



March 21, 2018

Request for Proposals: Student Transportation Services for the TRAFFIX Measure J Traffic Congestion Relief Agency

Dear Contractor:

The Measure J Traffic Congestion Relief Agency (DBA "TRAFFIX") invites your firm to submit a proposal to provide contracted student transportation services for the purpose of traffic congestion relief in the San Ramon Valley, for the period from July 1, 2019 through June 30, 2024. A copy of the Request for Proposals ("RFP") has been posted on the TRAFFIX website at www.ridetraffix.com. You may also obtain a copy by contacting me personally by phone at (925) 866-8739 or by email at manager@ridetraffix.com.

A Pre-proposal Conference has been scheduled for Thursday, April 5, 2018 at 10:00 AM PDT at the Town of Danville Municipal Offices, 510 La Gonda Way, Danville, California. All questions pertaining to this RFP shall be submitted in writing by Tuesday, April 10, 2018 at 5:00 PM PST. Written responses to questions will be provided by Monday, April 16, 2018.

All final proposals must be submitted no later than 5:00 PM PDT, Thursday, April 26, 2018.

Please note that this deadline is firm, and late submittals will not be accepted.

We look forward to receiving a proposal from your firm.

Sincerely,

A handwritten signature in black ink that reads "Judy".

Judy B. Lloyd
TRAFFIX Program Manager

**REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES**

TRAFFIX

The Measure J Traffic Congestion Relief Agency

Issued: March 21, 2018

Proposals Due: April 26, 2018 at 5:00 pm

TRAFFIX Measure J Traffic Congestion Relief Program

Request for Proposal

to provide

Student Transportation Services

Notice is hereby given that the Town of Danville, as the lead agency for, and on behalf of, a Joint Powers Authority hereinafter referred to as "TRAFFIX", is requesting written, sealed proposals from qualified service providers for the purpose of acquiring:

Student Transportation Services for the Purpose of Traffic Congestion Relief

commencing July 1, 2018 and extending for a period not to exceed five (5) years. TRAFFIX will receive sealed proposals to furnish these services from qualified service providers ("Provider"), as described in the enclosed RFP, **up to but not later than 5:00 PM PDT, Thursday, April 26, 2018**. Proposals shall be delivered to:

TRAFFIX Measure J Traffic Congestion Relief Program
ATTN: Andrew Dillard, Transportation Manager
510 La Gonda Way
Danville, CA 94526
www.ridetraffic.com

Questions, concerns and requests for further information may be directed to Judy Lloyd, TRAFFIX Program Manager, at manager@ridetraffic.com or 925-866-8739.

A pre-proposal conference will be held at 10:00 AM PDT on Thursday, April 5, 2018 at the Danville Town Offices, 510 La Gonda Way, Danville, CA, 94526. **Attendance at the pre-proposal conference is not mandatory, but encouraged.** TRAFFIX personnel will be available to answer questions necessary to clarify proposal documents, specifications, requirements, or other questions. After the conference is concluded, all further questions must be submitted in writing. Written questions received prior to the deadline established herein will be answered in writing and returned via email to all participating vendors.

TRAFFIX shall reserve the right to reject any and all proposals, or to waive any informalities, irregularities, or technicalities in any proposal, should it be deemed to be in the best interest of TRAFFIX to do so. The terms and provisions of this RFP shall be made part of the contract.

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Introduction

Statement of Purpose

The purpose of this Request for Proposal (RFP) is to establish a contractual agreement with a vendor interested in becoming the transportation service delivery partner with TRAFFIX. Only vendors interested in establishing a joint goal of providing safe, effective, and efficient transportation services to the eligible student population should consider responding. A demonstrated willingness to work collaboratively with TRAFFIX over the term of the contract to continually improve and enhance the quality and efficiency of student transportation services is an absolute requirement for contract award.

Description of the Program and Agency

The Measure J Traffic Congestion Relief Agency (TRAFFIX) is a Joint Powers Authority formed by the Town of Danville, City of San Ramon, County of Contra Costa, and the San Ramon Valley Unified School District. The agency is governed by a 7-member Board of Directors (BOD). Day-to-day program administration is provided by a contract Program Manager, with operational oversight provided via a Technical Advisory Committee (TAC) and an Operations Subcommittee (OPS), and community input from a Citizens Advisory Committee (CAC).

In 2004, voters in Contra Costa County approved an extension of a county-wide 1/2-cent sales tax for transportation ("Measure J"). A portion of these funds has been allocated for the development and operation of an enhanced student transportation system in the San Ramon Valley designed to provide traffic congestion relief. The transportation program has targeted areas in the San Ramon Valley (service area) that experience the highest level of congestion. The goal of the service is to provide parents with an alternative to personally transporting their children to and from school through a school bus transportation program in the San Ramon Valley.

Services commenced with the start of the school year in Fall 2009. Services have been provided by a single service provider under a contract and that will expire on June 30, 2019. This RFP represents the first solicitation for the services since the inception of the program.

Description of the Required Services

The successful proponent will be required to execute a contract based on the template included as Attachment A to this RFP. The service specifications contained therein fully describe the responsibilities, requirements, and accountabilities of Provider and TRAFFIX as parties to the Contract. Any inconsistency between the contract, this RFP, or any other information provided as part of the procurement process will be resolved in favor of the contract.

This section provides a summary description of the required services as a means of introduction only. Each proposal must understand and be responsive to the service specifications and contractual requirements stated in the RFP and Attachment A. Failure to be responsive to these requirements, or to provide a definitive statement of compliance in its proposal will result in rejection and non-consideration of the proponent's offer.

TRAFFIX requires transportation services to be provided to students at selected school sites throughout the San Ramon Valley Unified School District (SRVUSD). This area is comprised of the City of San Ramon, the Town of Danville, and a portion of the unincorporated area of County of Contra Costa that includes the communities of Alamo, Blackhawk, unincorporated Danville and Diablo. At its current level, the TRAFFIX program serves approximately 1,700 students who ride 23 buses along 38 bus routes, some of which are tiered between middle and elementary schools. The selection of TRAFFIX bus service area and schools is based primarily on traffic analyses that have identified intersections near SRVUSD schools with the highest level of congestion during peak morning and afternoon school pick-up and drop-off periods. The other criterion used in the route selection process included a survey of parents' willingness to participate in

TRAFFIX program.

The following services are planned for implementation to coincide with any contract resulting from this solicitation:

INCLUSION TBD

The successful proponents will provide bus transportation service to student customers within the SRVUSD. As an integral component of this service, the successful proponents shall provide:

- All required vehicles, including facilities and related resources for their proper fueling, care, and maintenance;
- Appropriate employee operating facilities;
- All necessary vehicle dispatch, routing, and communications staffing and systems;
- Adequate numbers of trained drivers, back-up drivers, and attendants;
- Such other management and support staff as may be required; and
- Systems, processes, skills, and staffing to support the data gathering, compilation, reporting, and customer response requirements of the contractor performance management program defined in **Attachment A**.

Although the goal of the program is to reduce traffic congestion, Provider must be aware that the safety of the student passengers will be the first and foremost consideration at all times. Provider must be prepared to provide documentation that will demonstrate their commitment to maintaining a safe transportation environment during loading, transportation, and unloading of students.

General Instructions

- I. Before submitting a proposal, the proponent shall carefully examine the specifications contained herein, be fully informed of existing conditions at service locations, and include in the proposal sufficient sums to cover all items required by this solicitation.
- II. All proposals must contain all information required herein, including completed forms.
- III. If there are any parts of this document which require clarification or explanation regarding the meaning of a section, questions or requests for more information can be made in writing prior to **Tuesday, April 10, 2018**. All requests for more information should be sent to:

Judy Lloyd
Program Manager
manager@ridetraffic.com
925-866-8739

Responses to questions will be provided by Monday, April 16, 2018.

- IV. Proposals are due and must be received by **Thursday, April 26, 2018, 5:00 PM PDT**. No late proposals will be accepted. Each proposal shall be submitted in a sealed envelope. The envelope must bear on the outside the name and mailing address of the proponent. All forms must be signed by an authorized representative of the proponent to be considered complete. The Technical Proposal and Cost Proposal must be submitted in accordance with the format described herein, and in separately sealed envelopes. One electronic copy of the complete Technical Proposal and Cost Proposal must be submitted on a flash drive or other portable media.

- V. No proponent may withdraw a proposal after the hour set for the opening thereof or before the award of contract without a written request and approval from TRAFFIX. If the date(s) of determination or service requirements change after the proposal due date, TRAFFIX will provide written notice and proponents will be permitted to reevaluate their proposals.

Calendar of Events

Milestone	Date
Public release of Request for Proposal	Wednesday, March 21, 2018
Pre-proposal conference	Thursday, April 5, 2018, 10:00 AM PDT
Final date to submit questions	Tuesday, April 10, 2018, 5:00 PM PDT
RFP Addenda 1 released (answers to questions)	Monday, April 16, 2018
Proposals due to TRAFFIX	Thursday, April 26, 2018, 5:00 PM PDT
Onsite interviews (if required)	Thursday, May 3, 2018, 2:00 PM PDT
Notice of Award (approximate)	Wednesday, May 30, 2018
Board Approval	June 2018 (TBD)
Services Commence	July 1, 2019

Proposal Evaluation & Service Provider Selection Process

This is a value-based, outcome-driven procurement. The successful proponent must have the demonstrated experience, qualifications, staffing, and financial resources to deliver the required services for the entire term of the contract. Cost will be a significant factor in the evaluation process. However, cost will become a factor only AFTER the proponent is evaluated on the basis of its qualifications, experience, financial stability, and proposed approach to deliver the required services. The evaluation of proposals and vendor selection process will proceed in accordance with the following sequence:

- I. *Determination of Proposal Qualification* – The proposal must be received in good order, with all required forms, tabs, and information as required.
- II. *Technical Evaluation* – If a proponent's submittal is deemed responsive, the evaluation committee (TRAFFIX Technical Advisory Committee) will evaluate the proponent's Technical Proposal. The members of the committee will evaluate each proposal individually. The scoring rubric, to be described below, will be applied consistently by all evaluators, to all proponents, and to all proposals.
- III. *Cost Evaluation* – AFTER the technical evaluation is completed, the proponent's cost proposal will be opened and the costs analyzed based on a model that extends the proposed prices against the estimated service volume in each identified category in **Attachment B** to this RFP (pricing forms). Points will be assigned by formula in accordance with the following criteria:
 - The lowest cost proponent as measured by the estimated total aggregated annual cost, will receive the maximum available points.
 - Other proponents will receive points inversely proportional to its percentage increase above the lowest proposed cost, multiplied by a factor of two (2). Thus, by means of example, proposed costs 10 percent higher than the lowest proposed cost will receive 80 percent of the available points.
 - TRAFFIX reserves the right to solicit revised offers from the proposers.
- IV. *Determination of Preferred Vendor(s)* – The Technical Proposal score from each evaluator will be averaged to arrive at the final Technical Proposal score for each proponent. This will be combined with the Cost Proposal score for the same proponent to arrive at the proponent's total score. The proponents will then be ranked. The top-scoring proponent will become the preferred proponent.
- V. *Onsite Interviews* – After reviewing the results of the evaluation, and depending on those results, the preferred and next highest scoring proponent **may** be invited to an interview with the evaluation committee. The purpose of these interviews would be to clarify and expand upon any element of the proponent's submission. The results of these interviews **may** be used by any individual evaluator to reassess and adjust their scoring of the Technical Proposal. The final point totals for the interviewees will be compared again to assess whether the preferred vendor position has changed.
- VI. *Notice of Award* – the final results will be shared with the preferred proponent and contract award procedures will commence.

Proposal Submission Requirements & Method of Determination

Pre-Contractual Expenses

TRAFFIX shall not, in any event, be liable for any pre-contractual expenses incurred by proponent in the preparation of its proposal. Proponents shall not include any such expenses as part of its proposal.

Pre-contractual expenses are defined as expenses incurred by proponent in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to TRAFFIX;
3. Negotiating with TRAFFIX on any matter related to this proposal; or
4. Any other expenses incurred by proponent prior to date of award, if any, of the Agreement.

TRAFFIX reserves the right to reject all proposals.

Confidentiality

The California Public Records Act (California Government Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception or substitution, response to these specifications, protest or any other written communication between TRAFFIX and the proposer shall be available to the public.

If the proposer believes any communication contains trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer shall request that TRAFFIX withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The proposer may not designate its entire proposal or bid as confidential. Additionally, proposer may not designate its cost proposal or any required bid forms or certifications as confidential.

If proposer requests that TRAFFIX withhold from disclosure information identified as confidential, and TRAFFIX complies with the proposer's request, proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless TRAFFIX from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all costs and expenses related to the withholding of proposer information.

Proponent shall not make a claim, sue or maintain any legal action against TRAFFIX or its directors, officers, employees or agents in connection with the withholding from disclosure of proposer information.

If proposer does not request that TRAFFIX withhold from disclosure information identified as confidential, TRAFFIX shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to TRAFFIX.

Technical Proposal

Available Points- 60

The Technical Proposal must be submitted in full compliance and in accordance with the format below, and in a separately sealed envelope from the Cost Proposal. One electronic copy of the Technical Proposal must be submitted on a flash drive or other portable media, and each section of the proposal will be evaluated based on the number of points identified for each respective tab described below. The evaluation process will include each proposal being reviewed by an appointed evaluation committee. Those proposals that are determined to be responsive (those that offer all of the basic requirements requested in the RFP and contain all of the required information and forms properly completed) will be further reviewed using the comparative criteria outlined in this section.

The committee will use the comparative criterion for each separate rating area, and based upon these criteria, will assign an overall rating to each tab. Each of the tabs will be rated based on the following guidelines:

- Complete response with no omissions will receive 100 percent of available points
- Minor omissions will receive 75 percent of available points
- Many minor omissions or a major omission will receive 50 percent of available points
- Many major omissions or major deficiency will receive 25 percent of available points
- Incomplete or missing response will receive 0 points

Tab 1: Transmittal Letter – Total points available is one (1). Response not to exceed one (1) page:

Provide a proposal cover letter on company letterhead, dated and signed by the proponent's authorized representative. Provide a brief introduction to your company.

Tab 2: Executive Summary – Total points available is one (1). Response not to exceed five (5) pages:

Address, in summary form, the major elements of your proposal that you would like to highlight for the reviewers' attention, and any aspect of your company's service offering that you feel is not adequately addressed elsewhere within the required proposal format.

In addition, the following three specific questions must be addressed under separate headings within this section:

- What makes your company, and your proposal, uniquely well-suited to TRAFFIX's requirements?
- What specific elements of your proposal do you believe will exceed TRAFFIX's service requirements?
- What factors differentiate your company's approach to service delivery from that of your competitors?
- Describe your understanding of TRAFFIX Program History and Organizational Structure.

Tab 3: Qualifications & Experience – Total points available is eight (8). Response not to exceed five (5) pages:

Utilize this section to describe your company's qualifications and experience as it relates to the required services. No specific format is required, but this section must address, at a minimum, the following elements:

- Corporate lineage in the provision of student transportation busing services;

- A brief description of comparable and currently active service delivery contracts being operated by the company specifically in Northern California and the Bay Area if applicable;
- The total number of school buses operated by the company (where?);
- Total number of employed drivers in Northern California (and the Bay Area?) and average years of experience;
- The total number of student transportation clients served by the company; and
- Any relevant company qualifications or experience outside of the student transportation industry.

Tab 4: References and Testimonials - Total points available is five (5). No page limitation:

Provide the following specific information:

- No less than one (1) and no more than three (3) letters of references directly relevant to the type of service required, and for contracts currently in force or completed within the past three (3) years. - Complete client contact information may be substituted for up to two (2) letters of reference.
- If applicable, a brief description of a contract that was lost or not renewed and explanation of non-renewal.

Tab 5: Proponent's Service Approach – Total points available is eight (8). Response not to exceed ten (10) pages.

Under separate headings, provide a summary description of how your company will approach the following aspects of service delivery. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your proposed service approach relative to:

- Management philosophy;
- Driver recruitment, retention, and training;
- Management of daily operations (supervisors, routing, driver assignment, dispatch, on-road supervision, etc.);
- Use of information technology; and
- Communication with (its two-way) Clients and Customers.

In addition, fully describe and quantify where possible how your company will ensure the following relative to TRAFFIX's service requirements:

- Accountability;
- Reliability;
- Responsiveness; and
- Efficiency.

Tab 6: Proponent's Commitment to Safety – Total points available is fifteen (15). Response not to exceed five (5) pages.

Under separate headings, address (at a minimum) the following specific questions. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your commitment to safety:

- What are the most relevant aspects of your company's safety program?

- How does your firm measure its safety success?
- How has that measurement or metric changed over the past three years?
- How does your firm ensure operations are safe day to day?

Tab 7: Vehicles & Fleet Management – Total points available is five (5). Response not to exceed five (5) pages.

Under separate headings, address (at a minimum) the following specific questions. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements vehicle and fleet management program:

- How do you intend to meet (or exceed) the contract's fleet equipment and age requirements (e.g., fleet replacement program description)?
- What are the particular strengths of your company's fleet inspection, maintenance, and repair program?

Tab 8: Proponent's Staff – Total points available is four (4). Response not to exceed five (5) pages, excluding bios.

Provide the following required information:

- Provide a proposed organizational chart to deliver the proposed services.
- Provide a description of your firm's capacity to accept the proposed work and to deliver on all of the service requirements.
- Provide brief biographical information for the key management personnel you expect to assign to the proposed services.

Tab 9: Transition Plan – Total points available is five (5). Response not to exceed five (5) pages.

Provide a summary description of the process you will follow to initiate operations and prepare for the start of service delivery to include, at a minimum, the following elements. Provide page references to specific elements of appended information (see Tab 11), where deemed necessary or desirable to more fully describe elements of your proposed transition plan:

- Facility identification & acquisition;
- Fleet acquisition;
- Management and driver staffing;
- Service location familiarization (schools, geography, etc.); and
- Client communications during the transition.

Tab 10: Financial Stability - Total points available is three (3). No page limitation

Provide the following required information:

- A sample certificate of insurance that meets the contract requirements;
- Income statements and balance sheets or tax returns for past two years; and
- Describe your source of capital or financing for vehicle procurement and working capital needs, with substantiation.

Tab 11: Communication Plan – Total points available is three (3). Response not to exceed five (5) pages

Provide a summary description of the process you will follow, and the tools or mechanisms you will utilize, to ensure a proper communication protocol is established with TRAFFIX and other stakeholders to include, at a minimum, the following elements:

- Communication between drivers, dispatcher, and Program Manager in the event of:
 - Late arrival/departure of buses from the bus yard, to schools or to stops along the routes
 - Behavioral incidents on buses
 - Mechanical issues on buses
 - Emergencies, unforeseen incidents, road situations
- Customer service with stakeholders:
 - Telephone, email contact and response to system users and school administrators
 - Customer Service Tracking software
- Meetings and reporting:
 - Proposed schedule for, and type of meetings with TRAFFIX and other required meetings
 - Proposed schedule for, and type of regular reporting to be provided to TRAFFIX

Tab 12: APPENDIX: Additional Information – Total points available is two (2). No page limitation.

Provide specific, page-referenced supporting detail to Tabs 5, 6, 7, and 9 as required or deemed desirable by you. Also, at your sole option, you may describe any other important elements of your company's operations or other important factors you do not consider to be adequately addressed elsewhere in the required proposal format.

Tab 13: Technology Plan – This is a proposal compliance item that must be included to be qualified. No points available.

TRAFFIX may consider expanding the use of technology within their operation. Provide a summary description of the approach you will use to deliver bus tracking technology:

- Bus Tracking platform
- Student Tracking Technology
- GPS unit specifications
- End user access
- Separate Pricing per bus for the following: bus tracking technology and student tracking

Cost Proposal

Available Points- 40

A total of 40 points will be applied to the service pricing on per day basis.

Cost proposal shall be submitted on a basis of a cost per bus per day and shall be submitted as directed on the Student Transportation Contract Pricing Form (Attachment B). Cost proposals will be evaluated on the basis of the cost per bus per day for the five-year term.

No pricing information is to be included in the Technical Proposal. One hard copy of **Attachment B** or an exact replica, in its entirety, together with one electronic copy on a flash drive or other portable media and with all required information must be included in a separate, marked, sealed envelope as part of the proponent's submission.

List of Attachments

- Attachment A** – Student Transportation Contract Template
- Attachment B** – Student Transportation Contract Pricing Forms
- Attachment C** – Current and Prospective Route Descriptions
- Attachment D** – Current and Prospective Schools List

Attachment A – Student Transportation Services Contract Template

CONTRACT FOR FURNISHING STUDENT TRANSPORTATION SERVICES

This contract ("Contract"), is entered into this day of _____, 2019 ("Effective Date"), between the Measure J Traffic Congestion Relief Agency dba TRAFFIX ("TRAFFIX" or "Agency") and _____, a _____ corporation ("Provider").

Recitals

WHEREAS, in order to reduce traffic congestion in the Town of Danville, City of San Ramon and adjacent unincorporated Contra Costa County, TRAFFIX desires to obtain student transportation services for students attending targeted schools in the San Ramon Valley within a geographic area that is consistent with the boundary of the San Ramon Valley Unified School District ("School District") under the terms and conditions of this contract.

WHEREAS, Provider states and declares that it can furnish this student transportation in accordance with the terms and conditions of this Contract; and

WHEREAS, this Contract was awarded by TRAFFIX to Provider, and Provider has provided the requisite insurance certificates and other documentation required by TRAFFIX.

NOW, THEREFORE, the parties agree as follows:

1. General Provisions

a. Incorporation by Reference; Hierarchy of Documents

The following documents constitute this Contract:

- i. Contract
- ii. Request for Proposals
- iii. Provider's Proposal

In the event of any conflict in the various terms of these documents, the terms of this Contract shall control over the other documents, while the terms of the Request for Proposals shall control over the Provider's Proposal.

b. Amendments to this Contract

The Contract may be amended by mutual written agreement of the parties. Amendments may be proposed by either party in writing and delivered to the address for the giving of notices provided elsewhere in this Contract.

c. Contract Term

The initial term of this Contract is for five (5) years beginning on the Effective Date noted above. A maximum of three (3) one-year extensions may be proffered as provided for below.

d. Option Terms for Renewal Beyond Contract Term

The Contract is renewable by mutual agreement of the parties for a maximum of three (3) additional one-year terms. The negotiation of the terms and conditions of any option extension shall occur on or before February 1st of the preceding contract year. The Contract, as renewed, shall include all the terms and conditions of this Contract not expressly modified during negotiations. Agency shall give Provider written notice of such extension on or before February 1st of the renewal year. In the event Agency fails to provide notice to Provider by February 1st of the given year, Agency shall have until 10 days following notice from Provider of its failure to provide notice of its intent to extend the contract to provide notice of such intent, provided that no such notice may be given after July 1st of the renewal year. The Contract as renewed shall include all the terms and conditions of this Contract. The Contract may be renewed for a maximum of two contract years.

e. Termination

i. Termination for Cause

If the Provider fails to comply with a term or condition in this Contract, or if the Agency determines that the Provider is in any other way unfit, unqualified, or unable to perform the transportation needs of the Agency under this Contract, except due to circumstances described in Section I.4.D. Force Majeure, above, the Agency shall notify the Provider, in writing, as to the nature of the deficiency. If the deficiency is not remedied, or arrangements satisfactory to the Agency for the correction are not made within thirty (30) days from the date of the notice, the Agency may terminate the Contract by providing the Provider with fifteen (15) days' notice of termination. If the deficiency is a loss of certification or a loss of insurance coverage, the Agency may terminate without providing a thirty (30) day cure period.

ii. Damage Provisions

If the Agency terminates this Contract for cause, the Agency may secure replacement services described in this Contract from another firm or provide service itself for the remainder of the Contract's duration. If the cost of the replacement service exceeds the cost of services under the rates in the Contract, the reasonable excess cost shall be charged to and collected from the Provider.

iii. Termination or Modification of Service due to Lack of Funding

Provider understands that during the term of this contract, the Agency is dependent upon Measure J funds from the Contra Costa Transportation Authority ("CCTA") for its annual revenues to pay for services provided by Provider. The Agency and CCTA will enter into a cooperative agreement for this student transportation program and appropriates funds on an annual basis after review and acceptance of an annual report and budget from the Agency.

Payments by the Agency to Provider under this contract are subject to receipt by the Agency of the annual appropriation under a Cooperative Agreement with CCTA. If the CCTA does not make available funds under the Cooperative Agreement, the Agency may terminate, reduce or modify Provider's services without further obligation upon giving Provider ninety (90) day's written notice.

f. Legal Compliance

i. Provider will comply with any and all applicable federal, state, county, municipal, and local laws, statutes, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Contract that pertain to the provision of student transportation services

to TRAFFIX. Vehicle equipment and services covered by this Contract must comply with applicable laws, ordinances and other legal requirements, including, but not limited to the Federal and California Laws, rules and regulations governing the operation of school transportation vehicles, the pertinent provisions of the California Vehicle Code and California Education Code, the pertinent provisions of the California Code of Regulations, pertinent provisions of the California Highway Patrol and Motor Vehicles Rules and Regulations, and policies, regulations and directives of the State Board of Education and the Contra Costa County Office of Education and County Superintendent of Schools, the School District and the Agency. School bus fuel storage tanks must be DOT certified. Provider shall comply with California Education Codes 45125.1, which requires, in part, that employees having any contact with students while performing a contract with a school district, must submit or shall show evidence of current acceptance of their fingerprints in a manner authorized by the Department of Justice. Provider shall provide the Agency with evidence of compliance with the California Education Code fingerprinting requirements prior to performing any services under this Contract.

- ii. This obligation of compliance extends to every aspect of student transportation service provision including, but not limited to: school buses and related vehicles; school bus equipment; school bus licensing; employee training; employee certification; driver licensing; employee background checks; employee drug and alcohol testing; first aid certification; emergency preparedness; environmental compliance; fueling; traffic and parking; and others.
- iii. Provider is responsible for having full knowledge of all such laws, statutes, ordinances, as well as any applicable policies or regulations at all times over the term of this Contract.
- iv. This contract is made in Contra Costa County and shall be constructed in accordance with the laws of the State of California. Venue for any litigation shall be Contra Costa County.

v. Nonexclusive Contract

Nothing in this Contract limits the rights of TRAFFIX, the City of San Ramon, the Town of Danville, the County of Contra Costa, or the San Ramon Valley Unified School District to contract separately with other vendors for transportation services of any kind.

vi. Failure to Enforce a Default or Other Right

The failure by either party at any time to enforce a default or right reserved to it, or to require performance of a term, covenant, or provision by the other party at the time designated, is not a waiver of any such default or right to which the party is entitled nor shall it in any way affect the right of the party to enforce such a provision later.

vii. Severability

Should any part of this Contract be found illegal or invalid for any reason, that part alone shall be severed and such invalidity shall not affect other provisions of this Contract which can be given effect without the invalid provision, and the remainder of this Contract shall remain in full force and effect.

viii. Dispute Resolution

The parties agree to meet and confer in good faith on all matters and disputes under this Contract.

ix. Paragraph Headings

Paragraph headings are for convenience and are not to be considered as included in the Contract

language.

x. Survival

All obligations arising prior to the termination of this contract and all provisions of this contract allocating liability between TRAFFIX and Provider survive the termination of this contract.

xi. Entire Contract

The Contract includes all the documents referred to in paragraph 2.a. All agreements between the parties are included and no warranties, expressed or implied, representations, promises or statements have been made by either party unless endorsed in writing and no change or waiver of a provision shall be valid unless made in writing and signed by the parties.

g. Provider's Licensing, Insurance and Indemnity Obligations

i. Permits and Licenses

Provider shall obtain and maintain in force the licenses and permits required by law for furnishing K-12 student transportation services.

ii. Insurance Requirements

Provider shall furnish evidence of insurance covering all operations under this Contract in a form and with companies acceptable to TRAFFIX as follows:

Liability Insurance- LIMITS OF LIABILITY (MINIMUM): \$5,000,000 combined single limit per occurrence/aggregate for automobile liability, including bodily injuries and property damage; \$10,000,000 combined single limit per occurrence/aggregate for general liability, including personal injury;

Provider shall provide for a minimum of \$5,000,000 of this insurance with a company or companies admitted to conduct business in the State of California by the State Commissioner of Insurance. Provider may provide the excess \$5,000,000 through \$10,000,000 in coverage with a reputable insurance company through a surplus lines broker. Self-insurance is not acceptable. All insurance is subject to approval by TRAFFIX.

Insurance shall provide coverage for passengers from the time they are delivered into the custody of Provider or the custody of Provider's employees, when being picked up at home, school, or other designated location, until Provider or Employees release them to the school or designated location;

Provider shall not begin work under this Contract until Provider has obtained at its own expense all the insurance required under this section, and until such insurance has been approved by TRAFFIX. Approval of the insurance by TRAFFIX does not relieve or decrease the liability of Provider under the terms of the Contract; and

Provider shall furnish to TRAFFIX by the effective date of the Contract and by June 15th of each year thereafter in which the Contract is in force proof of the insurance coverage described above in a form and with companies acceptable to TRAFFIX.

The Policy shall contain the following provisions:

- The Contra Costa County Transportation Authority, Measure J Traffic Congestion Relief Agency, TRAFFIX (TRAFFIX), City of San Ramon, Town of Danville, County of Contra Costa, and San

Ramon Valley Unified School District are additional insureds for all liability arising out of the operations by or on behalf of the named insured, and protects the additional insured, their officers, agents, and employees against liability for bodily injuries, deaths or property damage or destruction arising in any respect directly or indirectly from the performance of the Contract;

- The inclusion of more than one additional insured will not operate to impair the rights of one insured against another insured and the coverage's afforded will apply as though separate policies have been issued to each insured. The inclusion of more than one additional insured does not increase the limit of liability under the policy;
- The insurance supplied by Provider is primary, but only with respect to liability arising out of the performance under this Contract. Insurance held or owned by TRAFFIX, City of San Ramon, Town of Danville, County of Contra Costa, and San Ramon Valley Unified School District is not contributory.
- Coverage provided by the policy will not be reduced or canceled without sixty (60) days written notice given to TRAFFIX by certified mail; and
- The insurance must be occurrence based, and not a claim made policy (policies). Certificates of insurance must be evidence this.

The following documentation of insurance shall be submitted to TRAFFIX and approved before beginning work:

- Certificates of insurance showing the limits of insurance provided; and
- Signed copies of the specified endorsements for each policy

Workers Compensation Insurance- Provider shall maintain in effect during the entire life of the Contract Workers Compensation and Employer's Liability Insurance providing full statutory coverage, or shall undertake self-insurance in accordance with applicable statutory requirements of the State of California. In signing this Contract, Provider makes the following certifications, required by sections 1861 of the California Labor Code:

"I am aware of the provisions of Section 3700 of the California Labor Code which requires every employee to be insured against liability for workers' compensations or to undertake self- insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Property Insurance –Provider shall maintain a policy, or obtain coverage through its landlord's policy, for property insurance covering the shop buildings and related personal and real property. Such insurance shall be sufficient at minimum to repair or pay the depreciated value of the damaged property.

iii. Hold Harmless/Indemnification

Provider agrees to indemnify, hold harmless and defend (with legal counsel of their choosing) TRAFFIX, the Contra Costa Transportation Authority, City of San Ramon, Town of Danville, County of Contra Costa, and San Ramon Valley Unified School District, their officers, agents, and employees from and against all claims, damages, losses and expenses, including reasonable costs and attorneys' fees arising out of or resulting from the performance of the Contract. Such indemnification obligation also includes, but is not limited to, claims of injury to Provider's employees (and their heirs) while in

the course and scope of their employment under this Contract. Notwithstanding the foregoing, Provider will not be required to indemnify TRAFFIX from any claims, demands, or causes of action arising from the sole gross negligence or intentional misconduct of TRAFFIX.

2. Student Transportation Service Requirements

a. Transportation Service Provision – Programs, Types, and Volume

- i. Provider will furnish transportation services from bus stops to school and from school to identified drop-off stops for all pupils assigned to Provider by TRAFFIX under this Contract. Transportation services may also include, at TRAFFIX's sole discretion, training runs, mid- and/or post-day routing between schools and specific educational programs before, during, or after the regular school day.
- ii. TRAFFIX reserves the right at any time during the term of this Contract to alter rider eligibility policies and other parameters that may increase or decrease the amount of service to be provided in accordance with this requirement.
- iii. The number of vehicles agreed upon at the onset of this contract to be operated by Provider in accordance with this requirement may increase or decrease by ten (10) percent per year at the prices established in this Contract. A change of more than ten (10) percent per year will require Provider and TRAFFIX to renegotiate prices for the balance of the Contract term.
- iv. Scope of Work. The services shall consist of furnishing student transportation as required for students of attending schools within a geographic area that is consistent with the boundary of the School District, to and from schools operated by the School District and to and from other points as designated by and approved by the Agency. Such transportation shall be provided by buses and at such times and places as shall be specified by the Agency. As the School District may change class hours and adjust starting times, the Agency may increase or decrease service. Such increase or decrease may result from budgetary factors or other issues. These service level adjustments may result in periodic increases or decreases in the number of buses required or the number of days of the school year requiring student transportation.
- v. The Agency reserves the right to increase or decrease the number of school days during which the TRAFFIX Program would operate student transportation service within the contract period. Should the Agency increase or decrease the number of school days, then the Agency will enter into negotiations with the Provider to establish a mutually agreeable daily base rate to reflect the incremental increase or decrease in operating days.

b. Transportation Service Provision – Operating Parameters

- i. Provider will furnish the required services in conjunction with the parameters established by TRAFFIX as regulations, policies, or procedures. These may be altered at any time over the term of this Contract and at the sole discretion of TRAFFIX.
- ii. TRAFFIX's current transportation operating parameters shall be furnished to Provider prior to commencement of services in each Contract year.
- iii. Route Development

The development of transportation routes shall be the responsibility of the Provider and proposed

routes furnished to TRAFFIX for review not later than one (1) month prior to the commencement of service in each Contract year. TRAFFIX shall provide written approval of the routes not later than two (2) weeks prior to the commencement of service in each Contract year. It will be the mutual responsibility of Provider and TRAFFIX to resolve any issues and concerns with the transportation routes. Provider must acquire, at its expense, a license to the transportation management software (Versatrans) designated by TRAFFIX. Provider must ensure that its management and administrative staff are fully trained and capable in the operation of the designated software by the commencement of the contract period.

iv. Provider is to perform the routes and route packages agreed upon, except that:

- Deviations may occur based upon:
 - a. A particular day's riders, schedule or weather;
 - b. Unforeseen traffic situations or incidents;
 - c. The bus driver or Provider's concern that following the prescribed route creates an unsafe circumstance; or
 - d. An emergency.
- Provider will immediately report to TRAFFIX, in accordance with the designated communication plan, the following exceptions associated with performing the routes as designed:
 - a. Zero (0) riders at morning or afternoon bus stops;
 - b. Late arrival at a particular school in the morning of five (5) minutes or more; or
 - c. Late departure from a particular school in the afternoon of five (5) minutes or more.
- Provider will immediately report, in a manner acceptable to TRAFFIX, the following exceptions associated with performing the routes as designed:
 - a. Road closure causing a route deviation;
 - b. Any route turns, turnarounds or route paths that should be altered to reduce unnecessary travel or minimize potentially unsafe circumstances;
 - c. Any bus ridership that is beyond the parameters established as acceptable by TRAFFIX;
- Provider will make every effort to notify TRAFFIX of route changes at least two (2) school days before the change is to occur.
- Provider will comply with route change orders from TRAFFIX within two (2) school days of notification.

3. Provider Accountabilities & Responsibilities

a. Safe Service

- i. Student, constituent, and Provider employee safety is paramount and will be the highest priority consideration in the delivery of services under this Contract.

- ii. Provider shall immediately inform TRAFFIX of any current policies, regulations, procedures, or practices that may conflict with safety prioritization.
 - iii. Provider shall not intentionally compromise safety in order to achieve any of the requirements of this Contract.
 - iv. Provider shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
 - v. Provider will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Contract.
- b. Appearance of Provider Resources
- i. The appearance of Provider's vehicles, facilities, work areas, and employees will meet the higher of 1) standards specified by TRAFFIX in an Exhibit to this Contract, or 2) customary and reasonable standards for the student transportation industry.
 - ii. TRAFFIX may, at its sole discretion and at any point over the term of this Contract, impose specific dress, condition, or cleanliness standards upon Provider as may be deemed appropriate.
- c. Provider Employee Conduct
- i. The conduct of Provider's employees will meet the higher of 1) standards specified by TRAFFIX in an Exhibit to this Contract, or 2) customary and reasonable standards for the student transportation industry.
 - ii. Provider will be responsive to written direction provided by TRAFFIX as to any personnel or conditions deemed to be insufficient relative to these standards.
 - iii. TRAFFIX may, at its sole discretion and at any time over the term of this Contract, mandate a change to Provider's management personnel if TRAFFIX determines that Provider's repeated and progressive efforts to resolve a specific and documented shortcoming identified by TRAFFIX have been unsuccessful.
 - iv. Provider must comply with any TRAFFIX request for the removal of an employee providing service under this Contract if such removal is deemed to be in the best interest of TRAFFIX, and on submission of written documentation to Provider documenting the reasons for the request.
- d. School Bus Driver Requirements
- i. General Requirements

The Provider shall provide qualified drivers for each vehicle, employed, trained and licensed in accordance with the California laws, rules and regulations governing the operation of school transportation vehicles, and experienced with the regulations and handling and supervision of students. All drivers shall be certified by the California Highway Patrol. It is the Agency's intent to provide high-quality transportation services and to ensure the safety and comfort of the School District's students. Toward that end, the Provider shall uphold the following standards for personnel:

Provider shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Provider shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus. Provider shall at all times abide by applicable local, state and federal laws and regulations in its hiring

practices.

The use of tobacco and the possession or use by any person of alcohol, controlled substances, illegal drugs, firearms, knives, or other weapons on school buses is prohibited.

ii. Pre-employment Screening

The Provider shall develop and implement an employment screening program for all candidates for employment. Provider has identified its screening programs in its proposal. These screening programs shall be in addition to state screening requirements and California Highway Patrol screening requirements and shall be designed to assist the Provider in determining the candidate's suitability for assignment to student transportation services. All drivers shall meet Agency training, safety, and operational requirements.

iii. Credentials and Related Requirements

a. Licenses and Permits

Every driver employed by the Provider to provide service to the Agency must have and maintain a valid Class B or other legally required California Driver's License, a valid California School Bus Driver's Certificate, and any other applicable license or permit. Every driver shall possess all other licenses and certifications required by federal, state and local law. Upon request of Agency, Provider shall provide evidence that all personnel meet these requirements.

b. Health Requirements

Each school bus driver employed by the Provider to provide service to the Agency shall be in good health. Before driving a school bus in service for the Agency, each driver shall have a chest x-ray or skin test indicating the driver is free from tuberculosis. Chest x-rays or skin tests shall be required every four (4) years at Provider's expense. Each driver must pass a drug-screen and submit to random drug screening as described in Provider's Proposal. Provider shall establish and maintain a record-keeping system to assure that each driver meets this requirement. This system shall be available for review by the Agency or its designee.

c. Background Checks

Provider shall perform criminal and driving record background checks of all personnel employed in the operation of the service, and shall provide evidence that no employee utilized in the operation of service is listed in the Child Abuse Registry or Sex Offender Registry. Each driver shall have a five-year driving record free of moving violations.

iv. Training Requirements

a. The Provider shall provide or arrange for all legally required and other training as is needed to ensure that qualified drivers are available to provide transportation services described in this Contract.

b. Before a driver may transport students for the Agency, the driver, whether permanent, temporary, or substitute, must have completed original training as specified by California Vehicle Code and other training as required by law. In addition, every driver must each year complete such in-service training as is required by the California Code of Regulations and the California Education Code in order to maintain a valid School Bus Driver's Certificate.

c. At least once each year before beginning service for each school year, all drivers, whether permanent, temporary, or substitute, shall participate in an Agency-approved, Provider-provided orientation program. The driver orientation shall include, but not be limited to: student management; communication with parents, schools and the general public; discipline on the

school bus; defensive driving; first aid; use of all safety equipment for the school bus; plan for emergency evacuation students; use of two-way radio; orientation in the routing and scheduling system used by the Contract Program Manager. This orientation program may count towards the driver's mandated in-service training.

- d. The Agency reserves the right to call periodic bus driver training meetings requiring mandatory attendance of all drivers servicing students. Such meetings may not exceed three (3) hours per year per driver, not including travel time. The Provider shall assume the costs associated with drivers' wages as a result of these meetings.
 - e. Each driver shall have had CPR training and First Aid Training and shall hold valid First Aid Certificate and CPR Certificate issued by the American Red Cross or an organization of comparable status.
 - f. Safety is of paramount concern to the Agency. In recognition of this priority, the Provider shall plan and implement a comprehensive safety program and shall ensure the availability of a state certified School Bus Driver Instructor to conduct the program. The program shall include regularly scheduled safety meetings for drivers. The agenda of the meetings shall be available to the Agency. Time spent in safety meetings may be counted toward annual in-service training requirements.
 - g. The Provider's management staff shall evaluate all drivers on their routes for the purpose of observing their driving practices with respect to safety, mechanical operation, compliance with laws, policies and regulations, adherence to established routes and schedules, handling of students, and other factors inherent in the transportation of students. The Provider shall evaluate all drivers once every six (6) months during their first year of employment with the Provider and one (1) time per year thereafter. A copy of each evaluation report shall be made available to the Agency upon request.
- v. Other Requirements
- a. Age
Each driver must be at least twenty-three (23) years of age.
 - b. Identification Badges
Each driver shall be well-groomed, appropriately dressed, and shall wear a company identification badge with name and photo at all times while driving students for the Agency.
 - c. Time Pieces
Provider shall require each driver to have an accurate time piece while on duty to maintain established scheduled route times.
 - d. Map Books
Each driver, whether permanent, temporary or substitute, shall be required to carry a map book of the area at all times.
 - e. Radios
Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
 - f. Messages
Each driver shall be required to check in with Provider for messages via radio each morning and

- afternoon as the driver begins a route.
- g. **Unsafe Equipment**
In addition to all other safety requirements, each driver shall also be responsible for notifying the Safety Program Supervisor of equipment suspected to be unsafe for transportation use.
 - h. **Policies and Procedures**
Each driver, shall be familiar with and shall abide by the rules, policies and procedures of student transportation as provided by the State of California and School District.
 - i. **Temporary Removal of a Driver**
If a concern arises regarding appropriateness of driver on a route, the Provider shall, upon receipt of notice from the Agency, immediately temporarily remove the driver from the duty of conveying a student until such time as the concern is resolved to the satisfaction of the Agency.
 - j. **Change of Route Assignment**
The Agency reserves the right to change the route assignment of a driver if the best interest of student transportation will be served.
 - k. **Student Transfers**
A driver may not transfer a student to or from another vehicle going to or coming from school except in case of emergency or equipment breakdown, or unless the bus schedule calls for such transfer.
 - l. **Lateness**
A driver shall contact the dispatcher immediately upon determination that the bus will be in excess of five (5) minutes late in the pickup or delivery of students. Dispatch shall immediately notify all necessary persons, including parents, teachers and the Contract Program Manager.
- vi. **Discipline on the School Bus**
 - a. For the purpose of passenger safety, the bus driver shall require that bus riders behave themselves, remain seated and reasonably quiet. The bus driver shall report each rider who refuses to comply with the bus driver's request to abide by the rules to the Operations Manager who shall temporarily or permanently remove the offending rider or take other appropriate effective action.
 - b. A driver who experiences a discipline problem and cannot identify an individual for citation shall file an incident report with the Provider. The Provider will report serious or persistent student misconduct to the Contract Program Manager.
 - vii. **Drug and Alcohol Detection and Use Prevention**
The Provider shall implement a comprehensive drug and alcohol detection and use prevention policy designed to be used for all employees of the Provider who will be performing services under this Contract, including both drivers and mechanics. The Policy shall be submitted to the Agency and approved before Provider begins work.
- e. **Provider Vehicles**
 - i. Provider shall acquire new 80-seat buses equipped with engines meeting current California air quality standards for the Contract. Each bus shall be new at the start of the Contract. Each bus must be properly certified by the California Highway Patrol, and meet all requirements of the California Code of Regulations and the California Vehicle Code.

- Provider will adhere to a minimum spare vehicle requirement of fifteen (15) percent of the total regular daily routes operated.
 - Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations.
- ii. DEDUCTIVE ALTERNATIVE 1: Provider will provide school transportation vehicles of sufficient number, quality, and dependability to perform Transportation Services within the requirements of this Contract, including, but not limited to the Legal Compliance and Minimum Service Level Criteria paragraphs of this Contract, and the following:
- The average age of Provider's fleet of regular route and spare vehicles shall not exceed five (5.0) years in age.
 - No Provider vehicle regularly assigned to a scheduled route shall exceed twelve (12.0) years in age.
 - The age of each vehicle shall be measured from the date the vehicle was first placed in service as a new vehicle.
 - Entire fleet must be equipped with functioning seatbelts.
 - Provider will adhere to a minimum spare vehicle requirement of fifteen (15) percent of the total regular daily routes operated.
 - Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations.
- iii. DEDUCTIVE ALTERNATIVE 2: Provider will provide school transportation vehicles of sufficient number, quality, and dependability to perform Transportation Services within the requirements of this Contract, including, but not limited to the Legal Compliance and Minimum Service Level Criteria paragraphs of this Contract, and the following:
- The average age of Provider's fleet of regular route and spare vehicles shall not exceed eight (8.0) years in age.
 - No Provider vehicle regularly assigned to a scheduled route shall exceed fifteen (15.0) years in age.
 - The age of each vehicle shall be measured from the date the vehicle was first placed in service as a new vehicle.
 - Entire fleet must be equipped with functioning seatbelts.
 - Provider will adhere to a minimum spare vehicle requirement of fifteen (15) percent of the total regular daily routes operated.
 - Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations.
- iv. Provider will submit an inventory of their vehicle fleet to be assigned to the provision of services under this section of the Contract, with content and in a format acceptable to TRAFFIX, a minimum of one-month prior to the commencement of services under this Contract, and at least one-month prior to each

subsequent annual anniversary date of the Contract.

- v. Provider will supply all of the vehicle equipment required for service delivery. This may include, but is not limited to: wheelchair lift-equipped vehicles; wheelchair tie-downs; and other special equipment.
 - vi. Provider vehicles will be equipped with seat belts as required by State statute and two-way voice communications to Provider's dispatch facility.
 - vii. All vehicles shall be kept in a safe, clean, and sanitary condition, and open for examination at all times by TRAFFIX. Buses will maintain an acceptable level of physical appearance as determined by TRAFFIX, including but not limited to, seat condition, exterior paint, and clean windows and mirrors.
 - viii. Each Provider vehicle will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to TRAFFIX. The data available to TRAFFIX must, at a minimum, enable calculation of the Minimum Service Level Criteria of this Contract, and adequately support TRAFFIX's Contract Performance Management Program. If deemed necessary, Provider will conduct calculations for Minimum Service Level Criteria for TRAFFIX.
 - ix. TRAFFIX, may call for the removal, with written cause, from service under this Contract of any bus used as part of this Contract that in their opinion does not meet the requirements of this Contract. Provider, upon written notification by TRAFFIX, shall immediately cease to utilize the specific bus for any work, direct or indirect, that relates to this contract.
 - x. Provider shall provide and maintain only certified school buses which meet applicable regulations and laws relating to student transportation in California, including relevant requirements of the California Vehicle Code and the California Code of Regulations and applicable rules, regulations, and orders of the California Highway Patrol and the California Education Code. The Provider shall furnish to the Agency certificates of compliance and copies of California Highway Patrol inspections certifying that all buses furnished under this Contract are in compliance with the Vehicle Code and the Regulations of the State Board of Education. All fuel tanks must be DOT certified.
 - xi. Inspection and Maintenance of Buses

The Provider shall maintain regular and standby school buses in good and safe mechanical and operating condition. The school buses shall be maintained in accordance with all applicable regulations and laws relating to student transportation in California, including all relevant requirements of the California Vehicle Code and the California Code of Regulations, all applicable rules, regulations, and orders of the California Highway Patrol, and the California Education Code. The Provider agrees to submit the completed inspection schedule forms. Each bus shall be maintained in clean and sanitary condition and shall have good interior and exterior appearance. The Agency reserves the right to access the Provider's terminal facility at any time and inspect buses to ensure that they are maintained in good, safe, clean and sanitary condition.
- f. Software, Hardware and Related Technologies
- i. Provider will provide the software, hardware, and technical services necessary to:
 - Provide TRAFFIX with direct electronic access, via electronic file transfer or direct data system access, to Provider's AVL/GPS data.
 - Ensure all buses are outfitted with functioning video recording cameras.

- View and store as required data from digital video recording cameras.
- ii. If providing direct data system access to Provider systems, TRAFFIX's access to data will be restricted so as not to interfere with the integrity of the data system or with Provider's operations, and can be limited to ensure the privacy of Provider information unrelated to this Contract.
- g. Pre-service Route Verification
- i. Provider will perform one dry-run, defined as operating each bus at the scheduled times but without students on board, for each assigned route and route package not less than ten (10) days preceding the first day of school in each school year falling within the term of this Contract. This process will be coordinated with TRAFFIX who may monitor the process without restriction. TRAFFIX and Provider will meet within one (1) day following completion of each dry-run to assess the outcome of the dry run.
 - ii. Provider shall not be separately compensated for the dry run.
 - iii. If TRAFFIX deems, at its sole discretion, that an additional dry-run is necessary, TRAFFIX may require one additional partial or full dry-run to be performed for any route or route package. In that event, TRAFFIX will be responsible for compensating Provider at a rate of eighty-five (85) percent of the contractual rate per day per bus operated.
- h. Other Provider Responsibilities
- i. Provider will be responsible for providing all services related to the provision of Transportation Services not otherwise noted in, and not specifically reserved for TRAFFIX by this Contract. No additional compensation shall be provided for these services. These services include, but shall not be limited to:
 - Coordination of student behavior management on school buses with school officials;
 - State and TRAFFIX-mandated data collection, reporting of accident investigations; and
 - Customer service activities to TRAFFIX, school officials, parents and guardians.
- i. Cooperation with TRAFFIX
- i. Provider will work cooperatively with TRAFFIX to ensure safe, effective, and efficient Transportation Services throughout the term of this Contract. Provider will be responsive to TRAFFIX's requirements for unscheduled bus or rider-related events and special requests. No additional compensation shall be provided for complying with these requests. These requests may include, but shall not be limited to:
 - Emergency preparedness activities;
 - Student or community safety matters; and
 - Student or community health matters.
 - ii. If other services or issues arise that are previously unaddressed by TRAFFIX, Provider will make a good faith effort to address or resolve such until the matter can be referred to TRAFFIX.
- j. Strike by School District, Town, County or City Employees
- In the event of a strike or work stoppage by any employee(s) of the Agency, City of San Ramon, the Town of Danville, the County of Contra Costa or the School District, the Provider shall continue to fully perform all duties as set forth in this Contract.

k. Implementation of Service

The Provider, within thirty (30) days after the Effective Date above, shall furnish the Agency with a time line schedule detailing the following:

- i. Acquisition, Delivery and Qualification of Equipment;
- ii. Acquisition of Facilities;
- iii. Hiring of Supervisory Personnel;
- iv. Hiring and Training of Drivers and Mechanics;
- v. Driver Route Orientation; and
- vi. Provider Field Service Personnel Assignments.

This time line schedule is subject to approval by the Agency.

l. Assignment of the Contract: Subcontracts

The Provider may not subcontract, sell, assign, transfer, or encumber the Contract, any right or interest in or under the Contract, or permit any sale, assignment, transfer, or encumbrance to occur by operation of law without the prior written consent of the Agency, which consent shall not be unreasonably withheld or delayed. However, at its sole discretion, the Agency may assign this Contract if the assignment is made to a parent, subsidiary, or related company. Any attempt to subcontract or transfer this Contract or any interest in it without such consent shall be violable by the Agency and, at the Agency's election, shall constitute a material default under the Contract.

A subcontract or assignment of the Contract by the Provider with the approval of the Agency is subject to the terms and conditions of this Contract and to the rights of the Agency contained in the Contract. No transfer or assignment of the Contract by the Provider shall release it from its obligations.

m. Provider as an Independent Contractor

The Provider is an independent contractor and not an officer, agent, or employee of the Agency. Further, the Provider's employees, expressly including but not limited to drivers, are employees of the Provider and are not employees of the Agency.

n. Covenant Against Contingent Fees

The Provider warrants that no person or selling agency has been employed or retained to solicit or secure this Contract on an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the Provider for the purpose of securing business. For breach or violation of this warranty, the Agency may terminate this contract and, in Agency's sole discretion, may deduct from the Contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

o. Nondiscrimination

It is the policy of the Agency that in connection with all work performed under this Contract, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, handicap, religious creed, sex, age or marital status. Provider agrees to comply with applicable Federal and California laws including the California Fair Employment Practice Act,

beginning with Labor Code Section 1410.

4. Provider Performance

a. Contract Performance Management Program

- i. **Exhibit 1** to this Contract provides a description of the Contract Performance Management Program. Provider will be an active participant in, and will be responsive to the requirements of this program.
- ii. The Contract Performance Management Program is a non-punitive, joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve Transportation service delivery in a continuous improvement cycle.

b. Minimum Service Levels and Standards of Performance

- i. In addition, and as a supplement to the Contract Performance Management Program, the Provider will be responsible for meeting or exceeding certain Minimum Service Levels and Standards of Performance as described below. If the standards below are not met, the Provider will be considered non-compliant. Provider will monitor, track, account for, and report to TRAFFIX the data and information required to determine Provider's success in meeting or exceeding the established standards.
- ii. Provider will comply with four Minimum Service Level Standards of Performance. For the purpose of this section, a bus route is defined as either the morning or afternoon component of regularly planned and assigned daily bus routes.
 - No more than two (2) percent of all bus routes operated by the Provider in each week of the service month shall be delayed or missed as a result of the Provider's inability to provide an adequate number of qualified bus drivers or monitors as defined within this Contract. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that must be serviced by another means as a result of the Provider's failure to provide a qualified driver or monitor in a timely manner.
 - No more than two (2) percent of all bus routes operated by the Provider in each service week shall be delayed or missed as a result of mechanical problems with the Provider's assigned vehicle. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that is delayed over the course of its scheduled route as a result of a mechanical problem with the assigned vehicle.
 - Provider shall not combine routes that are considered sold out. This is a zero-tolerance standard of performance.
 - Provider shall report every incidence of delay as defined in subparagraph (1), (2), and (3) of this section to TRAFFIX within ten (10) minutes of occurrence in a manner and format acceptable to TRAFFIX. This is a zero-tolerance standard of performance.
- iii. Provider is responsible for recording and tracking all data and information required to calculate Provider performance relative to the Minimum Service Levels and Standards of Performance. This data will be provided to TRAFFIX not later than the 15th of each month for service completed in the prior service month. The data and information will be submitted in a verifiable manner and format acceptable to TRAFFIX.

- iv. If a non-compliance situation occurs, the Provider is considered to be automatically on notice whether or not TRAFFIX sends a formal written notice. A non-compliance condition must be cured within thirty
 - v. (30) days of its initial occurrence; otherwise a Minimum Service Level Performance Withholding may be imposed. Provider will comply with TRAFFIX directives to improve operations and outcomes that fall below the established standards.
- c. Force Majeure
- The Provider will be excused from performance during the time and to the extent that it is prevented from obtaining or performing the service by natural disaster, acts of God, acts of war, fire, flood, riot, terrorism, civil disturbance, loss of transportation facilities, oil or fuel shortage or embargo, commandeering of materials, equipment, products, plants or facilities by the federal or state government, labor dispute, strike or lockout. Satisfactory evidence must be presented to the Agency demonstrating that the non-performance was not due to the fault or negligence of the Provider.
- d. Minimum Service Level Performance Withholding
- i. TRAFFIX may impose a Minimum Service Level Performance Withholding factor for non-compliance with the Minimum Service Levels and Minimum Standards of Performance, as follows:
 - TRAFFIX may withhold payment of up to one (1) percent of the Provider's next regular monthly Transportation Services invoice for any single weekly instance of non-compliance.
 - TRAFFIX may withhold payment of up to three (3) percent of Provider's next regular monthly Transportation Services invoice should non-compliance continue for two consecutive service weeks.
 - TRAFFIX may withhold payment of up to seven (7) percent of Provider's next regular monthly invoice should non-compliance continue for three consecutive service weeks.
 - TRAFFIX may withhold payment of up to ten (10) percent of Provider's next regular monthly invoice should non-compliance continue for four (4) consecutive weeks.
 - ii. The number of withholding instances is unlimited, and may be repeated for each instance of non-compliance with the Minimum Service Levels and Minimum Standards of Performance requirements.
 - iii. The withheld amount may be paid in full to the Provider if the non-compliance factor resulting in the Performance Withholding instance is cured to the satisfaction of TRAFFIX following the deferral decision.
 - iv. If the non-compliance factor is not cured to the satisfaction of TRAFFIX following the deferral decision, TRAFFIX may retain the withholding without obligation to pay the Provider the withheld amounts.
 - v. TRAFFIX will notify the Provider in formal letter delivered via a traceable method to the address of record for the Provider contained in this Contract if a decision to retain a Performance Withholding is reached.
- e. Liquidated Damages
- i. In the event that standards of service defined in this agreement are continually deemed unsatisfactory, TRAFFIX's board may choose to implement the Liquidated Damages contingency outlined in this section. If the Liquidated Damages contingency is initiated, section 4d of this contract will be null and void.
 - ii. It is agreed by the Provider and TRAFFIX that if the Provider fails to deliver services under this Contract,

TRAFFIX is damaged. Due to the nature of the services rendered, it is impractical and extremely difficult to fix the actual damage to the Agency. When deficiencies occur TRAFFIX and the Provider agree that a schedule of liquidated damages may, at TRAFFIX's discretion, be imposed upon the Provider as a remedy for Inconveniences. The Provider will be notified in writing within 20 days of such deficiencies by TRAFFIX. Notification shall identify the type of infraction along with information that clearly details the date, time, location, route number, school, driver (if known), and vehicle number. Billing for such infractions are to occur within 60 days of its assessment. Failure to either timely notify or bill the Provider shall relieve the Provider of its obligations to pay liquidated damages for the particular event.

- iii. The following schedule details the liquidated damage charges that may be assessed for the failure to perform the services as expected by TRAFFIX. For the purposes of the schedule below the following definitions will hold:
 - a. Bus run is defined as a single bus path and group of bus stops to or from a principal school.
 - b. Bus route is defined as a combination of bus runs sequenced together to form a complete morning or afternoon bus trip. For purposes of this agreement, the morning and afternoon trips are considered separate routes.
- iv. TRAFFIX may assess liquidated damages in the amount of 150 percent of the daily price for each of the following Category 1 deficiencies:
 - a. Missed route- Route not performed or combined ("doubled-up") with another route.
 - b. Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
 - c. Unattended student left on bus.
 - d. Unauthorized and inappropriate discipline of student or students by driver.
 - e. Unreported accident with students on the bus.
 - f. Running out of fuel while on route.

Should any of the above deficiencies recur the same week, the damages will be assessed at 175 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same day, the damages will be assessed at 200 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same run or route, the damages will be assessed at 250 percent of the daily price per occurrence.

- v. TRAFFIX may assess liquidated damages in the amount of 100 percent of the daily price for each of the following Category 2 deficiencies:
 - a. Significantly late bus run- arriving at or departing from school twenty (20) minutes or more late (Circumstances must be within Provider's control)
 - b. Operating without an aide on the bus if said aide is designated by TRAFFIX.
 - c. Failure to meet assigned equipment size requirements for route.
 - d. Missed bus run - Run not performed or combined ("doubled-up") with another run.

Should any of the above deficiencies recur the same week, the damages will be assessed at 125 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same day, the damages will be assessed at 150

percent of the daily price per occurrence.

Should any of the above deficiencies recur the same run or route, the damages will be assessed at 200 percent of the daily price per occurrence.

- vi. TRAFFIX may assess liquidated damages in the amount of 75 percent of the daily price for each of the following Category 3 deficiencies:
 - a. Notably late bus run – Arriving at or departing from school ten (10) to nineteen (19) minutes or more late (Circumstances must be within Provider’s control).
 - b. Driver operating without the use of a seatbelt.
 - c. Intentionally operation an overloaded bus (Overload equals greater number than manufacturers capacity).

Should any of the above deficiencies recur the same week, the damages will be assessed at 100 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same day, the damages will be assessed at 125 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same run or route, the damages will be assessed at 150 percent of the daily price per occurrence.

- vii. TRAFFIX may assess liquidated damages in the amount of 50 percent of the daily price for each of the following Category 4 deficiencies:
 - a. Late bus run – Arriving at or departing from school five (5) minutes late. (Circumstances must be within Provider’s control)
 - b. Unauthorized deviations from any run. Instances where runs are altered in the interest of student safety must be reported to TRAFFIX at the conclusion of the morning or afternoon route. The report must include the circumstances and rationale for the alteration.
 - c. Unauthorized stop.
 - d. Unauthorized non-student on the bus.
Failure to maintain a clean bus.

Should any of the above deficiencies recur the same week, the damages will be assessed at 75 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same day, the damages will be assessed at 100 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same run or route, the damages will be assessed at 125 percent of the daily price per occurrence.

- viii. TRAFFIX may assess liquidated damages in the amount of 25 percent of the daily price for each of the following Category 5 deficiencies:
 - a. Equipment age infraction.
 - b. Inoperable radio on bus. (Damaged prior to dispatch or turned off by driver).
 - c. Inoperable or malfunctioning electronic student tracking system.
 - d. Disabled access to the GPS or student tracking system.
 - e. Late bus resulting from preventable operating deficiency.
 - f. Inoperable or malfunctioning video equipment.

g. Inoperable or malfunctioning seat belts.

Should any of the above deficiencies recur the same week, the damages will be assessed at 50 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same day, the damages will be assessed at 75 percent of the daily price per occurrence.

Should any of the above deficiencies recur the same run or route, the damages will be assessed at 100 percent of the daily price per occurrence.

Payment for damages will be deducted from the Provider's next invoice. In the event that there are unknown or extenuating circumstances, the Provider shall have the right of appeal. Appeals are to be made in writing within ten (10) school days and sent to TRAFFIX for review. The TRAFFIX Board of Directors shall have the sole right to review the appeal and will have the option to maintain, reduce, or eliminate the proposed penalty. The Board of Directors will be required to rule on any appeal within 45 days of receiving a written notice of appeal from Provider.

f. Provider Fiscal Efficiency

- i. Provider will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes and route packages on a quarterly basis. Where feasible, Provider will identify opportunities to modify, pair, combine, or repackage bus routes with the objective to perform transportation services in the most efficient and effective manner possible. If identified, such opportunities will be communicated to TRAFFIX not later than one (1) week following the identification. At a minimum, Provider will submit a written report to TRAFFIX, to accompany each regular invoice submission, summarizing the opportunities identified in the period covered by the invoice or, if no opportunities were identified, making an affirmative statement attesting to this fact.
- ii. Provider will immediately notify TRAFFIX, in a manner deemed acceptable by TRAFFIX, of any new programs or services that are requested of Provider by school officials or representatives, including any school building or program bell time changes. Provider shall not fulfill such requests until and if authorized by TRAFFIX.

5. Basis for Provider Compensation

a. Pricing

- i. Contract pricing shall be on a cost per bus per day basis. The pricing form included as **Exhibit B**, titled "Schedule 1: Pricing Summary for Measure J Traffic Congestion Relief Program" shall govern the calculation of Provider compensation.

b. Route Packages

- i. The Daily Bus Service Time will be comprised of a package of routing components as determined by Provider and approved by TRAFFIX. Route components may include any combination of students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Contract.
- ii. Route packages will be assembled such that individual assigned vehicles are performing logical and

efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.

- iii. Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
- iv. Route packages will be assembled such that the composition of Provider fleet is considered in matching requirements to available bus types, to the extent feasible.
- v. Morning and afternoon route packages will be paired as efficiently as possible by Provider, with the morning and afternoon schools and programs served being the same, to the extent feasible.
- vi. Provider will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

c. Dates for Student Transportation Service

- i. From the Effective Date of executed contract, the Provider shall mobilize, coordinate and undertake all activities, including but not limited to, those specified herein in order to be able to provide student transportation services as specified herein, commencing on July 1, 2018. During the term of the Contract, student transportation services are required during the following periods:
- ii. School Calendar Year - The school calendar year covers the months of August through June, inclusive. During the school calendar year, the total number of buses contracted for are estimated to be required for each of the one hundred eighty (180) school days as defined by the individual School District calendars; and
- iii. "Other Days" – "Other days" are those days when school is not in full session as designated by the School District. On the "other days," the number of buses and type of service shall be on an "available as requested" basis.
- iv. **Unscheduled Closing of Schools**
 - The Agency is not obligated to accept or pay for services agreed to be furnished by the Provider on those days when, by direction of the School District, classes served under this Contract are closed to ensure the health and safety of the students or for any other lawful reason. The decision as to the need for closing at the start of the day or for early dismissal during the day shall be made by the Superintendent of the School District.
 - The Agency agrees that the School District must notify the Provider not later than 5:30 a.m. on such days of school closures and as early as possible on such days of early dismissals. The Agency agrees to provide partial payment for student transportation service for days when Provider is notified of school closures after 5:30 a.m. in the amount of 50% of the daily rate per bus for a complete cancellation, and in a prorated amount for partial service.

6. Invoicing and Compensation Adjustments

a. Invoicing

- i. Provider shall submit an invoice to TRAFFIX no later than the 5th business day following the month in which services have been provided. The invoice shall be based upon the actual number of days of service within that calendar month. Payment shall be made to Provider within thirty (30) after receipt

of a valid invoice. The form of the invoice shall be approved by the Contract Program Manager. A "daily bus report" ("DBR") shall be submitted for each separate bus/driver combination and shall be available to the Contract Program Manager for review. A DBR is a driver's report of mileage, departure and arrival times, number of students transported, names of school sites serviced, and the beginning and end times for each trip made. Monthly invoices shall summarize home-to-school DBRs for each route during each day of the invoice period. Summaries shall be submitted to the Contract Program Manager monthly.

b. Fuel Cost

- i. Provider shall be responsible for the acquisition of all fuel necessary for service. The cost of fuel shall be incorporated into the daily rate for services provided included in the RFP.

c. Ancillary Services and Costs

- i. Provider's price proposal includes all ordinary and extraordinary costs of operation, and the Agency is not responsible for any additional costs. Provider will bear all costs associated with performing services not identified in this Contract or in the Exhibits.
- ii. Provider will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing Transportation services.

The Agency shall pay the Provider for services provided on a monthly basis. Payment shall be made within thirty (30) calendar days following receipt of a properly documented invoice, provided that no payments shall be due prior to September 30, 2018. Payment may be adjusted by an incentive or liquidated damage reduction as provided in the Contract and the Agency's document damage reports. Notwithstanding the foregoing, in no event shall any payment owed by the Agency which is not being disputed in good faith, be delinquent for more than sixty (60) days. In the event of any delinquency beyond sixty (60) days, Provider may give the Agency and the member School District written notice of the delinquency.

7. Notices

All notices to be given by the parties shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered to the address(es) shown below or such other persons, addresses or telephone numbers as may be designated in writing by the parties from time to time.

Notices to the Agency shall be sent to:

Town of Danville – Lead Agency
c/o Andrew Dillard, Transportation Manager, Town of Danville
510 La Gonda Way, Danville, CA 94526

With copies to:

City of San Ramon – Treasurer
c/o Lisa Bobadilla, Transportation Manager
2401 Crow Canyon Road
San Ramon, CA 94583

Michael N. Conneran, Legal Counsel
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

Notices to the Provider shall be sent to:

With a copy to:

8. Provider's Records and Reporting Requirements

a. Operating Records

The Provider shall maintain daily records indicating route numbers, bus numbers, driver names, the number of students transported to each site, and the number of miles and hours driven. These records shall be kept for a minimum of three (3) years. A copy of these records shall be submitted to the Contract Program Manager.

b. Personnel Records

The Provider shall maintain records that include documentation of all drivers, management personnel, and support staff in compliance with legal requirements and standards and requirements set forth in the Contract. Operator shall provide records of operator experience, training and performance, if required by Agency.

c. Fleet Records

The Provider shall maintain preventive maintenance policies, records, and schedules, all bus maintenance records, and copies of all California Highway Patrol, and California Department of Transportation Vehicle Inspection reports for buses servicing this Contract. The Provider shall make these records available for review by the Agency upon request.

d. Reports to be Submitted to the Agency

The Provider shall submit the following reports or studies to the Agency upon request and on an occurrence basis:

i. Accident Reports

Every school bus accident or incident involving a school bus collision shall be verbally reported immediately to the Contract Program Manager and the California Highway Patrol. A written report shall be submitted to the Contract Program Manager as soon as possible, but in no event later than three (3) working days after the accident.

The school bus accident report shall be clear and provide at a minimum the following:

- Number of students on board at the time of the accident and the names of each;
- Whether injuries occurred;
- The date and time of the accident;
- The route number, driver's name, location of accident, involvement of other vehicles, and nature and extent of property damage;
- The Provider's assessment of liability.
- Reports completed by the Provider's management and by the driver; and
- Reports obtained from the California Highway Patrol or from any other law enforcement agency.

ii. Route Driver Assignments

- A list, continually updated, of routes and names of drivers assigned to those routes. In addition, the Provider shall provide a daily report of all routes covered by substitute drivers.

iii. Student Citations

- A copy of each student bus citation must be provided to the Contract Program Manager and to school personnel.

iv. Summary of Late or Missed Trips

- Weekly written reports on each late or missed trip, with cause of problem and corrective action taken.

v. Notification of Hazards

- Notification of a hazard or obstacle observed by Provider's personnel along routes.

vi. Complaints

- Weekly written reports on the disposition of all complaints regarding the service provided by the Provider, whether received in writing, over the phone, or listed on the liquidated damage report. The Provider shall investigate these reports and shall provide a written reply to the complainant with a copy to the Agency, within 10 school days. Each reply shall describe any corrective action in response to the complaint.

vii. Ridership

- Weekly written reports on student ridership levels for each run for each day of the week.

viii. Other reports or studies as requested by the Agency or Contract Program Manager.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date above written.

X _____

**Measure J Traffic Congestion Relief
Agency dba TRAFFIX**

By: _____

Title: Chair, Board of Directors

Date: _____

X _____

[Provider]

By: _____

Title: _____

Date: _____

Approved as to form:

By: _____
Michael N. Conneran, Legal Counsel

Date: _____

Exhibit 1: Contract Performance Management Program

In an effort to ensure both parties are active and engaged participants, TRAFFIX will administer a comprehensive Contract Performance Management Program (CPMP). The goal of this program is to ensure a collaborative and successful transportation program while continually striving to improve the same. This is accomplished through joint commitment to, and participation in the CPMP. A combination of the Contract Compliance Audits and Contract Performance Measurement activities will be pursued under the guidance provided by the following general program description.

Program Assignments & Responsibilities

Responsibility for approving the approach, providing oversight, and managing overall contractor relations within this program resides with TRAFFIX and the Contract Manager. Specific responsibilities for program implementation include the following:

- *Program Manager (TRAFFIX)* – The Program Manager maintains overall accountability for the program. The responsibilities include the annual determination of the specific contract elements that will be subject to compliance monitoring and performance measurement as well as the completion of the annual performance assessment process.
- *Contract Manager (Provider Position)* - The Contract Manager should be a 40-hour workweek during the 10-month school year period during which transportation services are provided, and a 20-hour per week during the two-month summer period, dedicated to TRAFFIX and will be the Program Manager's counterpart. The Contract Manager will be responsible to the Program Manager for all aspects of Provider's contract compliance, overall performance, and participation in the CPMP. The Contract Manager is responsible for ensuring Provider's full understanding of the program's purpose and intent, and its specific contractual and program obligations. The Contract Manager shall provide bi-monthly report to Board of Directors, and monthly report to Program Manager / TAC.
- *Dispatcher (Provider Position)* - The dispatcher should be a 20-hour workweek employee dedicated to TRAFFIX. Dispatching shall be done by persons familiar with the local area and shall not be done by persons located out-of-state or outside of the San Francisco Bay Area. The Dispatcher must communicate with drivers and be able to operate the Provider's communications and tracking system.
- *Communications Protocol* – Regular communications, both structured and unstructured, will be one of two critical success factors. The most important element will be the regular formal and informal communications that occur between the Contract Manager and the Program Manager. It is an absolute requirement and responsibility of these two key individuals to establish open, ongoing, and consistent communications between them. **This program establishes a formal relationship between these individuals. All matters pertaining to Provider's performance obligations must be passed via this channel of communications.**
- *Annual and ongoing data submission requirements* – The contract requires that various pieces of information and data be passed between the parties at the outset of the contractual relationship and periodically throughout the contract term. These requirements are contained within the Contract itself, which also extends this responsibility to as yet unidentified requirements. This flow of data and information is the second of two critical success factors, and must never be compromised or relegated to a secondary priority.

Program Components

Annual Contract Performance Assessment – The basis for the entire program is a structured, regular performance assessment process and report that serves as the cornerstone for a culture of continuous improvement. At its core is an ongoing assessment to ensure that Provider meets the requirements established by the Contract. This takes the form of a compliance audit that will be performed on a rolling basis throughout each contract year, and is described as follows:

Contract Compliance Audit – Over the course of the contract year, each element of the contract that requires action on the part of EITHER Provider or TRAFFIX as the parties to the agreement will be subject to an auditable assessment whereby it is determined, on a pass-fail basis, as either “in compliance” or “not in compliance”. This will take the form of a checklist, but one that is modified over the course of the service year as individual issues are resolved or adjusted. The compliance report becomes an integral element in the overall annual assessment and reporting program.

The second, and equal part of the program is a set of adjustable performance measurements targeted at specific elements of Provider performance. These are in addition to the *Minimum Standards of Performance* required by the Contract, and are not subject to any punitive measures. Rather, they are determined, put in place, measured, and reported solely in furtherance of the collaborative continuous improvement cycle that is the desired outcome of the CPMP, as described here:

Contract Performance Measurement – This will serve as a structured and consistent tool to first understand, and then take action to improve Provider performance. Provider and TRAFFIX will jointly develop, on an annual basis, a list of performance elements to be tracked and measured. These will depend on circumstance and elements of the service that the parties desire to focus on for each contract year. In general, these measures will focus on:

- Safety
- Reliability
- Cost
- Routing Efficiency
- Responsiveness

Mechanisms to collect the data required and to properly track performance over time must be established by the Provider and submitted to TRAFFIX for approval.

Attachment B – Student Transportation Services Contract Pricing Forms

Schedule 1: Pricing Summary for Measure J Traffic Congestion Relief Program - New Fleet

Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Per Day (4.0 hour Minimum)
2019/20 Price per bus	
2020/21 Price per bus	
2021/22 Price per bus	
2022/23 Price per bus	
2023/24 Price per bus	

Deductive Alternate 1: Pricing Summary for Measure J Traffic Congestion Relief Program- Blended-age Fleet (5-year maximum average age)

As described in Section 3.e.ii of Contract Section. Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Per Day (4.0 hour Minimum)
2019/20 Price per bus	
2020/21 Price per bus	
2021/22 Price per bus	
2022/23 Price per bus	
2023/24 Price per bus	

Deductive Alternate 2: Pricing Summary for Measure J Traffic Congestion Relief Program-
Blended-age Fleet (8-year maximum average age)

As described in Section 3.e.iii of Contract Section. Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Per Day (4.0 hour Minimum)
2019/20 Price per bus	
2020/21 Price per bus	
2021/22 Price per bus	
2022/23 Price per bus	
2023/24 Price per bus	

Company Name _____

Signature of Authorized Agent _____

Company Address _____

City, State and Zip Code _____

Business Telephone Number _____

Email address of Authorized Agent _____

Date Signed _____

Attachment C

Current and Prospective Route Descriptions

Bus Route Number	TRAFFIX ROUTE NUMBERS*	One-Way Mileage	Round Trip Mileage
101	VG-1 and LC-1 *	9	18
102	VG-2 and LC-2 *	17	34
103	VG-3 and LC-3 *	17	34
104	GV-4 and LC-4 *	16	32
105	GV-5 and LC-5 *	16	32
106	GV-6 and LC-6 *	15	30
107	GV-7 and LC-7 *	14	28
108	GV-8 and LC-8 *	17	34
109	GV-9 and LC-9 *	17	34
110	MV-10	11	22
111	WD-11 and PV-11 *	11	22
112	CK-13 and PV-12 *	14	28
113	WD-12 and PV-13 *	18	36
114	CC-14 and PV-14 *	12	24
115	CC-15 and PV-15 *	13	26
116	NA-16 and PV-16 *	11	22
117	CA-17	10	20
118	MV-18	20	40
119	MV-19	21.5	43
119A	MV-19A	21.5	43
120	MV-20	11	22
121	SR-21	16	32
125	MV-25	20	40

* TRAFFIX Routes that are tiered between Elementary Schools and Middle Schools.

** Local Mileage from I-680

Attachment D

Current and Prospective School Descriptions

Country Club Elementary School (San Ramon)

Coyote Creek Elementary School (San Ramon)

Green Valley Elementary School (Danville)

Neil Armstrong Elementary School (San Ramon)

Vista Grande Elementary School (Danville)

Walt Disney Elementary School (San Ramon)

Los Cerros Middle School (Danville)

Pine Valley Middle School (San Ramon)

California High School (San Ramon)

Monte Vista High School (Danville)

San Ramon Valley High School (Danville)