District Agents as additional insureds. In the case of each Required Policy, the Contractor, not less than thirty days prior to the expiration of the Required Policy, must provide to the District an updated Certificate of Insurance and, if applicable, endorsements, evidencing the renewal of the Required Policy.

Section 5.9 Notice of Change in Policies. Each Required Policy must be endorsed to require, that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of the Required Policy, except for cancellation due to non-payment of premium, in which case the insurer must provide such notice not less than ten days prior to cancellation. Language in any Certificate of Insurance or Required Policy to the effect that the insurer shall "endeavor" to provide such notice, or to the effect that "failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable. In addition, the Contractor shall have an independent obligation to provide written notice to the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of any Required Policy, except for cancellation due to non-payment of premium, in which case the Contractor must provide such notice not less than ten days prior to cancellation.

Section 5.10 Review of Coverage. The District may at any time request that the Contractor provide a copy of any or all of the Required Policies, and the Contractor must provide a full and complete copy of each requested Required Policy to the District within twenty days of the District's request, regardless of whether any dispute between the Parties is then pending, and such obligation shall survive the termination of this Agreement. The District shall review such copies of the Required Policies and associated Certificates of Insurance and endorsements to determine whether the Contractor's insurance complies with the requirements of this Part 5 or to otherwise determine the scope and extent of applicable insurance coverage. However, no failure by the District to conduct such review, to properly or completely conduct such review, or to identify any non-compliance with the requirements of this Part 5, shall be deemed or construed to: (i) relieve the Contractor from any of its obligations pursuant to this Part 5; or (ii) constitute a waiver or release by the District. Notwithstanding anything else in this Agreement, any failure by the Contractor to comply with the requirements of this Part 5 shall constitute a material breach by the Contractor of its obligations pursuant to this Agreement and not a waiver of any such requirement.

PART 6. INDEMNIFICATION BY CONTRACTOR

Section 6.1 Scope of Obligation Generally. The Contractor shall indemnify and hold-harmless the District with respect to any and all losses, judgments, damages, settlement amounts, penalties, fines, costs and expenses (including, without limitation, attorneys' fees and other legal costs), and other liabilities of whatever nature (each a "Liability" and, in the plural sense, "Liabilities") that arise from the performance of the Transportation Services or from any act or omission (negligent or otherwise) or willful misconduct by the Contractor or any of its directors, officers, employees, agents, contractors, subcontractors, or other representatives (collectively, not including the Contractor, the "Contractor Agents").

Section 6.2 Specific Examples. For purposes of example, not limitation, the scope of the Contractor's obligations pursuant to Section 6.1 of these General Provisions shall include, among possible others, Liabilities attributable to: (i) death of, illness of, or other bodily injury to any person; (ii)

the loss of, theft of, or damage to any property; (iii) acts and omissions by the Contractor or any of the Contractor Agents, regardless of whether those occur on or off of any property owned or controlled by the District; (iv) failure by the Contractor or any of the Contractor Agents to comply with the requirements of this Agreement; (v) disputes between the Contractor and any one or more of the Contractor Agents; (vi) use or disclosure of Confidential Information contrary to the provisions of Part 3 of these General Provisions; and (vii) any discharge, release, or disposal of hazardous materials in violation of Applicable Law.

Section 6.3 Defense of District. The Contractor, at its sole cost and expense, shall defend the District with respect to any and each claim, demand, action and other proceeding relating to matters within the scope of the Contractor's obligations pursuant to Section 6.1 of these General Provisions. Each defense of the District conducted pursuant to this Section must be conducted by qualified and appropriately experienced legal counsel reasonably acceptable to the District, but selected and retained by the Contractor at its sole cost and expense.

Section 6.4 Indemnitees. Each and every obligation of the Contractor pursuant to this Agreement to indemnify, defend, and hold-harmless the District shall be deemed and construed as an obligation to indemnify, defend and hold-harmless not only the District, but also the District Agents, the District's contractors and subcontractors, and each of them.

Section 6.5 Limitation on Contractor Obligations. The Contractor shall not be obligated pursuant to Sections 6.1 through 6.4, inclusive, of these General Provisions if and to the extent any Liability results from the sole negligence, active negligence, or willful misconduct of the District or any of the District Agents, and, in such event, the Parties shall be responsible and liable on a comparative basis.

Section 6.6 District Settlement of Disputes. Without jeopardizing or compromising any of its rights pursuant to this Agreement or Applicable Law, the District may settle any claim, demand, action, or other legal proceeding that arises from this Agreement and/or the Transportation Services, subject to the written consent of the Contractor, which consent the Contractor shall not unreasonably deny, delay, or condition.

Section 6.7 Reimbursement or Payment by Contractor. The Contractor shall reimburse to the District or, upon request of the District, the Contractor shall directly pay, any and all losses, judgments, damages, settlement amounts, penalties, fines, costs and expenses, and other amounts paid or owed by the District that are payable by the Contractor pursuant to the indemnity provisions of this Agreement. The Contractor must: (i) reimburse each such amount within thirty days of receipt of an applicable invoice from the District; and (ii) pay each such amount not later than when the payment is due to the payee. Any and each late reimbursement to the District shall accrue interest, at the maximum rate payable pursuant to Applicable Law or such other rate as determined by an applicable court of competent jurisdiction, from the date due and until paid to the District; and each late payment to any payee shall accrue interest, at the maximum rate payable pursuant to Applicable Law or such other rate as determined by an applicable court of competent jurisdiction, from the date due and until paid to the payee.

Section 6.8 Insurance Not a Limitation. The obligations of the Contractor pursuant to this Part 6 shall not be deemed or construed to be: (i) conditioned upon or in any other manner limited by the existence of any insurance maintained by any person or entity; or (ii) conditioned upon the receipt by any person or entity of, or limited to the amount of, any insurance coverage or proceeds.

Section 6.9 Subcontractor Indemnity. If the District authorizes the use by the Contractor of any one or more subcontractors to perform portions of the Contractor's obligations pursuant to this Agreement, the Contractor shall require in its contract with each such subcontractor that it be bound to and independently comply with all requirements of this Part 6 related to indemnifying, defending, and holding-harmless the District, unless the District, acting in its sole discretion, specifically approves in writing some different requirements that shall be applicable to any particular subcontractor.

Section 6.10 Survival. With respect to any and all acts, omissions, incidents, and events occurring prior to termination of this Agreement, the Parties' respective rights and obligations pursuant to this Part 6 shall survive termination of this Agreement.

PART 7. TERMINATION

Section 7.1 Manner of Termination. In addition to any other bases for termination set forth in this Agreement, this Agreement shall terminate, or may be terminated, as follows:

(i) This Agreement shall automatically terminate, without need for action by either Party, upon expiration of the Agreement Term absent a renewal or extension thereof, or, if applicable, absent a further renewal or extension thereof.

(ii) The District may terminate this Agreement, without need for reason or to show cause, and with respect to some or all of the routes or other portions of the Transportation Services, by giving written notice of termination to the Contractor. A termination pursuant to this clause (ii) shall be effective on the date that is 90 days following receipt of the notice by the Contractor, or on such later date as may be specified in the notice. If the termination relates to all of the Transportation Services, the Agreement shall terminate in its entirety.

(iii) Either Party, subject to compliance with Section 9.2 of these General Provisions, may terminate this Agreement if, through no fault of the terminating Party, the other Party fails to perform any of its material obligations in strict accordance with this Agreement. If the Party terminating the Agreement pursuant to this clause (iii) is the District, the District may terminate this Agreement with respect to some or all of the routes or other portions of the Transportation Services; provided that, if the termination relates to all of the Transportation Services, the Agreement shall terminate in its entirety.

Section 7.2 Compensation following Termination. In the event the District terminates this Agreement in its entirety pursuant to clause (ii) of Section 7.1 of these General Provisions, or the Contractor terminates this Agreement pursuant to clause (iii) of Section 7.1 of these General Provisions, the District's sole and exclusive obligation to compensate the Contractor pursuant to this Agreement shall be to: (i) pay the Contractor, in accordance with this Agreement, for the Transportation Services satisfactorily performed prior to the termination; and (ii) reimburse the Contractor for costs it incurs as a direct result of termination an amount equal to the lesser of (a) the reasonable costs incurred by the Contractor as a direct result of the termination, or (b) $75,000 if the termination occurs in year 1 of the Agreement Term, $50,000 if the termination occurs in year 2 of the Agreement Term, or $25,000 if the termination occurs in year 3 of the Agreement Term. In the event of any dispute between the Parties that has not been resolved prior to or concurrently with the termination, the District may withhold payment and/or reimbursement from the Contractor in an amount up to one hundred and twenty-five percent (125%) of the total monetary amount in dispute. The Parties' respective rights and obligations pursuant to this Section 7.2 shall survive termination of this Agreement.

PART 8. LIMITATIONS ON LIABILITY

Section 8.1 Force Majeure Events. Notwithstanding anything to the contrary, a Party shall not be responsible or liable if it is delayed or fails to perform any one or more of its obligations pursuant to this Agreement, nor shall any such delay or failure constitute a breach by the non-performing Party, if and to the extent such delay or failure was caused by an event, occurrence, incident, or situation that: (i) reasonably is beyond the control of the nonperforming Party; (ii) was not caused in whole or in part by any negligence or willful misconduct, or act or omission contrary to the provisions of this Agreement, of or by the non-performing Party or any of its board members, officers, employees, volunteers, agents, contractors, subcontractors, or other representatives; and (iii) as of the Effective Date, reasonably could not have been anticipated (each a "Force Majeure Event"). Force Majeure Events may include, but are not limited to, the following events if they occur after the Effective Date: (i) riots or similar civil disturbances; (ii) acts of war, terrorism, or sabotage; (iii) epidemics or other public health emergencies; (iv) acts of nature, including, but not limited to, earthquakes, floods, and wildfires; and (v) the appropriation or diversion of resources by order of any governmental entity with competent jurisdiction. For avoidance of doubt, matters relating to or arising from any Public Health Orders, including, without limitation, any Public Health Orders issued subsequent to the Effective Date, shall in no event be deemed or construed to constitute or establish a basis for a Force Majeure Event. In each case that a Party cannot fully and/or timely perform as a result of a Force Majeure Event: (i) the nonperforming Party must promptly give, to the other Party, written notice that describes in reasonable detail the particulars of such Force Majeure Event; (ii) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required to accommodate the Force Majeure Event; (iii) the nonperforming Party shall proceed with reasonable diligence to remedy its inability to perform and shall provide reasonable periodic progress reports to the other Party describing actions taken to mitigate the effects of the Force Majeure Event; and (iv) the nonperforming Party shall resume its performance as soon as reasonably possible and, when it does, shall give to the other Party written notice that performance has resumed.

Section 8.2 Notice Regarding District Acts or Omissions. With respect to any and each failure by the Contractor to fully comply with any of its obligations pursuant to this Agreement, such failure shall not be excused as a result of any act or omission of the District or any of the District Agents unless: (i) such act or omission actually prevents the Contractor from fully complying its obligations pursuant to this Agreement; and (ii) the Contractor provides written notice to the District detailing the act or omission and the effect of the act or omission that allegedly prevented or is preventing the Contractor from fully complying with its obligations. The Contractor, in each case, must submit the notice to the District within twenty-four hours following the occurrence of the act or omission that allegedly prevented or is preventing the Contractor from fully complying with its obligations pursuant to this Agreement. Upon receipt of each such notice, the District shall investigate whether its act or omission is contrary to the requirements of this Agreement and, if so, take steps to eliminate or mitigate the impacts of the act or omission. HOWEVER, IN EACH CASE THAT THE CONTRACTOR FAILS TO TIMELY GIVE NOTICE IN ACCORDANCE WITH THIS SECTION, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FOREVER WAIVED AND RELEASED ANY AND ALL RELATED CLAIMS, AFFIRMATIVE CLAIMS, DEFENSES, AND AFFIRMATIVE DEFENSES AGAINST THE DISTRICT.

Section 8.3 No Consequential Damages. Except as may be expressly provided in this Agreement, neither Party shall be responsible or liable to the other Party in connection with this Agreement for any special, indirect, consequential, remote, punitive, exemplary, or similar damages, regardless of how characterized, regardless of the legal theory underlying such damages, and regardless

of whether the other Party or both Parties have been advised of the possibility or potential of such damages. For avoidance of doubt, the foregoing limitations on liability shall not be deemed or construed to apply: (i) with respect to the injury (including, without limitation, physical or mental abuse) or death of any person; (ii) to any obligations of a Party to indemnify, defend, and hold-harmless the other Party or its board members, officers, employees, agents, and other representatives; or (iii) in the event of fraud or intentional misconduct.

Section 8.4 Survival. The Parties' respective rights and obligations pursuant to this Part 8 shall survive termination of this Agreement.

PART 9. DISPUTE RESOLUTION

Section 9.1 Breach by Contractor. In addition to any and all other situations (whether specified in this Agreement or in Applicable Law) that will constitute a breach by the Contractor of its obligations pursuant to this Agreement, each of the following situations shall be deemed a breach by the Contractor of its obligations pursuant to this Agreement:

(i) The Contractor, regardless of reason, fails to provide a sufficient number of properly skilled and licensed drivers or other personnel, or a sufficient number of vehicles that satisfy the standards described in this Agreement, as necessary for timely, efficient, safe, and proper performance of the Transportation Services;

(ii) The Contractor, regardless of reason, uses a bus or other vehicle that does not conform with the requirements of this Agreement, does not adhere to routes and schedules as required by this Agreement, or otherwise fails to fully and satisfactorily comply with any material provision of this Agreement;

(iii) As determined by the District in its reasonable discretion (including, without limitation, consideration of feedback from District Passengers), the Contractor, regardless of reason, fails to perform the Transportation Services in a manner that demonstrates continuous excellent customer service;

(iv) The Contractor, regardless of reason, fails to promptly pay its employees, subcontractors, suppliers, or others for labor, parts, materials, consumables, *et cetera*, as required by Applicable Law;

(v) The Contractor, regardless of reason, fails to fully and satisfactorily comply with any Applicable Law or District policy or direction applicable to the Transportation Services; and

(vi) The Contractor, regardless of reason, becomes the subject of any voluntary or involuntary bankruptcy proceeding, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of the Contractor's insolvency.

Section 9.2 Notice of Breach and Opportunity to Cure. If a Party ("Alleging Party") alleges that the other Party ("Responding Party") has breached any of its obligations pursuant to this Agreement, the Alleging Party may provide written notice to the Responding Party specifying in reasonable detail the nature and extent of the alleged breach ("Notice of Breach"). The Responding Party shall have: (i) a reasonable time, not in excess of 48 hours from receipt of the Notice of Breach, to cure any and each breach that may affect or relate in any manner to the health and/or safety of any

District Passenger(s); and (ii) 30 days from receipt of the Notice of Breach to cure any other breach. If the Responding Party has not cured the alleged breach within the applicable cure period, the Alleging Party in its discretion may initiate the dispute resolution process described in Section 9.3 of these General Provisions by giving notice of initiation of dispute resolution to the Responding Party ("Notice of Initiation"). The giving of a Notice of Breach and allowing the period for cure of the alleged breach in accordance with this Section shall be conditions precedent to the Alleging Party exercising any available remedy in response to the alleged breach, including, without limitation, initiation of resolution pursuant to Section 9.3 of these General Provisions. Nothing in this Agreement shall be deemed or construed to prohibit the Responding Party from disputing that a breach has occurred. Neither the giving of any Notice of Breach, nor the initiation by the Alleging Party of any dispute resolution in connection with the alleged breach, shall by itself operate to terminate this Agreement.

Section 9.3 Informal Attempts to Resolve Disputes. If a dispute between the Parties arises out of or relates to this Agreement ("Dispute"), the Parties shall attempt as provided in this Section to resolve the Dispute as quickly and as amicably as possible, including, without limitation, any Disputes regarding: (i) the meaning of any provision of this Agreement; (ii) the accuracy or validity of any determination or calculation made pursuant to this Agreement; and (iii) the respective rights and obligations of the Parties pursuant to this Agreement. If the Dispute does not relate to an alleged breach or is not of such nature that a Party may give a Notice of Breach, then the Party alleging the Dispute shall give to the other Party a written notice of the Dispute ("Notice of Dispute"). Within a reasonable time, not in excess of ten calendar days, after receipt of either a Notice of Initiation or a Notice of Dispute, the Parties shall commence attempts to informally resolve the Dispute as required pursuant to this Section. Such attempts shall include good-faith, reasonable, and diligent efforts by both Parties to communicate and, if possible, to reconcile or compromise their respective positions. The participation by a Party in such attempts to informally resolve a Dispute shall be a condition precedent to such Party exercising any available remedy in response to the Dispute. Either Party may give written notice to the other Party that such attempts have been unavailing and, therefore, have been terminated effective upon receipt of that notice by the other Party, if the Parties have not resolved a Dispute after diligently making the attempts required pursuant to this Section for at least: (i) five business days in the case of any Dispute relating in any manner to the safety of any one or more District Passengers; and (ii) thirty calendar days in the case of any and all other Disputes.

Section 9.4 Exercise of Available Remedies. If attempts to resolve a Dispute pursuant to Section 9.3 of these General Provisions are terminated without the Dispute having been resolved, either Party may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and Applicable Law. In addition, however, if a Party fails to respond to, or participate in good faith in, any requests or requirements for resolution of the Dispute pursuant to Section 9.3 of these General Provisions, the other Party, in its discretion and without needing to further comply with Section 9.3 of these General Provisions, may initiate any legal or equitable action or other proceeding in response to the Dispute that is available pursuant to this Agreement and Applicable Law. However, in any case in which a Notice of Breach has been provided pursuant to Section 9.2 of these General Provisions, no such legal or equitable action may be initiated until the applicable period specified in Section 9.2 of these General Provisions for cure of the alleged breach has expired without the alleged breach having been cured. In connection with any Dispute, and except as expressly provided in this Agreement, each Party may exercise any or all rights and remedies available pursuant to this Agreement and Applicable Law. No such available remedy shall be deemed or construed to be exclusive, and a Party may exercise any available remedy individually or in combination with any other available remedies.

Section 9.5 Governing Law and Venue. This Agreement shall be interpreted and enforced in accordance with California law, notwithstanding any choice-of-law, conflict-of-law, or other provision in any local, state, or federal law that may be interpreted to the contrary. Each and every action and other proceeding that arises from, or is initiated in connection with, this Agreement shall be initiated and conducted only in an appropriate court or other forum located in the County of Orange, California.

Section 9.6 Performance During Disputes. At all times while any and each Dispute is pending during the Agreement Term, each Party shall continue to fully perform its obligations pursuant to this Agreement, including, without limitation, payment by the District of any and all undisputed amounts payable to the Contractor pursuant to this Agreement. Notwithstanding the foregoing, a Party shall not be responsible for continued performance of its obligations pursuant to this Agreement to the extent a breach by the other Party makes such performance impossible, impractical, or patently unreasonable.

Section 9.7 Government Claims Act. Nothing in this Agreement shall be deemed or construed to obviate, modify, or otherwise circumscribe the applicability of Division 3.6 of Title 1 of the California Government Code (commencing with Section 810) to claims, demands, disputes, and similar matters that arise from this Agreement and/or the Transportation Services.

Section 9.8 Attorneys' Fees. With respect to any and each Dispute, action, and other proceeding that arises from or is initiated in connection with this Agreement, each Party shall be responsible for paying its own attorneys' fees and other legal costs and expenses, including, without limitation, court filing costs and expert witness fees.

Section 9.9 Survival. The Parties' respective rights and obligations pursuant to this Part 9 shall survive termination of this Agreement.

PART 10. GIVING OF NOTICE

Section 10.1 General Requirements. Each and all notices required or permitted to be given pursuant to this Agreement (each a "Notice") must be in writing and must be delivered to the recipient(s) via: (i) personal delivery (with name and signature of person accepting delivery obtained on delivery receipt); (ii) registered or certified U.S. mail (postage pre-paid and return receipt requested); (iii) FedEx, UPS or other reliable, private delivery service (with name and signature of person accepting delivery obtained on electronic or other delivery receipt); or (iv) electronic mail (i.e., email) transmission (with original of the Notice deposited into the U.S. mail, first-class postage prepaid, within twelve hours after transmission). Notices given to the District must be addressed and delivered to the Authorized District Representative designated, in Exhibit B to this Agreement, to receive Notices, and a copy of each Notice must also be sent to each and all of the District representatives designated, in Exhibit B to this Agreement, to receive copies of Notices. Notices given to the Contractor must be addressed and delivered to both of the Authorized Contractor Representatives designated, in Exhibit B to this Agreement, to receive Notices. A Party may give notice of each change in its address, person to whom attention should be directed, or email address by giving Notice in accordance with this Part 10.

Section 10.2 Required Confirmation of Email Addresses. Because email addresses are subject to change more frequently than physical addresses, if a Notice is to be sent by email, and unless the sender has actual knowledge of the then-current correct email address of each intended recipient, the sender must call and confirm the then-current email address of each intended recipient prior to sending the Notice, or must use some other method of delivering the Notice.

Section 10.3 Effect of Receipt. A Notice shall be deemed given or served only upon actual receipt by the addressee. In the case of email, "actual receipt" shall mean delivery to the recipient's email in-box. However, if any Notice (including, without limitation, any Notice sent by email) is delivered after 4:00 p.m. on any business day, or is delivered on any day that is not a business day, the Notice shall be deemed to have been given or served as of 9:00 a.m. on the next subsequent business day.

Section 10.4 Applicability of Notice Requirements. The requirements of this Part 10 shall not be deemed or construed to apply to: (i) communications between the Parties necessary for day-to-day administration of this Agreement or performance of the Transportation Services; or (ii) service of process in accordance with any Applicable Law or rule of court.

PART 11. INTERPRETATION OF AGREEMENT.

Section 11.1 Fair and Reasonable Interpretations. Prior to execution and delivery of this Agreement, each Party has received, or had unqualified opportunities to receive, independent legal advice from its legal counsel with respect to the advisability of entering into this Agreement and the meaning of the provisions herein. Therefore, the provisions of this Agreement shall be construed based on their fair and reasonable meaning, and not for or against any Party based on whether such Party or its legal counsel was primarily responsible for drafting this Agreement or any particular provision herein.

Section 11.2 Interpretation of "Days." Each reference in this Agreement to a specific number of days shall be construed to mean consecutive days, and each reference to a specific number of days that is not qualified as calendar days or business days shall be deemed and construed to mean calendar days, not business days. For all purposes of this Agreement, including, without limitation, the Exhibits to this Agreement, the term "business day" means any day that is not: (i) a Saturday or Sunday; (ii) a federal or State of California holiday; or (iii) with respect to the District's administrative staff, a furlough day mandated by either the District or any agency or department of the State of California.

Section 11.3 Headings and Captions. The headings and captions set forth in this Agreement are for the convenience of the reader only and shall not be deemed or construed to establish, define, or limit the meaning of any Section or other provision herein.

Section 11.4 Incorporation of Contractor Certifications. Each and all of the following certifications as executed by the Contractor and submitted with its bid for the Services ("Contractor Certifications") are hereby incorporated as operative and effective provisions of this Agreement: (i) Certification Regarding Prohibition of Collusion; (ii) Certification Regarding Drug-Free Workplace; (iii) Certification of Tobacco-Free Workplace; and (iv) Certification Regarding Workers Compensation. The Contractor Certifications are attached as Exhibit "F" to this Agreement.

Section 11.5 Recitals and Exhibits. Each and all of the Recitals set forth at the beginning of this Agreement, and each and all of the Exhibits referenced in and attached to this Agreement, are hereby incorporated as operative and effective provisions of this Agreement.

Section 11.6 Provisions Required By Applicable Law. Each and every provision required by Applicable Law to be set forth in this Agreement shall be deemed to be set forth herein, and this Agreement shall be read and enforced as though all such provisions have been set forth herein. If, regardless of the reason, any provision required by Applicable Law to be set forth herein is not set forth

herein, or is not correctly set forth herein, then, upon request of either Party, the Parties shall amend this Agreement to set forth, or correctly set forth, such provision.

Section 11.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the Transportation Services, and this Agreement supersedes and replaces any and all prior and contemporaneous agreements, bids, understandings and discussions, whether oral or written, relating to the Transportation Services.

Section 11.8 Modifications. This Agreement may be amended or otherwise modified only by means of a written instrument that has been duly approved, signed, and delivered by both Parties.

Section 11.9 Agreement is Public Record. For avoidance of doubt, and notwithstanding anything in any of the Bid Documents, in any bid submitted in response to the Bid Documents, or in any other documentation relating to the subject matter of this Agreement: (i) nothing set forth in this Agreement shall be deemed or construed to constitute confidential information; and (ii) this Agreement is a public record that the District may disclose in accordance with Applicable Law or otherwise.

Section 11.10 No Third-Party Beneficiaries. The Parties have entered into this Agreement solely for their own benefit and purposes, and, except as provided by Applicable Law, this Agreement shall not be deemed or construed to: (i) benefit any third party; (ii) create any right for any third party; or (iii) establish a basis for any claim, demand, action or other proceeding by any third party.

Section 11.11 Assignment. In no event may the Contractor assign, sublet, convey, or otherwise transfer this Agreement or any of its rights or interests in this Agreement, or delegate any of its responsibilities or obligations pursuant to this Agreement, absent the written consent of the District, which consent the District in its sole and absolute discretion may deny, delay, and/or condition. Subject to the foregoing, this Agreement shall be binding on and inure to the benefit of the Parties' authorized successors and assigns.

Section 11.12 Waiver. A waiver by a Party of any provision of this Agreement shall be binding only if the waiver is set forth in writing and has been duly approved and signed by the waiving Party. Unless so specified in the written waiver, a waiver by a Party of any provision of this Agreement shall not constitute a waiver of any other provision(s) herein, similar or not, and shall not be construed as a continuing waiver. Except as waived in accordance with this Section, neither the failure by a Party at any time to require performance of any requirement of this Agreement, nor any forbearance or indulgence of the Party in regard to such requirement, shall in any manner affect the Party's right at a later time to enforce the same or any other provision of this Agreement.

Section 11.13 Severability. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of this Agreement is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of this Agreement. In such event, the provisions and requirements that are not the subject of the court's determination shall be interpreted, to the extent permitted by Applicable Law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

(End of General Provisions)

EXHIBIT "B"
CONTACT INFORMATION AND AUTHORIZED REPRESENTATIVES

1. Contractor

Authorized Contractor Representatives (Section 1.2 of Main Body of this Agreement):

Name (Primary Contact):	[Representative's Name]
Title:	[Representative's Title]
Scope of Authority:	Has full authority with respect to administration of this Agreement and the Transportation Services, and is the Contractor's primary contact person for purposes of this Agreement and the Transportation Services.
Name (Secondary Contact):	[Representative's Name]
Title:	[Representative's Title]
Scope of Authority:	Has full authority with respect to administration of this Agreement and the Transportation Services, and is the Contractor's secondary contact person for purposes of this Agreement and the Transportation Services in the event the primary contact is unavailable or in other extraordinary circumstances.

Contact Information (Part 10 of the General Provisions): Notices and other communications to the Contractor must be addressed and sent to both of the following Authorized Contractor Representatives, as follows:

Send to:	With copy to:
[Company Name]	[Company Name]
Attn: [Contact Person's Name]	Attn: [Contact Person's Name]
[Contact Person's Title]	[Contact Person's Title]
[Street Address]	[Street Address]
[City, State, Zip Code]	[City, State, Zip Code]
Email:	Email:
Telephone:	Telephone:

2. District

Authorized District Representatives (Section 1.3 of the Main Body of this Agreement):

Name (Primary Contact):	Salvador Sanchez
Title:	Senior Director, Maintenance & Operations
Scope of Authority:	Has full authority with respect to administration of this Agreement and the Transportation Services, and is the District's primary contact person for purposes of this Agreement and the Transportation Services. Notwithstanding anything to the contrary, no modification to this Agreement shall be valid or binding on the District unless and until approved or ratified by the District Board.
Name (Secondary Contact):	Patricia Mena
Title:	Account Clerk II, Maintenance & Operations
Scope of Authority:	Is the District's secondary contact person in the event the primary contact is unavailable or in other extraordinary circumstances. Notwithstanding anything to the contrary, no modification to this Agreement shall be valid or binding on the District unless and until approved or ratified by the District Board.
Name (Tertiary Contact):	Harold Sullins
Title:	Chief Financial Officer
Scope of Authority:	Has full authority with respect to administration of this Agreement and the Transportation Services, and is the District's tertiary contact person in the event the primary and secondary contacts are unavailable or in other extraordinary circumstances. Notwithstanding anything to the contrary, no modification to this Agreement shall be valid or binding on the District unless and until approved or ratified by the District Board.

(The remainder of this page intentionally left blank.)

Contact Information (Part 10 of the General Provisions): Notices and other communications to the District must be addressed and sent to each and all of the District representatives specified below:

Send to:	With copies to:
Tustin Unified School District Attn: Sal Sanchez, Sr. Director, Maintenance & Operations 1302 Service Road Tustin, CA 92780 Email: ssanchez@tustin.k12.ca.us Telephone: (714) 730-7515	Tustin Unified School District Attn: Harold Sullins, Chief Financial Officer, Business Services 300 South C Street Tustin, CA 92780 Email: hsullins@tustin.k12.ca.us Telephone: (714) 730-7301 Tustin Unified School District Attn: Dr. Kate Christmas, Asst. Superintendent, Special Education 300 South C Street Tustin, CA 92780 Email: kchristmas@tustin.k12.ca.us Telephone: (714) 730-7301 Tustin Unified School District Attn: Dr. Arvin Garcia, Director, Special Education 300 South C Street Tustin, CA 92780 Email: argarcia@tustin.k12.ca.us Telephone: (714) 730-7301 Tustin Unified School District Attn: Tom Rizzuti, Director, Facilities & Planning 1302 Service Road Tustin, CA 92780 Email: trizzuti@tustin.k12.ca.us Telephone: (714) 730-7515 Tustin Unified School District Attn: Jose “Pepe” Vasquez, Assistant Director, Maintenance & Operations 1302 Service Road Tustin, CA 92780 Email: pvazquez@tustin.k12.ca.us Telephone: (714) 730-7515 Tustin Unified School District Attn: Patricia Mena, Secretary II, Transportation 1302 Service Road Tustin, CA 92780 Email: pmena@tustin.k12.ca.us Telephone: (714) 730-7515

EXHIBIT "C"

PERFORMANCE BOND

School District:	Tustin Unified School District of Orange County, California
Contract:	Agreement for Transportation Services
Contract Date:	July 1, 2025
Contractor:	_____
Surety:	_____
Bond #:	_____
Penal Sum:	One Million Dollars ($1,000,000.00)

WHEREAS, the School District (identified above) awarded the Contract (identified above) to the Contractor (identified above and referred to herein as the "Principal"), and the Contract provides for the Principal to provide any and all labor, supervision, management, facilities, vehicles, equipment, parts, materials, supplies, fuel, and other things of whatever nature are necessary to perform transportation services as provided in, and in strict accordance with, the Contract;

WHEREAS, the Contract requires that the Principal furnish to the School District a bond that ensures the faithful performance of the Principal's obligations pursuant to the Contract, which bond must have a penal sum equal to the Penal Sum specified above; and

WHEREAS, the Surety (identified above) hereby represents and warrants to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators, and successors.

The condition of the foregoing payment obligation is that, if the Principal shall fully perform all of the undertakings, terms, covenants, conditions, agreements, and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, and shall perform its obligations pursuant to the Contract in full and strict conformance with the requirements of the Contract, all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

For avoidance of doubt, the payment obligation of this Performance Bond shall remain in full force and effect, in the Penal Sum specified above, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligation to reimburse to the District any and all "Advances" (as defined in the Contract) that the District has provided to the Contractor pursuant to the Contract), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist.

Notwithstanding anything to the contrary, in each case that the School District determines the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance does not conform to the requirements of the Contract, the School District may give notice to the Surety to that effect. Upon receipt of any and each such notice, the Surety shall make reasonable attempts to assist the Principal to resolve or avoid a default by the Principal of its obligations pursuant to the Contract. The Surety and Principal expressly agree that neither the giving of such notice by the School District nor the giving of such assistance by the Surety shall be deemed or construed to constitute interference by the School District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

In each case that the School District declares the Principal to be in default of its obligations pursuant to the Contract and notifies the Surety to that effect (each a "Notice of Default"), then, at the School District's election, the Surety shall: (i) perform the Contractor's obligations pursuant to the Contract that still remain to be performed ("Remaining Obligations"), with such performance to commence not later than 14 calendar days following receipt by the Surety of the Notice of Default; (ii) contract with a qualified, responsible, and reputable third party for the performance of the Remaining Obligations, with such performance to commence not later than 14 calendar days following receipt by the Surety of the Notice of Default; or (iii) permit the School District to contract for the performance of the Remaining Obligations.

If the Surety is to perform or contract for the performance of any Remaining Obligations, the Surety must ensure that whichever party performs those Remaining Obligations shall do so in strict accordance with the Contract, including, without limitation, provisions for timely performance and for protection of the health and safety of the School District's students. In no event shall the Surety, absent the express written consent of the School District, use the Principal, or accept a bid or proposal from the Principal, to perform any of the Remaining Obligations; and the School District shall have the right, in its reasonable discretion, to reject any contractor that the Surety may propose to perform the Remaining Obligations. If the School District is to contract for performance of any Remaining Obligations, the School District shall obtain one or more proposals or bids, and upon determining which proposer or bidder represents the best value consistent with proper and satisfactory service, shall enter into a contract with the proposer or bidder for performance of those Remaining Obligations.

In any case that the School District has provided a Notice of Default to the Surety, but, through no fault of the School District, the Surety has exceeded the time specified above in this Performance Bond for taking action, the School District, at its discretion, may contract for the performance of the Remaining Obligations and, in such event, the Surety's obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited.

Regardless of which party or parties perform the Remaining Obligations, the full extent of the School District's responsibility and liability shall be to promptly pay the amounts payable in accordance with the Contract ("Contract Payments"), and, subject to the Surety's payment obligation not exceeding the Penal Sum specified above, the Surety shall be responsible and liable for: (i) promptly reimbursing to the District the full amounts of the reasonable costs and expenses that the District incurred in connection with the Contractor's default, including, without limitation, legal costs and expenses; (ii) promptly reimbursing to the District any and all Advances that the District provided to the Contractor pursuant to the Contract; and (iii) promptly paying the difference between the amounts due and payable for performance of the Remaining Obligations and the Contract Payments attributable to that performance paid or payable by the District.

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment, or other modification of the Contract, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless and until the Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person who signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly authorized him or her to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond as evidenced by the signatures below of their respective, duly-authorized representatives.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
<u>Principal</u>: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.	**<u>Surety</u>: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.**

EXHIBIT "D"
PRICING FOR TRANSPORTATION SERVICES

EXHIBIT "E"

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

District: Tustin Unified School District
Services: Transportation Services
Contractor: _____

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity and intending to bind the Contractor, has executed this certification on behalf of the Contractor;

(ii) The Contractor has fully complied with the requirements of Section 2.3 of the General Provisions relating to background checks for employees who may have contact with any minor-aged District Students ("Section 2.3"), including, without limitation, drivers;

(iii) As contemplated by the Contractor as of the date the undersigned signed this Certification, all of the employees of the Contractor who will have contact with minor-aged District Students are identified on the Attachment Sheet(s) attached hereto and have been "cleared" as provided in Section 2.3;

(iv) None of the employees of the Contractor who are identified on the Attachment Sheet(s) attached hereto have been convicted of a violent or serious felony as defined in Subdivision (c) of Education Code Section 45125.2; and

(v) Except for the employees cleared in accordance with Section 2.3 and identified on the Attachment Sheet(s) attached to this Certification (or on other Certifications by the Contractor using this form), the Contractor shall not suffer or permit any of its employees to be in the vicinity or presence of any minor-aged District Student unless each such employee is closely monitored and supervised by another person who has been cleared and identified in a Certification by the Contractor for purposes of the Services.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

Note: The Contractor must attach this certification to the list(s) of employees prepared using the following Attachment Sheet.

EXHIBIT "E" (Continued)

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

Contractor: _____

Instructions

(1) For each employee, insert all required information (as specified in the table below) in one row of the table.

(2) In the "Driver License/Identification" column in the table below: (i) specify the number of the employee's driver's license or, if the employee does not have a driver's license, the number of the employee's state-issued identification; and (ii) specify the state that issued the driver's license or identification.

(3) If identifying more than ten employees: (i) use copies of this Attachment Sheet to identify the additional employees; and (ii) on each such copy, specify the sheet number and total number of sheets where indicated at the bottom of this Attachment Sheet.

	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/ID No.
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

Attachment Sheet _____ of _____

EXHIBIT "F"
INCORPORATED CONTRACTOR CERTIFICATIONS

(Attach Certifications Executed by Contractor and Submitted With its Bid)