FIRST RENEWAL TO THE AGREEMENT FOR TRANSPORTATION OF STUDENTS BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND STUDENT TRANSPORTATION OF AMERICA, INC.

This First Renewal to Agreement for Transportation of Students (the “Amendment”), is made and entered into effective September 12, 2018 and is by and between The School Board of Duval County, Florida, a district school system in the State of Florida (the “District”), and Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida (the “Contractor”).

1. **Background.** This Amendment pertains to the Agreement for Transportation of Students for Geographic Service Area (GSA) 1 (Fletcher/Sandalwood) dated effective February 5, 2014 (the “Agreement”) between the District and Contractor.

2. **Effective Date.** The effective date of this Amendment is September 12, 2018.

3. **Definitions.** The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. **Renewal.** Pursuant to Section 1.7 of the RFQ, the District and Contractor hereby agree that the term of the Agreement, which is scheduled in the Agreement to end on July 31, 2019, is hereby extended for a five (5) year renewal term commencing immediately upon the expiration of the existing term and ending on July 31, 2024, with such renewal term to be upon and subject to all of the terms, provisions and conditions of the Agreement except as modified in this Amendment.

5. **Public Records.** The Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. Contractor understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, Contractor agrees to:

   a. Keep and maintain public records required by the District in order to perform the service.

   b. Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the District.

   d. Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of Contractor or keep and maintain public records required by the District to perform the service. If Contractor transfers all public records to the District upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.
IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT'S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

Duval County Public Schools  
Attn: Director of Transportation  
129 King Street  
Jacksonville, Florida 32204  
(904) 858-6200

6. Federal Requirements. The District may utilize federal funds for its payment pursuant to the Agreement; accordingly, Contractor shall execute and deliver to the District, concurrent with its signature of the Agreement the following in composite Exhibit A, all of which shall be incorporated into the Agreement by this reference as: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

7. Authority. The District and Contractor represent and warrant to each other that each party has full right and authority to execute and perform its obligations under the Agreement as modified by this Amendment, and each party and the person(s) signing this Amendment on each party's behalf represent and warrant to the other party that such person(s) are duly authorized to execute this Amendment on the respective party's behalf without further consent or approval by anyone.

8. Miscellaneous. This Amendment is the entire agreement of the parties regarding modifications of the Agreement provided herein, supersedes all prior agreements and understandings regarding such subject matter, may be modified only by a writing executed by the party against whom the modification is sought to be enforced, and shall bind and benefit the parties and their respective successors, legal representatives and assigns. The Agreement is ratified and confirmed in full force and effect in accordance with its terms, as amended hereby. In the event of any conflict between the Agreement and this Amendment, the provisions of this Amendment shall control.

9. Counterpart and Facsimile Signatures. This Amendment may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

IN WITNESS WHEREOF, the District and the Contractor have each caused this Amendment to be signed and delivered by its duly authorized officer, all as of the effective date set forth above.

STUDENT TRANSPORTATION OF AMERICA, INC.

By: Patrick R. Vaughan  
Name: PATRICK VAUGHAN  
Title: President & Chief Operating Officer

[Signatures continued on next page]
[Signature page to First Renewal to Agreement for Transportation of Students between
The School Board of Duval County, Florida, and
Student Transportation of America, Inc.
Dated Effective September 12, 2018
For GSA 1 (Fletcher/Sandalwood)

ATTEST:

By:    
Dr. Diana Greene,
Superintendent of Schools and
Ex-Officio Secretary to the Board

SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA

By:    
Paula D. Wright, Chairman

Form Approved:

By:    
Karen N. Chastain
Office of General Counsel

Approved by the Board on September 10, 2018
EXHIBIT A - COMPOSITE FEDERAL FORMS
FEDERAL REGULATORY COMPLIANCE STATEMENT

The purpose of this document is to assure compliance by the Contractor (defined as any individual or company who agrees to provide materials or services at a specified price) to those certain clauses, provisions and requirements as described by applicable Federal Regulations, which apply to any resulting agreement between The School Board of Duval County, Florida (DCPS) and the Contractor. By signature, the individual executing this statement attests that he/she possesses authority to obligate the contracting firm and agrees to comply with all clauses, provisions and requirements as described below throughout the term of the agreement.

1. The Contractor agrees to allow reasonable access by DCPS, the Federal granting agency, the Comptroller General of the United States or any of their duly authorized representatives to the Contractor’s books, documents, papers and records which are directly pertinent to the contract for the purpose of making audit, examination, excerpts and transcriptions.
2. The Contractor agrees to maintain all records related to this agreement for a period of three years after the final payment for the agreement and after all other matters are closed.
3. The Contractor affirms that it is equal opportunity and affirmative action employer and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.
4. The Contractor agrees to a provision for non-appropriations, whereby the contract will terminate if sufficient funds are not appropriated in any given fiscal year to allow DCPS to sustain the cost (if applicable).
5. The Contractor agrees to properly complete and submit to DCPS a federal debarment certification form for each renewal year of the Contract, if renewals apply.
6. The Contractor agrees to properly complete and submit to DCPS a non-collusion affidavit.
7. The Contractor agrees to properly complete and submit to DCPS a federal drug free workplace certification form.
8. The Contractor agrees the DCPS may terminate the contract at any time for any reason. If terminated for cause, the Contractor agrees the DCPS may seek remedies for damages, if applicable.
9. The Contractor agrees to comply with all applicable environmental standards, orders or requirements.

CONTRACTOR: Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida
PRINT NAME OF AUTHORIZED REPRESENTATIVE: Patrick R. Vaughan
SIGNATURE OF AUTHORIZED REPRESENTATIVE: Patricia Vaughan
TITLE: President & Chief Operating Officer
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

CONTRACTOR'S SIGNATURE/DATE

PATRICK VAUGHAN September 5, 2018

NAME/TITLE Patrick R. Vaughan, President & Chief Operating Officer

Name of Company: Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145.

1. The Contractor (or subcontractor) certifies to the best of its knowledge and belief that it and its principals:

   A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency from doing business with the Federal Government.

   B. Have not within a three-year period preceding this contract have been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1.B. above of this certification.

   D. Have not within a three-year period preceding this contract had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements above in this certification, such Contractor shall attach an explanation to this Certification.

CONTRACTOR'S SIGNATURE

PATRICK VAUGHAN

Patrick R. Vaughan, President & Chief Operating Officer

NAME/TITLE of AUTHORIZED REPRESENTATIVE

Name of Company: Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida
INSTRUCTIONS FOR COMPLETION OF NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded utilizing federal funds.

2. This Non-Collusion Affidavit shall be executed by the member, officer, or employee of the offering firm who makes the final decision on prices and the amount(s) quoted in the proposal.

3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of offers are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit shall examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the respondent with responsibilities for the preparation, approval or submission of the offer.

4. In the case of an offer submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary offer" as used in the Affidavit has the meaning commonly associated with that term in the solicitation process, and includes the knowing submission of offers higher than the offer of another firm, an intentionally high or noncompetitive offer, and any other form of an offer submitted for the purpose of giving a false appearance of competition.

6. Failure to file a completed Affidavit in compliance with these instructions will result in disqualification of the offer.
NON-COLLUSION AFFIDAVIT

State of FLORIDA

County of DUVAL

I state that I am the President & Chief Operating Officer, of Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida, and I am authorized to execute this affidavit on behalf of my firm, its owners, directors, and officers. I am the person responsible in my firm for the price(s), guarantees and the total financial commitment represented in the firm's offer.

I hereby attest that:

(1) The price(s) and amount(s) in the offer have been arrived at independently and without consultation, communication or agreement with any other contractor, respondent, or potential respondent.

(2) Neither the price(s) nor the amount(s) of the offer, and neither the approximate price(s) nor approximate amount(s) of the offer, have been disclosed to any other firm or person who is a respondent or potential respondent, nor were they disclosed prior to opening of offers.

(3) The offer from my firm is made in good faith and no attempt has been made to induce any firm or person to refrain from submitting an offer, or to submit an offer higher than our offer, or to submit any intentionally high or noncompetitive offer or other form of complementary offer.

(4) Student Transportation of America, Inc., its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding, proposing or offering on any public contract, except as follows:

I attest that Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida, understands and acknowledges that the above representations are material and important, and will be relied on by The School Board of Duval County, Florida, in awarding the contract for which this offer is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The School Board of Duval County, Florida, of the true facts relating to submission of offers for this contract.

__________________________________________
(PATRICK VAUGHAN) September 5, 2018
(Signature) (Date)
September 10, 2018, Regular Board Meeting

Title
23. STUDENT TRANSPORTATION SERVICES, GSA 1 AND GSA 12 - RENEWAL

Recommendation
That the Duval County School Board approve renewal of the student transportation services contracts for GSA 1 and GSA 12 with Student Transportation of America, Inc. for the one and only renewal period of August 1, 2019 through July 31, 2024.

That the Duval County School Board authorize the Chairman or Vice-Chairman, and the Superintendent to execute this renewal upon form approval by the Office of General Counsel.

Description
In 2014, Student Transportation of America, Inc. was awarded the contracts for student transportation services for GSA 1 (RFQ/ITB-023-14/DB) and GSA 12 (RFQ/ITB-024-14/DB) for the period of August 1, 2014 through July 31, 2019. The district has the unilateral right to renew the contract for one additional contract period of five years pursuant to section 1.7 of each Request for Qualifications (RFQ). The Contractor’s performance during the initial contract period has been satisfactory and the current contract pricing of $6.8041/mile and $6.8041/mile respectively are not likely to be lowered through a re-solicitation.

The reason for this advance renewal is that a decision to not renew would require soliciting for new contracts at this time in order to obtain School Board approval by February 2019. The February 2019 approval would allow a new vendor to place its school bus order in time to have a new school bus fleet manufactured by the following July 2019 for an August 2019 school start. A renewal decision must be made now and re-solicitation immediately commenced or else a contract renewal with the current contractor would be forced for all intents and purposes.

Gap Analysis
Student transportation service contracts are required to ensure safe, efficient, and effective transportation is available for our students as required by Florida Statute. This transportation service contract provides a source for those required transportation services.

Previous Outcomes
The incumbent contractor, Student Transportation of America, Inc. has performed satisfactorily on the first five year base period of this contract which started on August 1, 2014.

Expected Outcomes
We expect to obtain satisfactory service and support under this contract renewal with Student Transportation of America, Inc.

Strategic Plan Goal
Ensure Effective, Equitable, & Efficient Use of Resources Aligned to Improved Student
Outcomes

Financial Impact
Estimated expenditure for the current 2018-19 GSA 1 contract year is $10.4M. Assuming a 3% CPI and constant mileage, we anticipate $10.7M will be spent in the 2019-20 GSA 1 contract renewal year. Estimated expenditure for the current 2018-19 GSA 12 contract year is $4.4M. Assuming a 3% CPI and constant mileage, we anticipate $4.6M will be spent in the 2019-20 GSA 12 contract renewal year. Actual costs could be lower in event of a lower CPI or lower mileage through operational efficiencies.

Contact
Donald Nelson, Assistant Superintendent, Operations, 904-390-2008

Attachments
1. Renewal - GSA 1 - Student Transportation of America
2. Renewal - GSA 12 - Student Transportation of America
AGREEMENT FOR THE TRANSPORTATION OF STUDENTS
BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND STUDENT TRANSPORTATION OF AMERICA, INC.

This Agreement for the Transportation of Students (the "Contract"), is made and entered into effective February 5, 2014 (the "Effective Date"), and is by and between The School Board of Duval County, Florida, operating a district school system in the State of Florida (the "District"), and Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida (the "Contractor").

WITNESSETH:

WHEREAS, the District issued RFQ/ITB No. 023-14/DB dated November 8, 2013, together with Addendum No. 1 dated November 19, 2013 and Addendum No. 2 dated November 20, 2013 (all of which is incorporated herein by this reference), obtaining the credentials of prospective providers (RFQ) and providing qualified providers an Invitation to Bid (ITB), and Contractor subsequently submitted its qualifications and bid based on the scope set forth in the RFQ and ITB (all of which is incorporated herein by this reference).

WHEREAS, the Contractor is deemed to possess the skills and responsibility to be qualified to tender a bid to the District for the services referenced herein.

WHEREAS, the Contractor is deemed to be the lowest responsive and responsible bidder.

WHEREAS, the District is seeking service commencing with the 2014-2015 school year according to the provisions of the RFQ, ITB, and all contract documents.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

ARTICLE I
SCOPE OF SERVICES

1.1 The parties agree that the purpose of this Contract is that the Contractor shall provide the District the Services set forth in the RFQ, ITB, and all contract documents, to ensure the safe and efficient transportation of any and all pupils who are designated by the District to be transported. Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules submitted by the District to the Contractor. Compensation shall be as set forth in the contract documents.

1.2 The parties further agree that the Contractor shall perform such Services for GSA 1 (Fletcher/Sandalwood).

ARTICLE II
COMMENCEMENT AND RENEWAL

See section 1.7 of the RFQ.

ARTICLE III
COMPENSATION

Contractor shall be paid for the Services as set forth in the Contract documents; in no event shall the District be responsible to the Contractor for compensation in excess of the maximum obligated amounts stated in this Contract except as increased by formal approved and
executed supplemental agreement(s).

ARTICLE IV
TERMINATION

This Contract may be terminated as set forth in the RFQ.

ARTICLE V
NOTICES

5.1 As required by Section 3.0.20 of the RFQ, the District's address for notices is set forth therein, and the Contractor's address for every notice, approval, consent or other communication authorized or required by the contract shall be as set forth below:

The Contractor:

Student Transportation of America, Inc.
3349 Highway 308, Building B
Wall, New Jersey 07719
Attn: Denis J. Gallagher, President

And as required by Section 3.0.20 of the RFQ, notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the District and the Contractor promptly upon commencement of the Services.

ARTICLE VI
MISCELLANEOUS

6.1 The Contractor warrants that it is a legal entity duly organized and existing in good standing and is entitled and shall remain licensed to carry on its business as required for its performance pursuant to this Contract in the State of Florida. The Contractor agrees that it will comply with all laws, rules and regulations of governmental bodies governing its performance under this Contract whether or not such specified in this Contract and Exhibits. The Contractor further warrants that the execution and delivery of this Contract and the terms and conditions herein have been duly authorized by proper corporate action.

6.2 Failure by either party to insist upon strict performance of any of the provisions thereof or failure or delay by either party in exercising any rights or remedies provided herein or by law, the District's payment in whole or in part for services hereunder or any purported oral modification or rescission of this Contract by an employee or agent of either party shall not release either party of any of its obligations hereunder, shall not be deemed a waiver of the rights of either party to insist upon strict performance hereof or of any of either party's rights or remedies under this Contract or by law and shall not operate as a waiver of any of the provisions hereof.

6.3 This Contract may not be amended or supplemented in any way except in writing, dated and signed by the Chairman of the District Board following a properly authorized Board meeting, and by an authorized representative of Contractor.

6.4 This Contract may be executed via facsimile and in one or more counterparts, each of which will be deemed an original, but all such facsimiles and counterparts will together constitute but one and the same instrument.
IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written.

ATTEST:

By: Nikolai P. Vitti, Ed.D.
Superintendent of Schools
and Ex-Officio Secretary
to the Board

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: Becki Couch, Chairman

Approved by the Board: February 4, 2014

Form Approved:

By: Karen M. Chambers
Chief of Legal Services

STUDENT TRANSPORTATION OF AMERICA, INC., a Delaware corporation
authorized to transact business in Florida

By: Dennis J. Gallagher, President

Witnesses:

Name: Will T. Ryan
Name: Sharon Stewart
February 4, 2014, Regular Board Meeting

Title
19. STUDENT TRANSPORTATION SERVICES GSA 1 - AWARD

Recommendation
That the Duval County School Board approve the Student Transportation Services - GSA 1, RFQ/ITB-023-14/DB, contract award to Student Transportation of America, Inc., for the initial contract base period from August 1, 2014 to July 31, 2019. Authorize the Chairman and Superintendent to execute the contract when form approved by the Office of Legal Services.

Description
The Student Transportation Services Contracts are divided by high school boundary areas serving all grade level schools located within those high boundary areas plus interconnected magnet and other non-neighborhood programs. The GSA 1 contract will provide transportation services for schools located within the Sandalwood and Fletcher HS boundary areas. The February 2014 award approval is needed to allow the apparent contract winner adequate time to prepare and/or obtain a school bus fleet prior to July 2014 in advance of an August 2014 school start.

Strategic Plan Goal
Ensure Effective, Equitable, & Efficient Use of Resources

Financial Impact
Estimated expenditure in 2014-15 for the current contract after an assumed 2% Consumer Price Index adjustment in May 2014 is $9,722,077. Estimated expenditure on the new contract in 2014-15 is $9,273,171 for an estimated cost avoidance of $448,906. Actual costs could vary if projected mileage is lower or higher due to unforeseen circumstances.

My Contact
Mr. Paul A. Soares, P.E., Chief of Operations Division, 390-2008

Mrs. Leslee Russell, Director of Transportation, 858-6251

Attachment: GSA 1 TABULATION SHEET.pdf
Attachment: GSA 1 contractv2.pdf
<table>
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<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>BIRNIE BUS SERVICE INC</th>
<th>DURHAM SCHOOL SERVICE</th>
<th>FIRST STUDENT INC</th>
<th>STUDENT TRANSPORTATION OF AMERICA</th>
</tr>
</thead>
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<td>1</td>
<td>GSA 1 - FLETCHER/SANDALWOOD</td>
<td>Price per mile</td>
<td>$9.2500</td>
<td>$7.2431</td>
<td>$7.6200</td>
<td>$6.4339</td>
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</tbody>
</table>

Prepared by: Cammie Wise  
Verified by: Donna Blizzard  
Date: 12/19/13  
Recommended for Award =
November 20, 2013

Request For Qualifications/Invitation To Bid (RFQ/ITB)

STUDENT TRANSPORTATION SERVICES GSA 1

RFQ/ITB No. 023-14/DB

ADDENDUM NO. 2

This addendum shall serve to amend, replace and append information provided to potential respondents in the original RFQ/ITB package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents. Respondents are requested to acknowledge receipt of this addendum as a part of their response.

QUESTIONS/REQUESTS FOR CLARIFICATION PRESENTED PRIOR TO THE Q/A DEADLINE

No additional questions or requests for information have been received.

ADDITIONS/DELETIONS/MODIFICATIONS

The time schedule for this solicitation shall be modified by this Addendum. The revised schedule for completion of the process with the intended result of selection of a contracted service provider is as follows:

- December 9, 2013, 12:00 Noon – Deadline for receipt of responses to the RFQ and the ITB. Opening of RFQ responses (ITB responses to remain sealed at this time)
- December 12, 2013, by 2:00 p.m. – Notification to qualified and non-qualified RESPONDENTS (Notification shall be affected by email and manual posting at the DISTRICT office at Bulls Bay.)
- December 16, 2013, by 12:00 noon - Deadline for submission of bid security
- December 16, 2013, 1:00 p.m. - Opening of ITB responses from qualified firms
- February 4, 2014 - Anticipated date of award by School Board
- August 1, 2014 - Anticipated effective date of contract
- August, 2014 - Service begins
November 19, 2013

Request For Qualifications/Invitation To Bid (RFQ/ITB)

STUDENT TRANSPORTATION SERVICES GSA 1

RFQ/ITB No. 023-14/DB

ADDENDUM NO. 1

This addendum shall serve to amend, replace and append information provided to potential respondents in the original RFQ/ITB package. To assist in the development of their responses, interested firms are encouraged to carefully review the information found in this addendum and on any additional enclosed documents. Respondents are requested to acknowledge receipt of this addendum as a part of their response.

QUESTIONS/REQUESTS FOR CLARIFICATION PRESENTED PRIOR TO THE Q/A DEADLINE

1) Question: The Change Summary Page states, “PENDING” for Section 3.1.14.1. Will the language be changed?

Response: Please refer to ADDITIONS, DELETIONS AND MODIFICATIONS below.

2) Question: Could the District provide all attachments to potential respondents as Word documents?

Response: It is the practice of the District to only provide .pdf versions of documents that are to be returned by bidders as a part of their response. This is done to prevent any inadvertent alteration to the documents by respondents.
ADDITIONS/DELETIONS/MODIFICATIONS

Section 3.1.13.3 (C.) Replace this Section with the following...

C. The CONTRACTOR shall discuss with the Director of Transportation or designee, the projected needs for regular or special needs buses prior to purchasing for, or assigning to a school bus route, to ensure the proper equipment is entered into the fleet.

Section 3.1.14 BUS REPLACEMENT This Section shall be deleted in its’ entirety...

3.1.14.1 The CONTRACTOR shall replace any bus assigned to a route when the age limit is reached. See section 3.1.13.5 A. The replacement bus shall be a new bus, or a used bus that is less than seven (7) years of age with less than 125,000 miles on the odometer. The Director of Transportation retains the right to approve all used buses prior to CONTRACTOR entering the used bus into its fleet.

3.1.14.2 The CONTRACTOR shall discuss with the Director of Transportation or his designee, the projected needs for regular or special needs buses prior to purchasing for, or assigning to a school bus route, to ensure the proper equipment is entered into the fleet.

Please replace the original Exhibit G with the accompanying Replacement Exhibit G.

There are discrepancies on the Cover Page of the RFQ, as well as Section 1.14 page 11 and Section 1.14 page 12, regarding the date and time deadline for submittal of responses.

All participants are advised the deadline for submittal of responses to the RFQ and ITB is 12:00 NOON ON NOVEMBER 26TH, 2013.
INVITATION TO BID

www.duvalschools.org/purchasing

November 8, 2013

Buyer: Donna Blizzard
Phone: 904-858-4859

Bid Number: RFQ/ITB–023–14/DB

Bid Title: STUDENT TRANSPORTATION SERVICES – GSA 1

Services Term: August 1, 2014 through the day before the first day of the fall semester, 2019 with renewal options.

Opening: December 4, 2013 at 1:00 p.m. Bids received prior to the deadline date and time will be opened in the Conference Room, and may not be withdrawn for 120 days after opening. All bids received after the specified date and time will be returned unopened.

Submit Bid To: DCPS Purchasing Services / 4880 Bulls Bay Highway / Jacksonville FL 32219-3235

Special Requirements: All bids may be accompanied by a bid bond or Irrevocable Standby Letter of Credit in the amount of $200,000.00. See Section 3.0.8, “BONDS/IRREVOCABLE STANDBY LETTERS OF CREDIT” of the Request For Qualifications.

BIDDER ACKNOWLEDGEMENT

This form must be completed, returned, and include an original manual signature for bid to be considered. By signing below, I attest that I have acquainted myself with the general conditions, special conditions and specifications of this bid, and agree to comply with them all; in addition, I certify that I am authorized to obligate on behalf of the bidder. Bid documents shall be submitted in a sealed envelope clearly marked with this bid number, opening date and time.

Legal Name of Bidder: ________________________________

Mailing Address: ________________________________________________

City, State, Zip Code: ____________________________________________

Telephone: _______________ Toll Free: _______________ Fax: __________

Email Address: ___________________________ Internet URL: ________________

Federal ID # or SS #: ___________________________ Duns #: ____________________

If you are a certified minority, state certifying agency: ____________________________

Payments will be made in accordance with Florida Statute 218.

Form of Payment accepted: Credit Card [ ] (see Section 3.1.11.3.K of the RFQ)

Initial

Addenda _____ through _____ received. (if applicable)

Original Manual Signature of Authorized Representative: ________________________________

Printed/Typed Name of Authorized Representative: ________________________________

Title: ________________________________ Date: ________________________________
GENERAL CONDITIONS

1. RESERVATIONS: Duval County Public Schools reserves the right to reject any or all bids or any part thereof and/or waive informalities if such action is deemed in the best interest of Duval County Public Schools.

Duval County Public Schools reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon Duval County Public Schools services, products or workmanship which is, in the opinion of Duval County Public Schools, of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of Duval County Public Schools to damages for the breach of any covenants of the contract by the contractor. Duval County Public Schools also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing services similar in nature to those services mentioned in this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, Duval County Public Schools reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bond is required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, Duval County Public Schools reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of Duval County Public Schools thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OF MEANING OF ANY PART OF THIS BID HE/SHE SHOULD CONTACT THE BUYER IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING HIS/HER BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM, ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF PURCHASING.

3. TAXES: Duval County Public Schools is exempt from the following taxes: (a) State of Florida Sales Tax by Certificate No. 85-8013988912C-0.

4. PERFORMANCE BOND/IRREVOCABLE STANDBY LETTER OF CREDIT: The successful bidder on this bid must furnish a performance bond or irrevocable standby letter of credit if indicated in this bid or the accompanying RFQ, made out to the School Board of Duval County, Florida, prepared on an approved form, as security for the faithful performance of his/her contract no later than ten (10) days prior to the commencement date of the contract to the Director, Purchasing Services. The surety thereon must be such surety company or bank as are authorized and licensed to transact business in the State of Florida. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder upon failure or refusal to furnish within ten days after his/her notification the required performance bond or irrevocable standby letter of credit, shall pay to The School Board of Duval County, Florida, as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

5. DISCOUNTS: all discounts to be included in bid price.

6. COLLUSION: the bidder, by affixing his/her signature to this proposal, agrees to the following: bidder certifies that this bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same items; and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

7. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder’s own risk and he/she cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price shall govern.

8. ORIGINAL BIDS: All original bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil will not be accepted. Respondents shall submit one manually signed original (see Section 1.14 of the RFQ).
CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of Duval County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

__________________________________________  ____________________________________________
Signature  Company Name

__________________________________________  ____________________________________________
Name of Official (Type or print)  Business Address

__________________________________________
City, State, Zip Code

SECTION II

I hereby certify that the following named Duval County Public Schools official(s) and employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County, Florida, prior to bid opening.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title or Position</th>
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__________________________________________  ____________________________________________
Signature  Company Name

__________________________________________
Print Name of Certifying Official  Business Address

__________________________________________
City, State, Zip Code
SUBMISSION OF BIDS

**Bids must be submitted prior to the time set for opening.** Bids must be submitted prior to the time set for opening. Bids are to be delivered to Duval County Public Schools, Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, Florida 32219. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder’s risk. **Late bids are not considered** and will be returned unopened. Official time, for the purpose of bid opening, will be calibrated using the time/temperature information found at [www.timeanddate.com/worldclock/city.html?n=411](http://www.timeanddate.com/worldclock/city.html?n=411).

******** NOTE ********

Bid documents shall be submitted in a sealed envelope clearly marked with the bid number as found on the Bidder Acknowledgement page, opening date and time. Failure to do so will result in your bid being returned unopened.

Faxed or e-mailed bids will not be accepted.

**BID OPENING PROCEDURES**

Bids will be opened publicly in the Conference Room at 2:00 p.m. Prices will be read upon the request of bidder(s) in attendance. Arrangements may be made to review bid documents at a later date.

**AWARD RECOMMENDATION AND BID TABULATION**

Bid tabulations and recommendation(s) for award will be posted in Purchasing Services on or about **October 26, 2013** and will remain posted for 72 consecutive hours.

Bid results or award recommendations will not be given by telephone.
DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business’s policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5) Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee’s community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements. I understand that false certification of a drug-free workplace is a violation of Florida Statutes 287.087.

_________________________________________
VENDOR’S SIGNATURE/DATE

_________________________________________
COMPANY NAME
NO-BID FORM

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to (or fax it to 904-858-4868):

Duval County Public Schools
Purchasing Services
4880 Bulls Bay Highway
Jacksonville, Florida 32219

We are unable to submit a bid at this time due to the following reason(s):

________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________
________________________________________________________________________________________

Name of Firm: ________________________________________________________________
Signature and Title: ____________________________________________________________
Street Address or P.O. Box: ______________________________________________________
City, State, Zip Code: ___________________________________________________________

RETURN THIS FORM ONLY. DO NOT RETURN BID PACKAGE.
SPECIAL CONDITIONS

1. **PURPOSE:** Purpose of this bid is to establish a contract for Student Transportation Services for Geographic Service Area (GSA) 1. The initial term of the contract will be from August 1, 2014 through the day prior to the first day of the regular school term, 2019.

2. **AWARD:** Award will be to the lowest qualified responsive and responsible bidder.

   In the event of tie bids, ties will be broken as follows in accordance with Purchasing Code 7.70 II. Q. Tie Bids. In the bidding process, when identical prices are received from two or more vendors and all other factors are equal, priority for award shall be given to vendors in the following sequence:

   1) cash discounts offered for payments of thirty (30) days or longer;
   2) a vendor that is a certified minority vendor by Duval County Public Schools Office of Minority Business Affairs;
   3) a vendor that is located in Duval County, Florida;
   4) a vendor that is located in the State of Florida;
   5) a business that certifies that it has implemented a drug free workplace program in accordance with the provisions of 287.087, Florida Statutes;
   6) a coin toss by the Director of Purchasing or designee shall be held at the location where the bids were opened. The tie low bid vendors will be invited to be present as witnesses.

3. **QUESTIONS:** Any questions and/or request for additional information should be directed to Donna Blizzard in Purchasing Services, via email at blizzard@duvalschools.org placing this bid number (RFQ/ITB-023-14/DB) in the subject header. Deadline for questions shall be 2:00 p.m. ET on November 15, 2013. Questions received after this date will not be answered. Interpretations or clarifications in response to such questions will be issued in the form of written addenda to all parties recorded by Purchasing Services as having received the Bid Documents. No verbal or written information obtained other than by information in this document or by written addendum to this bid will be binding on the District.

4. **LINE ITEM BIDS AND CORRECTIONS:** All prices submitted on the original Bid Proposal Forms shall be indelible. The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by lineout of the incorrect figures, writing in of correct figures, and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected item(s) only. In the event of a discrepancy between the written price and the numeric price, the written price shall govern.

5. **UNITS OF MEASURE:** The item unit of measure shall be as indicated on the Bid Proposal Form. Bids received for items that do not conform to the requested unit of measure shall be considered non-responsive.

6. **METHOD OF PAYMENT:** Payments to vendors may be made via credit card or ACH. If credit card payment is acceptable, initial the designated space(s) on the Bidder Acknowledgement under Form of Payment accepted. By doing so you are authorizing this form of payment on all future invoices whether or not they are related to this solicitation. Payments will be made in accordance with the Local Government Prompt Payment Act, F.S. 218.70.
7. **AVAILABILITY OF FUNDS:** The obligations of DCPS under this award are subject to the availability of funds lawfully appropriated annually for its purposes by the Legislature of the State of Florida.

8. **DISQUALIFICATION OF BIDDER:** More than one bid/proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a bidder is involved in more than one bid/proposal for the same work will be cause for rejection of all bids/proposals in which such bidders are believed to be involved. Any or all bids/proposals will be rejected if there is reason to believe that collusion exists between bidders. Bids/proposals in which the prices obviously are unbalanced will be subject to rejection.

9. **CONTINGENT OR ALTERNATE BIDS:** Each bidder shall only submit a single offer and shall adhere to the requirements and scope as described in this solicitation. Submittal of an alternate offer or an offer that includes contingencies that must be met by the District in order for the bidding firm to accept a contract will be deemed nonresponsive and will cause the bid to not be eligible for consideration for award.
BID PRICING SHEET FOR GSA 1 (Fletcher/Sandalwood)

Prices shall be given to the fourth digit to the right of the decimal point. (i.e - $#.####)

In the event of a discrepancy between numeric price and written price, the written price shall govern.

Failure to respond as requested may result in rejection of item(s) as non-responsive.

Notwithstanding anything to the contrary in the ITB or RFQ documents, the mileage is an estimate subject to change, and shall not be deemed a guaranty of volume of work available (except for any adjustments set forth in section 3.11.6.B of the RFQ).

GSA 1 – Fletcher/Sandalwood  

$______________  
Price per mile (numeric)  

Price per mile (written)  

____________________________________________________________________________________

PRINTED/TYPED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

____________________________________________________________________________________

SIGNATURE/DATE

The following documents are to be returned with this response to the Invitation To Bid:

Bidder Acknowledgement (page 1 - front page of this document)

Price Bidding Sheet (this page)

Conflict of Interest Statement

Drug Free Workplace Certification
November 8, 2013

Request for Qualifications/Invitation To Bid (RFQ/ITB)

STUDENT TRANSPORTATION SERVICES GSA 1

RFQ/ITB-023-14/LG

PROCEDURAL TIMELINES AND RELEVANT INFORMATION

Duval County Public Schools (DCPS) has developed a Request For Qualifications/Invitation To Bid (RFQ/ITB) package for Student Transportation Services and invites your firm to respond.

The purpose of this communication is to provide information regarding the RFQ/ITB process.

As indicated above, this solicitation is a two-step bidding process. Each respondent is to submit a complete qualification package, and a separate price per mile offer. The offers of all respondents determined to be qualified will be considered.

The deadline for submission of responses is 1:00 p.m. (eastern time) on December 4, 2013. All responses must be delivered to: Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219. Responses received after the established date and time or at any other location will not be considered.

Questions regarding this schedule may be directed to Ms. Donna Blizzard, Purchasing Services at blizzard@duvalschools.org.
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### INVITATION TO BID
I. GENERAL INFORMATION:

1.0 INTRODUCTION:

Duval County Public Schools (DCPS, DCSB, The School Board of Duval County, Florida, or the DISTRICT) is issuing this Request for Qualifications (RFQ) as well as the accompanying Invitation to Bid (ITB) to interested firms for the purpose of selecting a qualified provider for student transportation services. Both the response to the RFQ and the response to the ITB shall be submitted at the same time in SEPARATE SEALED ENVELOPES. The resulting contract will be with an individual company (the CONTRACTOR) for the provision of all required Student Transportation Services for a designated area of the DISTRICT. This two-step process is further described in Section 1.14 of this document.

The DISTRICT seeks a firm that has experience providing the same or similar services to school DISTRICTs, municipalities and governmental entities and desires to enter into a multi-year contract with the DISTRICT for such services.

The selected RESPONDENT will be required to execute a standard form contract as adopted by the DISTRICT for use with this contract for services. A copy of a sample standard form contract is attached hereto for information purposes only. (Exhibit E).

The contract resulting from this process will be for the provision of school buses and personnel for Basic Transportation Services, Supplemental Transportation Services, and Summer Program Transportation Services as needed (refer to Definition Section 1.3).

The DISTRICT is divided into Geographic Service Areas (GSAs). Each of these areas is comprised of a variable number of bus routes. Currently, the DISTRICT is soliciting bids for GSA 1 (Fletcher/Sandalwood). Although subject to change (and specifically, the following shall not be deemed a guaranty of volume except for any permitted adjustments described in section 3.1.11.6.B below), the number of routes and miles for this solicitation is:

GSA 1: Fletcher/Sandalwood – The estimated number of routes is 156 (117 non-ESE and 39 ESE). The estimated total annual base route mileage is 1,373,958.2 (non-ESE = 1,043,053.1 ; ESE = 330,905.1) (Exhibit D).
1.1 GENERAL INFORMATION ABOUT THE DISTRICT:

The DISTRICT and its governing board were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The DISTRICT is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by DISTRICT school officials in accordance with Florida Statutes. The Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of DISTRICT public schools.

The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State and Federal laws and regulations, State Board of Education Rules, and School Board policies.

1.2 DISTRICT OBJECTIVES:

To deliver safe, reliable, efficient and cost effective transportation services to the Duval County Public School community.

1.3 DEFINITIONS:

1.3.1 DISTRICT: When used in this document, the words "DISTRICT" or "DCPS" will be intended to denote the geographic area or the organization’s administrative staff, dependent upon the context in which they are used. The words “School Board,” “DCSB,” or “The School Board of Duval County, Florida” will be intended to denote the elected body of governing officials for the entity.

1.3.2 CONTRACTOR: Represents all references to the awardee.

1.3.3 RESPONDENT: Any individual, sole proprietorship, firm, corporation or other entity who submits an offer for materials and/or services (as the basis for award of contract) in response to a RFQ/ITB. At times in context, RESPONDENT may mean the intended CONTRACTOR.

1.3.4 SUBCONTRACTOR: An entity with a contractual relationship to a CONTRACTOR who the CONTRACTOR proposes to use to perform a portion of its obligations.

1.3.5 Basic Transportation Services: The safe and efficient transportation of any and all pupils, who are designated by the DISTRICT to be transported, between school and home and/or school and school (shuttles and additional service trips included). Such transportation shall be provided for each and every day that school is convened and in accordance with bus routes and schedules prepared by the DISTRICT. Currently, the operation days for all schools are 180 days, which may be increased or decreased as determined to be in the best interest of the DISTRICT or as required by law. The CONTRACTOR shall only invoice for the days service is rendered, and the DISTRICT shall be liable to pay only for the days service is rendered.

1.3.6 Irrevocable Standby Letter of Credit: Letter of credit that represents an obligation by the issuing bank on a designated third party (the beneficiary), that is contingent on the failure of the bank’s customer to perform under the terms of a contract with the beneficiary.

1.3.7 School Board: The words “School Board,” “DCSB,” or “The School Board of Duval County, Florida” will be intended to denote the elected body of governing officials for the entity.
1.3.8 Supplemental Transportation Services:
The safe and efficient transportation of any and all pupils or other authorized persons as may be requested by DISTRICT for after-school activity trips, field trips, athletic activities, special or additional services, or any other purpose designated by DISTRICT (Exhibit A).

- Field Trip: Any service requested by a school to transport students to/from a curriculum related location, athletic event, or other location and return to the school.

- After School Activity Trip: Any service transporting students from school to home after regular dismissal time in the PM, including programs like TEAM UP.

- Additional Service:
  - Any operations related service that does not fall within the scope of basic service, field trip, or after-school activity trip.
  - Any administrative type service initiated through the Director of Transportation’s office.
  - Any additional school days/partial school days (Saturday school, etc.) that are not included in the 180 day school schedule.
  - Special program trips are any additional school days/partial school days, Saturday school, independent school program.

1.3.9 Summer Program Transportation Services: An extension of the regular school term defined the same as Basic Transportation Services, and including “summer school.” The days of operation vary from year to year.

1.3.10 Stop: The location of the pick up or drop off point for student(s).

1.3.11 Trip: A group of stops or distance traveled from one location to another (i.e. from stops to school, from school to stops, or from school to school).

1.3.12 Route: A recurring group of trips assigned to make up a route. Routes shall be divided into both AM and PM trips.

1.3.13 Essential Unloaded Mileage:

- AM: During the course of any route, the mileage from the drop off of students at the last school on the trip to the first student pick up for the next trip.
- PM: During the course of any route, the mileage from the last student dropped off on a trip to the next school on the route.

1.3.14 Non-essential Unloaded Mileage:

- AM: During the course of any route, the mileage from the bus compound to the first student stop or from the last school back to the bus compound.
- PM: During the course of any route, the mileage from the bus compound to the first school or from the last student stop back to the bus compound.
- PM: If a bus has a supplemental trip such as an after-school activity trip or field trip after the finish of the daily route and does not return to the compound, the mileage from the last student stop back to the school is also considered non-essential unloaded mileage.

1.3.15 Bus Capacity: The passenger seating of a bus is defined as the manufacturer's rating of seating capacity for a bus with no seats removed. Seats removed for wheelchair space will not reduce the seating rating of a bus.
1.3.16 **Back-Up Bus:** Any bus in the CONTRACTOR'S fleet, meeting the same specifications and age requirements as those of the daily route fleet, but is utilized to perform service in the event a daily route bus is "out of service" for any reason, or for Supplemental Transportation Service.

1.3.17 **Contracted Price Per Mile:** The price per mile awarded to the CONTRACTOR.

1.3.18 **Business Cycles:** There are 180 school days. Each Business Cycle is comprised of 20 school days for a total of 9 Business Cycles (Cycles 2 through 10) during the regular school year. The summer break is broken into Cycle 11 which covers from the end of school through June 30th and Cycle 1 which covers July 1st through the first day of the new school year.

1.3.19 **Contract Year:** A contract year shall be defined as the period from August 1st through July 31st, except that the last Contract Year shall end on the day prior to the first day of that year’s regular school year. During the first year of the contract the DISTRICT reserves the right to require limited supplemental transportation services (i.e. – field trips) from the CONTRACTOR.

1.3.20 **Idling Policy:** Idling Limits at Loading/Unloading Locations and Exceptions

- DISTRICT staff/CONTRACTOR staff supervising any school bus loading zone where students are loaded or unloaded, shall not allow or cause any school bus to idle for a period greater than 5 minutes while waiting at such location to load or unload.
- The 5 minute rule also applies to all pick up and/or drop off locations for field trips, charters, and after school activity trips where buses are transporting students and/or adults (includes all out-of-county locations). **Idling limits should not apply for periods where:**
  - A school bus idles while forced to remain motionless because of an official traffic control device or at the direction of a law enforcement official.
  - A school bus idles solely to prevent a true safety or health emergency.
  - A school bus engine idles for emergency repairs or diagnostic purposes, but only to the extent that idling is necessary for such activity.
  - A school bus engine idles for more than 5 minutes due to remote incidences of extreme weather; but only to the extent necessary for the health, safety or well being of the students and/or staff.

1.4 **FUEL:**

The DISTRICT shall purchase at its own cost, inclusive of all fuel taxes, fuel required for basic and operations related service as set forth in 3.1.10. The CONTRACTOR will provide fuel for field trips, after school activity trips, and administrative type service trips and any additional fuel not paid by the DISTRICT per section 3.1.10. In the event a RESPONDENT is qualified to submit a bid, be aware that the cost of fuel shall not be included in the bid proposal. RESPONDENTS shall consider any costs they may incur for unallocated fuel when responding to pricing. Allocated fuel may be bio-diesel or red dye diesel, at the DISTRICT’s option as cost and availability permit. Other alternative fuels may also be used, subject to the consent and agreement of both parties. CONTRACTORS are encouraged to implement the use of alternative fuels for the unallocated portion of their fuel use.

1.5 **AWARD:**

Award will be by GSA. The DISTRICT reserves the right to: (1) accept bids of any or all of the items it deems, at its sole discretion, to be in the best interest of the DISTRICT; and (2) the DISTRICT reserves the right to reject any and/or all bids.

It is the intent of the DISTRICT to preclude award to any CONTRACTOR for all GSAs contracted simultaneously (such that only one CONTRACTOR would provide transportation services to the entire DISTRICT).
However, if any qualified RESPONDENT is the sole bidder for a GSA, or the second low bid exceeds the low bid by five percent (5%) or more for the GSA under consideration, the DISTRICT reserves the right to waive this limitation and make an award that is based on the best interest of the DISTRICT. Notwithstanding the foregoing, however, any single CONTRACTOR shall not be awarded all GSAs.

1.6 CONTRACT DOCUMENTS; PRIORITY OF DOCUMENTS; CONSTRUCTION OF DOCUMENTS:

1.6.1 A contract shall be released, after award, for any work to be performed as a result of this two-step process. The RFQ, ITB, bid, qualification proposal, addenda, attachments, Exhibits, Contract form in Exhibit E, approved change orders, Standard Operating Procedure (SOP) directives, and performance bond/standby letter of credit and corresponding purchase order(s) shall constitute the contract documents between the parties.

1.6.2 In the event of a conflict or ambiguity among the contract documents, then precedence shall be given in the following order: approved change order, SOP directive, the Contract, Addenda, RFQ, Performance Bond/Standby Letter of Credit, ITB, the Bid, Qualification Proposal, and Attachments and Exhibits lastly.

1.6.3. In the event of a conflict or ambiguity in the contract documents, the contract provisions shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

1.7 CONTRACT TERM:

The Contract for GSA 1 will be for an initial term of five (5) years, and may be renewed for one (1) additional five (5) year renewal term under the same terms and conditions as the initial Contract term with the written consent and agreement of both parties. During the 5-year initial Contract term, the CONTRACTOR may request in writing that the CONTRACTOR be released from the Contract in the coming school year (i.e. - 11 months away) by September 15th in the second year of the initial five (5) year term. Failure to provide written notice by September 15th of the second year of the initial five year term will mean the CONTRACTOR agrees to perform in accordance with the terms and conditions of the Contract for the remainder of the initial five year contract term. By September 15th of final year of the contract base period, the CONTRACTOR may request in writing to be released from accepting the approaching 5 year Contract renewal. Failure by the CONTRACTOR to provide such notice shall constitute agreement by the CONTRACTOR to accept Contract renewal for a second five year period per existing terms and conditions within the Contract at the District’s discretion. If the Contract is renewed for the renewal five year term, the CONTRACTOR will again have the opportunity to request in writing that the CONTRACTOR be released from the Contract by September 15th in the second year of the five year renewal term. Failure to provide written notice by September 15th of the second year of the five year renewal term will mean the CONTRACTOR agrees to perform in accordance with the terms and conditions of the Contract for the remainder of the renewal term. The total term of the agreement (including renewal) shall not exceed ten (10) years. See Section 1.3.19 (definition of “Contract Year”) for the term of the last Contract Year. Any notice delivered pursuant to this section must conform to the requirements set forth in section 3.0.20 hereafter.

1.8 CONSUMER PRICE INDEX:

The contracted price per mile in the initial Contract Year for Basic Transportation Services and Summer Program Transportation Services will be used and adjusted for subsequent Contract Years using the initial Contract Year rates as follows. Commencing on the second Contract Year of the Initial Term, and each Contract Year thereafter (including any Renewal Term) the rates will be adjusted by the change in the CPI Index (as defined below). There may be a normal time delay in reporting price change data, which delay (if any) might necessitate retroactive adjustments in the payments arising under the Contract rates for any renewal Contract Year as adjusted pursuant to this section. If there is a decline in the CPI for any given year, compensation will not be reduced and the prior year rate will be maintained. As used in this section:
(a) "CPI" means the Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, all items (1982-84=100), not seasonally adjusted, as published by the Bureau of Labor Statistics, United States Department of Labor (or the replacement index therefore published by the Bureau of Labor Statistics or its successor if the Consumer Price Index has been discontinued, or if there is no such replacement index, a reasonably comparable index selected by the DISTRICT).

(b) Commencing on the anniversary of the Contract, the contracted price per mile (PPM) for the next Contract Year will be the contracted PPM from the initial Contract Year adjusted as follows. Using the CPI published as of May 2014 as the Basic Index, the contracted PPM will be adjusted to the quotient obtained by dividing (C) into the product of (A) multiplied by (B), where (A) is the CPI as of May 31 in the immediately preceding Contract Year for which the adjustment is being computed; where (B) is the contracted PPM for the initial Contract Year (prior to any adjustment) and where (C) is the Basic Index. The result of that calculation will determine the new rate set forth in the Contract for the renewal Contract Year.

For example, if the parties desire to renew the Contract for August 1, 2015, and the initial Contract Year rate is $3.0000, and assuming the Basic Index (May 31, 2014 CPI) is 177, and assuming that May 31, 2015 CPI is 181, then the following applies.

$$ \text{Year 2: } \frac{(A = 181) \times (B = 3.0000)}{(C = 177)} = 3.0678 $$

If the parties desire the renew the Contract for August 1, 2016, and assuming the May 31, 2016 CPI is 185, then the following applies:

$$ \text{Year 3: } \frac{(A = 185) \times (B = 3.0000)}{(C = 177)} = 3.1356 $$

(c) When the rate is adjusted under these provisions, the DISTRICT will provide a detailed written statement of the DISTRICT’S calculations pursuant to this Section. The rate adjustment pursuant to this Section will be rounded to the same level of detail as the rate set forth in the initial Contract Year. Fifteen (15) days will be given to specify in writing to the DISTRICT any reasonable objection to such calculation as set forth in this Section, and in the event no objection is made, then the rate adjustment will be conclusive. In the event of reasonable disagreement regarding the calculation in accordance with this Section, the DISTRICT will continue to pay the prior Contract Year rate until such disagreement is resolved, in which case, the DISTRICT will pay the difference as reasonably agreed upon by the parties (such agreement to be conclusive). In the event the parties cannot reach a reasonable agreement within sixty (60) days, then the Superintendent's designee will conclusively determine the issue.

(d) Rate adjustments for Supplemental Transportation Services will be made at different intervals than for Basic Transportation Services and Summer Programs. (Exhibit A).

**NOTE:** In no event will the price per mile be reduced below the initial Contract Year rate.

### 1.9 EQUAL OPPORTUNITY COMPLIANCE:

RESPONDENTS affirm by submitting their responses they are equal opportunity and affirmative action employers and shall comply with all applicable Federal, State and local laws and regulations.
1.10 GRATUITIES AND KICKBACKS:

Any employee or any official of the DISTRICT, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, to any employee or official of the DISTRICT, elective or appointive, in his efforts to proposal for, offer for sale, or to seek in the open market to make sales to the DISTRICT, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

1.11 PUBLIC RECORDS LAW:

Pursuant to Florida Statutes Chapter 119, responses received as a result of this RFQ or the subsequent ITB shall not become public record until thirty (30) days after the date of opening or until posting of a recommendation for award, whichever occurs first. Thereafter, all documents or other materials submitted by all RESPONDENTS in response to this offering shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes, unless otherwise exempt under Florida law.

It shall be the sole responsibility of the awarded CONTRACTOR to comply with all requirements of Chapter 119 regarding public records (whether documents, notes, letters, emails, or other records) received or generated in relationship to the contract awarded by the DISTRICT.

1.12 PUBLIC ENTITY CRIMES:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/proposals on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, SUBCONTRACTOR, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

The RESPONDENT certifies by submission of a response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. When requested, the CONTRACTOR will execute and deliver to the DISTRICT the appropriate federal debarment certification form within three (3) business days.

1.13 DISPUTE:

1) Any actual or prospective bidder, proposer or CONTRACTOR who is aggrieved in connection with the solicitation or award of a contract may file a protest and shall deliver its written notice of protest to the Chief Officer, Operations Support (formerly Associate Superintendent Administration and Business Services), or designee (hereinafter “Hearing Officer”) immediately, but no later than two (2) working days after bid opening or after recommendation of award, if not to the apparent low bidder, or as set forth in paragraph 9 infra, which will initiate the 48-hour notice requirement.

The written protest with documentation shall be delivered to the Hearing Officer no later than 2 p.m. on the 4th calendar day immediately following the bid opening or receipt of notice of intent to award recommendation as is appropriate.
If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next Duval County School Board (DCSB) work day. Protests shall be presented with specificity, and every issue shall be fully documented.

2) The legal basis for any relief sought must be clearly identified and explained in the written notice of protest.

3) The Hearing Officer shall call a meeting and hear all protests and receive all evidence within a reasonable time. This does not preclude the Hearing Officer from calling a special meeting or granting a continuance under extraordinary circumstances.

4) All bidders or offerors shall receive notice of any protest hearing and a copy of the protest document. Attachments shall be available upon request.

5) The Florida Rules of Civil Procedure may be relaxed at the sole discretion of the Hearing Officer presiding at any protest hearing.

6) The Hearing Officer shall issue his/her decision within two (2) working days of the completion of the protest hearing.

7) The Hearing Officer’s decision shall result in a final order which may include findings and conclusions. The decision of the Hearing Officer shall be final.

8) The DCSB does not encourage the use of faxes to accomplish delivery of the notice of protest and the protest itself. Any bidder or offeror utilizing delivery by fax shall assume the risk associated with incomplete delivery or nonreceipt.

9) Any protest specification objection shall be generally treated as set forth in paragraph 1 supra. The operative date for the notice requirement shall be the date the specifications were obtained by the prospective bidder or offeror but no later than 10 days prior to the date of bid opening or proposal due date.

1.14 INSTRUCTIONS TO RESPONDENTS:

All responses to the RFQ and ITB must be received no later than 12:00 noon (eastern time) on December 4, 2013. If a response is transmitted by US Mail or other delivery medium, the RESPONDENT shall be responsible for its timely delivery to Purchasing Services, 4880 Bulls Bay Highway, Jacksonville, FL 32219-3235.

Any response received after the stated time and date or at any other location, will not be considered and should be returned unopened to the originator after award.

One manually signed original, two (2) exact photocopies and four (4) exact CD or flash drive copies (in PDF file format) of the complete RFQ response must be sealed in a single envelope and clearly marked, "RESPONSE TO REQUEST FOR QUALIFICATIONS - STUDENT TRANSPORTATION SERVICES – GSA 1" on the outside of the package. One manually signed original of the response to the ITB must be sealed in a SEPARATE envelope clearly marked, "RESPONSE TO INVITATION TO BID" - STUDENT TRANSPORTATION SERVICES – GSA 1" and submitted at the same time. Once accepted, all original responses and any copies of responses become the sole property of the DISTRICT and may be retained by the DISTRICT or disposed of in any manner the DISTRICT deems appropriate.

All responses must bear the signature of an officer or employee having authority to legally bind the responding firms.

NOTE: It is the sole responsibility of each respondent to assure all copies are identical to the original, including any supplemental information. CD copies will be utilized by the Committee for the purpose of qualification.
Any information contained in the original RFQ response which has not been transferred to the CDs or photocopies may NOT be considered. The original document will be used solely for official record keeping and audit purposes.

Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the DISTRICT.

The DISTRICT anticipates the following time schedule in completion of the process with the intended result of selection of the contracted service provider:

- November 8, 2013 - Date of distribution
- November 15 2013, 2:00 p.m. - Deadline for submission of questions and requests for clarification
- November 26, 2013, 12:00 Noon - Opening of RFQ responses (ITB responses to remain sealed at this time)
- December 3, 2013, by 2:00 p.m. – Notification to qualified and non-qualified RESPONDENTS (Notification shall be affected by email and manual posting at the DISTRICT office at Bulls Bay.)
- December 4, 2013, by 12:00 noon - Deadline for submission of bid security
- December 4, 2013, 1:00 p.m. - Opening of ITB responses from qualified firms
- January 7, 2014 - Anticipated date of award by School Board
- August 1, 2014 - Anticipated effective date of contract
- August, 2014 - Service begins

All questions and requests for clarification from potential RESPONDENTS shall be submitted in documented format to Ms. Donna Blizzard, Buyer, Purchasing Services. Such requests may be mailed to the address as shown above; faxed to (904) 858-4868 or e-mailed to blizzardd@duvalschools.org. Questions submitted subsequent to the deadline as shown above will not be addressed.

Additions, deletions or modifications to information contained in the RFQ or ITB as a result of questions received will be presented to all potential RESPONDENTS by means of a written addendum, if necessary.

No verbal or written information that is obtained other than by information in this document or by addendum to this RFQ or ITB will be binding on the DISTRICT.

### 1.15 EX PARTE COMMUNICATIONS:

Ex parte communication, whether verbal or written, by any potential RESPONDENT or representative of any potential RESPONDENT to this RFQ with DISTRICT personnel involved with or related to the RFQ, other than as designated in this document, is strictly prohibited. Violation of this restriction may result in the rejection/disqualification of the RESPONDENTS’ proposal.

Ex parte communication, whether verbal or written, by any potential RESPONDENT or representative of any potential RESPONDENT to this RFQ with Board members is also prohibited and will result in the disqualification of the RESPONDENT.

Notwithstanding the foregoing, communications are permissible by this Section when such communications with a prospective RESPONDENT are necessary for, and solely related to, the ordinary course of business concerning the DISTRICT’S existing contract(s) for the materials or services addressed in this RFQ (but in no event shall any existing vendor intending to submit a bid initiate communications to any member(s) of the Duval County School Board; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).
1.16 AGREEMENT:

(a) **Execution of Contract.** Upon award, a contract will be executed substantially in the form of Exhibit E.

(b) **Transition Assistance.** In the event the resulting agreement is terminated, not renewed or naturally expires, the CONTRACTOR agrees that the DISTRICT may provide written notice to the CONTRACTOR retaining the CONTRACTOR for a month-to-month basis on the same terms and conditions set forth in the agreement. Such month-to-month services shall continue until the DISTRICT has established a replacement Student Transportation Services Agreement. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

II. SUBMITTALS/PRE-QUALIFICATION:

Each RESPONDENT should submit sufficient information to allow an assessment of its capacity, resources, experience, planning capability and financial status to successfully manage and operate a large-scale student transportation services program. The determination of whether or not a RESPONDENT is qualified to participate in the next phase of solicitation will be based upon this information. Categorical qualification assessments will be performed in accordance with DISTRICT guidelines.

With the exception of minor errors or omissions, as determined by the District, failure on the part of any RESPONDENT to submit sufficient information in any area below to allow an assessment of the firm’s ability to successfully perform the contract, if awarded, **including documented efforts to secure Minority Business Enterprise (MBE) participation,** may render the RESPONDENT non-responsive and the RESPONDENT may be deemed disqualified for further consideration. RESPONDENTS who fail to obtain an acceptable determination may be deemed unqualified. The operational sufficiency of any plan or submission will not be evaluated in the qualification phase. The successful CONTRACTOR shall obtain approval for all final reports, plans and submittals from the Director of Transportation on a schedule to be determined. This includes, but is not limited to: implementation timelines, operation progress reports and transition scheduling.

ITEMS FOR SUBMITTAL ARE IDENTIFIED ON THE FOLLOWING PAGES. RESPONDENTS ARE ENCOURAGED TO USE THE CHECKLIST PROVIDED ON THESE PAGES TO ASSURE THEY HAVE ADDRESSED ALL CATEGORIES IN THEIR RESPONSE.
ITEM CHECKLIST:

1) Respondent Profile (Attachment A) with all information completed and all signatures as specified.

2) Minority Business Enterprise Policy and Proposed Schedule of Participation (Attachment B) with information completed and signatures as specified.

3) References/Experience/Service History
   - Provide at least three (3) references concerning the level of experience (contract history/current contracts) involving student transportation over the last five (5) years, with at least one (1) current or previous contract with a volume utilizing at least sixty-three (63) buses operating on a recurring daily/weekly basis for a twelve month or one-school year period. The Respondent shall have been the primary Contractor and utilizing the Respondent’s buses. Both public and private transportation experiences will be considered. The District may not be used as a reference. The District reserves the right to investigate all references and to take steps as necessary to determine the ability of the Respondent to perform the work in a safe, prompt and efficient manner as outlined herein.

   - Complete and submit Client Information, Section 14 of Attachment A.

4) Financial Information
   - Provide audited financial statements for the company (in U.S. Dollars) for the last two (2) fiscal years of operation.

   Audited financial statements shall include for each year:
   - A balance sheet;
   - A statement of cash flow;
   - An income statement;
   - The independent auditor’s opinion letter;
   - The notes to the financial statement

   The financial information provided will be reviewed to determine the Respondent’s overall financial health. An assessment of working capital will also be performed to determine the Respondent’s ability to finance the necessary capital purchases for performance of the contract.

5) Human Resource Administration
   - Provide a set of company standards and guidelines for school bus operators and school bus monitors, mechanics, school bus operator trainers, managers, and administrators to include, but not be limited to details about the screening practices, hiring practices, employee qualifications and experience, details of the employee retention plan, the specifics of the benefit package to be offered, and availability of trained school bus operators/school bus monitors for timely use.
   - Provide the current organizational chart of the company.
   - Provide the plan for proper staffing of school bus operators/school bus monitors relative to the DCPS operation.

6) Fleet Plan (Attachment C) with all information completed, as specified.
   NOTE: The District reserves the right to require a supplier commitment letter for proposed purchase of buses prior to the determination of pre-qualification.

7) Staff/Safety Training
   - Provide a plan for school bus operator/school bus monitor training relative to the DCPS operation.
   - Provide a current school bus operator/school bus monitor safety and training manual.
8) Facility Plan
   • Provide a plan to store and maintain equipment and buses relative to the DCPS operation, as well as, dispatch and manage operations from a facility(s) located in accordance with Section 3.0.1.1.

9) Drug/Alcohol Testing Plan
   • Submit the company policy and procedure relating to all phases of testing: pre-employment, random, reasonable suspicion, post-accident, and return-to-duty and follow-up testing.

10) Bid Bond/Irrevocable Letter of Credit
    • Provide a Bid Bond or Irrevocable Standby Letter(s) of Credit in the amount of $200,000.00 in accordance with Section 3.0.8 of this document.
III. SCOPE OF SERVICES/CONTRACTOR REQUIREMENTS:

3.0 GENERAL:

The CONTRACTOR shall supply and maintain such number of school buses and personnel as are required to fulfill the DISTRICT’S needs for Basic Transportation Services, Supplemental Transportation Services, and Summer Program Transportation Services, and required back-up personnel and equipment. If any services, functions or responsibilities not specifically described in this RFQ are necessary for the proper performance and provision of the transportation services, they shall be deemed to be implied by and included within the CONTRACTOR’S scope of the services to the same extent and in the same manner as if specifically described herein. It shall be understood that the DISTRICT will not act as an agent for nor will it finance or supplement any CONTRACTOR in acquisition of facilities or equipment, employee training, insurances, licensing, inspections, or any other financial or service-related responsibility of the CONTRACTOR.

3.0.1 FACILITIES:

3.0.1.1 The CONTRACTOR shall store and maintain equipment and buses, as well as dispatch and manage operations hereunder at a facility(ies) located in or near the boundaries of each contracted GSA, subject to approval by the District after award of the contract. The DISTRICT reserves the right to make site visits without prior notice. In the event that one (1) facility could adequately service the award of adjacent GSAs, the CONTRACTOR may provide a written plan to the Director of Transportation for consideration to waive the aforementioned requirement.

3.0.1.2 The CONTRACTOR shall provide all necessary hardware and software including but not limited to computers, network infrastructure, internet connections and office equipment as needed to facilitate compatible exchange of day to day information with the DISTRICT’s Transportation Department.

3.0.1.3 The CONTRACTOR shall control, manage, and minimize hazardous waste and safely and securely store and dispose of in accordance with approved governmental regulations.

3.0.1.4 The CONTRACTOR shall retain adequate space to park school buses when not in use. The CONTRACTOR shall remain compliant with Jacksonville Ordinance 2007-319-E and Section 656.411 which prohibits parking/location of buses in “off-street parking lots, access to highways, on private property in a residential district(except Residential Rural-Acre (RR-Acre)) or in the CO, CRO, CCG-1 or CN districts, or on any public right-of-way in a residential, CO, CRO, CCG-1 or CN district...”.

3.0.1.5 The CONTRACTOR may be allowed to park school buses on District property at school sites when not in use ONLY with the express written permission of the school’s Principal. Copies of all written approvals shall be provided to the DCPS Transportation Department. The CONTRACTOR shall bear complete responsibility for any and all liability regarding theft, damage or vandalism to buses while parked on school property.

3.0.2 STANDARD OPERATING PROCEDURES (SOP):

The DISTRICT may issue office directives that will be utilized to affect the safety and efficiency of the operator or administrator of the Transportation process. These directives are generally procedural and shall not cause the cost of the agreement to vary.
3.0.3 STATUS OF CONTRACTOR:

The CONTRACTOR shall be duly licensed and/or certified and shall possess the staff, experience, equipment, and abilities to provide all needed services successfully and in compliance with all legal requirements. The CONTRACTOR and all employees and agents of the CONTRACTOR shall comply with all local, State, and Federal laws and/or mandates applicable to the services to be furnished. Neither CONTRACTOR nor any of their employees shall be held or deemed in any way to be an agent, employee or official of the DISTRICT. The CONTRACTOR shall be able to continuously (without interruption as a result of any labor, strike, union-related activity, or otherwise) perform service at full capacity in accordance with the scheduling as approved by the Director of Transportation in terms of all certified and other personnel, inspected equipment, and all requirements for as of the first day of the first Contract Year and through the term of the Contract.

3.0.4 LEGAL AWARENESS AND COMPLIANCE:

3.0.4.1 It shall be the responsibility of the CONTRACTOR to be knowledgeable of and adhere to the requirements of any Federal, State, County and local laws and ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the CONTRACTOR shall in no way be a cause for relief from responsibility.

3.0.4.2 Respondents affirm by submitting their proposals that they are equal opportunity and affirmative action employers and shall comply with all applicable federal, state and local laws and regulations including, but not limited to: Executive Order 11246 as amended by 11375 and 12086; 12138; 11625; 11758; 12073; the Rehabilitation Act of 1973, as amended; the Vietnam Era Veterans Readjustment Assistance Act of 1975; Civil Rights Act of 1964; Equal Pay Act of 1963; Age Discrimination Act of 1967; Immigration Reform and Control Act of 1986; Public Law 95-507; the Americans with Disabilities Act; 41 CFR Part 60 and any additions or amendments thereto.

3.0.4.3 JESSICA LUNSFORD ACT: The CONTRACTOR shall comply with and be responsible for all costs associated with the Jessica Lunsford Act, which became effective on September 1, 2005 (if applicable). The Act states that contractual personnel who are permitted access to school grounds when students are present or who have direct contact with students must meet Level 2 requirements as described in Sections 1012.32, 1012.465 and 1012.467 Florida Statutes and any other applicable Section(s).

In 2013, the Florida Legislature amended Section 1012.467 F.S. to create a requirement for a uniform, statewide identification badge to be worn at all times by non-instructional CONTRACTORS when on school grounds. The cost of the badge may not exceed ten dollars ($10.00) per badge, per employee. After the implementation of the initial badge, CONTRACTORS shall replace the badges concurrently with the re-fingerprinting of employees. The associated cost of the uniform, statewide badge shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall report any arrest for a disqualifying offense within forty-eight (48) hours of the arrest. Failure of the CONTRACTOR / CONTRACTOR’s employee to report an arrest for any disqualifying offense within 48 hours is a felony of the third degree punishable as provided in Section 775.082 or Section 775.083 F.S.

3.0.5 MINORITY BUSINESS ENTERPRISE PARTICIPATION:

- RESPONDENTS shall take all necessary and reasonable steps to ensure that certified MBEs have an equitable opportunity to compete and perform on this contract in accordance with the established goal of 5% of the annual value of the contract. Please be advised that the awarded CONTRACTOR shall be responsible for submitting a monthly MBE report and quarterly “Good Faith Efforts” reports to the Office of Minority Business Affairs.
- All RESPONDENTS should complete and return, as a part of this item, the attached Minority Business Enterprise Policy and Proposed Schedule of Participation Form (Attachment B).

For the purpose of the MBE goal, salaries and benefits of prime CONTRACTOR employees will be excluded. Additionally, fuel costs and fleet acquisition costs will be excluded.

Failure to meet stated MBE participation goals, failure to submit quarterly good faith efforts reports and/or failure to submit required monthly MBE participation reports may result in assessment of performance guarantees as outlined in Exhibit B.

3.0.6 PERMITS AND LICENSES:

The CONTRACTOR shall be responsible for obtaining any necessary permits and licenses and shall comply with laws, rules, and regulations whether State or Federal and with all local codes and ordinances without additional cost to the DISTRICT. Some examples may include – Florida Incorporation requirements; business licensing at the State level as well as the City of Jacksonville (Duval County); EPA hazardous material management certification requirements for facilities; vehicle registration and licensing.

3.0.7 RECORDS AND REPORTS:

3.0.7.1 Audit:

The DISTRICT shall have the right to audit all books and records (in whatever form they may be kept, whether written, electronic or other) relating or pertaining to the Contract(s) (including any and all documents and other materials, in whatever form they may be kept, which support or underlie those books and records), kept by or under the control of CONTRACTOR, its employees, agents, assigns, successors and SUBCONTRACTORS. CONTRACTOR shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this Contract and for at least three years following the completion of this Contract, including any and all renewals thereof. The books and records, together with the supporting or underlying documents and materials shall be made available, upon request, to DCPS, through its employees, agents, representatives, CONTRACTORS or other designees, during normal business hours at CONTRACTOR’s office or place of business in Jacksonville, Florida. In the event that no such location is available, then the books and records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location in Jacksonville, Florida, which is convenient for the DISTRICT. This paragraph shall not be construed to limit, revoke, or abridge any other rights, powers, or obligations relating to audit which the DISTRICT may have by state, city, or federal statute, ordinance, regulation, or agreement, whether those rights, powers, or obligations are express or implied. If the DISTRICT engages an independent, third party auditor, and the third party auditor makes material findings equaling 3% or more of the aggregate annual contract value, then the CONTRACTOR shall pay all costs and expenses associated with the audit.

3.0.7.2 CONTRACTOR Provided Reports:

The CONTRACTOR shall provide any and all reports and records requested by the DISTRICT and necessary for proper payment or evaluation of CONTRACTOR’S performance hereunder. All such records shall be submitted to the Transportation Department and/or open to inspection by the DISTRICT or its representative during regular business hours in the CONTRACTOR’S office. Reports and records shall include, but not be limited to, fleet records, school bus operator/school bus monitor certification documents, accident reports, replies to concerns, route stop and time schedules, bus loads, bus deficiencies, road hazards, mapping reports, schedule planning, quality assurance plan, readiness reports, directions, student discipline referral documentation, school bus operator/school bus monitor discipline documentation, parent/school correspondence, drug/alcohol testing documentation, compensation documents, GPS related and/or student tracking related, field trips and HR information in the format requested by the DISTRICT during the term of the contract.
3.0.7.3 The CONTRACTOR shall complete and submit all route related information to the Transportation Business and/or Operations office at any time changes occur, when applicable, and/or upon request (format determined/approved by the Transportation Department). A current route schedule shall remain on the bus at all times.

3.0.7.4 The CONTRACTOR shall ensure that a current seating chart of ridership remain on the bus at all times and shall be available to DISTRICT staff upon request.

3.0.7.5 The CONTRACTOR shall ensure that each school bus operator inspect the bus at least daily prior to the beginning of the first daily trip or more often as required by the DISTRICT and to report any defect affecting safety or economy of operation immediately to authorized service personnel. The inspection shall include all items identified in the procedures related to the mandatory daily inspection in the basic school bus operator curriculum.

3.0.8 BONDS/IRREVOCABLE STANDBY LETTERS OF CREDIT:

3.0.8.1 The RESPONDENT shall provide a Bid Bond or Irrevocable Standby Letter(s) of Credit in the amount of $200,000.00. The purpose of the bond or letter of credit is to ensure that the bid will be honored, and a Contract is executed. If a Bond is submitted it shall be issued by a surety company in full compliance with Section 287.0935, Florida Statutes and approved by the United States Treasury Department. If a letter of credit is submitted it shall be either:

   (1) issued by a bank or financial institution located in Duval County, Florida or; (2) expressly permit the DISTRICT to draw on the letter of credit via facsimile or email instructions. Other bond instruments are not acceptable.

A) BID BONDS:
Bid bonds received from RESPONDENTS will not be returned upon conclusion of the award process.
The bid bond of each successful RESPONDENT shall remain in full force and effect until the Performance Bond has been submitted and accepted by the DISTRICT.

The Bid Bond of the successful RESPONDENT will be retained until execution of the Contract and receipt of the Performance Bond.
If bonds are submitted, the Bid Bond and the Performance Bond shall be issued by one and the same surety company.
Failure of RESPONDENT to execute contract or provide required materials shall result in the DISTRICT retaining the bid security as liquidated damages.

B) IRREVOCABLE STANDBY LETTERS OF CREDIT:
Letters of credit received from RESPONDENTS may also serve as performance sureties.
Letters of credit received from RESPONDENTS will not be returned upon conclusion of the award process.

Sureties (whether Letters of Credit or Bonds) by recently formed corporations may be submitted in combination by the participants to attain the required surety level.

3.0.8.2 Throughout the term of the contract (including any and all renewals), the CONTRACTOR shall continuously provide a Performance Bond (in the form as Exhibit F) or Irrevocable Standby Letter of Credit equivalent to ten percent (10%) of the total miles as stated in this solicitation times the bid price per mile.

A) If By Performance Bond: The CONTRACTOR shall on an annual basis and at least thirty (30) calendar days prior to the expiration of the then-existing bond, provide the new annual Performance Bond to the DISTRICT (to the Director, Purchasing Services);
it being understood that the CONTRACTOR’s failure to timely provide a replacement annual bond compliant with all Agreement terms no later than fifteen (15) calendar days prior to expiration date of the then existing bond term will initiate the default process. Upon failure to provide required bond, the CONTRACTOR shall be issued a cure notice and allowed five (5) calendar days to provide the required bond. If not provided, then the DISTRICT may proceed with the formal default process. The DISTRICT would withdraw any declaration of a default if CONTRACTOR delivers to the DISTRICT the new compliant bond one (1) business day prior to the expiration of the then-existing bond.

B) **If By Irrevocable Standby Letter of Credit:** The CONTRACTOR shall secure its performance of the Agreement by providing to the DISTRICT an irrevocable standby letter of credit (the “Letter of Credit”) in the amount equivalent to ten percent (10%) of the annual value of the Agreement per GSA for Basic Transportation Services (USD). The Letter of Credit shall be issued by a bank acceptable to the DISTRICT, and the issuing bank shall either: (1) be located in Duval County, Florida, or (2) expressly permit the DISTRICT to draw upon the Letter of Credit via facsimile or other media (with the DISTRICT’s surrender of the original Letter of Credit to follow receipt of payment). The Letter of Credit shall provide for automatic annual renewals (each, a “Renewal Letter of Credit”). The Letter of Credit, and each Renewal Letter of Credit shall provide that the issuing bank shall, no later than thirty (30) days prior to the expiration of the Letter of Credit or such Renewal Letter of Credit, provide a written notice to the DISTRICT stating whether or not the issuing bank shall renew the Letter of Credit/Renewal Letter of Credit, and in the event no written notice is provided to the DISTRICT, then the issuing bank shall be deemed to issue the Renewal Letter of Credit. In the event that (i) an event of default occurs or (ii) the issuing bank fails to provide notice to the DISTRICT as set forth above, or provides notice that the bank will not renew the Letter of Credit/Renewal Letter of Credit, then in any case, the DISTRICT shall be entitled to immediately draw upon the Letter of Credit/Renewal Letter of Credit for the full amount.

3.0.8.3 For the first Contract Year, the Bond or Letter of Credit shall be submitted not later than thirty (30) days prior to the commencement date of the Contract to the Director, Purchasing Services.

3.0.8.4 There shall be no period of time during the contract when a performance bond or standby letter of credit is not in effect. A lapse in coverage will be considered as a breach of contract and subject to any remedies the DISTRICT may deem appropriate.

3.0.8.5 If submitting bonds, the RESPONDENT’S Bid Bond(s) for all GSA bids and the CONTRACTOR’S Performance Bond(s) for all GSAs awarded, shall and must be issued by one and the same surety company.

**3.0.9 GENERAL AND MANAGERIAL PERSONNEL:**

3.0.9.1 General Policy:

A. The DISTRICT is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or SUBCONTRACTOR because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political affiliation.

The CONTRACTOR shall take action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The CONTRACTOR shall provide to each employee training prohibiting discrimination and harassment in line with DISTRICT Board policy Chapter 10.0. The DISTRICT reserves the right to review and approve the training materials. The CONTRACTOR shall be required to present documentation of training as prescribed by the DISTRICT.
B. The CONTRACTOR shall in all solicitations and/or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

C. The CONTRACTOR shall cause any SUBCONTRACTOR engaged to perform any services required by the contract/agreement to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

3.0.9.2 Personnel:

A. The CONTRACTOR shall employ an oversight manager who shall assist in the efficient operation of the transportation services furnished hereunder and who will be the CONTRACTOR’s liaison to the DISTRICT.

B. The CONTRACTOR shall employ sufficient personnel to handle the day to day management in the following areas:
   - Facility management
   - Safety management
   - School bus operator/school bus monitor training
   - School bus operator/school bus monitor certification compliance
   - Business management
   - Dispatching
   - Route management
   - Fleet management
   - Communication with schools, the public, and the DISTRICT’S Transportation office.

C. The CONTRACTOR shall provide qualified and capable personnel to the DISTRICT. The DISTRICT shall not unreasonably withhold approval of any personnel. The Director of Transportation shall issue a notice of breach to the CONTRACTOR, which will require affirmative action within five (5) working days.

D. The DISTRICT retains the right to determine sufficient coverage of key staffing areas.

E. The CONTRACTOR shall provide a contact list of all operational staff in a format prescribed by the DISTRICT.

F. The CONTRACTOR shall coordinate any change in management within their business organization with the Director of Transportation prior to the change.

G. The CONTRACTOR shall establish wages that encourage school bus operator/school bus monitor retention. The wage rate should be such to reduce school bus operator/school bus monitor turnover and standardize attrition.

H. The CONTRACTOR shall provide a benefit package for all staff that may include quality health coverage, dental and eye coverage and compensated absences.

I. The CONTRACTOR shall submit to the Director of Transportation an annual Quality Assurance Plan to improve the overall quality of service delivered. The plan should include CONTRACTOR procedures which provide concrete incentives to reduce school bus operator turnover, avoid school bus operator shortages and provide information about the overall performance of the school bus operator. The plan shall include a detailed description of wages and benefits, insurance coverage’s offered, how many employees participate, percentage of CONTRACTOR contributions, and employee’s portion of premium costs for the various packages offered.

J. The CONTRACTOR shall submit to the Director of Transportation a monthly report detailing school bus operator/school bus monitor recruitment efforts.

K. The CONTRACTOR shall submit to the Director of Transportation a monthly School Bus Operator/School Bus Monitor Turnover Rate Report to include the number of school bus operators/school bus monitors that are employed, hired, terminated, have quit, or are beginning and completing training.
3.0.9.3 SUBCONTRACTORs:

The CONTRACTOR shall submit in writing, subject to the approval of the Director of Transportation, SUBCONTRACTORS. The CONTRACTOR shall be fully responsible to the DISTRICT for the acts and omissions of the SUBCONTRACTOR and its employees.

All responsibilities relating to the performance of any SUBCONTRACTOR remains the responsibility of the CONTRACTOR. Any rights of the DISTRICT relating to CONTRACTOR employees shall also be applicable to employees of any SUBCONTRACTOR.

3.0.10 BACK-UP PERSONNEL:

The CONTRACTOR shall employ a sufficient number of school bus operators/school bus monitors and support personnel to assure the DISTRICT of continuous and reliable service, including Supplemental Transportation Services. The CONTRACTOR shall at all times maintain a minimum twelve percent (12%) pool (bench) of certified back-up school bus operators and special needs school bus monitors. Historical data will be provided at the MANDATORY Information Conference.

3.0.11 SCHOOL BUS MONITOR REQUIREMENT:

3.0.11.1 The CONTRACTOR shall employ a certified school bus monitor assigned to all routes designed specifically for students with special needs.

3.0.11.2 The CONTRACTOR shall employ a certified school bus monitor to all routes designed specifically for students assigned to an alternative school. The work requires a monitor capable of handling extreme student management issues. The DISTRICT reserves the right to determine if the school bus monitor’s qualifications are suited for the route and effective.

3.0.11.3 The CONTRACTOR shall provide a certified school bus monitor on any route or field trip and/or a second school bus monitor on a special needs route if requested by the DISTRICT. The second school bus monitor’s salary shall be reimbursed by the DISTRICT at the CONTRACTOR’s current entry level hourly rate for school bus monitors, as evidenced by payroll records provided by the CONTRACTOR to the Director of Transportation or designee. The second school bus monitor’s billable hours shall be equivalent to the estimated trip time (essential miles) plus one (1) hour, as approved by the DISTRICT.

3.0.11.4 For any alternative route or Exceptional Student Education (ESE) route added after award of the Contract, the DISTRICT will reimburse the CONTRACTOR for the monitor’s salary at the CONTRACTOR’s current entry level hourly rate for school bus monitors, as evidenced by payroll records provided by the CONTRACTOR to the Director of Transportation or designee. The school bus monitor’s billable hours shall be equivalent to the estimated trip time (essential miles) plus one (1) hour, as approved by the DISTRICT. If the total number of required monitor routes drops below the initial number required at the time of Contract award, the DISTRICT will no longer compensate the CONTRACTOR for the provision of the added school bus monitors.

3.0.12 SCHOOL BUS OPERATOR/SCHOOL BUS MONITOR CERTIFICATION:

3.0.12.1 The DISTRICT shall require CONTRACTORS to provide all required training of new school bus operators/school bus monitors and all recertification requirements as mandated by Federal and State law and local guidelines for pupil transportation. The CONTRACTOR shall use the Basic School Bus Operator Curriculum, Revised 2007 (or updated versions as they become available) to train all potential school bus operators and school bus monitors.
It is the DISTRICT’s expectation that all classroom trainers have successfully completed the training on the Basic School Bus Operator Curriculum provided by the Florida Department of Education. (Exhibit G)

The CONTRACTOR shall also be responsible for establishing and maintaining an ongoing comprehensive safety/training program that addresses all pre-service and recertification training requirements. Safety meetings shall not be used towards the eight (8) hours of in-service training as required by State Board Rule 6-A-3.0141(10).

3.0.12.2 The CONTRACTOR shall be responsible for and bear all costs associated with the certification process for school bus operators/school bus monitors. The CONTRACTOR shall provide and ensure that all school bus operators/school bus monitors are qualified, trained and certified in accordance with State and DISTRICT requirements. Documentation of such shall be continuously available to Transportation staff at the CONTRACTOR’s facility.

The DISTRICT shall review for completeness (it being understood the CONTRACTOR remains responsible for accuracy) the certification of school bus operators and school bus monitors after examining all documents prior to service.

3.0.12.3 The CONTRACTOR shall notify the Certification office with any changes in status of a school bus operator/school bus monitor within twenty-four (24) hours or when requested by the Transportation Certification office.

3.0.12.4 The CONTRACTOR shall develop and implement a safe driver plan/company policy outlining at minimum, hiring practices, training procedures, supervision and evaluation of school bus operators, enhancement of skills, corrective action plan, and company policy which specifies which infractions of the traffic code or criminal record deems an applicant unqualified.

3.0.12.5 The CONTRACTOR shall submit their company safe driver plan/company policy to the Director of Transportation or designee prior to transporting Duval County Public School students.

3.0.12.6 With the written consent of the school bus operator, the CONTRACTOR must obtain and review the following information from any previous employer for which a school bus operator performed safety-sensitive functions as prescribed by OTETA: information on any alcohol testing that indicated unacceptable levels, a positive result from any controlled substance test; or any refusal to submit to required testing.

3.0.12.7 The CONTRACTOR shall comply with the DISTRICT Safe Driver Plan (Exhibit C) in matters of employment and continued employment. In the event of conflict between the CONTRACTOR and the DISTRICT Safe Driver Plans, the more stringent requirements shall be followed.

3.0.12.8 The CONTRACTOR shall not allow any person not properly certified to drive a school bus or serve as a school bus monitor with students on board.

3.0.13 REQUIRED ATTIRE:

3.0.13.1 The CONTRACTOR shall ensure the school bus operator/school bus monitor dresses in neat, clean attire that identifies them as a CONTRACTOR employee (i.e., vest, smock, collared shirt, blouse or shirt with company logo; enclosed footwear (leather or rubber soled), no sandals, solid color shorts or slacks), and shall also develop regulations concerning the places and circumstances where the school bus operators may wear the company attire.
3.0.13.2 All school bus operators and school bus monitors shall wear a photo ID identifying the bus company while transporting Duval County students. Photo ID’s shall be provided to school bus operators and school bus monitors by each CONTRACTOR at the CONTRACTOR’s expense for the purpose of identifying the CONTRACTOR. This requirement is in addition to the uniform, statewide identification badge that shall be worn at all times by non-instructional CONTRACTORS when on school grounds under Section 1012.467 F.S.

3.0.14 STANDARD OF CONDUCT:

3.0.14.1 The demeanor of the school bus operator/school bus monitor shall at all times reflect favorably on the DISTRICT. The school bus operator/school bus monitor shall always set a good example for students and exercise the highest degree of care, protection and courtesy.

3.0.14.2 The school bus operator/school bus monitor shall not smoke, use profane or indecent language, use or be under the influence or possession of illicit drugs, drug paraphernalia, intoxicating liquors or any other substance that may impair his/her normal faculties.

3.0.14.3 Any school bus operator/school bus monitor who, in the judgment of the Director of Transportation, abandons his/her duties or jeopardizes passenger safety while students are on board the bus shall immediately be suspended from transporting students. An informal hearing may be held with the Director of Transportation; however, the Director of Transportation shall retain the right to make final decisions in the best interest of the DISTRICT.

3.0.14.4 The school bus operator/school bus monitor shall at all times, conduct radio communication in a professional manner.

3.0.14.5 The school bus operator shall not use a cellular telephone while actively driving the bus. Cellular telephone use shall be restricted to use on the bus only if the bus is pulled safely off the road.

3.0.14.6 The school bus operator/school bus monitor shall observe all procedures incorporated into the Florida Department of Education Basic School Bus Operators Curriculum, Revised 2007 (or updated versions as they become available).

3.0.14.7 The school bus operator/school bus monitor shall control students and require order and good behavior by all students being transported on school buses.

3.0.14.8 The school bus operator and school bus monitor shall not play music via a radio or other device during the transporting of students.

3.0.14.9 The school bus operator and school bus monitor shall wear their seat belts at all times when the bus is in operation.

3.0.15 SUSPENSION/TERMINATION/REASSIGNMENT OF SCHOOL BUS OPERATORS/SCHOOL BUS MONITORS:

3.0.15.1 Recommendations regarding the suspension/termination/reassignment of school bus operators/school bus monitors may be advanced by the Director of Transportation. Concurrence and action by the CONTRACTOR shall not be unreasonably delayed.
3.0.15.2 CONTRACTOR acknowledges the importance of order and safety on all school buses. As such, the CONTRACTOR will establish a protocol, acceptable to the DISTRICT, which will provide for the reassignment or separation from service of any employee for which an investigation or action on an investigation is ongoing. The CONTRACTOR shall follow State and DISTRICT guidelines for school bus operator/school bus monitor responsibilities.

3.0.15.3 The CONTRACTOR shall comply with the DISTRICT Safe Driver Plan in matters of employment and continued employment.

3.0.16 PERSONNEL RECORDS:

The CONTRACTOR shall maintain accurate and complete records of all personnel documents, training criteria, certification documents and biographical data of all personnel affiliated with this contract. All personnel files shall be readily available for audit by any authorized DISTRICT representative during the course of this contract.

3.0.17 SUBSTITUTIONS:

Substitutions of prior approved buses, personnel, equipment and materials are permitted only with the approval of the Director of Transportation or designee in writing. This includes the modification or alteration (physical/mechanical) that changes the original function or design of the bus.

3.0.18 RADIO COMMUNICATION:

Radio Communication Requirements:

3.0.18.1 The CONTRACTOR shall be responsible for providing a radio for use by the DISTRICT. The radio shall be a base radio (control station) with power supply. The radio shall be programmed to allow direct communication with all dispatching locations and to allow the DISTRICT to monitor bus communications. All costs associated with the purchase, installation and maintenance of the radio shall be the responsibility of the CONTRACTOR.

3.0.18.2 The DISTRICT may monitor CONTRACTOR radio communications between the CONTRACTOR dispatcher and the buses.

3.0.18.3 The CONTRACTOR shall maintain a dispatching operation for each facility with a bus dispatch location, equipped with a base radio for communication with the buses. The CONTRACTOR shall provide a means of communication to the Transportation department for direct contact with each dispatching location. The CONTRACTOR dispatcher shall remain available for communication with the DISTRICT and/or public until all students have been delivered. Transportation staff shall be notified in the event of any occurrence that would interrupt normal service.

3.0.18.4 In the event of a power failure, the CONTRACTOR shall have an auxiliary power source for bus dispatching purposes.

3.0.18.5 The CONTRACTOR shall have communication with all buses providing service for any school function before/after hours. These may include, but are not limited to all field trips, athletic trips, charters, after school activity, or out-of-county trips.

3.0.18.6 The CONTRACTOR shall instruct their employees in the proper use of 2-way radio communication.
3.0.18.7 The school bus operator shall have the bus radio turned on and available for communication with the CONTRACTOR'S dispatcher at any time students are on the bus.

3.0.18.8 During an emergency and at the request of Transportation staff, the school bus operator shall continuously monitor their radio and be available via radio communication to assist his/her dispatcher through the duration of the emergency. The CONTRACTOR dispatcher must be available to speak to Transportation staff regarding developments.

3.0.18.9 The CONTRACTOR shall provide personnel to cover the phones and radios, at each facility, at all times when buses are running, during normal school days. This includes after school activity services.

3.0.19 COMMUNICATION WITH THE PUBLIC/DISTRICT:

3.0.19.1 The CONTRACTOR shall provide a current working telephone number(s), fax number, cellular phone and E-mail address to the Transportation Business office. The required numbers must be accompanied by a listing of CONTRACTOR contact personnel for non-emergency/emergency situations.

3.0.19.2 A dedicated, unpublished phone number(s) shall be provided where contact may be made at any time with the CONTRACTOR or designee.

3.0.19.3 The CONTRACTOR shall assign a designee to be "on-call" for communication with the Transportation Department before and after school hours, holidays and weekends. A pager or cellular phone number of a person designated to field all calls shall be provided. The expected response time shall be within ten (10) minutes or less of the initial contact.

3.0.19.4 The CONTRACTOR or designee shall be required to respond to all public inquiries and handle all daily transportation concerns. Sufficient management personnel and necessary support staff shall be required for on-site management. This includes, but is not limited to, phone coverage during peak times of day and year, number of phone lines, contact availability during after hours.

3.0.19.5 On days when school is in session and while buses are in operation; the CONTRACTOR or their designee shall maintain continuous coverage of a CONTRACTOR'S business telephone between the hours of 6:00 AM and 6:30 PM.

3.0.19.6 The Director of Transportation shall be made aware of all communication to the news media involving student transportation.

3.0.19.7 The CONTRACTOR shall promptly [not to exceed two (2) working days], courteously and continuously address any and all complaints or concerns brought to its attention by parents, guardians, family members, DISTRICT staff or other parties representing the interests of any student. All inquiries or concerns shall be documented to include a description of the complaint or concern, record of consultation with the school bus operator/school bus monitor and a description of the corrective action taken. Documentation shall be forwarded and available to DISTRICT staff as it is completed and/or upon request.

3.0.19.8 In cases in which an immediate response is needed, such as, a bus and/or student location is requested, the maximum 2 working day response limit shall not apply, as referenced in 3.0.19.7.
3.0.20 NOTICES:

Every notice, approval, consent or other communication authorized or required by the contract awarded pursuant to this RFQ/ITB shall not be effective unless same shall be in writing and sent via hand delivery or overnight delivery (with a receipt), directed to the DISTRICT at its address provided below, or directed to the CONTRACTOR as established promptly after the award of the contract pursuant to this RFQ/ITB. Either party may change the address by written notice to the other party from time to time in accordance herewith.

If to the DISTRICT:
The School Board of Duval County, Florida
1701 Prudential Drive
Jacksonville, Florida 32207
Phone: (904) 390-2115
Attn: Superintendent Nikolai P. Vitti, Ed.D.

With copy to:
Office of Legal Services
Attn: Chief
1701 Prudential Drive, Room 653
Jacksonville, FL 32207
Phone: (904) 390-2111

And copy to:
Director of Transportation
129 King Street
Jacksonville, Florida 32204

And copy to:
Chief of Operations
1701 Prudential Dr., 5th Floor
Duval County Schools
Jacksonville, FL 32207

Notwithstanding the foregoing, the parties agree that all communications relating to the day-to-day activities shall be exchanged between the respective representatives of the DISTRICT and the CONTRACTOR as follows pursuant to the terms of this RFQ/ITB promptly upon commencement of the Services.

3.1 BUSINESS:

3.1.1 TAX RESPONSIBILITY:

3.1.1.1 Employment taxes:

The CONTRACTOR shall comply with all matters relating to the timely payment of all taxes (Federal, State and local) and payroll taxes, unemployment taxes or contributions or other Federal or State employment taxes.
The CONTRACTOR shall indemnify, defend, and hold DISTRICT harmless from any liability for any required tax responsibilities.

3.1.1.2 Tangible taxes:

The DISTRICT is exempt from Federal and State taxes for tangible personal property. CONTRACTORS doing business with the DISTRICT shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the DISTRICT, nor shall any CONTRACTOR be authorized to use the DISTRICT’S Tax Exemption Number in securing such materials.
3.1.2 ASSIGNMENT OF CONTRACT OR PAYMENT; NO THIRD PARTY BENEFICIARIES:

3.1.2.1 The contract is personal to the parties and may not be assigned by CONTRACTOR, in whole or in part, without the prior written consent of the DISTRICT, nor shall the CONTRACTOR assign payments or routes under the contract without the prior written consent of the DISTRICT.

For purposes of the contract, an “assignment” shall include, but not be limited to, a sale of 50% or greater of CONTRACTOR’S assets to a new company, a corporate merger (whether at the CONTRACTOR level or via a merger at a holding company level), or a change in the controlling (not necessarily the majority) interest of the CONTRACTOR. If an assignment occurs, then the DISTRICT will consider, among other matters relating to the DISTRICT’S review prior to any consent, the experience and financial condition of the new proposed CONTRACTOR being at least equivalent (if not better) than that of the existing CONTRACTOR.

3.1.2.2 The contract is between the CONTRACTOR and the DISTRICT, and the DISTRICT has no obligation to any party or entity other than the CONTRACTOR as defined herein. Accordingly, there shall be no third party beneficiaries to this Contract.

3.1.3 CONTRACT EXTENSION AND EMERGENCY SERVICE:

3.1.3.1 Emergency Clause:

Notwithstanding any provision to the contrary, in any event that is deemed by the Director of Transportation to compromise the safe, reliable or timely transportation of students shall be declared an emergency situation. The DISTRICT retains the right to immediately secure replacement services from another firm or provide service itself for the remainder of the contract's duration with any means deemed necessary. All decisions regarding contracting service during the emergency period shall be made in the best interest of the DISTRICT. If the cost of the replacement service exceeds the cost of services under the rates in the contract, the excess cost shall be charged to and collected from the CONTRACTOR and/or its surety and/or its financial guarantor.

A. In the case of a route(s) being reassigned for poor service or any other breach of the contract as deemed by the Director of Transportation, the excess cost of the replacement service and associated costs (i.e. non-essential deadhead), shall be charged to and collected from the CONTRACTOR and/or its surety and/or its financial guarantor.

B. If the CONTRACTOR is unable or unwilling to provide any type requested service within the realm of existing equipment and/or personnel, the DISTRICT shall contract with another provider and the cost differential of such service shall be deducted from the compensation of the CONTRACTOR who was originally under contract to provide the service.

3.1.3.2 Notwithstanding the cure period in section 3.1.4, the DISTRICT retains the absolute right to act in a way designed to provide timely, safe and dependable transportation for its students. If the DISTRICT declares an emergency situation, it can immediately, with whatever notice practicable under the circumstances, provide replacement services.

3.1.4 CANCELLATION OF AWARD/TERMINATION:

3.1.4.1 Cause:

Unless an emergency situation is declared as set forth in Section 3.1.3 above, in the event the CONTRACTOR, either willfully or unintentionally violates any of the provisions of the contract, the Superintendent or designee shall give written notice stating the deficiencies.

The CONTRACTOR shall provide to the DISTRICT its action plan within two (2) business days after the DISTRICT’s notification, and the CONTRACTOR shall have ten (10) business days to complete the cure set forth in its action plan.
The CONTRACTOR and its surety shall be responsible to the DISTRICT for all costs (except attorney fees) associated with a termination for cause. The cure period time set herein does not apply to situations involving the failure of the CONTRACTOR to safely and timely deliver students.

3.1.4.2 Convenience:

The DISTRICT reserves the right to terminate any contract resulting from this RFQ/ITB, at any time and for any reason, upon giving no less than one hundred eighty (180) calendar days prior written notice.

If said contract should be terminated for convenience as provided herein, the DISTRICT shall be relieved of all obligations under said contract. The DISTRICT shall only be required to pay to the CONTRACTOR that amount for the mileage accrued through the date of termination. Access to any and all work papers will be provided to the DISTRICT after the termination of the contract. The parties understand and agree that the CONTRACTOR shall in no event have the reciprocal right to terminate the contract; it being understood that the DISTRICT’s payments to the CONTRACTOR forms the consideration for this termination for convenience not being available to CONTRACTOR.

In the event of the DISTRICT’S termination of the contract, the DISTRICT (in its sole election) may also require the CONTRACTOR to provide the transition assistance as set forth in Section 1.16 of this RFQ.

3.1.4.3 Breach of contract resulting in termination of the CONTRACTOR for cause may result in removal from BIDDERS/PROPOSERS list for a period of up to seventy-two (72) months.

3.1.4.4 FORCE MAJEURE: Whenever a vendor’s place of business, mode of delivery or source of supply has been disrupted by acts of government, God, civic commotion, or war, it shall be the responsibility of the vendor to promptly advise the Director of Purchasing Services, in writing, as to the extent of this disruption and its probable effect upon this Contract. If, in the opinion of the DISTRICT, the disruption presented is commensurate with the conditions established herein, the DISTRICT may elect to modify delivery/service timelines, renegotiate the contract in whole or in part, or cancel all or any portion of the contract. The vendor will be given written notification of all decisions made. While the decision of the DISTRICT shall be final, the goal will be a solution that is mutually beneficial.

3.1.5 DEFAULT:

In the event that the awarded CONTRACTOR should breach the contract, the DISTRICT reserves the right to seek remedies in law and/or in equity. Should the CONTRACTOR be declared in default by the DISTRICT, it shall provide all of its equipment and support necessary to the DISTRICT or its designee to insure uninterrupted transportation of students until other provider(s) can be retained and provide its own equipment to deliver service. The CONTRACTOR shall not encumber any equipment so that such utilization by the DISTRICT can be defeated and shall reference and incorporate this provision in any agreement relating to this purchase, lease or acquisition of any equipment or support services.

3.1.6 SEVERABILITY; FORUM; VENUE:

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the contract shall remain in full force and effect.

This Contract shall be interpreted and enforced in accordance with the laws of Florida and it shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. Venue for any action arising out of this Contract shall lie exclusively in the jurisdictional courts in and for Duval County, Florida.
3.1.7 INSURANCE REQUIREMENTS:

3.1.7.1 Description of the CONTRACTOR Required Insurance. Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR’s sole expense, procure, maintain and keep in force the amounts and types of insurance conforming to the minimum requirements set forth herein. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence on or prior to May 1, and shall be maintained in force throughout the term of this Agreement.

1. Workers’ Compensation/Employers’ Liability. The Workers’ Compensation/Employers’ Liability insurance provided by the CONTRACTOR shall conform to the requirements set forth herein.

   (a) The CONTRACTOR’s insurance shall cover the CONTRACTOR (and to the extent its Subcontractors and Sub-subcontractors are not otherwise insured, its Subcontractors and Sub-subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

   (b) The policy must be endorsed to waive the insurer’s right to subrogate against DCPS, and its members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with DCPS, and its members, officials, officers and employees scheduled thereon.

   (c) Subject to the restrictions of coverage found in the standard Workers’ Compensation policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers’ Compensation Act or any other coverage customarily insured under Part One of the standard Workers’ Compensation policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers’ Compensation policy (inclusive of any amounts provided by an umbrella or excess policy) shall be:

   - $1,000,000 Each Accident
   - $1,000,000 Disease - Each Employee
   - $1,000,000 Disease - Policy Limit

2. Commercial General Liability. The Commercial General Liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

   (a) The CONTRACTOR’s insurance shall cover those sources of liability which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO) without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements) and those described below which would apply to the Services contemplated under this Agreement.

   The coverage may not exclude restrictive endorsements which exclude coverage for liability arising out of: Sexual molestation, Sexual abuse or Sexual misconduct.
The coverage may include restrictive endorsements which exclude coverage for liability arising out of: Mold, fungus, or bacteria Terrorism Silica, asbestos or lead.

(b) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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<thead>
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<th>Limit</th>
<th>Description</th>
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<tr>
<td>$1,000,000</td>
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<tr>
<td>$1,000,000</td>
<td>Personal and Advertising Injury</td>
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<tr>
<td>$1,000,000</td>
<td>Each Occurrence</td>
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</table>

(c) The CONTRACTOR shall include DCPS and DCPS’s members, officials, officers and employees as “additional insureds” on the Commercial General Liability coverage. The coverage afforded such additional insureds shall be no more restrictive than that which would be afforded by adding DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the Additional Insured – Owner’s, Lessees or Contractors - Scheduled Person or Organization endorsement (ISO Form CG 20 10) filed for use in the State of Florida by the Insurance Services Office.

(d) Except with respect to coverage for property damage liability, or as otherwise specifically authorized in this Agreement, the general liability coverage shall apply on a first dollar basis without application of any deductible or self-insured retention. The coverage for property damage liability shall be subject to a maximum deductible of $1,500 per occurrence. The CONTRACTOR shall pay on behalf of DCPS or DCPS’s member, official, officer or employee any such deductible or self-insured retention applicable to a claim against DCPS or DCPS’s member, official, officer or employee for which the DCPS or DCPS’s member, official, officer or employee is insured as an additional insured.

3. Business Auto Liability. The automobile liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The CONTRACTOR’s insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida by ISO without any restrictive endorsements other than those which are required by the State of Florida, or those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements). Coverage shall include all owned, non-owned and hired autos used in connection with this Agreement.

(b) DCPS and DCPS’s members, officials, officers and employees shall be included as “additional insureds” in a manner no more restrictive than that which would be afforded by designating DCPS and DCPS’s members, officials, officers and employees as additional insureds on the latest edition of the ISO Designated Insured (ISO Form CA 20 48) endorsement.

(c) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be:

<table>
<thead>
<tr>
<th>Limit</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,000,000</td>
<td>Each Occurrence - Bodily Injury and Property Damage Combined</td>
</tr>
</tbody>
</table>

A. Evidence of Insurance. Except as may be otherwise expressly specified in this Exhibit, the insurance shall commence at or prior to the execution of this Agreement by DCPS and shall be maintained in force throughout the term of this Agreement. The CONTRACTOR shall provide evidence of such insurance in the following manner:
1. As evidence of compliance with the required Workers’ Compensation/Employer’s Liability, Commercial General Liability, Business Auto Liability, and Professional Liability, the CONTRACTOR shall furnish DCPS with a fully completed satisfactory Certificate of Insurance such as a standard ACORD Certificate of Liability Insurance (ACORD Form 25) or other evidence satisfactory to DCPS, signed by an authorized representative of the insurer(s) providing the coverage. The Certificate of Insurance, or other evidence, shall verify that Workers’ Compensation/Employer’s Liability contains a waiver of subrogation in favor of DCPS, identify this Agreement, and provide that DCPS shall be given no less than thirty (30) days’ written notice prior to cancellation.

2. As evidence of the required Additional Insured status for DCPS on the Commercial General Liability insurance, the CONTRACTOR shall furnish DCPS with:

(a) a fully completed satisfactory Certificate of Insurance, and a copy of the actual additional insured endorsement as issued on the policy, signed by an authorized representative of the insurer(s) verifying inclusion of DCPS and DCPS’s members, officials, officers and employees as Additional Insureds in the Commercial General Liability coverage; or

(b) the original of the policy(ies).

3. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR as set forth in this Agreement, the CONTRACTOR shall provide DCPS with renewal or replacement evidence of the insurance in the manner heretofore described no less than thirty (30) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

4. Notwithstanding the prior submission of a Certificate of Insurance, copy of endorsement, or other evidence initially acceptable to DCPS, if requested by DCPS, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from DCPS, provide DCPS with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

The CONTRACTOR may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required under this Agreement.

C. Qualification of the CONTRACTOR’s Insurers

1. Insurers providing the insurance required by this Agreement for the CONTRACTOR must either be: (1) authorized by a subsisting certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers’ Compensation Act, an eligible surplus lines insurer under Florida Statutes.

2. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a Best’s Rating of “A-” or better and a Financial Size Category of “VII” or better according to A. M. Best Company.

3. If, during the period when an insurer is providing the insurance required by this Agreement, an insurer shall fail to comply with the foregoing minimum requirements, as soon as the CONTRACTOR has knowledge of any such failure, the CONTRACTOR shall immediately notify DCPS and immediately replace the insurance provided by the insurer with an insurer meeting these requirements. Until the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to DCPS, the CONTRACTOR shall be in default of this Agreement.
D. The CONTRACTOR’s Insurance Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by DCPS or DCPS’s member, official, officer or employee.

E. The CONTRACTOR’s Insurance As Additional Remedy. Compliance with the insurance requirements of this Agreement shall not limit the liability of the CONTRACTOR, or its Subcontractors or Sub-subcontractors, employees or agents to DCPS or others. Any remedy provided to DCPS or DCPS’s members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Agreement or otherwise.

F. No Waiver by DCPS Approval/Disapproval. Neither approval by DCPS nor failure to disapprove the insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR’s full responsibility to provide the insurance as required by this Agreement.

**NOTICE:** Proof of the above required insurances shall be provided by the CONTRACTOR on or before May 1, 2014. Failure to provide the proof of insurances shall constitute a breach of contract and may result in initiation of default proceedings.

### 3.1.8 INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

3.1.8.1 The CONTRACTOR shall, in addition to any other obligation to indemnify the Duval County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the DISTRICT, its agents, officers, elected officials, employees and volunteers from and against all claims, actions, liabilities, losses (including economic losses), and costs arising out of any actual or alleged:

A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contracted firm(s), SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

B. violation of law, statute, ordinance, governmental administration order, rule or regulation by the contracted firm(s) in the performance of the work; or

C. liens, claims or actions made by the contracted firm(s) or any SUBCONTRACTOR or other party performing the work.

D. Notwithstanding the foregoing, the CONTRACTOR shall not defend, indemnify or hold harmless the DISTRICT, its agents, officers, elected officials, employees or volunteers from any claims, actions, liabilities, losses or costs arising out of or in connection with the negligence or willful misconduct of the DISTRICT, its agents, officers, elected officials, employees or volunteers.

3.1.8.2 The indemnification obligations hereunder shall not be limited to any extent on the amount, type of damages, compensation or benefits payable by or for the contracted firm(s) or any SUBCONTRACTOR under workers’ compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

3.1.8.3 The CONTRACTOR shall indemnify the DISTRICT for any damages as a result of its breach of Contract.

3.1.8.4 Nothing herein shall be deemed that the DISTRICT waives, alters, or expands the limitation or protection of sovereign immunity as defined in Section 768.28, Florida Statutes, and related law.
3.1.9 ATTORNEYS’ FEES AND COSTS:
Except as may otherwise be expressly set forth herein, each party shall be responsible to pay its own attorney's fees (including paralegal and any other fees) and all costs arising from disputes under the contract.

3.1.10 FUEL:

3.1.10.1 Required Fuel CONTRACTOR:

All student transportation CONTRACTORS shall utilize the DISTRICT'S designated fuel CONTRACTOR within Duval County. The number of gallons of fuel and bus mileage shall be automatically tabulated by the fuel CONTRACTOR’S computer systems. Purchase of unallocated fuel is at the CONTRACTOR'S discretion.

3.1.10.2

All fuels shall be dispensed devoid of applicable fuel taxes. Fuel usage must be strictly monitored to ensure compliance with the aforementioned tax ordinances and auditors.

3.1.10.3

Regardless of the type of fuel utilized by the CONTRACTOR, annual fuel allocations for the CONTRACTOR shall be based on the route mileage allocated by a standard mile-per-gallon consumption rate of seven and one-half miles per gallon (7.5 m.p.g.). Fuel allocations shall be adjusted for all operations related service miles at seven and on-half miles per gallon (7.5 m.p.g.). Mileage for operations related transportation services shall be fully documented in order to be compensated and to adjust fuel allocations.

Generally, use of the DISTRICT’S fuel should not exceed the gallons allowed for the base mileage allocation per cycle. However, any over usage and/or under usage shall not exceed 5000 gallons per contact year. Fuel usage will be reconciled each business cycle. In addition, the CONTRACTOR shall reimburse the DISTRICT the cost for all non-diesel or unapproved alternative fuel purchases.

The DISTRICT will perform a final reconciliation of the CONTRACTOR’S additional 5,000 gallon fuel utilization after business Cycle 10 using annual average of Cycles 2-10 and off-set the cost of excess fuel via a settlement in the Cycle 10 invoice to the CONTRACTOR.

Additional fuel allocation reconciliations may be made at the discretion of the Director of Transportation and/or due to usage of alternative fuel types (i.e. LPG or CNG) by the CONTRACTOR.

3.1.10.4

The DISTRICT shall charge the CONTRACTOR for any miscellaneous charges by the fuel CONTRACTOR for replacement of fuel cards. Currently, there is no charge for replacement of fuel cards (subject, however, to change).

**IMPORTANT NOTE:** The DISTRICT reserves the right to utilize biodiesel or red-dye diesel as the fuel allocated to the CONTRACTOR when it is economically feasible for the DISTRICT and sufficient supply is available.

3.1.11 CONTRACTOR COMPENSATION:

3.1.11.1

In consideration for services rendered hereunder, the DISTRICT shall pay to the CONTRACTOR all sums due and owing and calculated in accordance with the contracted cost per mile for basic transportation service, and the rates set forth for Supplemental Transportation Service outlined in Exhibit A.
3.1.11.2 The CONTRACTOR shall ensure that all cycle reimbursement claims for services performed are accurately and completely compiled prior to submission for approval and remittance. The CONTRACTOR shall maintain clear, complete and accurate records to substantiate claims for all contractual cost reimbursements and payments.

3.1.11.3 Compensation Procedure for Basic Transportation Service:

A. The CONTRACTOR shall invoice the DISTRICT for their daily services. The CONTRACTOR shall receive compensation on an average twenty (20) school day basis for the transportation of students in accordance with the contracted price per mile for all services hereunder, which have been properly approved. The CONTRACTOR shall only submit an invoice after services are rendered. In calculating the invoice amount, the CONTRACTOR shall multiply the number of miles times the contracted rate per mile. This total shall then be rounded up or down to the nearest whole cent.

B. The invoice shall be submitted in a format prescribed by the DISTRICT.

C. Mileage shall be calculated as follows: The route mileage for regular school day routes shall begin at the first student pickup point and end at the last school drop off point in the AM portion of the route. The route mileage in the PM shall begin from the first school pickup point and end with the last student drop off point. Essential unloaded student miles between trips shall be the only unloaded mileage included for compensation. Mileage to and from compound locations (non-essential deadhead) shall not be included. The CONTRACTOR shall submit mileage documentation in a format prescribed by the DISTRICT if requested.

D. The annual total for all routes assigned shall be divided into no more than nine (9) payments throughout the traditional school year unless prior approval is given by the Director of Transportation. Dates for invoicing shall be determined by a schedule prepared by the Transportation Business office.

E. The CONTRACTOR shall submit to the Transportation Business office, according to the published schedule, an accurate proper invoice to receive contractual payment. All support documentation shall be attached to the invoice.

Payment of all such proper invoices by the DISTRICT to the CONTRACTOR shall be due in accordance with the requirements of the Florida Prompt Payment Act set forth in Part VII, Chapter 218 F.S., as amended (the “Act”). The CONTRACTOR agrees to provide the DISTRICT written notice of non-payment after the “due date” specified in the Act and thereafter to allow the DISTRICT another thirty (30) calendar days to cure such non-payment. If the DISTRICT fails to provide payment to the CONTRACTOR after receipt of the CONTRACTOR’S thirty (30) calendar days notice, such failure shall be an event of default and the CONTRACTOR may then terminate the contract upon written notice to the DISTRICT and pursue any and all remedies available to it.

F. The CONTRACTOR shall only invoice for services performed, except when the elimination of route clause applies (3.1.11.6 (C)).

G. The Transportation Business office shall approve the invoice for payment including any adjustments.
H. The CONTRACTOR shall be aware there is an adjustment process for discrepancies between the route mileage submitted and the mileage established by the DISTRICT.

I. No draws other than service compensation shall be made from the CONTRACTOR purchase order.

J. Performance guarantees shall be assessed and deducted from compensation as soon as practicable.

K. The method of invoice payment will be determined by the DISTRICT. All CONTRACTORS shall be able to accept payment via ACH and/or credit card.

3.1.11.4 Compensation Procedure for Supplemental Transportation Service:

A. The CONTRACTOR shall invoice the DISTRICT for the cost of activity trips as outlined in Exhibit A.

B. Invoicing for activity trips shall be included on the twenty (20) school day cycle invoice. All documentation for Supplemental Transportation Services must be attached to the invoice.

C. The CONTRACTOR shall only invoice after services are rendered.

D. After school activity trips may be invoiced no more than one cycle in arrears and must be brought current by the final cycle of the regular school term.

E. School staff authorization documentation shall be attached as supplemental documentation to the invoice.

F. The CONTRACTOR shall invoice the school for the cost of field trips in a format prescribed by the DISTRICT.

G. The CONTRACTOR shall invoice for additional, administrative type services initiated through the Director of Transportation office at fair market value as outlined in Exhibit A and defined in 1.3.8.

H. The CONTRACTOR shall invoice for Summer Program Transportation Services at the contracted cost per mile as defined in 1.3.9.

I. The method of invoice payment shall be determined by the DISTRICT. All CONTRACTORS shall be able to accept payment via wire transfer, Electronic Funds Transfer (EFT), including but not limited to ACH, and/or credit card.

J. If a Supplemental Transportation Service requires a School Bus Monitor, the School Bus Monitor shall be reimbursed as described in Section 3.0.11.3 of the RFQ.

3.1.11.5 Summer Program Transportation Services Compensation:

A. The summer program route(s) total cost shall represent service for the number of days the buses are utilized.

B. The CONTRACTOR shall follow the same procedures for invoicing as specified during the traditional school term.
C. Compensation shall be at the same contracted rate as during the previous school term.

D. Due to uncertain ridership of summer program routes, any route elimination made any time during the summer program term shall not be subject to the elimination of route clause (3.1.11.6(C)).

E. In the event any schools may have additional school days that are not in accordance with the summer program, compensation shall be at the same contracted rate for all additional school days.

3.1.11.6 Addition and Deletion Clause:

A. Reduction or Increase of Mileage

The DISTRICT, at times, may find it necessary to vary the overall number of school bus routes and/or miles traveled. The DISTRICT retains the right to add or delete trip(s), stop(s), routes(s), or change the order of stops on routes based on necessity, economic considerations or any other reason that is deemed necessary as detailed in the Variance of Quantities clause set forth below. It is further understood that required route changes not listed herein, but necessary during the contract period, shall be accepted by the CONTRACTOR. The determination of the mileage by the DISTRICT shall be final and the CONTRACTOR shall abide by that determination.

B. Variation of Quantities (VOQ):

(1) Commencing as of the completion of the initial Contract Year (and applicable to each Contract Year thereafter), if the just completed Contract Year Base Annual Mileage is reduced by more than 5.5% as measured against the prior Contract Year Base Annual Mileage, then an adjustment will be made concurrently with the CPI adjustment(s) established for the subsequent Contract Year with exception of completion of final contract year where no adjustment will be made.

(2) In subsequent Contract Years AFTER a VOQ adjustment has been made, the comparison of base annual mileage between years will use the Contract Base Annual Mileage of the year prior to the current VOQ adjustment and compared to the just completed Contract Year Base Annual Mileage.

(3) The RFQ Base Annual Mileage for Basic Transportation Services as stated in section 1.0 shall serve as the prior Contract Year “Base Annual Mileage” for purposes of initial year calculation only since no other annual mileage figure exists for comparison purposes against the initial year. As an example, the 2013-14 calculation would be compared against the RFQ mileage since no other year exists. The 2014-15 calculation would be compared against the prior 2013-14 contract year, not the RFQ mileage.

(4) The purpose of any payment adjustment set forth in this section is designed to compensate CONTRACTOR’s fixed overhead costs still borne by the CONTRACTOR despite the reduction (exceeding this 5.5% threshold) in any Contract Year Base Annual Mileage.
Any adjustment shall be made prospectively as of the calculation date, and shall not be applied retroactively. The DISTRICT will review Base Annual Mileage (as calculated by the DISTRICT based on payments for the just completed contract year to the CONTRACTOR for Basic Transportation Services) and may adjust payment for Basic Transportation Services. This “Variations of Quantities Adjustment” will be made per a formula, as follows:

(a.) The total mileage reduction as a percentage of the current Base Annual Mileage value (i.e., 150,000 mile reduction on a 1,000,000 mile GSA Contract Year Base Annual Mileage equals a 15% reduction in miles).

(b.) Divided by five (15% divided by 5 equals 3%)

(c.) Then the percent increase (i.e., 3%) is multiplied by the current annual mileage rate to obtain the increase to be added to the same mileage rate (i.e., 3% times $4.00/mile rate equals $0.12 to yield a new mileage rate of $4.12).

(d.) CPI and VOQ adjustments will be calculated independently, with the resulting sums added to comprise the new annual rate.

If the overall mileage reduction meets or exceeds a cumulative 30% of the RFQ’s Base Annual Mileage, then the DISTRICT may elect to terminate the Contract for convenience (as set forth in Section 3.1.4.2) and commence the re-solicitation process to obtain new, competitive pricing. The exception would be if the DISTRICT and the CONTRACTOR agree that it is mutually beneficial to nonetheless continue with contract performance under the revised contract rates notwithstanding exceeding the 30% aggregate reduction described herein.

If in any subsequent Contract Year, Basic Transportation Services mileage increases back to a level within the 5.5% threshold of the Base Annual Mileage prior to the latest Variation of Quantities unit price adjustment, then the DISTRICT will re-set the compensation back to the payment rate adjusted only for applicable CPI’s to the then-current Contract Year, and as if the Variations of Quantities Adjustment had not previously occurred (it being understood that this adjustment will be applied prospectively and will not be applied retroactively).

(5) The Variations of Quantities Adjustment set forth in this section shall not be applicable or effective if the reduction of mileage is caused by or related to CONTRACTOR’s lack of performance or default.

(6) By accepting award of the contract, the CONTRACTOR agrees to the terms of this section and relinquishes all rights to claim for additional compensation due to mileage reductions.

(7) NOTE: The Variation of Quantities clause applies ONLY to Contract Year Base Annual Mileage.

C. Elimination of Routes/Reassignment:

(1) The decision to permit the elimination or modification of routes is at the sole discretion of the DISTRICT. The DISTRICT shall have no liability for its failure to approve any route elimination or modification.

(2) If the DISTRICT deems it necessary to eliminate routes due to route demographic changes, program changes, loss of ridership, optimization measures, or any other reason; and the route is reassigned to another GSA,
3.1.11.7 Required Purchase of Larger Capacity Bus:

Modification of bus size shall be used to develop efficiency. If the CONTRACTOR is required by the DISTRICT to purchase a larger bus for a particular route(s), the CONTRACTOR shall be compensated for the additional cost of the larger bus over the remaining contract term using a five (5) year depreciation schedule, as long as the CONTRACTOR is performing services under contract for the DISTRICT.

If the DISTRICT terminates the contract for convenience, the balance of any sum due for increase in the size of the bus shall be paid within six (6) months. If the contract is terminated for cause, no payment will be due or owing.

3.1.11.8 Increase of Routes or Program Growth:

The DISTRICT shall reserve the right to increase the number of routes over the life of the contract.

If notification of additional routes occurs after the start of any school year during the term of the contract and the additional route mileage required is less than the average mileage of the same type of route (i.e., magnet, regular or special needs), compensation shall be based on the average mileage of the same type of route within the CONTRACTOR'S fleet until that point where the mileage of the added route is equal to the average mileage. Compensation for the additional route shall be from that point in time through the end of the applicable school year.

Route increases during the interim between regular school years is not applicable to this clause.

3.1.11.9 Performance Guarantees:

A. After the first two (2) weeks of each school year the CONTRACTOR shall be aware that performance guarantees may be assessed for specific policy/procedural violations (Exhibit B), which shall be applied as a deduction against the CONTRACTOR'S invoice. More than one (1) performance guarantee may be assessed per incident if applicable.

B. Review Process:

Should the CONTRACTOR dispute the DISTRICT'S collection of performance guarantees, the CONTRACTOR shall, within five (5) business days of receiving notice of that collection, deliver to the DISTRICT written notice outlining clearly its basis for disputing same to the DISTRICT. Transportation staff and the CONTRACTOR shall meet within five (5) business days of the DISTRICT'S receipt of such notice and attempt to resolve the dispute. In the event no resolution is reached within that period, then same shall be reviewed by the Director of Transportation. If no resolution is reached, then such matter shall be reviewed by the Chief Officer, Operations Support (formerly Associate Superintendent Administration and Business Services), whose determination shall be final.
3.1.12 COLLECTION OF FLORIDA EDUCATION FUNDING PROGRAM (FEFP) DATA:

A. The FEFP data collection is the lifeblood of State funding for Transportation. The importance of accurate and properly documented census data cannot be overstated.

B. The distribution of forms, collection and recording of data and return of data shall be in accordance with State and DISTRICT policy and guidelines. According to the Transportation Department collection schedule, the CONTRACTOR shall be required to collect the pertinent student information on each student rider and submit that information to the DISTRICT.

C. The CONTRACTOR shall use the forms required by the DISTRICT. Data collection shall occur four times per year. The Florida Department of Education annually publishes the collection periods, and that information shall be forwarded to the CONTRACTOR as soon as the DISTRICT receives it. The collections generally occur in October, February, June and July of each year. The CONTRACTOR shall ensure that the data collected is accurate, and a CONTRACTOR’S staff member shall verify the data submitted by each school bus operator. The CONTRACTOR or his designee shall be required to attend all Transportation Department FEFP workshops and augment staff at the discretion of the Transportation Director to facilitate completion of the FEFP.

D. The CONTRACTOR shall provide one (1) hour FEFP training sessions, in addition to the school bus operator/school bus monitor certification hours before the October and February FEFP counts. This training may be included as a part of the CONTRACTOR’s September and January Safety meetings.

E. Various pilot programs are being evaluated to improve and automate the FEFP process. At such time that the process is revised the CONTRACTOR shall provide the resources (staffing, etc) to collect and report FEFP data, in any format required by the DISTRICT, in accordance with the FEFP timeline for that collection period.

3.1.13 BUS FLEET INVENTORY:

3.1.13.1 Definition:

Refer to Florida Statute 1006.25 for definition, specifications and standards.

3.1.13.2 Inventory:

A. The CONTRACTOR shall assign to all routes, not designated as special needs routes (i.e. – non-lift buses), a sixty-five (65) capacity or larger bus. In addition, ten percent (10%) of non-lift buses in the GSA shall be seventy-seven (77) capacity or larger. The requirement shall be satisfied with non-lift buses.

For example, in a one hundred (100) route contract where seventy-five (75) buses are non-lift and twenty-five (25) are lift buses, the requirement would be ten percent (10%) of the seventy-five (75) or eight (8) buses for the non-lift, seventy-seven (77) capacity requirement.

B. The CONTRACTOR shall be required to provide on all buses designated as special needs routes specified as follows:

- Factory installed air-conditioning
- lift-equipped
- minimum sixty-five (65) shell capacity with a flat floor
- lift door behind the rear wheels
- all seating positions forward of the wheelchair tie-downs
- track seating shall be utilized to satisfy the seating capacity
• all lift-equipped buses shall be configured with 5 tie-down (wheelchair) positions. The track in all 5 wheelchair positions shall be installed to accept track seats so if additional walk-on capacity is needed, seats can be added. A minimum of 4 track seats shall be available for each of the lift-equipped buses. All seats shall be OEM (original equipment manufacturer) for specific manufacturer, year, and model bus.

The DISTRICT shall require certain routes to be covered with a minimum of five (5) and/or three (3) wheelchair tie-down positions. See Exhibit D for wheelchair tie-down position requirements.

NOTE: If any respondent anticipates the purchase of buses that will be financed, it is recommended that the respondent inquire of the financing company regarding a requirement to provide Catastrophic Insurance Coverage as a contingency to obtain financing.

C. Any bus that may be available to transport students shall meet or exceed the standards and specifications established by the laws and regulations of Federal, State, and local authority.

D. All buses shall be inspected at the time of purchase or when transferred into DISTRICT inventory by the Transportation Department and an approved inspection agency prior to transporting Duval County students.

E. The CONTRACTOR shall report fleet information in a format specified by the DISTRICT prior to transporting students and at any time the inventory changes.

F. The CONTRACTOR shall maximize efficiency and load capacity for each route by utilizing the most appropriate equipment as determined by the Transportation Department.

G. The DISTRICT retains the right to assign specific buses to specified routes based on ridership needs, and shall re-assign such equipment, available per contract requirements, as directed by the DISTRICT (i.e. A/C equipped buses, 77 seat capacity buses, etc).

H. The DISTRICT retains the right to modify capacity standards or type of equipment based on DISTRICT needs.

3.1.13.3 Purchasing:

A. The CONTRACTOR shall obtain and review the maintenance file of each used bus prior to purchase to ensure maintenance has been performed according to manufacturer’s schedule. This documentation shall be available for review by DISTRICT staff.

B. Used buses shall meet all specifications for the year of the respective bus, and shall have a specification compliance validation check prior to being placed in service. The Director of Transportation retains the right to approve any used bus proposed to meet contract requirements based on the condition of the bus prior to CONTRACTOR entering the used bus into its fleet.

C. The CONTRACTOR shall discuss with the Director of Transportation or his designee, the projected needs for regular or special needs buses prior to purchasing for, or assigning to a school bus route, to ensure the proper equipment is entered into the fleet.
3.1.13.4 Back-up Buses:

The CONTRACTOR shall maintain a fleet that is sufficient to efficiently transport all pupils for whom the DISTRICT requires services, including supplemental services and to ensure continuous service without interruption. The CONTRACTOR shall at all times maintain a minimum back-up fleet of ten percent (10%). The configuration of the back-up fleet shall be in direct proportion by category (type and capacity) to the primary fleet. Buses used for back-up service shall include sufficient route coverage for lift-equipped, air-conditioned buses. For example, in a one hundred (100) route contract where seventy-five (75) buses are non-lift and twenty-five (25) are lift buses, the back-up requirement would be ten percent (10%) of the seventy-five (75) and ten percent (10%) of the twenty-five (25) or eight (8) non-lift, back-up buses and three (3) lift, back-up buses.

In addition to meeting all requirements in 3.1.13.2 Inventory, paragraph B, all lift-equipped back-up buses shall be configured with 5 tie-down (wheelchair) positions. The track in all 5 wheelchair positions shall be installed to accept track seats so if additional walk-on capacity is needed, seats can be added. A minimum of 4 track seats shall be available for each of the lift-equipped back-up buses. All seats shall be OEM (original equipment manufacturer) for specific manufacturer, year, and model bus.

3.1.13.5 Age of Bus Fleet:

A. All school buses supplied by the CONTRACTOR in performance of the contract shall be no older than:
   - Conventional - 12 years
   - Transit D Models - 14 years

B. The average age of the CONTRACTOR'S bus fleet shall not exceed eight (8) years. The Director of Transportation must approve any exception to this requirement in writing.

C. The body built date shall be used to determine the initial age of the bus. The bus will age by school year, not calendar year.

3.1.14 BUS REPLACEMENT:

3.1.14.1 The CONTRACTOR shall replace any bus assigned to a route when the age limit is reached. See section 3.1.13.5 A. The replacement bus shall be a new bus, or a used bus that is less than seven (7) years of age with less than 125,000 miles on the odometer. The Director of Transportation retains the right to approve all used buses prior to CONTRACTOR entering the used bus into its fleet.

3.1.14.2 The CONTRACTOR shall discuss with the Director of Transportation or designee, the projected needs for regular or special needs buses prior to purchasing for, or assigning to a school bus route, to ensure the proper equipment is entered into the fleet.

3.1.15 BUS EQUIPMENT:

Buses shall be equipped, at minimum, with the DISTRICT and/or State-approved safety equipment and the following:

3.1.15.1 Bus Radio:

The CONTRACTOR shall install a working radio in each school bus that is programmed to provide 2-way communication with the CONTRACTOR'S dispatching base.
3.1.15.2 **Cameras:**

The CONTRACTOR shall purchase, install and maintain at minimum, a fully active, three (3) camera head digital recording system with a minimum hard drive memory capacity of 320 gigabytes and wide angle lenses on one hundred percent (100%) of the buses, including back-up buses.  

The cameras shall be mounted at various locations inside each bus so that all passengers are in view, as well as the driver and the passenger door.  The camera system shall have day/night and audio capability. The camera system shall be approved by the DISTRICT before purchase and installation occurs.

The CONTRACTOR shall maintain a minimum 15% spare hard drive inventory for use when hard drives are pulled by DISTRICT staff or in the event of a mechanical problem.  

At all times 100% of the fleet, including back-up buses, shall have operational camera systems.  The CONTRACTOR shall post signs, approved by the Director of Transportation, on each bus with an installed camera system stating that occupants are subject to audio and video recording.

3.1.15.3 **EVAC-AID Emergency Blanket:**

The CONTRACTOR assigned special needs routes shall place on each lift-equipped bus, an EVAC-AID blanket, Tie-Tech part number 1003emergency blanket mounted on the back panel on either side of the emergency door. (Substitutes are subject to approval by the Director of Transportation)

3.1.15.4 **Tracking System:**

The CONTRACTOR shall provide GPS equipment on all buses and back-up buses. The CONTRACTOR shall incur the cost of purchasing, installing and maintaining the GPS tracking system.

The CONTRACTOR shall provide reports per DISTRICT request which shall include but not be limited to exception reports by route for late arrival to school AM/PM (as defined by the DISTRICT), specific route arrival/departure times, mileage data, braking data, speed data, specific stop data, other driver action data, etc. The CONTRACTOR shall maintain software to support all required reporting capabilities.

Any GPS system should be able to export data into a file format such as, but not limited to (.xls, txt, .csv, or ODBC files). The format will be designated by the DISTRICT. In addition any GPS system should also include an interface able to import route data from the DISTRICT and be capable of using the DISTRICT map. The CONTRACTOR is responsible for reporting as required with the ability to compare and contrast the DISTRICT planned routes with actual data.

3.1.15.5 **Air Conditioning:**

(A) All special needs buses shall be air conditioned; no exceptions.

In the event that the DISTRICT or another governmental agency imposes, subsequent to the date of the contract, new and/or additional equipment requirements other than those outlined elsewhere in this document, on the CONTRACTOR’S vehicles during the term of this Agreement which are specific requirements for the operation of this contract or immediate installation is required for continuing operation of the vehicles, the CONTRACTOR and the DISTRICT shall negotiate in good faith concerning compensation as may be applicable for such equipment installation.  

Nothing herein shall be determined to diminish the CONTRACTOR’S obligation to maintain the vehicles in good condition and working order compliant with all legal requirements.
3.1.16 BUS NUMBERING AND LETTERING:

3.1.16.1 The CONTRACTOR shall be assigned a DISTRICT inside bus number by the Transportation Department after passing specification compliance checks. This number shall be used in all reports to designate utilized equipment.

3.1.16.2 The CONTRACTOR shall display the assigned bus number inside the bus over the school bus operator's head above the school bus operator's side window.

3.1.16.3 The inside bus number shall remain the same number for the life of the bus from the time the bus is entered into the inventory of the DISTRICT until it is permanently removed from the inventory, regardless of who owns, leases, or rents the bus.

3.1.16.4 The CONTRACTOR shall provide 6-inch contrasting color (block) route numbers on the front bumper, 6-inch black (block) numbers on the left side of the bus under the school bus operator’s window, on the right side (near the front door) and on the rear (under right tag light).

All buses which are temporarily servicing a route shall have the route number clearly and legibly displayed on the first window on the passenger side of the bus using an “easy-on, easy-off” medium; such as a grease pen. Any proposed system shall be prior approved by the Director of Transportation before implementation.

AT NO TIME SHALL ANY ROUTE NUMBER BE DISPLAYED ON PAPER, CARDBOARD, OR ANY OTHER MATERIAL OTHER THAN AS REQUIRED ABOVE.

3.1.16.5 The CONTRACTOR shall display their current business name on the beltline on both sides of the bus in 6-inch minimum black (block) letters according to Florida Department of Education specifications.

3.1.16.6 The CONTRACTOR has two options for displaying DISTRICT identification:

Option 1: Place on the left and right front lower body panels a DCSB logo, Transportation Department phone number, and CONTRACTOR phone number with the CONTRACTOR phone number placed above the DISTRICT phone number. Use 2-inch black (block) letters

Option 2: Place on the left and right front lower body panels "In Service To DCSB" (in lieu of the logo), Transportation Department phone number, and CONTRACTOR phone number with the CONTRACTOR phone number placed above the DISTRICT phone number. Use 2-inch black (block) letters

3.1.16.7 The CONTRACTOR shall cover any reference to Duval DISTRICT Public Schools on both sides of the bus when performing service non-related to school business.

3.1.16.8 Sixty percent (60%) of any revenue generated by interior advertising in a bus, as approved by the DISTRICT, shall be paid to the DISTRICT within thirty (30) days. No stickers or other unauthorized items shall be affixed to the interior or exterior of buses.

3.1.16.9 The Florida specification standard reflective marking package will be present on all buses.
3.1.17 BUS INSPECTIONS:

3.1.17.1 Scheduled Inspections:

A. The CONTRACTOR shall work in conjunction with DISTRICT staff to develop and implement a bus inspection schedule for each bus that may be used to transport Duval County Public School students. Only DISTRICT approved and designated locations may be used.

B. All buses shall be inspected according to the Department of Education School Bus Inspection Manual and Specifications for the model year of the bus.

C. Any bus that may be available to transport students shall be inspected in accordance with Department of Education regulations. Currently, buses are required to be inspected every twenty-seven (27) school days. CONTRACTORS are required to comply with payment guidelines established by the City of Jacksonville regarding such inspections. In the event payment requirements are not met, the DISTRICT will withhold such amounts, plus a 15% administrative fee, and make payment to the City. The DISTRICT shall be held harmless regarding the cost of school bus inspections.

D. Modification to the inspection scheduling and/or locations shall be approved by the Director of Transportation in writing.

E. All buses must be inspected in accordance with applicable law, including the City of Jacksonville Ordinance Code.

3.1.17.2 Non-Scheduled Inspections:

A. The City of Jacksonville Motor Vehicle Inspection Supervisor or DCPS Transportation Department staff may inspect any bus at any time. This may be at the discretion of the Transportation Director.

B. Any bus inspected in accordance with 3.1.17.2 A. that, in the opinion of the inspector, is unsafe, not equipped as required by law, contains equipment not in proper adjustment or repair, and/or whose continued operation would present a hazardous operating condition may be removed from use. Prior to being placed back in service, the bus will be required to be re-inspected and pass a Florida School Bus Inspection at the Contractor’s expense, at an approved location as specified in Section 3.1.17.1A.

3.1.17.3 Pre-Inspection:

A. The CONTRACTOR shall pre-inspect all buses before the scheduled twenty-seven (27) school day inspection to ensure a passing inspection and compliance with Department of Education requirements. Any discrepancies noted shall be repaired.

B. Any bus that fails inspection two or more consecutive inspections for the same item may be removed from service at the discretion of the Director of Transportation.

C. The CONTRACTOR shall ensure that a pretrip inspection is completed for each bus, in a format approved by the DISTRICT, noting any defect affecting safety or economy of operation. Documentation of the pretrip inspection must be kept on bus at all times.
3.1.17.4 Re-Inspection:

A. Any bus involved in an accident that requires the filing of a police report shall be removed from service until authorized to return to service by the Director of Transportation or designee.

B. The CONTRACTOR shall ensure that all buses removed from service be required to pass inspection at the CONTRACTOR'S expense prior to being returned to service.

3.1.17.5 Cost of All State of Florida School Bus Inspections:

The CONTRACTOR shall be responsible for and pay the cost of any and all bus inspection fees directly to the City of Jacksonville. The current price for bus inspections is forty-eight dollars ($48.00). This price is subject to change at the discretion of the City during the Term (including any renewals) of the Contract.

3.1.18 BUS FLEET MAINTENANCE:

The CONTRACTOR shall adhere to the following maintenance requirements:

3.1.18.1 The CONTRACTOR shall provide preventative maintenance, remedial repairs/overhaul, major component repairs/overhaul, repairs necessitated by accident, misuse, abuse or vandalism, mobile service, tire service, and any and all services relating to passenger safety.

The CONTRACTOR is additionally responsible for fleet replacement scheduling as may be required to ensure the continuity of effective and economical operation of the fleet. The CONTRACTOR is required to manage the entire fleet maintenance program. All costs associated with the vehicle maintenance and repairs shall be the responsibility of the CONTRACTOR. The CONTRACTOR shall maintain and make available for audit and inspection all repair order files.

3.1.18.2 The CONTRACTOR shall maintain a permanent, detailed, automated record system for each vehicle and vehicle category on the date of purchase in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the DISTRICT.

3.1.18.3 The CONTRACTOR shall furnish all required supervision, labor, hand tools, parts and supplies to maintain the fleet as defined herein. Additionally, the CONTRACTOR shall purchase/supply additional vehicles and equipment as necessary to meet the needs of the DISTRICT.

3.1.18.4 CONTRACTORS shall adhere to the preventive maintenance schedule, as provided by the manufacturer.

3.1.18.5 The CONTRACTOR shall be responsible for all bus repairs, using approved methods and in accordance with the manufacturer’s service manual. The CONTRACTOR shall include the following information on the entire repair order:

- Parts and Labor
- Vehicle Mileage
- Vehicle Identification Number (VIN)
- Bus number (located on inside of bus)
3.1.18.6 The CONTRACTOR shall be able to produce a repair order, containing a thorough description of repairs, for all “failed items” on the twenty-seven (27) school day inspection.

3.1.18.7 The CONTRACTOR shall maintain files of repair orders according to bus numbers (not route number).

3.1.18.8 The CONTRACTOR shall administer all warranties for both vehicles and parts associated with maintenance and repair of their fleet.

3.1.18.9 All buses, including back-up buses, shall be kept clean both inside and out. The CONTRACTOR shall implement a schedule for regular washing and/or maintenance of the exterior finish of all buses.

3.1.19 RETIRING BUSES:

3.1.19.1 The CONTRACTOR shall update a database in the format prescribed by the DISTRICT when the bus is retired from service.

3.1.19.2 When a school bus is retired from service from Duval County Public Schools, at no time shall the same inside bus number be used on any other bus.

3.1.19.3 The CONTRACTOR shall remove all reference to Duval DISTRICT Public Schools when a school bus is retired from service in Duval County; i.e., no longer used in transporting Duval County public school children.

3.2 OPERATIONS:

3.2.1 BASIC TRANSPORTATION SERVICE:

The CONTRACTOR shall perform basic transportation service for all routes in the geographic service area for which they have contracted. Selective refusal to service any stop, trip, route or group of routes shall not be allowed. The CONTRACTOR shall not sell, assign or transfer any routes or any interest herein to another party unless the DISTRICT grants prior written consent (Section 3.1.2).

3.2.1.1 Summer Program Transportation Services:

- The CONTRACTOR shall provide Summer Program Transportation Services for all routes in the geographic service area for which they have contracted and any other DISTRICT summer program year or program needs on an as-needed basis.
- The CONTRACTOR shall provide field trip service, at the contracted field trip rates, to all schools and programs at schools requiring services outside the regular school year.

3.2.2 SUPPLEMENTAL TRANSPORTATION SERVICE:

No Supplemental Transportation Service shall interfere with a CONTRACTOR providing daily regular bus service to and from school. CONTRACTORS shall be required to provide all Supplemental Transportation Services if requested by the DISTRICT (however, the DISTRICT reserves the right to engage third parties to provide additional services with respect to out-of-county, any special services, or other DISTRICT trips not specified in the ITB or this RFQ). It is the sole responsibility of the CONTRACTOR to ensure that they have adequate equipment and personnel for supplemental transportation service. Historical data will be provided at the MANDATORY Information Conference.
3.2.2.1 Field Trips:

The CONTRACTOR shall provide field trip service to any school. In the event the CONTRACTOR is unable to provide the requested service due to extraordinary circumstances beyond the CONTRACTOR’s control, the school reserves the right to seek service from another DISTRICT approved vendor on a trip-by-trip basis. The DISTRICT reserves the right to assess substantial performance guarantees for poor service.

The CONTRACTOR shall provide field trip service for all DISTRICT sanctioned requests at the same prices during the regular and summer school terms. (Exhibit A references compensation)

Notwithstanding the foregoing as to trips, the DISTRICT may direct support for trips outside of the awarded GSA at the same compensated rate for these trips within the awarded GSA.

3.2.2.2 After-School Activity Trips/TEAM UP:

The DISTRICT and the CONTRACTOR shall work collaboratively to establish schedules for after-school activity routes. If the CONTRACTOR is requested by the Transportation Department to provide after-school activity service, they shall provide the service to any school served where the route returns to the CONTRACTOR’S GSA. (Exhibit A references compensation)

Notwithstanding the foregoing as to trips, the DISTRICT may direct support for trips outside of the awarded GSA at the same compensated rate for these trips within the awarded GSA.

3.2.2.3 Additional Service Trips

The CONTRACTOR shall provide any operation related transportation service requested in addition to basic transportation service which may include but not be limited to service for special needs students such as speech, community based instruction, or other special program needs (Exhibit A references compensation).

3.2.3 DRUG/ALCOHOL TESTING:

3.2.3.1 OTETA (Omnibus Transportation Employees Testing Act of 1991):

A. The CONTRACTOR shall develop, implement, adhere to, and bear the costs of a company program to ensure that school bus operators and school bus monitors comply with the Omnibus Transportation Employees Testing Act of 1991 (OTETA); the Federal Department of Transportation, 49 CFR, Parts 40 and 382; the United States Department of Health and Human Services (DHHS), the Drug-Free Workplace Program under Florida Workers’ Compensation Law; and DISTRICT policy for transportation workplace drug and alcohol testing. Under OTETA, the regulatory agency for school bus school bus operators, is the Federal Highway Administration (FHWA).

B. The CONTRACTOR shall submit a copy of his/her company policy for transportation workplace drug and alcohol testing program prior to beginning service for Duval County Public Schools.

C. The Transportation Department shall monitor and audit the CONTRACTOR’S drug and alcohol testing program for adherence to regulations and documentation procedures. Files and logs shall be readily available for audit by any authorized DISTRICT representative during the Term (including any renewals) of the Contract.

D. If a positive result occurs from any drug/alcohol testing of school bus operators/school bus monitors, a notice of the result shall be submitted immediately to the Transportation Certification office.
3.2.3.2 Right to Search:

A. Upon reasonable suspicion, the Transportation Department reserves the right to search any buses if illegal drug or alcohol use, or criminal activity is suspected. School bus operators/school bus monitors may be requested to display personal property for visual inspection upon Department request.

B. Failure to consent to a search or display personal property for visual inspection shall be grounds for revocation of the school bus operator/school bus monitor certification.

3.2.3.3 Suspension/Termination/Reassignment of School Bus Operators/School Bus Monitors for Drug/Alcohol Related Incidents:

A. The CONTRACTOR shall be guided by company policies, OTETA, and the DISTRICT Safe Driver Plan as it relates to determining status to transport students after drug/alcohol testing of school bus operators/school bus monitors.

B. The DISTRICT retains the right to make final determination as to school bus operator/school bus monitor eligibility to transport Duval County Public School students as it relates to drug/alcohol testing.

C. Any school bus operator/school bus monitor using, selling, purchasing, possessing, manufacturing, distributing or dispensing drugs or alcohol while on duty, on the bus, or on DISTRICT property shall not transport Duval County Public School students.

D. Any school bus operator/school bus monitor who, at the request of the CONTRACTOR/DISTRICT, refuses to submit to drug/alcohol testing shall have their certification revoked.

E. Any school bus operator/school bus monitor who has undergone drug/alcohol testing for reasonable suspicion or post-accident purposes shall be suspended pending the results of the tests and investigation.

F. If a school bus operator/school bus monitor is not allowed to transport Duval County Public School students based on drug/alcohol testing, seeks to be reinstated, he/she shall follow OTETA mandates for return-to-duty and follow-up testing procedures.

G. If a school bus operator/school bus monitor is arrested for or convicted of a drug-related crime, the CONTRACTOR shall immediately notify the Transportation Certification office.

The CONTRACTOR shall investigate all of the circumstances and may utilize the drug testing procedure if cause is established by the investigation. The DISTRICT shall be made aware of the details of the investigation, and retains the right to expand/conduct additional investigation activities.

3.2.4 ELIGIBLE RIDERS:

3.2.4.1 Rider eligibility shall be determined by State requirements and DISTRICT directives.

3.2.4.2 Only authorized passengers of a school bus should be allowed to ride on a school day route. Authorized passengers shall include: CONTRACTOR, school bus operator, school bus monitor, DISTRICT personnel, trainees, and eligible students assigned to that bus. Parents/guardians are approved for field trips with school Principal's authorization.
3.2.4.3 Conflicts regarding eligibility of riders shall be decided by the DISTRICT. The CONTRACTOR agrees to abide by all decisions of the DISTRICT in this area as required by State and local directives.

3.2.5 EXCEPTIONAL EDUCATION ROUTING:

3.2.5.1 Routes:

A. The CONTRACTOR assigned routes designed for students with special needs shall be guided by The Exceptional Student Education Parent /Guardian Handbook for instructions on rider eligibility, assigning bus stops, loading, unloading and transporting special equipment, securing special equipment such as wheelchairs and car seats, responsibilities of school bus operator/school bus monitor, parents, communication and student management.

B. Due to the continual changing nature of special needs routes, the CONTRACTOR shall expect to make route changes daily for individual students as required by the DISTRICT. The CONTRACTOR shall be expected to provide all service and make changes when requested to do so.

C. The CONTRACTOR shall ensure the school bus operator/school bus monitor run the route to familiarize him/her with the stop locations prior to transporting students. The CONTRACTOR shall have flexibility in changing the order of stops and adjust the times on special needs routes only with the approval of Transportation staff. New or altered route schedules shall be submitted to the Exceptional Student Education Transportation office to indicate changes.

D. Prior to the first day of the regular school term or summer programs, the CONTRACTOR shall be responsible for contacting each parent/guardian on the route sheet to give stop and time information. If no contact is made, the school bus operator shall leave a written note with contact information at the address during the dry run.

During the school year or summer programs, the CONTRACTOR or designee may contact the parent/guardian via phone to give them transportation information; however, if contact with the parent/guardian cannot be made prior to the day service begins, written communication shall be sent or delivered. Verification of special equipment for medical needs, car seats, harnesses, wheelchair type shall be made at the time of contact prior to transporting.

E. The CONTRACTOR and/or designee is responsible for verifying the necessity for special equipment for medical needs, car seats, harnesses, etc. The type of special equipment needs shall be made at the time of contact, which shall always be prior to transporting.

F. If the CONTRACTOR is unable or unwilling to provide any type requested service within the realm of existing equipment and/or personnel, the DISTRICT shall contract with another provider and the cost differential of such service shall be deducted from the compensation of the CONTRACTOR who was originally under contract to provide the service until the end of the contract.

G. The CONTRACTOR shall follow the procedures set forth in the Exceptional Student Education Special Needs Transportation Parent/Guardian Handbook and Standard Operating Procedure for Undeliverable Students for delivering students whose parents/guardians are not present to receive them.
H. The CONTRACTOR shall ensure the school bus monitor rides each day with the school bus operator. In the event the school bus monitor is absent, a back-up school bus monitor must ride the route.

I. The CONTRACTOR shall ensure that all special needs school bus operators/school bus monitors are trained in and observe all procedures incorporated into the Florida Department of Education’s Basic School Bus Operators Curriculum, Revised 2007 (or updated versions as they become available).

J. The CONTRACTOR shall ensure that, as part of the required certification/re-certification training, all school bus operators/school bus monitors of special needs routes receive instruction and demonstrate competency operating a wheelchair lift, proper wheelchair securement procedures, child safety restraint systems, special handling techniques, sensitivity and awareness of a variety of special needs and the behaviors associated with the exceptionality, behavior management techniques, and all other issues associated with transporting special needs students.

3.2.5.2 Distributions to Parents/Guardians:

A. For all assigned special needs routes, the CONTRACTOR shall ensure that parents or guardians are directed to the DCPS web address for the Exceptional Student Education Transportation Parent/Guardian Handbook.

B. The CONTRACTOR shall ensure that the Emergency Information Form is distributed to and collected from all parents/guardians of transported students with special needs. These forms will be provided by the district and shall be kept on the bus at all times.

3.2.5.3 Equipment:

A. The CONTRACTOR shall provide equipment specific to the needs of the route and/or individual students, approved by the DISTRICT, and shall reassign such equipment as directed by the DISTRICT (i.e. child safety restraint systems (CSRS) to include but not be limited to car seats, safety harnesses, student transportation add-on restraints (STAR) seats and adaptive equipment.) An adequate supply of such equipment shall be on hand and available immediately at all times.

B. The CSRS shall be properly secured to the school bus seat using anchorages that meet Federal Motor Vehicle Safety Standards (FMVSS).

C. Special needs of the student, as it relates to equipment, medical needs, adaptive equipment, or any other special services and personnel, shall be determined by the student’s Individual Education Plan and coordinated with the DISTRICT by the CONTRACTOR. The CONTRACTOR shall be guided by Federal, State and local guidelines for securing special needs equipment.

3.2.5.4 CONTRACTOR In-Service:

The CONTRACTOR or designee shall attend special meetings and/or training workshops coordinated by the DISTRICT for individual students and/or specific disabilities regarding medical/behavioral/special needs. The CONTRACTOR or designee shall be responsible for training school bus operators/school bus monitors with the information received.

3.2.6 ROUTING - REGULAR, MAGNET, AND SPECIAL PROGRAMS:

The DISTRICT shall be responsible for establishing bus stops and approval of directions taken by school bus operators between stops.
The Transportation Operations office must approve changes in routes, requirements or execution. School bus operators/school bus monitors shall observe all procedures incorporated into the Florida Department of Education’s Basic School Bus Operators Curriculum.

3.2.6.1 Stop and Route Procedures:

A. The CONTRACTOR shall develop and maintain a “check-in system” that verifies that a route has begun service for all commitments to include: AM trips, PM trips, after school activity trips and field trips.

B. The CONTRACTOR shall ensure the school bus operator run the route to familiarize him/her with the stop locations prior to transporting students on a schedule set by the Director of Transportation. The CONTRACTOR shall have some flexibility in changing the order of stops and adjusting the times on routes only with the approval of Transportation staff.

C. The CONTRACTOR shall strategically place back-up buses throughout the GSA to ensure timely service. The back-up school bus operator shall at all times have a current copy of the routes for which they may provide back-up service.

D. Bus stops shall be established according to guidelines approved by the DISTRICT.

E. The CONTRACTOR and their school bus operator/school bus monitor shall be thoroughly knowledgeable of the assigned routes and shall have copies of current routes and route schedules in their possession and on buses at all times.

F. The CONTRACTOR shall ensure that the published routes are followed by school bus operators on the specified time schedule. In the event that a route will be run more than fifteen (15) minutes late (AM or PM), the CONTRACTOR or designee shall notify the school served and the Transportation staff as directed.

G. The CONTRACTOR shall ensure no school bus operator leaves a designated stop earlier than the scheduled time in the AM.

H. The CONTRACTOR shall ensure that school bus operators/school bus monitors remain with the bus any time students are on the bus, including loading and unloading students.

I. The CONTRACTOR shall ensure that school bus operators observe all students during loading and unloading and give them ample time to clear the danger zone before the school bus operator moves the bus.

J. The CONTRACTOR shall instruct school bus operators that in no event shall students be moved from one bus to any unauthorized vehicle during a trip except in an emergency.

K. The school bus operator shall be aware of the parent/guardian preference for delivery of kindergarten students and shall follow DISTRICT guidelines and Standard Operating Procedure for Undeliverable Students.

L. If there is no school official present to release the bus, the CONTRACTOR shall be notified by the school bus operator. The CONTRACTOR shall instruct the school bus operator to leave the school only after surveying the load to ensure appropriate ridership. The CONTRACTOR shall not reroute any bus to a school for any student who misses the bus once the bus has been released by a school official, unless approved by the Transportation staff.
M. Loading and unloading of students from school buses at the school shall be done in areas designated by school officials. The CONTRACTOR or school bus operator shall report to the appropriate school contact person any unsafe loading or unloading conditions observed at a school.

N. The CONTRACTOR shall ensure that all school bus operators observe the Idling Policy. (Refer to section 1.3.20 for policy definition)

O. Under no circumstances shall a student be placed off a bus at an unassigned bus stop. In the event a student boards the wrong bus at the school, the CONTRACTOR shall be responsible for transporting the student and shall instruct school bus operators to use the bus radio for assistance. The CONTRACTOR or designee shall notify the school immediately of the occurrence. If a student exits the bus through the emergency exit without permission, or exits the bus without the school bus operator’s permission, the CONTRACTOR'S dispatcher, school, and Transportation staff should be notified immediately.

P. No field trip shall interfere with a regularly scheduled route to transport students to and from school.

Q. If the bus serving a particular school does not meet the shuttle schedule for that school, that bus is responsible for providing service to the transfer students. The school bus coordinator manages the dismissal of buses from the loading zone. There is no time limit as to how long they should hold up buses. Typically, buses may be held for a short, reasonable period of time, but this should not affect the timeliness of the remainder of the route.

R. The CONTRACTOR shall ensure the school bus operator performs a “walk-through” at the end of each trip to check for students who may not have left the bus. The “walk-through” shall include, but not be limited to, walking from one end of the bus to the other, checking behind and under every seat for students remaining on the bus.

The CONTRACTOR shall provide a manual or electronic system to ensure that there are no students remaining on the bus. The CONTRACTOR shall immediately notify the school, Transportation staff and parent in the event that a student is left on the bus. The system shall be pre-approved by the Director of Transportation.

S. The CONTRACTOR shall ensure the school bus operator performs a “walk-through” at the end of each trip to check for articles left behind on the seats and between the seat back and bench.

T. The CONTRACTOR shall ensure every effort is made to return the items to students the next school day.

U. The CONTRACTOR shall not transport two (2) trip or route loads of students together, except with approval of Transportation staff.

V. The CONTRACTOR shall ensure the school bus operator has checked ridership to be sure all students are seated prior to moving the bus. The school bus operator/school bus monitor shall remind the students to wear their seatbelts on all buses so equipped.

W. The CONTRACTOR shall ensure that all special needs school bus operators/school bus monitors are trained in and observe all procedures incorporated into the Florida Department of Education’s Basic School Bus Operators Curriculum, Revised 2007 (or updated versions as they become available).
X. The CONTRACTOR shall ensure the school bus operator always drives at a safe speed and never in excess of the legally posted speed limit in business or residential districts or fifty-five (55) MPH outside business or residential districts.

Y. The CONTRACTOR and staff shall assist with any DISTRICT mapping and routing issues as needed.

Z. The CONTRACTOR shall ensure the school bus operator does not refuel the bus with students on board.

AA. The CONTRACTOR/school bus operator shall not refuse to make any stop approved by the Director of Transportation or designee.

BB. The CONTRACTOR shall ensure that all School Bus Operators/School Bus Monitors do not sell any items to students (ie: food, candy, drinks, fund raisers, etc.)

CC. The CONTRACTOR shall ensure that each route arrives approximately 15 minutes prior to bell time in the AM. Allow time for school bus operator to perform pre-trip inspection. PM arrival time requirements may vary by school.

DD. The CONTRACTOR shall ensure to use roof–mounted, white flashing strobe lights (if equipped) at a minimum, whenever headlights are required to be used due to reduced visibility conditions pursuant to Section 316.217 (1)(b) F.S. except that insufficient light due only to the time of day or night shall not require use of the strobe light.

3.2.7 RIDERSHIP NOTIFICATION:

3.2.7.1 The CONTRACTOR shall notify the Transportation Operations office immediately if the number of students assigned to a trip or route causes overloading on the bus or if the route cannot be driven in accordance with the published schedule. The ridership load capacity is determined by the bus manufacturer rider capacity rating.

3.2.7.2 The CONTRACTOR shall notify the Transportation Operations office within 24 hours when ridership is under capacity and/or a bus is underutilized.

3.2.8 STUDENT MANAGEMENT:

3.2.8.1 The CONTRACTOR, school bus operator and school bus monitor shall be guided by and obligated to implement the DCPS Student Code of Conduct.

3.2.8.2 A school bus operator/school bus monitor shall refer violators by completing and forwarding a referral using the Duval County School Bus Disciplinary Referral Form to school officials. CONTRACTORS shall be responsible for instructing school bus operators/school bus monitors in the use of the referral form for reporting student misconduct. The CONTRACTOR shall ensure that management staff review all student referrals for validity and content prior to forwarding to school officials. The DISTRICT will provide the referral forms. The CONTRACTOR shall maintain a file copy of all referrals written by each school bus operator.

3.2.8.3 In cases of difficult-to-manage student loads, but only in an extreme emergency and for as short a time as possible, a bus may pull off the road to a safe location. The school bus operator shall notify the CONTRACTOR, Transportation staff, and follow emergency procedures. The CONTRACTOR shall ensure that the school bus operator does not return students to the school once the bus has been released without the consent of Transportation Staff.

3.2.8.4 In cases of difficult-to-manage students, the CONTRACTOR shall instruct the school bus operator not to use illegal or unsafe practices (including but not limited to using braking action) to gain the attention of or to control passengers.
3.2.8.5 The CONTRACTOR shall ensure that all students riding a school bus be given an assigned seat.

3.2.8.6 The CONTRACTOR shall cooperate in any discipline hearings/conferences if deemed necessary or desirable by the DISTRICT, provide video media and/or CONTRACTOR and/or school bus operator/school bus monitor witnesses. Video media shall be submitted as directed within twenty four (24) when requested by DISTRICT staff.

3.2.8.7 The CONTRACTOR shall be guided by the DCPS Student Code of Conduct for procedures on handling vandalism.

3.2.8.8 All school bus operators/school bus monitors shall receive training specific to student management and such training will be documented in a format designated by the DISTRICT.

3.2.9 SAFETY AND EMERGENCIES:

3.2.9.1 Maximum regard for safety and adequate protection of health shall be the primary requirements to be observed by the CONTRACTOR in accordance with all requirements of laws and regulations of the State and DISTRICT in providing transportation.

3.2.9.2 Response to Breakdowns/Accidents/Incidents:

In the event of a mechanical failure or breakdown of any vehicle, the CONTRACTOR shall promptly respond within thirty (30) minutes to the site of the breakdown for transfer of students for delivery. The CONTRACTOR is responsible for coverage of all routes at all times.

3.2.9.3 Accident/Incident Reporting

A. The CONTRACTOR shall be responsible for instructing the school bus operator in the proper techniques and procedures of accident/incident reporting. The Transportation staff shall immediately be made aware of any accident/incident involving another vehicle, injuries to school bus operator/school bus monitor/students, public or private property, the bus veering from its course, etc. The CONTRACTOR shall be responsible for all towing and recovery costs that may be associated with any accident or incident.

B. The CONTRACTOR shall ensure that school bus operators confer/consult with Dispatch and/or management staff regarding events or incidents that may require the involvement of Jacksonville Sheriff Office (JSO), other law enforcement agencies and/or other emergency responders. All student injuries shall be reported by the bus operator, and CONTRACTOR Dispatch and/or management staff shall decide which, if any, emergency responders are to be contacted. All emergency responses to a school bus transporting students, regardless of the reason for response and regardless of the responding entity, shall be reported to Transportation staff immediately.

C. The CONTRACTOR shall provide any required documentation of an accident/incident to the Transportation Business Office/school within two (2) business days after the incident/accident and/or upon request.

3.2.9.4 Inclement Weather and School Closings

In the event of inclement weather or impassability of roads or whenever school is canceled, delayed or is dismissed early, the DISTRICT shall make every attempt to notify the CONTRACTOR not later than one (1) hour prior to the buses running on the day of such cancellation or delay, and not later than one (1) hour before early dismissal or the cancellation of supplemental transportation services.
3.2.9.5 County Evacuation Assistance

The CONTRACTOR may contract independently with the City of Jacksonville or other agencies to establish maintain and provide County evacuation assistance; however, notwithstanding the foregoing, the CONTRACTOR shall not diminish its capacity or ability to provide services to the DISTRICT as required by the contract documents. It shall be understood that any and all compensation for such services is not within the scope of the contract resulting from this solicitation.

3.2.9.6 Field Safety and Quality Control

A. The CONTRACTOR shall perform field audits to observe all school bus operators and school bus monitors while performing student transportation services. The field audits shall be conducted each school year to ensure compliance with all safety requirements and regulations. Each route shall be audited in the field at least once per quarter.

Exception: during Quarter 3 (July - September) only those routes where a school bus operator with less than two (2) years experience is assigned shall be audited. This may include but is not limited to loading and unloading procedures, railroad crossings, bus stops, safety checks and licensing. Documentation of such field audits shall be forwarded to Transportation Operations staff and maintained by the CONTRACTOR for audit purposes.

B. The CONTRACTOR shall submit in writing to the Transportation Operations office safety concerns that cannot be corrected within their operation (i.e. safety of bus stops, loading zones, railroad crossing hazards, unsafe walk zones) at any time. Additionally, school bus operators shall complete an annual route evaluation (format determined by the DISTRICT), railroad crossing survey, or any other report required by State or DISTRICT.

C. The CONTRACTOR shall ensure that bus refueling is planned to occur at times when students are not on the bus.

3.2.9.7 Evacuation Drills

A. School bus evacuation drills shall be conducted at least two (2) times during each school year, once each semester. The CONTRACTOR shall coordinate these drills with school officials as directed by the DISTRICT.

B. The Evacuation Plan for Buses Which Transport Students with Special Needs shall be written by the school bus operator/school bus monitor, reviewed by the CONTRACTOR, initialed by school officials, a copy kept on the bus, and a copy turned in to the Exceptional Student Transportation office as scheduled.

C. School bus evacuation instructions that instruct all passengers in the locations and proper use of school bus emergency exits shall be conducted on every field trip and after school activity trip. The school bus operator shall present the instructions prior to departing the loading zone.

3.2.9.8 Safety Meetings

The CONTRACTOR shall hold safety meetings monthly to reinforce safety procedures and allow school bus operators/school bus monitors to communicate safety concerns. A schedule of safety meetings shall be submitted to the Transportation Operations office in writing during the first six (6) weeks of the regular school term. The CONTRACTOR shall maintain a file on safety meeting agendas and general meeting notes for review upon request by the DISTRICT.
Safety meetings shall not be used towards the eight (8) hours of in-service training as required by State Board Rule 6-A-3.0141(10).