



MEASURE J TRAFFIC CONGESTION RELIEF AGENCY

BOARD OF DIRECTORS

Meeting Agenda

Monday, November 18, 2024

3:30 PM

District II Supervisor's Office

**309 Diablo Road
Danville, CA 94526**

Written public comment may be submitted in advance of the meeting via email to admin@ridetraffic.com.

Please indicate in your email the agenda item to which your comment applies. Comments submitted before the meeting will be provided to the TRAFFIX Board of Directors before or during the meeting. Please submit public comments as soon as possible so that they can be provided to the TRAFFIX Board of Directors before, and, as feasible, during the meeting.

Any document provided to a majority of the members of the Measure J Traffic Congestion Relief Agency (TRAFFIX) Board of Directors regarding any item on this agenda will be made available for public inspection at the meeting. Members of the public may arrange to view documents after the meeting by calling the TRAFFIX Administrative Coordinator at 925-973-2649 during normal business hours.

- I. **Call to Order**
- II. **Roll Call**
- III. **Public Comment**
- IV. **Order of the Agenda**
- V. **Consent Calendar**
 - a. **Approve** the Summary of Actions from the September 16, 2024 Board of Directors meeting

VI. Reports and Presentations

- a. **Receive** updates from the Administrative Coordinator on Pass Sales, Operations, Marketing, and Outreach
- b. **Receive** First Student Location Manager Report

VII. Old Business

- a. **Discuss** and **Consider** the reactivation of the Magee/Sunhaven Bus Stop for the GV8/LC8 Bus Route
- b. **Reassemble** the Audit Subcommittee and **Appoint** Board members to the Audit Subcommittee.

VIII. New Business

- a. **Approve** Five-Year contract for Student Transportation Services with First Student, Inc.
- b. **Approve** time change for the January 27, 2025 TRAFFIX Board of Directors meeting

IX. Adjournment: The next meeting is Monday, January 27, 2025, at 2:00 pm, or other date/time deemed appropriate by the TRAFFIX Board. Meeting held at the District II Supervisor’s office, 309 Diablo Rd., Danville, CA 94526.

CERTIFICATION

I hereby certify that the foregoing agenda was posted at 309 Diablo Rd., Danville, CA 72 hours in advance of the noted meeting.

Candace K. Andersen

Candace Andersen
District II Supervisors Office

Signature: 

Email: candace.andersen@bos.cccounty.us



TRAFFIX BOARD OF DIRECTORS

Monday, November 18, 2024

V. Consent Calendar

A. Approve the Summary of Actions from the September 16, 2024 Board of Directors meeting



**MEASURE J TRAFFIC CONGESTION RELIEF AGENCY
BOARD OF DIRECTORS**

Meeting Agenda

Monday, September 16, 2024

3:30 PM

District II Supervisor's Office

**309 Diablo Road
Danville, CA 94526**

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- I. Call to Order** – Director Andersen called the meeting to order at 3:33 pm.
- II. Roll Call** – Director Andersen asked Kellie Fahey to conduct roll call.

Present:

- Director Candace Andersen (Contra Costa County Supervisor)
- Director Rachel Hurd (SRVUSD)
- Director Karen Stepper (Danville)
- Director Newell Arnerich (Danville)
- Director Scott Perkins (City of San Ramon)
- Chris Weeks (San Ramon)
- Robert Sarmiento (Contra Costa County)
- Shayna van Hoften (TRAFFIX Attorney)
- Henry Cooper (First Student)

- Kellie Fahey (Administrative Coordinator)

Absent:

- Director Marisol Rubio (City of San Ramon)

- Director Bratt (SRVUSD)

III. Public Comment – Two public comments were submitted regarding the reactivation of a bus stop. This item will be included in the November 18, 2024, BOD meeting agenda.

IV. Order of Agenda – No Changes

V. Consent Calendar

a. Approve Summary of Actions from the July 15, 2024, Board of Directors meeting.

Motion: Director Hurd

Second: Director Arnerich

Vote: 5-0, Motion Passed.

VI. Reports and Presentations Administrative Coordinator Update: Pass Sales, Operations, Marketing, and Outreach

Ms. Fahey reported that as of September 16, 2024, 1,236 bus passes had been sold, compared to 1,218 at the same time last year. Of the 2024 sales, 66 were waiver passes issued by the school district, including 12 for new students. In the 2023/24 school year, 76 waivers were issued. Students who qualified for a waiver last year remain eligible for the 2024/25 school year. Director Hurd raised concerns regarding parents reselling passes, as mentioned by a student at a recent school board meeting. Ms. Fahey assured the Board that TRAFFIX is aware of such occurrences and that the system ensures passes are scanned to verify the rider's identity. Up-to-date bus rosters are also provided to bus drivers so they can cross-check upon boarding.

Due to roadwork in San Ramon, schools impacted by TRAFFIX were provided with schedules to prepare for potential traffic delays, and parents were also informed.

TRAFFIX is exploring a spreadsheet lottery system for pass sales at Monte Vista High School for the 2025/26 school year. A more efficient system would reduce parent stress, refunds, and waitlist issues by duplicate entries

Incident Reports:

Incident 1: Monte Vista High School students were reported for inappropriate behavior on the bus (including yelling, throwing garbage, and cursing. The vice Principal addressed this, and parents were reminded of bus rules through a letter that included a link to the Monte Vista student handbook.

Incident 2: Mr. Cooper from First Student reported:

On a Pine Valley bus, a driver lost control of students, leading to a hard brake incident in which a student slid to the floor. Although the student was not injured, a follow-up meeting with the parents was conducted, and additional driver training was provided. Video coverage was excellent, and First Student verified the behavior of the students and the driver.

Marketing & Outreach:

Staff attended two registration tabling events before the start of the school year, one at the Coyote Creek Club and another at Neil Armstrong
Letters to parents residing along low ridership routes and social media posts will be sent out.

b. Receive First Student Location Manager Report

Mr. Cooper reported that First Student has a full complement of drivers and buses for the 2024/25 school year. The school year started with the normal hiccups but is now running very smoothly.

VII. Old Business

a. Adopt a resolution to open a LAIF account and **authorize** the Chair of the Board of Directors to sign the resolution.

Motion: Director Hurd
Second: Director Arnerich
Vote: 5-0, Motion Passed

VIII. New Business

a. Review and Approve the addition of Iron Horse Middle School students to the new Cal High Route (CA17A)

Ms. Fahey requested approval to allow 15 Iron Horse Middle School students to use the CA17A route, with reserved seating for \$120 for the remainder of the year (calculated at \$1.57 per day).

Motion: Director Perkins
Second: Director Hurd
Vote: 5-0, Motion Passed.

- b. **Receive** update on request for proposal process for student transportation services for TRAFFIX; **approve** recommended student transportation services provider, student transportation services contract term, and bus fleet type; and **direct** the TRAFFIX Technical Advisory Group and TRAFFIX Legal Counsel to initiate contract negotiations with the selected student transportation service.

Ms. Fahey initiated the discussion regarding the outcomes of the Request for Proposals (RFP) for a new bus vendor for the 2025/26 school year.

- The Board of Directors (BOD) instructed TAG to issue an RFP for a new bus vendor during the May 20, 2024, BOD meeting.
- The RFP was officially released on June 11, 2024.
- A pre-proposal conference was held on June 25, 2024, in San Ramon, which was attended by five vendors: First Student, Student Transportation of America and ZUM.
- Subsequently, Addendum One was issued to address questions and clarify aspects of the RFP.
- Three transportation companies submitted proposals: First Student, ZUM, and Student Transport of America (SAT).
- Based on the evaluation, TAG recommends awarding a five-year contract to First Student, which offered a cost proposal that includes either an all-new or a blended fleet.
- TAG is seeking the Board's direction on the type of fleet to pursue.
- Upon Board approval, TAG will commence contract negotiations with First Student.

Director Perkins requested clarification on the concept of a “blended fleet.” Ms. Fahey explained that a blended fleet would involve using the current fleet while gradually incorporating new buses over the next two years as the existing buses (which are five years old) become less reliable due to high mileage or mechanical issues. The average lifespan of a bus is approximately ten years. The new buses will feature state-of-the-art equipment, including additional cameras, electronics, and air conditioning. Director Perkins noted that by opting for a blended fleet rather than a completely new one, TRAFFIX could save over \$2 million (a 10% reduction).

Director Arnerich sought clarification on how electric buses were addressed in the RFP. Chris Weeks explained that while the contract emphasizes a zero-emission fleet, it does not exclusively refer to electric buses, instead prioritizing hydrogen-powered buses. Electric buses were deemed impractical due to their high cost, limited battery capacity, and the strain their weight imposes on roads.

Director Arnerich inquired where clean diesel was mentioned as a fuel source in the RFP and questioned the financial implications of not using electric vehicles (EVs). Chris Weeks, they responded that TAG is awaiting Board guidance on the type of fleet to pursue for the contract negotiations with First Student. Mr. Weeks reported that the new Area Manager of First Student expressed interest in partnering with TRAFFIX to secure grants to purchase zero-emission buses and agreed to exploring a hydrogen fuel cell electric pilot program.

Henry Cooper added that diesel-powered buses will soon be no longer available for purchase and that First Student will begin integrating gasoline-powered buses into the fleet. Director Arnerich pointed out that implementing EV or hydrogen-powered buses would substantially increase costs—by two to three times—compared to gasoline or diesel buses. Additionally, significant infrastructure would be required to support alternative-powered buses, and drivers would be unable to return to the yard between morning and afternoon runs. Director Stepper mentioned that staging buses during these times would incur additional costs.

Director Arnerich further noted that the discussion of alternative-powered buses is not part of the current agenda, which is focused on approving the existing contract. He emphasized that exploring alternative-powered buses would require a separate, detailed study. The current proposal from First Student does not include alternative fuel powered buses, so this topic should not be discussed at this meeting. Robert Sarmiento mentioned that while the RFP did request pricing for alternative-powered buses, only one vendor submitted EV pricing, and the cost was deemed prohibitive.

Director Perkins highlighted the availability of 3- and 5-year optional contracts with pricing considerations. Director Arnerich inquired whether the RFP included the option for 3-year extensions, which Shayna van Hofton confirmed.

Director Perkins made a motion for TAG and Legal Counsel to negotiate contract terms with one of the vendors for a 5-year contract using a blended fleet, with three one-year extensions included within the terms of the agreement.

Motion: Director Perkins
Second: Director Hurd
Vote: 5-0, Motion Passed.

IX. Adjournment: The next scheduled meeting is Monday, November 18, 2024, 3:30 PM, at the District II Supervisor's office, 309 Diablo Rd., Danville, CA 94526.

CERTIFICATION

I hereby certify that the foregoing agenda was posted at 309 Diablo Rd., Danville, CA 72 hours in advance of the noted meeting.

Candace Andersen
District II Supervisors Office



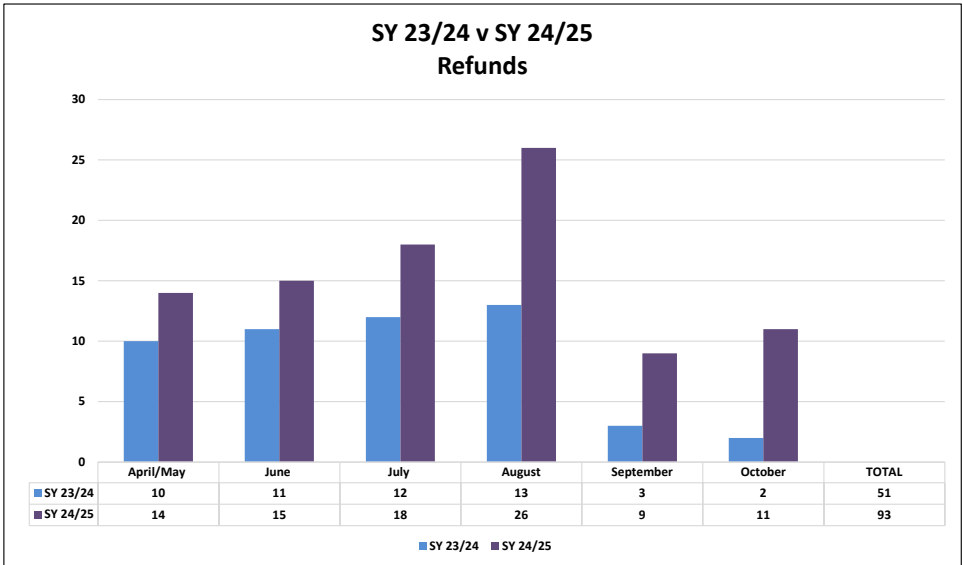
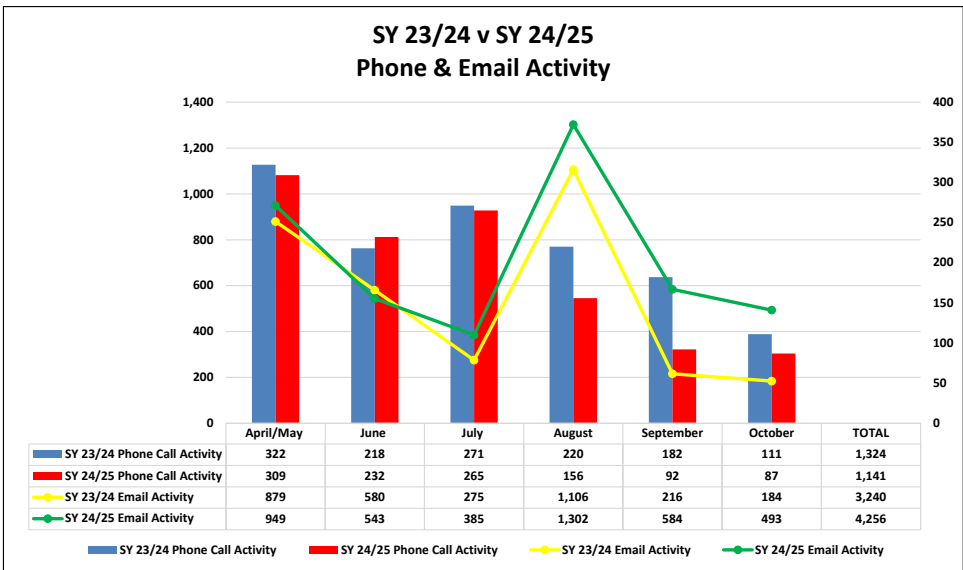
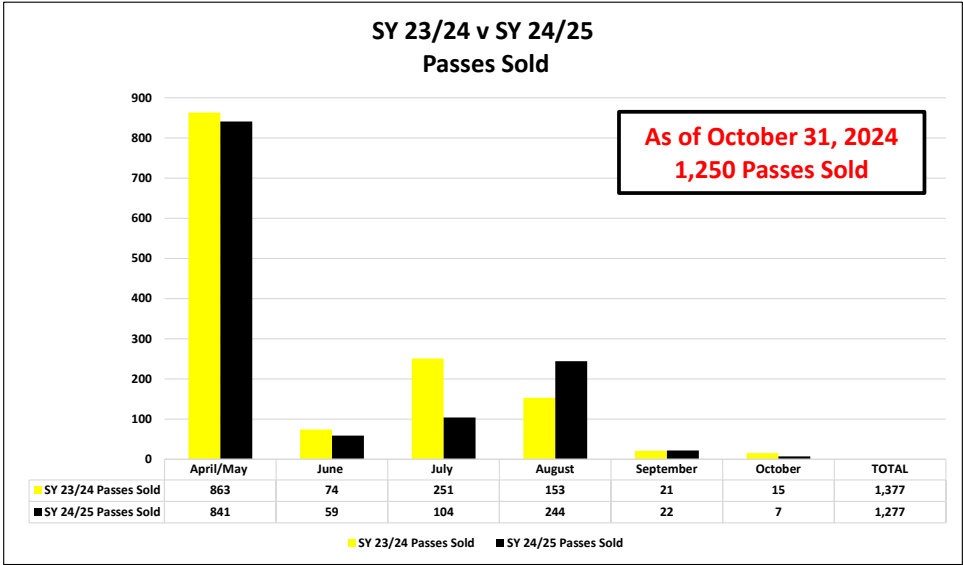
TRAFFIX BOARD OF DIRECTORS

Monday, November 18, 2024

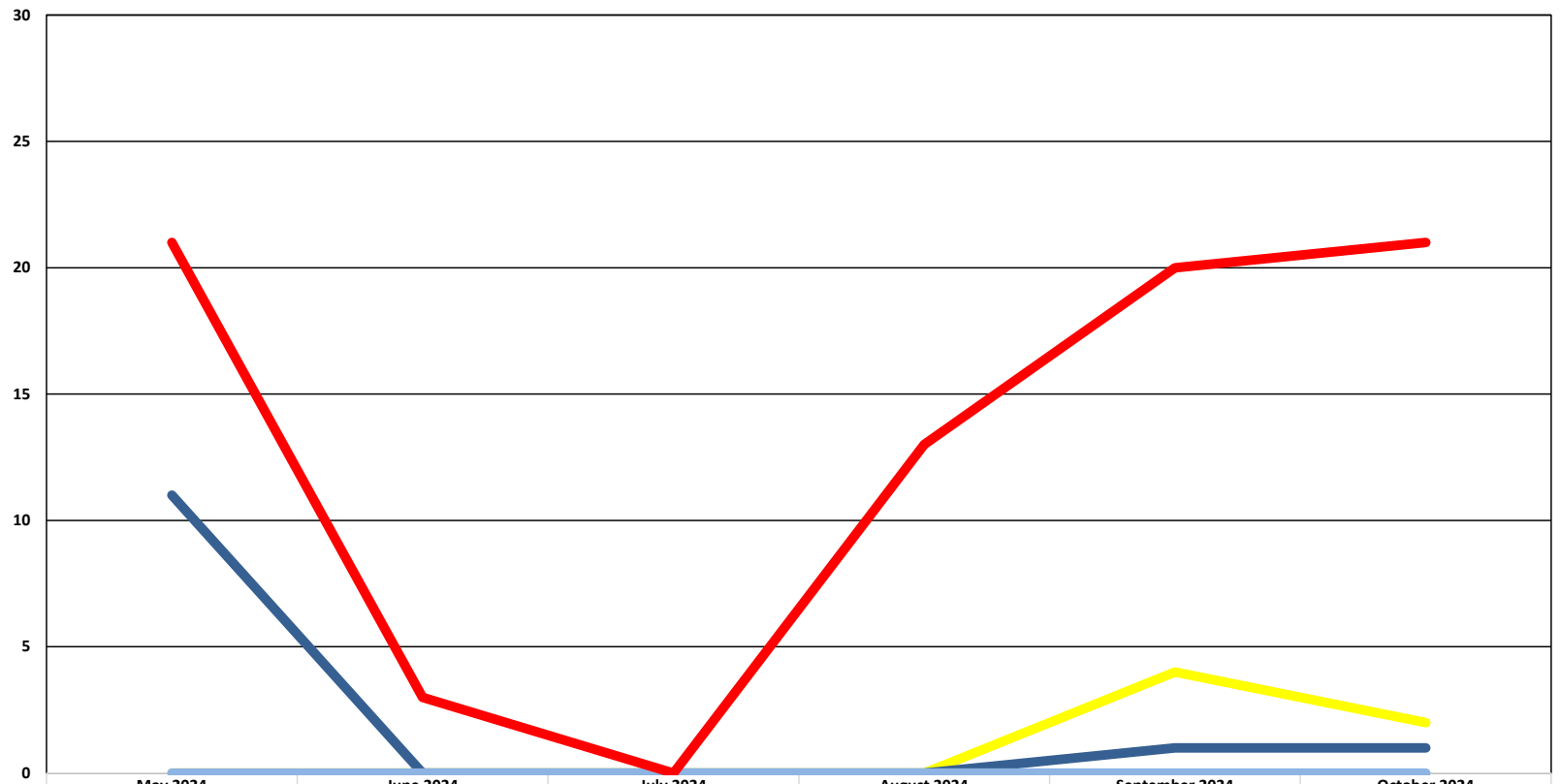
VI. Reports and Presentations

A. **Receive** updates from the administrative coordinator on Pass Sales, Operations, Marketing, and Outreach

B. **Receive** First Student Location Manager Report



First Student Operations Report



	May 2024	June 2024	July 2024	August 2024	September 2024	October 2024
Driver Reported Incidents	0	0	0	0	4	2
Combined Buses	11	0	0	0	1	1
Late Bus/ Liquidated Damages	0	0	0	0	0	0
Number of Operat Days	21	3	0	13	20	21
Number of Runs	1,638	234	0	1,014	1,560	1,638



TRAFFIX BOARD OF DIRECTORS

Monday, November 18, 2024

VII. Old Business

A. Discuss and Consider the reactivation of the Magee/Sunhaven Bus stop for the GV8/LC8 Bus Route

B. Reassemble the Audit Subcommittee and Appoint Board member subcommittee



DATE: November 18, 2024
TO: TRAFFIX Board of Directors
FROM: TRAFFIX Technical Advisory Group
SUBJECT: **Item VII A. - Consider request to reactivate bus stop at Sunhaven and Magee Road for the GV8 and LC8 routes**

Background

In November 2023, TRAFFIX received reports regarding two aggressive dogs residing at 1 Hunter Terrace, Danville, adjacent to the TRAFFIX bus stop at Sunhaven Drive and Magee Ranch Road, which is served by the GV8 and LC8 bus routes. Parents expressed concern about the safety of their children at the bus stop, since there were reports of the dogs escaping from the property and attacking several adults. The bus stop was immediately deactivated. Contra Costa County Animal Control intervened, and the dogs were taken into custody for a 10-day observation period.

Following the observation, the dogs were returned to their owners under strict conditions. The conditions required the dogs to be confined in a secured cage within the backyard, with locked gates. Additionally, any time the dogs were outside the property, they were mandated to wear muzzles. These conditions were set for a period of three years, commencing in November 2023.

Discussion

Parents have recently requested to reactivate the TRAFFIX bus stop at Sunhaven Drive and Magee Ranch Road (**Attachment**). When contacted for an update regarding the status of the dogs at 1 Hunter Terrace, the Contra Costa County Animal Control Sergeant responded that no violations of the imposed conditions have been recorded since the conditions were enacted. According to the Sergeant, one of the dogs has passed away, while the other remains alive.

Recommendation

The TRAFFIX Technical Advisory Group (TAG) requests that the Board of Directors consider reactivating the stop at Sunhaven Drive and Magee Ranch Road.

Attachment

Emails from parents requesting to reactivate the TRAFFIX Bus Stop at Sunhaven and Magee Ranch Road

From: [REDACTED]
To: Admin@ridetraffic.com
Subject: GV 8 bus route- reopen bus stop
Date: Monday, August 12, 2024 8:04:41 AM

| EXTERNAL EMAIL: Think before you click and do not open attachments unless you know they are safe. |

Good morning, Traffix,

I am writing again this year to request that you reinstate the bus stop in Magee Ranch that was closed because of the dog incident. It still does not make any sense that it was closed because the kids still have to pass by the house with the dogs and now walked down and the entire hill by themselves.

Please reconsider opening our stop for our daughter, Piper, and the other kids affected.

Thank you so much.

Christy Habetz.

[REDACTED]

From: [REDACTED]
To: admin@ridetraffic.com
Subject: GV8 - Sunhaven Stop
Date: Thursday, August 15, 2024 10:34:18 AM

*****| EXTERNAL EMAIL: Think before you click and do not open attachments unless you know they are safe. |*****

Hi Kellie,

I would like to inquire about re-instating the Sunhaven bus stop for GV8. This stop was originally de-activated last year due to several dog attacks. Since then, animal control has put measures in place to keep the dogs secure, and no further attacks have occurred. There are multiple families at this stop, and we would like to see if it can be reinstated.

Thanks,
Golreez



TRAFFIX BOARD OF DIRECTORS

Monday, November 18, 2024

VIII. New Business

- A. Approve** a Five-Year Contract for Student Transportation Services with First Student, Inc.

- B. Approve** time change for the January 27, 2025, TRAFFIX Board of Directors meeting



DATE: November 18, 2024

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Group

SUBJECT: **Item VIII A. – Approve Five-Year Contract for Student Transportation Services with First Student, Inc.**

SUMMARY

First Student, Inc. (“First Student”) has furnished student transportation contract services for TRAFFIX since the program’s inception in 2009. At its May, 2024 meeting, the TRAFFIX Board of Directors (BOD) authorized a one-year extension of the existing contract with First Student through June 30, 2025 and directed staff to initiate a Request for Proposals (RFP) to procure a longer-term operations contract. An RFP was issued on June 11, 2024 and three companies responded. The results of the RFP process, which is summarized below, were presented to the Board on September 16, 2024 (copy of staff report attached as Exhibit A) and, based on the proposal received, the Board directed staff and counsel to negotiate a contract with First Student for a five-year term, utilizing a mixed fleet of buses in order to minimize costs, with three one-year (unpriced) options.

Counsel provided First Student with a form of contract matching the form included in the RFP, adding for the specific terms relating to duration, price, and fleet make-up that were contained in First Student's proposal. First Student had no substantive changes to the contract form that was provided, merely adding updated contact information and correcting internal references. Therefore, the TAC and counsel recommend that the Board approve the attached contract and authorize the Chair to execute it.

BACKGROUND

On June 11, 2024, TRAFFIX released the Request for Proposals, with a submission deadline of Monday, August 5, at 4:00 p.m. Ultimately, the following three student transportation companies submitted proposals:

- Student Transportation of America (“STA”), located in Goleta, CA,
- Zum Services, (“Zum”), located in Redwood City, CA, and
- First Student, located in City of Industry, CA.

The RFP consisted of a technical response component and a cost proposal for three- or five-year periods, ending on June 30, 2028 or June 30, 2030, respectively. The TAG evaluated the technical responses and gave First Student the highest score. The cost proposals included both three-year and five-year terms, using either new buses or a mixed fleet. After reviewing the cost proposals

shown below, at its September 16, 2024 meeting, the Board directed staff to negotiate a contract with First Student for a five-year term utilizing a mixed bus fleet. For comparison purposes, Table 1 below identifies the daily rate for student transportation services among the five-year scenarios identified in the RFP process. The chosen scenario is highlighted in yellow. For additional details on the various proposals, please refer to the attached staff report from September 16, 2024 (**Attachment A**).

Table 1 – Daily Rate for School Transportation Services in Proposals for Five Year Contracts

Scenario	Daily Cost
Rate quoted for FY 25/26 for proposed 5-year contract with all-new buses with First Student	\$948.16
Rate quoted for FY 25/26 for proposed 5-year contract with blended bus fleet with First Student	\$855.74
Rate quoted for FY 25/26 for proposed 5-year contract with all-new buses with Zum (no bid for blended fleet)	\$1009.76
Rate quoted for FY 25/26 for proposed 5-year contract with all-new buses (or a blended fleet) with STA	\$1026.00

The Board directed staff and counsel to negotiate with First Student, based on a mixed but fleet, to provide school transportation services for the TRAFFIX program for a five-year term starting in on July 1, 2025, and ending on June 30, 2030. Under First Student's proposal for a mixed-bus fleet, (**Attachment B**) the annual costs for each of the five years of the contract would be as follows:

Table 2 – Daily Rate for School Transportation Services for Five Year Contract Term

School Year	Daily Cost
Rate for FY 25/26	\$855.74
Rate for FY 26/27	\$881.41
Rate for FY 27/28	\$907.85
Rate for FY 28/29	\$935.09
Rate for FY 29/30	\$963.14

The contract (**Attachment C**) will provide a reliable cost-basis for the operation of the TRAFFIX service over the next five years.

RECOMMENDATION

Award a five-year contract, with three one-year options, to First Student to provide student transportation services using a blended bus fleet and authorize the Chair to execute the contract with First Student.

ATTACHMENTS

Attachment A – Staff Report from September 16, 2024

Attachment B - Cost Proposal from First Student

Attachment C - DRAFT five-year contract with First Student for student transportation services

ATTACHMENT A

DATE: September 16, 2024

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Group

SUBJECT: **Item VII.H – Receive update on request for proposal process for student transportation services for TRAFFIX; approve recommended student transportation services provider, student transportation services contract term, and bus fleet type; and direct the TRAFFIX Technical Advisory Group and TRAFFIX Legal Counsel to initiate contract negotiations with the selected student transportation services provider**

BACKGROUND

First Student, Inc. (“First Student”) has furnished student transportation contract services for TRAFFIX since the program’s inception in 2009. TRAFFIX’s latest contract with First Student ran through June 30, 2024 and allowed for three one-year extensions.

When TRAFFIX held discussions with First Student about a potential new multi-year contract in 2023, First Student stated that the daily bus rate would increase by about 40% in the new contract. TRAFFIX would subsequently have to raise pass fare rates, which would impact TRAFFIX ridership and ultimately be unsustainable for the TRAFFIX program. Therefore, at its May 2024 meeting, the TRAFFIX Board of Directors (BOD) directed the TRAFFIX Technical Advisory Group (TAG) to release a Request for Proposals (RFP) to procure a school bus operator that would provide student transportation services at a more manageable cost for the program. In the meantime, the TRAFFIX BOD executed a one-year extension of the current contract with First Student to continue providing student transportation services to the TRAFFIX program through June 30, 2025 while TRAFFIX went through the RFP process. Table 1 provides a summary of the recent rates and proposed rates from First Student prior to the release of the RFP.

Table 1 – Recent Daily Rates for School Transportation Services from First Student

Scenario	Daily Rate
Current contract with First Student, FY 23/24	\$661.82
Current contract with First Student, one-year extension for FY 24/25	\$855.73
Rate quoted for FY 24/25 by First Student in 2023, reflecting 40% daily rate increase over FY 23/24 daily rate	\$926.55

DISCUSSION

On June 11, 2024, TRAFFIX released the RFP, with a submission deadline of Monday, August 5, at 4:00 p.m. A pre-proposal conference was held at the City of San Ramon on Tuesday, June 25, 2025, which was attended by representatives of five (5) student transportation service providers. Subsequently, Addendum No. 1 to the RFP was released to respond to

ATTACHMENT A

questions received and clarifications requested for the RFP. Ultimately, the following three student transportation companies submitted proposals:

- Student Transportation of America (“STA”), located in Goleta, CA,
- Zum Services, (“Zum”), located in Redwood City, CA, and
- First Student, located in City of Industry, CA.

The RFP consisted of a technical response component and a cost proposal for an all-new bus fleet or a blended bus fleet for three- or five-year periods, ending on either June 30, 2028 or June 30, 2030, respectively. Based on the scoring criteria indicated in the RFP, each proposal could score a maximum of one hundred (100) points, consisting of sixty (60) points for the technical response and forty (40) points for the cost proposal.

Technical Response

The technical response component of the proposal consisted of responses to questions related to various aspects of the company’s background and proposed approach to providing school transportation services for the TRAFFIX program, including company qualifications and experience, service approach, commitment to safety, vehicle and fleet management, and staffing.

The process for TAG’s evaluation of the technical responses began with each TAG member independently reviewing and rating each proposal's technical response. Once this part of the process was completed, TAG met to discuss their independent ratings and compile them in one spreadsheet to calculate an average technical response score for each proposal. For many of the categories, the average scoring was mostly consistent across the three companies. Of note, the following categories had a more significant differential in average scoring:

- **Proponent's Commitment to Safety:** First Student scored the maximum number of points available, at 15, STA scored an average of 14, and Zum an average of 13.25.
- **Vehicles & Fleet Management:** Zum scored the maximum number of points available, at 5, STA scored an average of 4.25, and First Student an average of 4.
- **Transition Plan:** Both First Student and Zum scored the maximum number of points available, at 5, and STA scored an average of 4.25.

TAG’s evaluation of the technical responses resulted in First Student obtaining the highest average score at 58.75 points, followed by Zum at 56.75 points, and then STA at 56 points.

Cost Proposals

All three proposals included a cost proposal for a five-year term with all-new buses. For this contract term and bus fleet type, First Student’s cost proposal was the lowest price, followed by Zum, and then STA. The scoring for the cost proposal component of the RFP is based on this contract term and bus fleet type. A breakdown of the cost proposal under this term and the calculation of the cost proposal score for each company can be found in Attachment A.

First Student and STA also provided a cost proposal for a five-year term with a blended bus fleet. First Student’s cost proposal was the lower price, followed by STA. First Student’s blended bus fleet cost proposal was the lowest-priced proposal for a five-year term of any bus fleet type. A breakdown of the cost proposal with this bus fleet type for both companies can be found in

ATTACHMENT A

Attachment B.

Only one company, STA, provided a cost proposal for a five-year term with all-new electric vehicle buses. A breakdown of STA's cost proposal with this bus fleet type can be found in Attachment C.

First Student and Zum provided cost proposals for a three-year term with all-new buses. First Student's cost proposal was the lowest price, followed by Zum. First Student's annual cost in this scenario is the same as the first three years of its five-year proposal with all-new buses. A breakdown of First Student and Zum's cost proposal under this contract term can be found in Attachment D.

Finally, First Student provided a cost proposal for a three-year term with a blended fleet. First Student's annual cost in this scenario is the same as the first three years of its five-year proposal with a blended bus fleet. A breakdown of First Student's cost proposal under this contract term can be found in Attachment E.

Scoring Results

The scoring results from the evaluation of the technical responses and the cost proposals for all three proposals are summarized in Table 2 below.

Table 2 - Proposal Evaluation Summary

Company	Technical Proposal Score (60 points available) *	Cost Proposal Score (40 points available) **	Total Score
STA	56	30	86
ZUM	56.75	34	90.75
First Student	58.75	40.0	98.75

*Based on the average score of the four evaluators on the TAG.

** The Cost Proposal Score is based on the cost proposal for a five-year term with all-new buses, which all three companies provided. The lowest cost proponent 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).

First Student ranked first with 98.75 points, followed by Zum (90.75), then finally, STA (86). Due to the substantial difference in total scores among the proposers, TRAFFIX TAG did not conduct in-person interviews with the three student transportation companies.

TAG Recommendation on Proposals

Based on its evaluation of the proposals, TAG recommends that the BOD select **First Student** to provide school transportation services for the TRAFFIX program for a **five-year term** starting in on July 1, 2025, and ending on June 30, 2030. A five-year term will:

- lock in an annual daily rate over a longer time period,
- eliminate susceptibility to any substantial student transportation service cost increases in three years, and
- extend the time period before TRAFFIX has to undertake another student transportation services contract renewal or RFP process.

Since First Student's proposal includes both all-new bus fleet and blended bus fleet options, TAG is seeking BOD input and approval on the type of bus fleet that First Student should deploy for the duration of the contract. An all-new bus fleet will immediately deploy buses with improved capabilities, such as air conditioning, additional cameras, and other state-of-

ATTACHMENT A

the-art bus technologies, at the start of the new contract. In the blended bus fleet scenario, new buses with improved capabilities will replace buses in the current fleet as they are phased out starting in Year Two of the contract in order to meet the five-year maximum average bus fleet age requirement. First Student currently deploys 26 regular TRAFFIX buses that were put into service in 2020 and two TRAFFIX buses with the improved capabilities that were put into service in 2023. A blended bus fleet reduces First Student's total five-year operational cost by \$2,119,694.40.¹

STA's cost proposal for an all-electric vehicle bus fleet was substantially higher compared to First Student's proposals, making the proposal cost prohibitive. Despite Zum having extensive experience in planning and securing funding for transition to zero-emission electric vehicles, it did not provide a zero-emissions vehicle pricing option in its proposal, but instead included a pledge to support any TRAFFIX interest in applying for electric vehicle bus-related grant funding. TAG recommends that the BOD consider directing TAG to seek grant funding opportunities for transition planning to zero-emission vehicles and the acquisition of zero-emission buses and associated infrastructure with First Student in the future.

If directed by the BOD, TAG and TRAFFIX Legal Counsel will proceed with contract negotiations with First Student for TRAFFIX Student Transportation Services, which would commence on July 1, 2025.

RECOMMENDATION

The TAG recommends that the BOD take the following actions:

- approve the selection of First Student to provide school transportation services for the TRAFFIX program for a five-year term from July 1, 2025 through June 30, 2030,
- approve the bus fleet type to be deployed by First Student for the duration of the contract, and
- direct TRAFFIX TAG and Legal Counsel to initiate contract negotiations with First Student.

ATTACHMENTS

Attachment A – Cost Breakdown and Scoring for All-New Buses – Five (5) Year Term

Attachment B – Cost Breakdown for Blended Bus Fleet – Five (5) Year Term

Attachment C – Cost Breakdown for All-New Electric Vehicle Buses - Five (5) Year Term

Attachment D – Cost Breakdown for All-New Buses – Three (3) Year Term

Attachment E – Cost Breakdown for Blended Bus Fleet – Three (3) Year Term

¹ The \$2,119,694.40 amount is the cost difference between the total five-year First Student operational costs for all-new bus fleet versus a blended bus fleet, as indicated in Attachment A and Attachment B, respectively.

ATTACHMENT A

Attachment A – Cost Breakdown and Scoring for All-New Buses – Five (5) Year Term

ALL-NEW BUSES - FIVE-YEAR TERM*					
Company	Cost	Percent of Lowest Bid	Percent over Lowest Bid	Percentage of Available Points (40)	Points (out of 40)
STA	\$24,491,376.00	112.62%	12.62%	74.76%	30
FS	\$21,746,448.00	100.00%	0.00%	100.00%	40
Zum	\$23,391,936.00	107.57%	7.57%	84.87%	34

ALL-NEW BUSES - FIVE-YEAR TERM					
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
STA	2025/26	\$1,026.00	24	180	\$4,432,320.00
	2026/27	\$1,077.30	24	180	\$4,653,936.00
	2027/28	\$1,131.17	24	180	\$4,886,654.40
	2028/29	\$1,187.72	24	180	\$5,130,950.40
	2029/30	\$1,247.11	24	180	\$5,387,515.20
	Five-Year Cost				
FS	2025/26	\$948.16	24	180	\$4,096,051.20
	2026/27	\$976.60	24	180	\$4,218,912.00
	2027/28	\$1,005.90	24	180	\$4,345,488.00
	2028/29	\$1,036.08	24	180	\$4,475,865.60
	2029/30	\$1,067.16	24	180	\$4,610,131.20
	Five-Year Cost				
Zum	2025/26	\$1,009.76	24	180	\$4,362,163.20
	2026/27	\$1,045.10	24	180	\$4,514,832.00
	2027/28	\$1,081.68	24	180	\$4,672,857.60
	2028/29	\$1,119.54	24	180	\$4,836,412.80
	2029/30	\$1,158.72	24	180	\$5,005,670.40
	Five-Year Cost				

*The lowest cost proponent 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).

ATTACHMENT A

Attachment B – Cost Breakdown for Blended Bus Fleet – Five (5) Year Term

BLENDED BUS FLEET - FIVE-YEAR TERM			
Company	Cost	Percent of Lowest Bid	Percent over Lowest Bid
STA	\$24,491,376.00	124.79%	24.79%
FS	\$19,626,753.60	100.00%	0.00%

BLENDED BUS FLEET - FIVE-YEAR TERM					
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
STA	2025/26	\$1,026.00	24	180	\$4,432,320.00
	2026/27	\$1,077.30	24	180	\$4,653,936.00
	2027/28	\$1,131.17	24	180	\$4,886,654.40
	2028/29	\$1,187.72	24	180	\$5,130,950.40
	2029/30	\$1,247.11	24	180	\$5,387,515.20
	Five-Year Cost				
FS	2025/26	\$855.74	24	180	\$3,696,796.80
	2026/27	\$881.41	24	180	\$3,807,691.20
	2027/28	\$907.85	24	180	\$3,921,912.00
	2028/29	\$935.09	24	180	\$4,039,588.80
	2029/30	\$963.14	24	180	\$4,160,764.80
	Five-Year Cost				

ATTACHMENT A

Attachment C – Cost Breakdown for All-New Electric Vehicle Buses - Five (5) Year Term

ALL-NEW ELECTRIC VEHICLE BUSES - FIVE-YEAR TERM					
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
STA	2025/26	\$1,325.25	24	180	\$5,725,080.00
	2026/27	\$1,391.51	24	180	\$6,011,323.20
	2027/28	\$1,461.09	24	180	\$6,311,908.80
	2028/29	\$1,534.14	24	180	\$6,627,484.80
	2029/30	\$1,610.85	24	180	\$6,958,872.00
	Five-Year Cost				

ATTACHMENT A

Attachment D – Cost Breakdown for All-New Buses – Three (3) Year Term

ALL-NEW BUSES - THREE-YEAR TERM			
Company	Cost	Percent of Lowest Bid	Percent over Lowest Bid
STA	N/A	N/A	N/A
FS	\$12,660,451.20	100.00%	0.00%
Zum	\$13,751,726.40	108.62%	8.62%

ALL-NEW BUSES - THREE-YEAR TERM					
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
FS	2025/26	\$948.16	24	180	\$4,096,051.20
	2026/27	\$976.60	24	180	\$4,218,912.00
	2027/28	\$1,005.90	24	180	\$4,345,488.00
	Three-Year Cost				\$12,660,451.20
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
Zum	2025/26	\$1,009.76	24	180	\$4,362,163.20
	2026/27	\$1,060.25	24	180	\$4,580,280.00
	2027/28	\$1,113.26	24	180	\$4,809,283.20
	Three-Year Cost				\$13,751,726.40

ATTACHMENT A

Attachment E – Cost Breakdown for Blended Bus Fleet – Three (3) Year Term

BLENDED BUS FLEET - THREE-YEAR TERM					
Company	School Year	Term Per Day	# of Buses	# of School Days	Total Cost
FS	2025/26	\$855.74	24	180	\$3,696,796.80
	2026/27	\$881.41	24	180	\$3,807,691.20
	2027/28	\$907.85	24	180	\$3,921,912.00
	Three-Year Cost				\$11,426,400.00

ATTACHMENT B

First Student acknowledges receipt of Addenda #1.

Attachment B – Student Transportation Services Contract Pricing Forms

Schedule 1: Pricing Summary for Measure J Traffic Congestion Relief Program – All-New Fleet
Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Three Year Term Per Day (4.0 hour Minimum)	Five Year Term Per Day (4.0 hour Minimum)
2025/26 Price per bus	\$ 948.16	\$ 948.16
2026/27 Price per bus	\$ 976.60	\$ 976.60
2027/28 Price per bus	\$ 1,005.90	\$ 1,005.90
2028/29 Price per bus		\$ 1,036.08
2029/30 Price per bus		\$ 1,067.16

Schedule 2 (Deductive Alternative): Pricing Summary for Measure J Traffic Congestion Relief Program- Blended-age Fleet (5-year maximum average age)

As described in Section 3.5.2 of the Contract, Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Three Year Term Per Day (4.0 hour Minimum)	Five Year Term Per Day (4.0 hour Minimum)
2025/26 Price per bus	\$ 855.74	\$ 855.74
2026/27 Price per bus	\$ 881.41	\$ 881.41
2027/28 Price per bus	\$ 907.85	\$ 907.85
2028/29 Price per bus		\$ 935.09
2029/30 Price per bus		\$ 963.14

ATTACHMENT B

Schedule 3: Pricing Summary for Measure J Traffic Congestion Relief Program- Zero Emission Fleet (All New) - Optional

As described in Section 3.5.3 of the Contract, Price is to include all associated costs of providing service (maintenance, fuel, ancillary equipment, personnel, GPS, etc.)

Price Per Bus	Three Year Term Per Day (4.0 hour Minimum)	Five Year Term Per Day (4.0 hour Minimum)
2025/26 Price per bus	No Bid	No Bid
2026/27 Price per bus	No Bid	No Bid
2027/28 Price per bus	No Bid	No Bid
2028/29 Price per bus		No Bid
2029/30 Price per bus		No Bid

Company Name First Student, Inc.

Signature of Authorized Agent 

Company Address 191 Rosa Parks Street, 8th Floor

City, State and Zip Code Cincinnati, OH 45202

Business Telephone Number 513-241-2200

Email address of Authorized Agent please contact andrew.good@firstgroup.com

Date Signed 8/1/24

ATTACHMENT C

CONTRACT FOR FURNISHING STUDENT TRANSPORTATION SERVICES

This contract ("Contract") between the Measure J Traffic Congestion Relief Agency dba TRAFFIX ("TRAFFIX" or "Agency") and _____, a _____ corporation ("Provider"), is entered into this day of _____, 2024 and shall be effective for bus operations beginning on July 1, 2025 ("Effective Date").

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

1.1 Incorporation by Reference; Hierarchy of Documents

The following documents constitute this Contract:

1.1.1 Contract

1.1.2 Request for Proposals

1.1.3 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.

1.2 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.

1.3 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.

1.4 Option Terms for Renewal Beyond Contract Term

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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 three contract years.

1.5 Termination

1.5.1 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 4.3 Force Majeure, 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.

1.5.2 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.

1.5.3 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.

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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) days' written notice.

1.6 Legal Compliance

- 1.6.1 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.
- 1.6.2 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.
- 1.6.3 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.
- 1.6.4 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.
- 1.6.5 Nonexclusive Contract Nothing in this Contract limits the rights of TRAFFIX, the City of San Ramon, the Town of Danville, the County of

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Contra Costa, or the San Ramon Valley Unified School District to contract separately with other vendors for transportation services of any kind.

- 1.6.6 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.
- 1.6.7 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.
- 1.6.8 Dispute Resolution The parties agree to meet and confer in good faith on all matters and disputes under this Contract.
- 1.6.9 Paragraph Headings Paragraph headings are for convenience and are not to be considered as included in the Contract language.
- 1.6.10 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.
- 1.6.11 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.

1.7 Provider's Licensing, Insurance and Indemnity Obligations

1.7.1 Permits and Licenses

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

1.7.2 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): \$10,000,000 combined single limit per occurrence/aggregate for automobile liability, including bodily injuries and property damage;

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\$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:

- (i) 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;
- (ii) 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;
- (iii) 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.

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- (iv) Coverage provided by the policy will not be reduced or canceled without sixty (60) days written notice given to TRAFFIX by certified mail; and
- (v) 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:

- (vi) Certificates of insurance showing the limits of insurance provided; and
- (vii) 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.

- 1.7.3 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

2.1 Transportation Service Provision – Programs, Types, and Volume

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- 2.1.1 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.
 - 2.1.2 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.
 - 2.1.3 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.
 - 2.1.4 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.
 - 2.1.5 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.
- 2.2 Transportation Service Provision – Operating Parameters
- 2.2.1 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.
 - 2.2.2 TRAFFIX's current transportation operating parameters shall be furnished to Provider prior to commencement of services in each Contract year.

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- 2.2.3 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.
- 2.2.4 Provider is to perform the routes and route packages agreed upon, except that:
- (i) 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.
 - (ii) 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.
 - (iii) 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;

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- (c) Any bus ridership that is beyond the parameters established as acceptable by TRAFFIX;
- (iv) Provider will make every effort to notify TRAFFIX of route changes at least two (2) school days before the change is to occur.
- (v) Provider will comply with route change orders from TRAFFIX within two (2) school days of notification.

3. Provider Accountabilities & Responsibilities

3.1 Safe Service

- 3.1.1 Student, constituent, and Provider employee safety is paramount and will be the highest priority consideration in the delivery of services under this Contract.
- 3.1.2 Provider shall immediately inform TRAFFIX of any current policies, regulations, procedures, or practices that may conflict with safety prioritization.
- 3.1.3 Provider shall not intentionally compromise safety in order to achieve any of the requirements of this Contract.
- 3.1.4 Provider shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
- 3.1.5 Provider will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Contract.

3.2 Appearance of Provider Resources

- 3.2.1 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.
- 3.2.2 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.

3.3 Provider Employee Conduct

- 3.3.1 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.
- 3.3.2 Provider will be responsive to written direction provided by TRAFFIX as to any personnel or conditions deemed to be insufficient relative to these standards.

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3.3.3 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.

3.3.4 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.

3.4 School Bus Driver Requirements

3.4.1 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.

3.4.2 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.

3.4.3 Credentials and Related Requirements

(i) Licenses and Permits Every driver employed by the Provider to provide service to the Agency must have and maintain a valid

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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.

- (ii) 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.
- (iii) 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.

3.4.4 Training Requirements

- (i) 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.
- (ii) 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.
- (iii) 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 Program Administrative Coordinator. This orientation

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program may count towards the driver's mandated in-service training.

- (iv) 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.
- (v) 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.
- (vi) 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.
- (vii) 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.

3.4.5 Other Requirements

- (i) Age Each driver must be at least twenty-three (23) years of age.
- (ii) 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.
- (iii) Time Pieces Provider shall require each driver to have an accurate time piece while on duty to maintain established scheduled route times.
- (iv) Map Books Each driver, whether permanent, temporary or substitute, shall be required to carry a map book of the area at all times.

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- (v) Radios Each driver shall have knowledge of the operation of the mobile two-way radio and all Federal Regulations covering its use.
- (vi) 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.
- (vii) 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.
- (viii) 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.
- (ix) Temporary Removal of a Driver If a concern arises regarding appropriate behavior of driver on a route, the Provider shall, upon receipt of notice from the Agency, immediately temporarily remove the driver from duty until such time as the concern is resolved to the satisfaction of the Agency.
- (x) 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.
- (xi) 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.
- (xii) 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.

3.4.6 Discipline on the School Bus

- (i) 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.
- (ii) 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 Program Administrative Coordinator.

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3.4.7 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.

3.5 Provider Vehicles

3.5.1 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:

- (i) The average age of Provider's fleet of regular route and spare vehicles shall not exceed five (5.0) years in age.
- (ii) No Provider vehicle regularly assigned to a scheduled route shall exceed twelve (12.0) years in age.
- (iii) The age of each vehicle shall be measured from the date the vehicle was first placed in service as a new vehicle.
- (iv) Entire fleet must be equipped with functioning seatbelts.
- (v) Provider will adhere to a minimum spare vehicle requirement of fifteen (15) percent of the total regular daily routes operated.
- (vi) All new vehicles shall be equipped with air conditioning and the most current electronic equipment.

3.5.2 Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations. Provider will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations and California regulations.

3.5.3 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. Provider will supply all of the vehicle equipment required for service delivery as required by applicable law. This may include, but is not limited to: wheelchair lift-equipped vehicles; wheelchair tie-downs; and other special equipment.

3.5.4 Provider vehicles will be equipped with seat belts as required by State statute and two-way voice communications to Provider's dispatch facility.

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- 3.5.5 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.
 - 3.5.6 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.
 - 3.5.7 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.
 - 3.5.8 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.
 - 3.5.9 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.
- 3.6 Software, Hardware and Related Technologies
- 3.6.1 Provider will provide the software, hardware, and technical services necessary to:

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- (i) Provide TRAFFIX with direct electronic access, via electronic file transfer or direct data system access, to Provider's AVL/GPS data.
- (ii) Ensure all buses are outfitted with functioning video recording cameras.
- (iii) View and store as required data from digital video recording cameras.

3.6.2 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.

3.7 Pre-service Route Verification

3.7.1 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.

3.7.2 Provider shall not be separately compensated for the dry run.

3.7.3 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.

3.8 Other Provider Responsibilities

3.8.1 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:

- (i) Coordination of student behavior management on school buses with school officials;
- (ii) State and TRAFFIX-mandated data collection, reporting of accident investigations; and
- (iii) Customer service activities to TRAFFIX, school officials, parents and guardians.

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3.9 Cooperation with TRAFFIX

3.9.1 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:

- (i) Emergency preparedness activities;
- (ii) Student or community safety matters; and
- (iii) Student or community health matters.

3.9.2 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.

3.10 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.

3.11 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:

- 3.11.1 Acquisition, Delivery and Qualification of Equipment;
- 3.11.2 Acquisition of Facilities;
- 3.11.3 Hiring of Supervisory Personnel;
- 3.11.4 Hiring and Training of Drivers and Mechanics;
- 3.11.5 Driver Route Orientation; and
- 3.11.6 Provider Field Service Personnel Assignments.

This timeline schedule is subject to approval by the Agency.

3.12 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

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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.

3.13 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.

3.14 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.

3.15 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

4.1 Contract Performance Management Program

4.1.1 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.

4.1.2 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.

4.2 Minimum Service Levels and Standards of Performance

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- 4.2.1 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.
- 4.2.2 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.
- (i) 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.
 - (ii) 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.
 - (iii) Provider shall not combine routes that are considered sold out. This is a zero-tolerance standard of performance.
 - (iv) 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.
- 4.2.3 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.
- 4.2.4 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

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4.2.5 (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.

4.3 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.

4.4 Minimum Service Level Performance Withholding

4.4.1 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:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.

4.4.2 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.

4.4.3 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.

4.4.4 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.

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4.4.5 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.

4.5 Liquidated Damages

4.5.1 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 4.4 of this contract will be null and void.

4.5.2 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.

4.5.3 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:

- (i) Bus run is defined as a single bus path and group of bus stops to or from a principal school.
- (ii) 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.

4.5.4 TRAFFIX may assess liquidated damages in the amount of 150 percent of the daily price for each of the following Category 1 deficiencies:

- (i) Missed route- Route not performed or combined ("doubled-up") with another route.
- (ii) Illegal use of equipment (un-inspected equipment, unlicensed driver, uninsured equipment and seriously faulty equipment).
- (iii) Unattended student left on bus.

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- (iv) Unauthorized and inappropriate discipline of student or students by driver.
- (v) Unreported accident with students on the bus.
- (vi) 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.

4.5.5 TRAFFIX may assess liquidated damages in the amount of 100 percent of the daily price for each of the following Category 2 deficiencies:

- (i) Significantly late bus run- arriving at or departing from school twenty (20) minutes or more late (Circumstances must be within Provider's control)
- (ii) Operating without an aide on the bus if said aide is designated by TRAFFIX.
- (iii) Failure to meet assigned equipment size requirements for route.
- (iv) 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.

4.5.6 TRAFFIX may assess liquidated damages in the amount of 75 percent of the daily price for each of the following Category 3 deficiencies:

- (i) 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).
- (ii) Driver operating without the use of a seatbelt.

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- (iii) 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.

4.5.7 TRAFFIX may assess liquidated damages in the amount of 50 percent of the daily price for each of the following Category 4 deficiencies:

- (i) Late bus run – Arriving at or departing from school five (5) minutes late. (Circumstances must be within Provider’s control)
- (ii) 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.
- (iii) Unauthorized stop.
- (iv) 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.

4.5.8 TRAFFIX may assess liquidated damages in the amount of 25 percent of the daily price for each of the following Category 5 deficiencies:

- (i) Equipment age infraction.
- (ii) Inoperable radio on bus. (Damaged prior to dispatch or turned off by driver).
- (iii) Inoperable or malfunctioning electronic student tracking system.
- (iv) Disabled access to the GPS or student tracking system.

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- (v) Late bus resulting from preventable operating deficiency.
- (vi) Inoperable or malfunctioning video equipment.
- (vii) 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.

4.6 Provider Fiscal Efficiency

- 4.6.1 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.
- 4.6.2 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

5.1 Pricing

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5.1.1 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.

5.2 Route Packages

5.2.1 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.

5.2.2 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.

5.2.3 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.

5.2.4 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.

5.2.5 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.

5.2.6 Provider will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

5.3 Dates for Student Transportation Service

5.3.1 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, 2025. During the term of the Contract, student transportation services are required during the following periods:

5.3.2 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

5.3.3 “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

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number of buses and type of service shall be on an “available as requested” basis.

5.3.4 Unscheduled Closing of Schools

- (i) 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.
- (ii) 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

6.1 Invoicing

6.1.1 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 Program Administrative Coordinator. 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 Program Administrative Coordinator monthly.

6.2 Fuel Cost

6.2.1 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.

6.3 Ancillary Services and Costs

6.3.1 Provider’s price proposal includes all ordinary and extraordinary costs of operation, and the Agency is not responsible for any additional costs.

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Provider will bear all costs associated with performing services not identified in this Contract or in the Exhibits.

- 6.3.2 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, 2025. 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:

City of San Ramon – Lead Agency
c/o Chris Weeks, Director of Transportation,
7000 Bollinger Canyon Way, San Ramon, CA 94583

With a copy to:

Michael N. Conneran, Legal Counsel
Hanson Bridgett LLP
1676 No. California Blvd., Suite 620
Walnut Creek, CA 94596

8. Provider's Records and Reporting Requirements

8.1 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 Program Administrative Coordinator.

8.2 Personnel Records

The Provider shall maintain records that include documentation of all drivers, management personnel, and support staff in compliance with legal requirements

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and standards and requirements set forth in the Contract. Operator shall provide records of operator experience, training and performance, if required by Agency.

8.3 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.

8.4 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:

8.4.1 Accident Reports Every school bus accident or incident involving a school bus collision shall be verbally reported immediately to the Program Administrative Coordinator and the California Highway Patrol. A written report shall be submitted to the Program Administrative Coordinator 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:

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

8.4.2 Route Driver Assignments

- (i) 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.

8.4.3 Student Citations

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- (i) A copy of each student bus citation must be provided to the Program Administrative Coordinator and to school personnel.

8.4.4 Summary of Late or Missed Trips

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

8.4.5 Notification of Hazards

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

8.4.6 Complaints

- (i) 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.

8.4.7 Ridership

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

8.4.8 Other reports or studies as requested by the Agency or Program Administrative Coordinator.

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

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

X _____
[Provider]

By: _____

By: _____

Title: Chair, Board of Directors

Title: _____

Date: _____

Date: _____

Approved as to form:

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By: _____
Michael N. Conneran, Legal Counsel

Date: _____

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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 Administrative Coordinator (TRAFFIX)* – The Program Administrative Coordinator 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 Administrative Coordinators counterpart. The Contract Manager will be responsible to the Program Administrative Coordinator 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 Administrative Coordinator / TAG.
- *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

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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.



DATE: November 18, 2024

TO: TRAFFIX Board of Directors

FROM: TRAFFIX Technical Advisory Group

SUBJECT: **Item VIII B. – Approve** revised start time for the January 27, 2025 TRAFFIX Board of Directors meeting

Background:

The TRAFFIX Board of Directors approved the FY 24-25 TRAFFIX meeting schedule on May 20, 2024. The adopted meeting schedule includes a TRAFFIX Board meeting on January 27, 2025, at 3:30PM.

Discussion:

The Tri-Valley Transportation Council (TVTC), whose Board includes some members of the TRAFFIX Board of Directors, has a Board meeting scheduled for January 27, 2025, at 4:00PM, which would partially conflict with the TRAFFIX Board meeting. It is proposed to change the TRAFFIX Board meeting start time to 2:00 p.m. to mitigate this conflict.

Recommendation:

The TRAFFIX Technical Advisory Group recommends that the TRAFFIX Board of Directors approve rescheduling the TRAFFIX Board meeting on January 27, 2025 from 3:30 p.m. to 2:00 p.m..