14

SUBJECT: PIGGYBACK SCHOOL BOARD OF DUVAL COUNTY, FLORIDA STUDENT TRANSPORTATION SERVICES-GSA 3, RFQ/ITB-008-19/LM

BID #: PSC-0259-24 **OPEN DATE: N/A**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT – INITIAL TERM OF FIVE (5) YEARS THROUGH JULY 31, 2024, WITH FIVE (5) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PARKS, RECREATION AND COMMUNITY SERVICES DEPARTMENT

BASIS OF AWARD: PIGGYBACK SCHOOL BOARD OF DUVAL COUNTY, FLORIDA STUDENT TRANSPORTATION SERVICES-GSA 3, RFQ/ITB-008-19/LM

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to PIGGYBACK SCHOOL BOARD OF DUVAL COUNTY, FLORIDA STUDENT TRANSPORTATION SERVICES-GSA 3, RFQ/ITB-008-19/LM, with DURHAM SCHOOL SERVICES, LP, for the 2023 Sea and Sky Airshow Shuttle Services. This is a one-time purchase. The requested total expenditure not-to-exceed $82,720.67.

Funding Source: 00113.133101.549040.000000.00001330.00000.0000000, to be executed by purchase order.

ATTACHMENTS: Recommendation Memo; Risk Approval; Contract; Vendor Quote

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
RUBEN OLA
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Daryl Joseph, Director of Parks, Recreation and Community Services Department

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Daryl T. Joseph, Director

Parks, Recreation and Community Services Department
214 N Hogan Street, 4th Floor
Jacksonville, FL 32202
(904) 255-7907
www.coj.net

ONE CITY. ONE JACKSONVILLE.

October 3, 2023

To: Dustin Freeman, Chief
Procurement Division

Thru: Daryl T. Joseph, Director
Parks, Recreation and Community Services Department

From: Alex Alston, Acting Chief
Sports and Entertainment Division

Subject: 2023 Sea and Sky Airshow Shuttle Services Piggy Back Purchase Order Request

The Department of Parks, Recreation and Community Services, Division of Sports and Entertainment is requesting the Procurement Division allow a Contract Piggyback for a Purchase Order from Durham School Service through the Contract with DCPS Transportation Contract: ~~CTS 5.~~ Services requested to support the 2023 Sea and Sky Shuttle Services have been approved from DCPS and the Supplier Durham School Services. Student Transportation Services GSA 3 Contract between DCPS & Durham School Services

Estimated expenditures are not expected to exceed $82,720.67 and are to be procured with a one-time Purchase Order.

Funding Sources: 00113.133101.549040.000000.00001330.0000000.00000

Attachments: Quote from Durham School Services
JMK

CC: Jennifer Malice-Kelly, Sports & Entertainment Division
Rene'e Harriman, Parks, Recreation and Community Services Department

Full Service Shuttle System Operations
City Of Jacksonville – Division Of Sports And Entertainment
2023 Sea & Sky Air Show

Item No.	Description	Est. Units	Unit	Unit Cost	Extended Unit Cost
1.	Consulting Services	1	EA		
2.	General Public Shuttle Services (pricing units are per bus per hour)	700	HOUR		
3.	Volunteer/Staff Shuttle System (pricing units are per bus per hour)	30	HOUR	Pricing and comments below	
4.	Supplier staffing needed in addition to drivers. Cost of drivers should be reflected in **shuttle** services.	1	EA		
	Submissions must be entered into 1Cloud				

Please include as an attachment a full proposal for this project. At minimum, include the following in your proposal response:

- Technical specifications that will be included with bus unit, such as:
  - Length of Unit Type C 40 Feet for Regular Bus and ADA Para School Bus 40 Feet
  - Seating Capacity 54 Adults with the Regular Buses and 34 on the Para-Buses Maximum (34 ambulatory and 5 chairs
  - Air Condition Capabilities All buses are AC Equipped
- Photos of proposed buses to be used as part of this bid.
- Proof of providing full-service shuttle operations for major regional and/or national events.
- Outline of shuttle operation to include the number of buses, total hours of operation, and details on how company will best execute this shuttle operation.

Item 1 - Estimated 2 onsite visits and service days : $3,774.71

Item 2 – 43 School Buses (2 lift equipped), 6 hours per day (516 Hours)
41 School Buses: $64,446.55 ($130.99/HR)
2 School Buses with lift and Aide: $4,265.39 ($177.72/HR)

Item 3 – 2 School Buses (1 lift equipped), 13 hours per day (52 Hours)
1 School Bus: $2,663.47 ($98.65/HR)
1 School Bus with lift and Aide: $3,996.65 ($148.02/HR)

Item 4 – 2 Ground crew for 13.5 hours and 2 ground crew for 9.5 hours (92 Hours)
$3,573.90 ($39.71/HR)

		Cost
Item 1 - Estimated 2 onsite visits and service days		$ 3,774.71
Item 2 – 43 School Buses (2 lift equipped), 6 hours per day (516 Hours)		
	41 School Buses ($130.99/HR)	$ 64,446.55
	2 School Buses with lift and Aide(177.72/HR)	$ 4,265.39
Item 3 – 2 School Buses (1 lift equipped), 13 hours per day		
	1 School Bus: ($98.65/HR)	$ 2,663.47
	1 School Bus with lift and Aide ($148.02/HR)	$ 3,996.65
Item 4 – 2 Ground crew for 13.5 hours and 2 ground crew for 9.5 hours (92 Hours)($39.71/HR)		$ 3,573.90
		$ 82,720.67

Thank you for choosing Durham Charter Services for your transportation needs. We look forward to providing you with safe and reliable group transportation. We know your group will be excited to board a school bus, making your event that much more memorable.

Quote Summary

Date of Services : October 21st & 22nd, 2023

Item 1 - Estimated 2 onsite visits and service days : $3,774.71.

Item 2 – 43 School Buses (2 lift equipped), 6 hours per day (516 Hours)
41 School Buses: $64,446.55 ($130.99/HR)
2 School Buses with lift and Aide: $4,265.39 ($177.72/HR)

Item 3 – 2 School Buses (1 lift equipped), 13 hours per day (52 Hours)
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1 School Bus with lift and Aide: $3,996.65 ($148.02/HR)

Item 4 – 2 Ground crew for 13.5 hours and 2 ground crew for 9.5 hours (92 Hours)
$3,573.90 ($39.71/HR)

We look forward to partnering with you, please provide a PO at your earliest convenience. Feel free to reach out if you have any questions.

Sincerely,

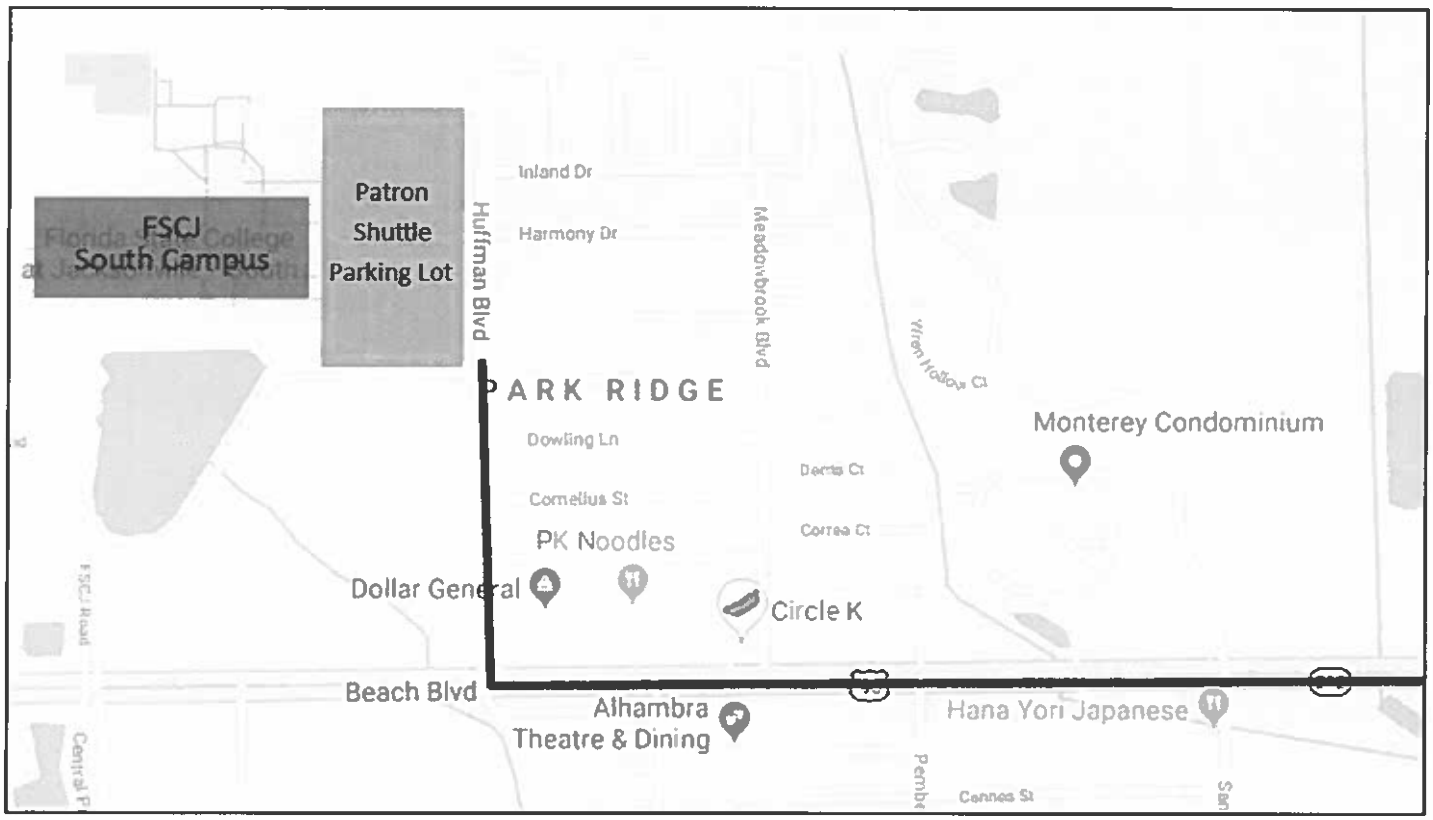
Durham Charter Services

(833) NX-TRIP-4 / (833) 698-7474

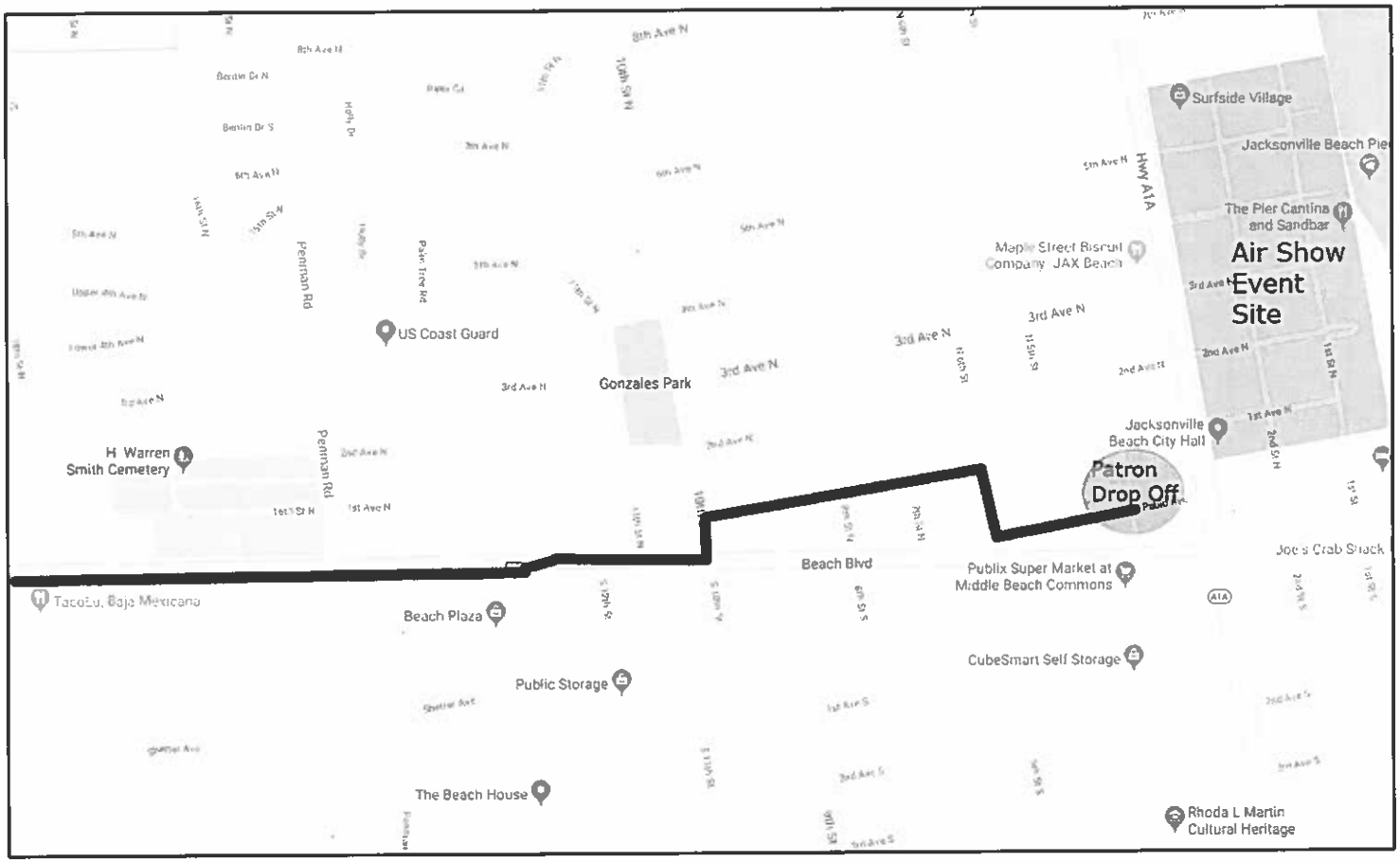
NXCwest@NationalExpresscharter.com

Proposed Shuttle Route Maps

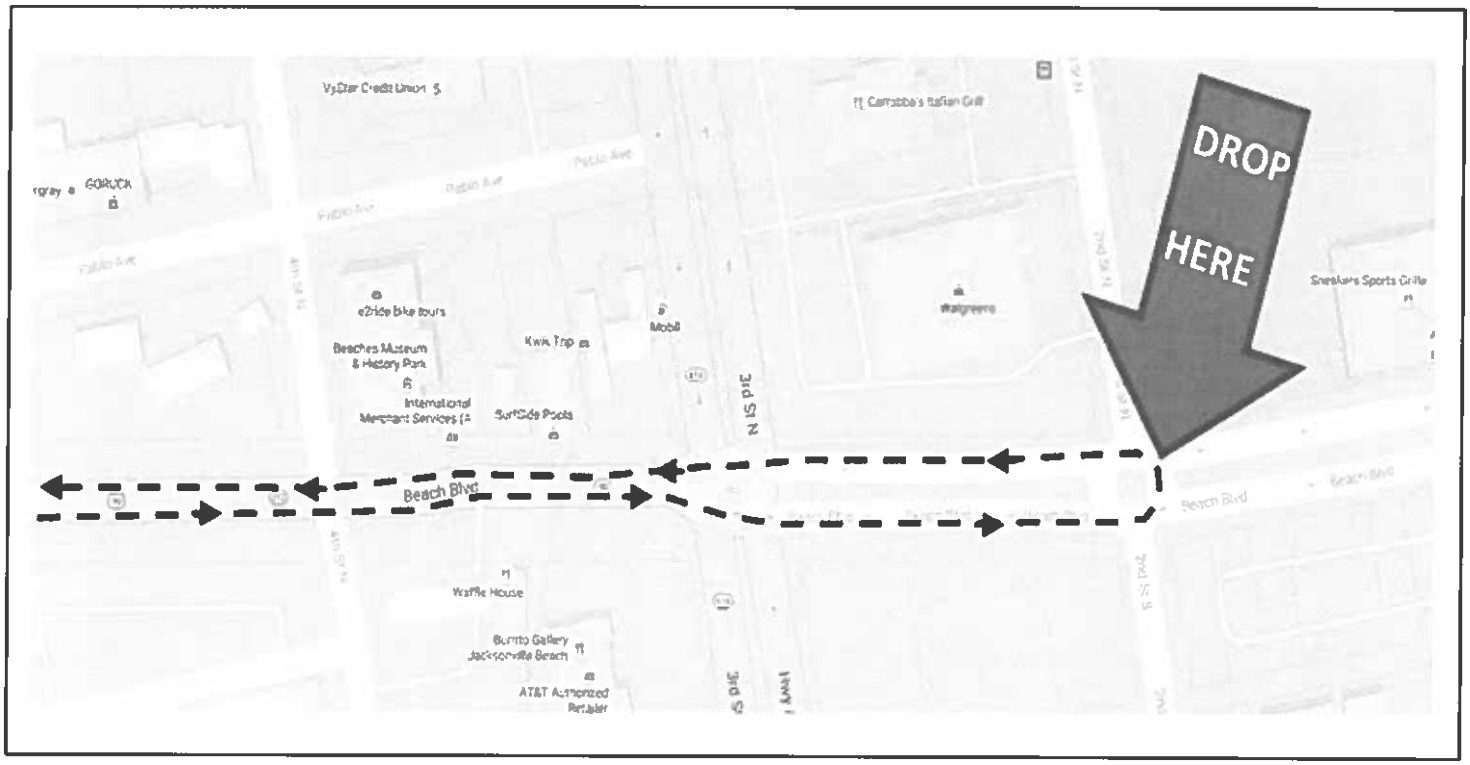
1. Patron Shuttle PICK UP/PARKING location- FSCJ South Campus, 11901 Beach Boulevard, Jacksonville, FL



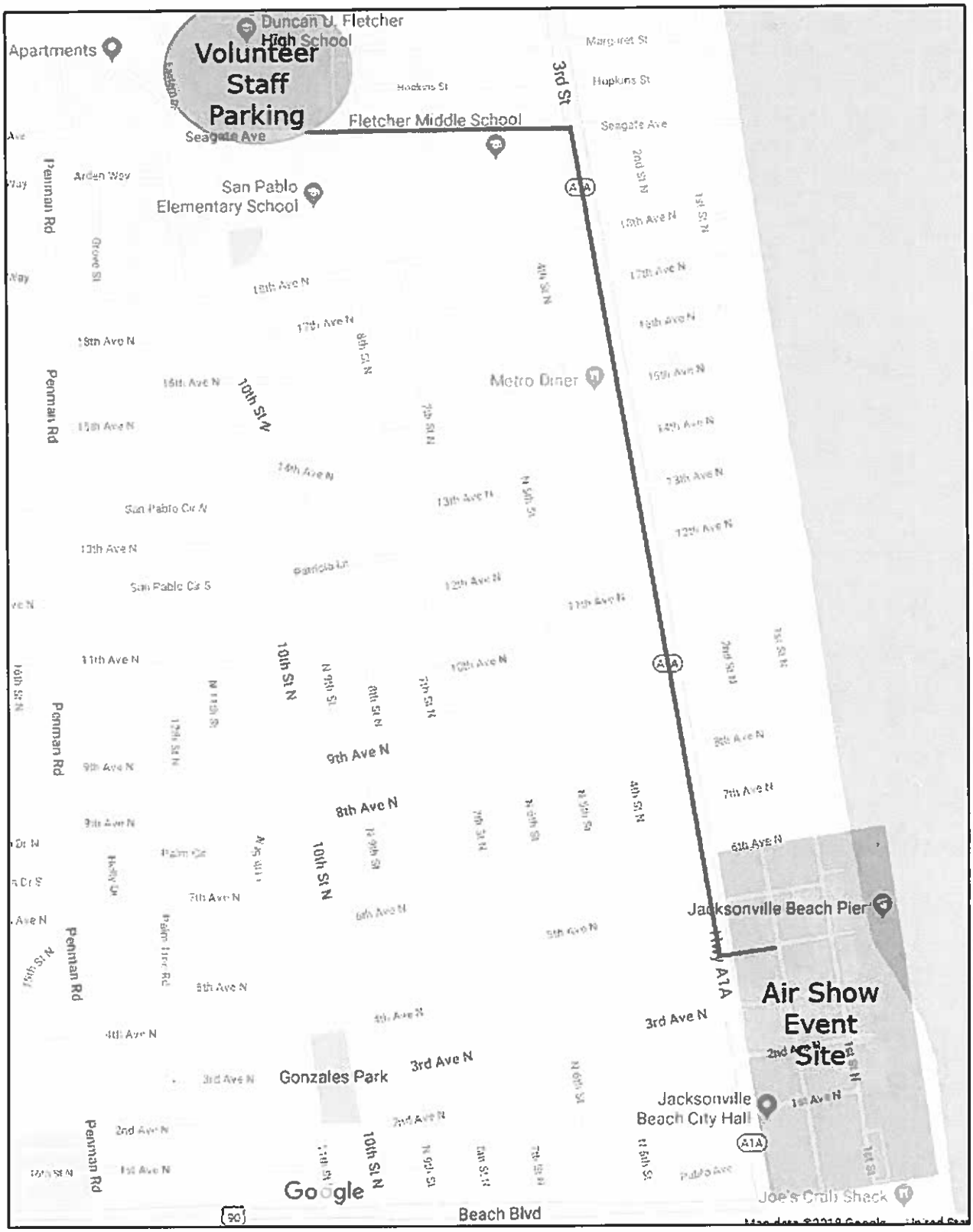
2. Patron Shuttle Drop off location- Pablo Ave, Jacksonville Beach



3. Patron ADA Shuttle Bus Drop off location- Pablo Ave, Jacksonville Beach



4. Volunteer/Staff Shuttle Route: Pickup at Fletcher High School, transfer to Event Site



ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Chubb European Group SE	B0154
INSURER C: Old Republic Insurance Company	24147
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
National Express LLC
DURHAM SCHOOL SERVICES, L.P.
2601 Navistar Drive
Lisle, IL 60532

COVERAGES

CERTIFICATE NUMBER: W30571686

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	HDO G72954889	11/01/2022	11/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ISA H25574436	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UKCANC56244	11/01/2022	11/01/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC 314263 22	11/01/2022	11/01/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			HDO G72954889	11/01/2022	11/01/2023	Each Claim Aggregate	$2,000,000 $2,000,000

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

Requisition: COCI-500088-23.
The City of Jacksonville its members, officials, officers, employees, and agents are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.
General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202-3381

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED National Express LLC DURHAM SCHOOL SERVICES, L.P. 2601 Navistar Drive Lisle, IL 60532
POLICY NUMBER See Page 1	
CARRIER See Page 1 — NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation where required by written contract and as permitted by law.
Insured is Self-Insured for Auto Physical Damage.
Sexual Abuse Liability Coverage is included in the General Liability policy.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured	National Express Durham Holding Corporation, National Express LLC		Endorsement Number 3
Policy Symbol HDO	Policy Number G72954889	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

I. The beginning of the Policy period, if this endorsement is effective as of such date; or

II. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured	National Express Durham Holding Corporation, National Express LLC		Endorsement Number 1
Policy Symbol ISA	Policy Number H25574436	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

APPROVED
By Kevin at 11:07 am, Oct 10, 2023

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Chubb European Group SE	B0154
INSURER C: Old Republic Insurance Company	24147
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
National Express LLC
DURHAM SCHOOL SERVICES, L.P.
2601 Navistar Drive
Lisle, IL 60532

COVERAGES **CERTIFICATE NUMBER:** W30571686 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	HDO G72954889	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	ISA H25574436	11/01/2022	11/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UKCANC56244	11/01/2022	11/01/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [No] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	MWC 314263 22	11/01/2022	11/01/2023	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			HDO G72954889	11/01/2022	11/01/2023	Each Claim	$2,000,000
							Aggregate	$2,000,000

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

Requisition: COCI-500088-23.
The City of Jacksonville its members, officials, officers, employees, and agents are included as Additional Insureds as respects to General Liability and Auto Liability where required by written contract.
General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds where required by written contract.
Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and

CERTIFICATE HOLDER

City of Jacksonville
117 W. Duval Street, Suite 335
Jacksonville, FL 32202-3381

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED
By Kevin at 11:07 am, Oct 10, 2023

AGENCY CUSTOMER ID: _____
LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.	NAMED INSURED National Express LLC DURHAM SCHOOL SERVICES, L.P. 2601 Navistar Drive Lisle, IL 60532
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation where required by written contract and as permitted by law.
Insured is Self-Insured for Auto Physical Damage.
Sexual Abuse Liability Coverage is included in the General Liability policy.

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NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured	National Express Durham Holding Corporation, National Express LLC		Endorsement Number 3
Policy Symbol HDO	Policy Number G72954889	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named Insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

NOTICE TO OTHERS ENDORSEMENT – SCHEDULE

Named Insured	National Express Durham Holding Corporation, National Express LLC		Endorsement Number 1
Policy Symbol ISA	Policy Number H25574436	Policy Period 11/01/2022 TO 11/01/2023	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

A. If we cancel the Policy prior to its expiration date by notice to you or the first Named insured for any reason other than nonpayment of premium, we will endeavor, as set out below, to send written notice of cancellation, via such electronic or other form of notification as we determine, to the persons or organizations listed in the schedule that you or your representative provide or have provided to us (the "Schedule"). You or your representative must provide us with the physical and/or e-mail address of such persons or organizations, and we will utilize such e-mail address or physical address that you or your representative provided to us on such Schedule.

B. The Schedule must be initially provided to us within 15 days after:

i. The beginning of the Policy period, if this endorsement is effective as of such date; or

ii. This endorsement has been added to the Policy, if this endorsement is effective after the Policy period commences.

C. The Schedule must be in an electronic format that is acceptable to us; and must be accurate.

D. Our delivery of the notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured.

E. We will endeavor to send or deliver such notice to the e-mail address or physical address corresponding to each person or organization indicated in the Schedule at least 30 days prior to the cancellation date applicable to the Policy.

F. The notice referenced in this endorsement is intended only to be a courtesy notification to the person(s) or organization(s) named in the Schedule in the event of a pending cancellation of coverage. We have no legal obligation of any kind to any such person(s) or organization(s). Our failure to provide advance notification of cancellation to the person(s) or organization(s) shown in the Schedule shall impose no obligation or liability of any kind upon us, our agents or representatives, will not extend any Policy cancellation date and will not negate any cancellation of the Policy.

G. We are not responsible for verifying any information provided to us in any Schedule, nor are we responsible for any incorrect information that you or your representative provide to us. If you or your representative does not provide us with a Schedule, we have no responsibility for taking any action under this endorsement. In addition, if neither you nor your representative provides us with e-mail and physical address information with respect to a particular person or organization, then we shall have no responsibility for taking action with regard to such person or entity under this endorsement.

H. We may arrange with your representative to send such notice in the event of any such cancellation.

I. You will cooperate with us in providing the Schedule, or in causing your representative to provide the Schedule.

J. This endorsement does not apply in the event that you cancel the Policy.

All other terms and conditions of the Policy remain unchanged.

Authorized Representative

OLD REPUBLIC INSURANCE COMPANY

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY POLICY

NOTICE OF CANCELATION TO CERTIFICATE HOLDERS ENDORSEMENT

This endorsement modifies the notice of cancelation of insurance provided hereunder by adding the following:

A. In the event this policy is canceled for any permissible reason, other than for nonpayment of premium, we shall endeavor to provide advance written notice of cancelation to certificate holders set out in the schedule on file with the Company, after notifying the Insured first named in item 1 of the Information Page of such cancelation. Notice of cancelation to certificate holders may be made by any commercially reasonable means, including mail, electronic mail, facsimile transmission or courier service.

B. This advance written notification of a cancelation of coverage is intended as a courtesy only. Our failure to provide such advance written notification will not extend the policy cancelation date, nor negate cancelation of the policy.

All other terms and conditions of this policy remain unchanged.

AGREEMENT FOR STUDENT TRANSPORTATION SERVICES GSA 3 BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA, AND DURHAM SCHOOL SERVICES, L.P.

This Agreement for Student Transportation Services GSA 3 (the "Contract"), is made and entered into effective December 6, 2018 (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 Durham School Services, L.P., a Delaware limited partnership authorized to transact business in Florida (the "Contractor").

W I T N E S S E T H:

WHEREAS, the District issued RFQ/ITB No. 008-19/LM dated September 5, 2018, together with Addendum No. 1 dated October 1, 2018, obtaining the credentials of prospective providers (RFQ) and providing qualified providers an Invitation to Bid (ITB) (herein referred to as the "RFQ/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 2019-2020 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 Article III below.

1.2 The parties further agree that the Contractor shall perform such Services for GSA 3 (Mandarin/Southside).

ARTICLE II
COMMENCEMENT AND RENEWAL

See section 1.7 of the RFQ.

ARTICLE III
COMPENSATION

3.1 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:

Durham School Services, L.P.
2601 Navistar Drive
Lisle, IL 60532

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 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.

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

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: _____
Lori Hershey, Chairman

Form Approved:

By: _____
Office of General Counsel

Approved by the Board: December 4, 2018

[Signatures on next page]

[Signature page to Agreement for Student Transportation Services GSA 3 between
The School Board of Duval County, Florida, and
Durham School Services, LLC,
Dated effective December 6, 2018]

Witnesses:

Name: Sandy Johnson

Name: Annette Johnson

OFFICIAL SEAL
ANNETTE JOHNSON
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires April 17, 2022

DURHAM SCHOOL SERVICES, L.P.

By: Durham Holding II, L.L.C., its general Partner

By: National Express, LLC, its member

By:
Name: Dorothy Copes
Title: Vice President

BOARD APPROVED

DEC 04 2018

December 4, 2018, Regular Board Meeting

Title

21. STUDENT TRANSPORTATION SERVICES, GSA 3 - AWARD

Recommendation

That the Duval County School Board approve the Student Transportation Services - GSA 3, RFQ/ITB-008-19/LM contract award to Durham School Services, LP, for the initial contract base period from August 1, 2019 through July 31, 2024.

That the Duval County School Board authorize the Chairman or Vice-Chairman, and the Superintendent to execute the contract upon form approval by the Office of General Counsel. That authority be delegated to the Superintendent to renew the contract for subsequent years provided terms and conditions are essentially the same and subject to availability of funds. There are five potential annual renewals.

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 3 contract will provide transportation services for all schools located within the Mandarin, Englewood, and Atlantic Coast High School boundary areas. This December 2018 award approval is needed to allow the apparent contract winner adequate time to obtain any additional school bus assets needed prior to July 2019 in advance of an August 2019 school start. For example, the new contract requires all buses placed into service during the term of the contract to have air conditioning; however, the apparent winner only has approximately 50% of his current fleet of buses air conditioned. All of the apparent winner's non-air conditioned buses will have to be upgraded with new air conditioning systems or replaced with air conditioned buses prior to the contract start.

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.

In part because the district elects to transport magnet students and students at 1.5 miles of their school, rather than 2.0 miles, the total transportation costs for the district exceed the funds provided by the state by approximately $43 million.

District Transportation Cost for FY 18-19

Service	Cost *	Funding Source	Notes
Magnet Transportation	$15million	General Fund	**Not required by the State**

.5 additional mile	$5million	General Fund	**Not required by the State**
ESE Transportation	$15million	General Fund	Required by US DOE
General Transportation	$28million	General Fund	Required by the State
Total	$63million	General Fund	
State Funding Provided	$20million	Funds Received from the State for Transportation	
Total Transportation Cost to the District	$43million	General Fund	

*cost rounded to nearest million

Previous Outcomes

The apparent winner is also the incumbent contractor, Durham School Services, on the current GSA 3 contract. Durham has performed satisfactorily on his current contract which expires this coming July 31, 2018.

Expected Outcomes

We expect to obtain satisfactory service and support under this new contract with Durham School Services. The penalties for non-performance included in the agreement are attached as GSA Exhibit B, which was a part of the RFQ process.

Strategic Plan Goal

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

Financial Impact

Estimated expenditure for the current GSA 3 contract year is $11.6 M. Assuming a 3% CPI and constant mileage, we anticipate $11.9 M would have been spent in the 2019-20 GSA 3 contract year under the current, expiring contract. Estimated expenditure for the new GSA 3 contract in the first contract year (e.g., 2019-20) is $14.8 M. Cost increases are attributable to new requirements such as all buses must be air conditioned, decreased number of bidders, higher labor costs due to tight labor markets, rising fuel costs, and additional equipment requirements for safety and efficiency such as larger capacity buses and more camera surveillance. This new 2019-20 GSA 3 cost per mile of $6.5691 is nearly the same as the projected 2019-20 GSA 5 cost per mile of $6.5245. Actual costs for GSA 3 could be lower in event of lower mileage through operational efficiencies. The current 2018-19 costs per mile for all GSA contracts are shown below.

Bus Company	GSA	GSA/Area of Coverage	18-19 Cost Per Mile
		East	
STA - Lee	1	Arlington/Beaches	$6.8041
STA - Lee	12	Arlington	$6.8041
First Student	2	Northside	$4.8086
Durham	3	Mandarin/Southside	$5.1522

First Student	4	Northwest	$5.3275
STA - Peavy	5	Westside	$6.3345

Bus Company	GSA	GSA/Area of Coverage	19-20 Cost Per Mile
Durham	3	Mandarin/Southside	$6.5691

Contact

Donald Nelson, Assistant Superintendent, Operations, 904-390-2008
Paul Soares, Executive Director, Design and Construction, 904-390-2498

Attachments

1. GSA 3 Agreement
2. GSA EXHIBIT B Performance Guarantee

RFQ/ITB-008-19/LM

STUDENT TRANSPORTATION SERVICES

Date Opened: 10/25/2018

BID TABULATION			DURHAM SCHOOL SERVICES LP	FIRST STUDENT INC
Item	Description	Unit	Price	Price
1	**GSA 3 -Mandarin/Southside**	Price per mile	**$6.5691**	**$6.7400**

Prepared by: Cammie Wise
Verified by: L. Mitchum
Date: 10/25/18
Recommended for Award =

DCPS
PURCHASING SERVICES
RECEIVED
2018 OCT 26 AM 10:44

DUVAL COUNTY
PUBLIC SCHOOLS

ADDENDUM NO. 1

Information only

www.duvalschools.org/purchasing

Issue Date: **October 1, 2018** **Phone: 904-858-4859**

Buyer: **Louis Mitchum**

Bid Number: **RFQ/ITB-008-19/LM**

Bid Title: **STUDENT TRANSPORTATION SERVICES – GSA 3**

Term of Bid: The initial term of the contract will be for (5) years through July 31, 2024 and may be renewed for five (5) additional one (1) year renewals.

Opening: **Friday, October 12, 2018, 2:00 p.m. (EDT).** Bids received prior to this 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.

Purpose: **To answer questions received and to provide clarifications.**

Question: Deviations from specifications, General Conditions No.6. will a vendor be disqualified if they deviate from the specifications?

Answer: Vendor should submit bids based upon the RFQ/ITB specifications as written.

Question: Will any modifications be added to the final contract?

Answer: If needed, modifications will be addressed during contract development/negotiations.

Question: Can we contact the Office Economic Opportunity(OEO), office directly regarding questions pertaining to this RFQ/ITB?

Answer: Per section 1.15, Ex Parte is strictly prohibited. OEO, nor any other office can be contacted with questions pertaining to this RFQ/ITB.

Question: Personnel listed in 3.0.9.2 (B). The Contractor shall employ sufficient personnel to handle day to day management. At a minimum the following positions shall be staffed in addition to operators and monitors. Are all positions listed required?

Answer: Yes, listed are the minimum required positions. All positions must be filled **separately**.

Question: Section 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.

Answer: There are currently two (2) alternative routes that require a monitor and the cost of the monitors should be included in your pricing.

Question: Section 3.1.11.6 (B) Compensation for Mileage Minimum; how should the minimum mileage be calculated?

Answer: The minimum mileage should be calculated by using the average of the past five (5) years, the third (3rd) row of Exhibit G. For FY 17/18, use the Adjusted (180 days) subtotal Reg & ESE miles.

Question: Section 3.1.13.2. 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, a minimum fifty percent (50%) of non-lift buses in the GSA shall be seventy-seven (77) capacity or larger. Is the fifty percent (50%) requirement new?

Answer: Yes

Question: Section 3.1.13.3 (D). Any new replacement buses (body built date of 2019 and newer) shall be equipped with lap/shoulder belts for all passenger seating positions in accordance with Federal Motor Vehicle Safety Standard 222.

Answer: Paragraph Section 3.1.13.3 (D) is revised to read as follows:

Any new replacement buses (body built date of **2021** and newer) shall be equipped with lap/shoulder belts for all passenger seating positions in accordance with Federal Motor Vehicle Safety Standards 222.

Question: Can we use the ACH payment option?

Answer: Yes

Question: Can you please provide the current contract expiration date and the current live mile rate for each GSA?

Answer:

Contractor	GSA	Contract End Dates	2018 - 2019 PPM
STA	1	07.31.24	$ 6.8041
STA	12	07.31.24	$ 6.8041
First Student	2	07.31.20	$ 4.8086
Durham	3	07.31.19	$ 5.1522
First Student	4	07.31.20	$ 5.3275
STA	5	07.31.27	$ 6.3345

Question: As discussed during the pre-bid meeting regarding the requirement of lap and shoulder belts required on all buses with a body build date of 2019 and newer as stated in Section 3.1.13.3 part D please clarify. The RFQ/ITB states that both or required, however it was stated during the pre-bid that the requirement is only for new buses purchased after the first year of the contract.

Answer: Paragraph Section 3.1.13.3 (D) is revised to read as follows:

Any new replacement buses (body built date of **2021** and newer) shall be equipped with lap/shoulder belts for all passenger seating positions in accordance with Federal Motor Vehicle Safety Standards 222.

Question: There is a requirement for two more monitors than called out in the RFP

Answer: There are currently two (2) alternative routes that require a monitor and the cost of the monitors should be included in your pricing.

Question: New 2019 models buses brought in to begin the 2019—20 school year are exempt for the requirements of 3.1.13.3(D) relating to lap/shoulder belts?

Answer: Paragraph Section 3.1.13.3 (D) is revised to read as follows:

Any new replacement buses (body built date of **2021** and newer) shall be equipped with lap/shoulder belts for all passenger seating positions in accordance with Federal Motor Vehicle Safety Standards 222.

Question: Are all extracurricular trips shown in Exhibit G or are there other requirements?

Answer: Exhibit G does not include extracurricular trips funded by the schools.

Question: Please provide the average hourly wages for current bus drivers and monitors

Answer:

AVERAGE HOURLY RATES FY 18/19					
OPERATOR HOURLY RATES PER CBA					
	STL	FSN	DSS	FSC	STP
Start	$ 13.00	$ 13.10	$ 13.20	$ 13.10	$ 13.25
Year 2	$ 13.50	$ 13.30	$ 13.40	$ 13.30	$ 13.50
Year 3	$ 14.05	$ 13.80	$ 14.00	$ 13.80	$ 14.05
Year 4	$ 14.60	$ 14.55	$ 14.60	$ 14.55	$ 14.75
Year 5	$ 15.20	$ 15.55	$ 15.60	$ 15.55	$ 15.75
Year 6	$ 15.80	$ 19.00	$ 19.05	$ 19.00	$ 19.00
Year 7	$ 16.45				
Year 8	$ 18.60				
Average	$ 15.15	$ 14.88	$ 14.98	$ 14.88	$ 15.05

MONITOR HOURLY RATES PER CBA					
	STL	FSN	DSS	FSC	STP
Start	$ 8.25	$ 8.25	$ 8.25	$ 8.25	$ 8.35
Year 2	$ 8.50	$ 8.55	$ 9.15	$ 8.55	$ 8.75
Year 3	$ 8.90	$ 9.80	$ 10.40	$ 9.80	$ 9.90
Year 4	$ 9.30	$ 11.80	$ 12.00	$ 11.80	$ 11.80
Year 5	$ 9.70				
Year 6	$ 10.10				
Year 7	$ 11.30				
Average	$ 9.44	$ 9.60	$ 9.95	$ 9.60	$ 9.70

Question: Please let me know how we are to set up the labels for both the RFQ and the ITB?

Answer: Both the RFQ and the ITB should be in separate sealed and labeled envelopes. Each envelope should be labeled accordingly, i.e. RFQ or ITB.

Question: MUTUAL TERMINATION FOR CONVENIENCE – Attachment A-#3.1.4.2, Attachment D-#8: Would District consider clarifying the language in the termination for convenience provisions so that provisions are consistent and require the same amount of written notice?

Answer: The requirements as stated in Section 3.1.4.2 shall govern with respect to termination for convenience. The District shall provide no less than three hundred (300) calendar days notice.

Question: TERMINATION FOR CAUSE – Attachment A-#3.1.4.1: Would District consider giving Contractor more than 10 days notice to complete the curing of any defaults before a termination for cause?

Answer: No, the specification stands as written.

Question: Termination for Lack of funding, 3.1.4.5: Would the District consider notifying Contractor sooner than the last day of the Contract, if the District does not have funding for services to be rendered in the following Contract Year in order to help Contractor offset costs in the event of an early termination.

Answer: The specification stands as written. The District would only invoke this section in the unlikely and extreme event that funds became unavailable to pay for these needed contract services.

Question: NON-PERFORMANCE DAMAGES – General Conditions-#9, Exhibit B: Would District consider adding language to these sections so that District will notify the Contractor within a certain time frame of any alleged defaults or otherwise the defaults will be waived?

Answer: The specification stands as written.

Question: HOLD HARMLESS AGREEMENT – Attachment A-#3.1.8; Performance Bond: Would District consider modifying this provision so that Contractor will be liable for only those damages Contractor causes?

Answer: The specification stands as written.

Question: SERVICE LEVEL CHANGES – Attachment A-p.5-#1.3.5, #3.1.11.5 & #3.1.11.6 & #3.1.11.7 & #3.1.11.8: Would District consider additional language in these Sections to

provide for rate adjustments for service-level changes not initially anticipated in the final contract and that result in a material increase or decrease of services? Would District allow language in the Agreement to allow Contractor to pass through labor, travel, and expense costs in the event of a driver shortage?

Answer: The specifications stand as written. Any change orders requested after award would require mutual agreement and are not anticipated to be approved at this time.

Question: INSURANCE INFORMATION – Attachment A-#3.1.7.1., p.34-#1(b): Would District consider adding language here that limits insurance claims to those arising under the Agreement? Can Contractor only waive the subrogation clauses in its insurance coverage to the extent that damages are caused by Contractor's own conduct?

Answer: The specifications stand as written.

Question: FORCE MAJEURE – Attachment A-#3.1.4.4: Would District consider clarifying the force majeure clause to excuse Contractor from performance for events outside its control, such as labor shortages, strikes, inclement weather, etc?

Answer: The Specifications stand as written.

Question: DISPUTE RESOLUTION – Attachment A-#3.1.8 and #3.1.9: Can District clarify its requirement that each party shall be responsible for its own attorneys' fees in the event of a dispute? Would District consider including a dispute resolution clause in the final contract that would be beneficial to both parties and would allow for mediation after all good faith efforts to resolve any disputes that may arise?

Answer: The specifications stand as written.

Question: TERMINATION FOR LACK OF FUNDING – Special Conditions-#8, Attachment D-#4 – Would District consider including language to allow for more notice to Contractor if funds appropriated annually by the Florida Legislature are no longer available?

Answer: The specifications stand as written.

DUVAL COUNTY PUBLIC SCHOOLS

PURCHASING SERVICES
1701 Prudential Dr.
Jacksonville, FL 32207
PH (904) 858-4848
FAX (904) 858-4868

September 5, 2018

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

STUDENT TRANSPORTATION SERVICES GSA 3

RFQ/ITB-008-19/LM

PROCEDURAL TIMELINES AND RELEVANT INFORMATION

Duval County Public Schools (the "District") 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.

There will be a recommended Information Conference held at the **Duval County Public Schools Transportation Services Auditorium, 129 King Street, Jacksonville, Florida on Monday, September 24, 2018 at 9:00 a.m. (Eastern Time).**

The deadline for submission of responses is **2:00 p.m. (Eastern Time) on Friday, October 12, 2018.** All responses must be delivered to: Purchasing Services, (Suite #322),1701 Prudential Dr. Jacksonville, FL 32207. 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 Mr. Louis Mitchum, Purchasing Services at mitchuml@duvalschools.org.

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Attachment A - Respondent Profile
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EXHIBITS

Exhibit A - Supplemental Transportation Service Pricing
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INVITATION TO BID

DUVAL COUNTY PUBLIC SCHOOLS
Purchasing Services
1701 Prudential Dr. Suite 322
Jacksonville, FL 32207
PH (904) 858-4848
FAX (904) 858-4868

September 5, 2018

REQUEST FOR QUALIFICATIONS (RFQ)
FOR
STUDENT TRANSPORTATION SERVICES – GSA 3
RFQ/ITB-008-019/LM

I. GENERAL INFORMATION:

1.0 INTRODUCTION:

1.0.1 Duval County Public Schools (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.

1.0.2 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.

1.0.3 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).**

1.0.4 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 definitions in Section 1.3).**

1.0.5 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 3 (Mandarin/Southside). 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:

1.0.6 GSA 3: Mandarin / Southside – 194 routes (**2,250,648.0 miles**); this information is current as of September 5, 2018. These miles are daily route miles for Basic Transportation Services. Refer to sections 1.3.5, 1.3.6, and 1.3.7 for service definitions. The number of regular (non-ESE) routes is 143. The number of special needs (ESE) routes is 51.

1.1 GENERAL INFORMATION ABOUT THE DISTRICT:

1.1.1 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 School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of District public schools.

1.1.2 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 Schools community.

1.3 DEFINITIONS:

1.3.1 District: When used in this document, the word "District" 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," or "The School Board of Duval County, Florida" will be intended to denote the elected body of governing officials for the entity, unless the context includes the District.

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 (daily 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 services are rendered, and the District shall be liable to pay only for the days services are rendered.

1.3.6 Variable Transportation Services: Variable services are transportation services in addition to Basic Transportation Services and includes services that may or may not occur daily. These include, but are not limited to, Gifted services, Community Based Instruction (CBI) services, Community Based Vocational Instruction (CBVI) services, Speech services and Early Release. Variable services are compensated at the same contracted price per mile (PPM) as Basic Transportation Services.

1.3.7 Supplemental Transportation Services: The safe and efficient transportation of any and all pupils or other authorized persons as may be requested by the District for after-school activity trips, field trips, athletic activities, special or additional services, or any other purpose designated by the District (Exhibit A).

1.3.7.1 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.

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

1.3.7.3 Additional Service:

1.3.7.3.1 Any operations related service that does not fall within the scope of basic service, field trip, or after-school activity trip.

1.3.7.3.2 Any administrative type service initiated through the Director of Transportation's office.

1.3.7.3.3 Any additional school days/partial school days (Saturday school, etc.) that are not included in the 180-day school schedule.

1.3.7.3.4 Special program trips are any additional school days/partial school days, Saturday school, and independent school program.

1.3.8 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 may vary from year to year.

1.3.9 Irrevocable Standby Letter of Credit: Letter of credit that represents an obligation by the issuing bank to 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 between the bank's customer and the beneficiary.

1.3.10 School Board: The words "School Board," or "The School Board of Duval County, Florida" will be intended to denote the elected body of governing officials for the entity, unless the context includes the District.

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

1.3.12 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).

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

1.3.14 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.

1.3.15 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.

1.3.16 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.

1.3.17 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.

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

1.3.19 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.

1.3.20 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.

1.3.21.1 Idling Policy: Idling Limits at Loading/Unloading Locations and Exceptions

1.3.21.2 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.

1.3.21.3 The 5-minute rule also applies to all pick up and/or drop off 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).

1.3.21.4 Idling limits should not apply for periods where:

1.3.21.4.1 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.

1.3.21.4.2 A school bus idles solely to prevent a true safety or health emergency.

1.3.21.4.3 A school bus engine idles for emergency repairs or diagnostic purposes, but only to the extent that idling is necessary for such activity.

1.3.21.4.4 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 wellbeing 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. The CONTRACTOR is encouraged to implement the use of alternative fuels where possible.

1.5 **AWARD:**

1.5.1 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.

1.5.2 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.

1.6.4 The parties agree that the contract documents described herein represent the entire agreement between the parties, may only be amended by a written agreement signed by both parties except as may be expressly provided in this RFQ, and supersedes all prior or contemporaneous oral or written agreements and understandings with respect to the matters covered by the Contract.

1.7 CONTRACT TERM:

1.7.1 The Contract for GSA 3 will be for an initial term of five (5) years (through July 31, 2024), and may be renewed under essentially the same terms and conditions as the original contract for five (5) additional one (1) year renewals with written consent and agreement of both parties.

1.7.2 With respect to the five (5) potential one (1) year renewals, the CONTRACTOR shall send written notice to the District if the CONTRACTOR does not agree to the next annual renewal. CONTRACTOR's written notice must be delivered to the District no later than fifteen (15) months prior to the renewal period (e.g., the deadline is May 1, 2023 for CONTRACTOR's written notice to the District to not renew for the 2024-25 renewal year which is the first of five annual renewals). If the CONTRACTOR fails to timely deliver its notice of non-renewal, then the Contract may be renewed at the district's sole discretion according to the terms of the Contract, it being understood that CONTRACTOR does not have any additional options to cancel renewal terms. The total potential term of the Contract, including all potential renewals, shall not exceed ten (10) years. See Section 1.3.20 (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:

1.8.1 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 either a 1.5% increase or the change in the CPI Index (as defined below), whichever is greater. 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 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 rate for the immediately prior Contract year will be maintained. As used in this section:

1.8.1.1 "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).

1.8.1.2 Commencing on the annual 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 31, 2019 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, 2020 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.

1.8.2 Calculations; The result of that calculation will determine the new rate set forth in the Contract for the upcoming Contract Year.

For example, to calculate the first CPI adjustment for the Contract year commencing August 1, 2020 assuming the initial Contract Year rate is $5.0000, and assuming the Basic Index (May 31, 2019 CPI) is 177, and assuming that May 31, 2020 CPI is 181, then the following applies.

$$\text{Year 2: } \frac{(A = 181) \times (B = \$5.0000)}{(C=177)} = \$5.1130$$

The calculation for Year 3 assuming the May 31, 2021 CPI is 185, the following applies:

$$\text{Year 3: } \frac{(A = 185) \times (B = \$5.0000)}{(C=177)} = \$5.2260$$

1.8.3 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.

1.8.4 Rate adjustments for Supplemental Transportation Services will be made at the same intervals as Basic Transportation Services and Summer Programs. The base year field trip index was set in 2006 when the initial field trip hourly rate was established. This hourly rate is $18.50 and will be

used annually in the calculation to establish the new field trip hourly rate. The formula used for field trip price escalation is the same as the CPI calculations described in 1.8.1.2 above. The current year (May 31) index (A) is multiplied by the base year price (B) and that product is divided by the base year index (C). Additional field trip information is available in Exhibit A.

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:**

1.10.1 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.

1.10.2 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.

1.10.3 It is the policy of the District to not accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of the staff, or families. CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure the Contract, and that it has not paid or agreed to pay any person, company, corporation, individual for firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of the Contract. CONTRACTOR further warrants that it, nor any of its directors, employees, officers or agents, nor any of CONTRACTOR's respective subsidiaries or affiliates, has taken, is currently taking or will take any action in furtherance of an offer, payment, promise, gifts or anything else of value, directly or indirectly, to anyone to improperly influence or otherwise secure any improper advantage in procuring business in relation to the Contract. For the breach or violation of these provisions, the District shall have the right to terminate the Contract without liability and/or, at its discretion, to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

1.11 **PUBLIC RECORDS LAW:**

1.11.1 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.

1.11.2 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.

1.11.3 The Contract 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:

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

1.11.3.2 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 Statues or as otherwise provided by law.

1.11.3.3 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 Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the District.

1.11.3.4 Upon completion of the Contract, 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 Contract, 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 Contract, 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.

1.11.3.5 CONTRACTOR shall keep records to show its compliance with this Agreement. CONTRACTORS and SUBCONTRACTORS must make available, upon request of the District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall retain all records relating to this Agreement for five (5) years after final payment is made or received and all pending matters are completed.

1.11.3.6 IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (DIRECTOR OF TRANSPORTATION) AT THE ADDRESS AND PHONE NUMBER BELOW;

DUVAL COUNTY PUBLIC SCHOOLS
129 KING STREET
JACKSONVILLE, FL 32204
904.858.6251

1.12 PUBLIC ENTITY CRIMES:

1.12.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not;

1.12.1.1.1 Submit a bid/proposal on a contract to provide any goods or services to a public entity.

1.12.1.1.2 Submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work.

1.12.1.1.3 Submit bids/proposals on leases of real property to a public entity.

1.12.1.1.4 Be awarded or perform work as a CONTRACTOR, supplier, SUBCONTRACTOR, or consultant under a contract with any public entity.

1.12.1.1.5 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.

1.12.2 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:

1.13.1 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.

1.13.2 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.

1.13.3 If that day is a School Board non-workday, the protest shall be delivered no later than 9 a.m. the next District work day. Protests shall be presented with specificity, and every issue shall be fully documented.

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

1.13.5 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.

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

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

1.13.8 The Hearing Officer shall issue his/her decision within five (5) working days of the completion of the protest hearing.

1.13.9 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.

1.13.10 The District 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.

1.13.11 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:

1.14.1 **THE RFQ AND ITB DOCUMENTS WILL BE REVIEWED IN DETAIL AT AN INFORMATION CONFERENCE HELD IN THE AUDITORIUM AT 129 KING ST., JACKSONVILLE, FLORIDA ON MONDAY SEPTEMBER 24, 2018 AT 9:00 A.M. (Eastern Time).**

1.14.2 **Potential Respondents are advised to hold all comments, questions and items for clarification until the Information Conference. Potential respondents are strongly encouraged to attend the Information Conference to help inform and prepare them with any contract document clarifications discussed at that time.**

1.14.3 All responses to the RFQ and ITB must be **received no later than 2:00 P.M. (Eastern Time) on Friday, October 12th, 2018.** If a response is transmitted by US Mail or other delivery medium, the Respondent shall be responsible for its timely delivery to **Purchasing Services (Suite #322), 1701 Prudential Dr., Jacksonville, FL 32207.**

1.14.4 Any response received after the stated time and date or at any other location, will not be considered and will retained by the District and then returned unopened to the originator after the District's award of the Contract.

1.14.5 One manually signed original, two (2) **exact** photocopies and six (6) **exact** 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 3"** 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 3"** 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.

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

1.14.7 NOTE: It is the sole responsibility of each Respondent to assure all copies are identical to the original, including any supplemental information. Flash drive copies will be utilized by the Committee for the purpose of qualification.

1.14.8 Any information contained in the original RFQ response which has not been transferred to the flash drives or photocopies may NOT be considered. The original document will be used **solely** for official record keeping and audit purposes.

1.14.9 Responses not conforming to the instructions provided herein will be subject to disqualification at the sole discretion of the District. Any exceptions to the terms and conditions of this solicitation made by any Respondent are not accepted.

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

- **September 5, 2018 - Date of distribution**
- **September 24, 2018, 9:00 a.m. – Recommended RFQ/ITB Information Conference**
- **September 28, 2018, 2:00 p.m. - Deadline for submission of questions and requests for clarification**
- **October 12, 2018, 2:00 p.m. - Opening of RFQ responses (ITB responses to remain sealed at this time)**
- **October 17, 2018, by 2:00 p.m. – Notification to qualified and non-qualified Respondents (Notification shall be affected by email and manual posting at the District's office at 1701 Prudential Drive)**
- **October 23, 2018, by 12:00 noon - Deadline for submission of bid security**
- **October 25, 2018, 2:00 p.m. - Opening of ITB responses from qualified firms**
- **December 4, 2018 - Anticipated date of award by School Board**
- **August 1, 2019 - Anticipated effective date of Contract**
- **August 12, 2019 – Service/School Year begins**

1.14.11 All questions and requests for clarification from potential Respondents shall be submitted in documented format to Mr. Louis Mitchum, Supervisor, Purchasing Services. Such requests may be e-mailed to mitchuml@duvalschools.org. Questions submitted subsequent to the deadline as shown above will not be addressed.

1.14.12 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.

1.14.13 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:

1.15.1 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.

1.15.2 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.

1.15.3 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 School Board of Duval County, Florida; it being understood such communication initiated by a vendor under these circumstances would not be in the ordinary course of business).

1.16 CONTRACT AGREEMENT:

1.16.1 **Execution of Contract**. Upon award, a Contract will be executed substantially in the form of **Exhibit E.** CONTRACTOR agrees to execute all required forms, including but not limited to the Federal Forms in **Attachment D**.

1.16.2 **Transition Assistance**. In the event the resulting Contract 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 contract. In any event, these services will not be required to continue for a period of time exceeding six (6) months.

1.17 DISCLOSURE OF FORMER DISTRICT EMPLOYEES: Pursuant to District Policy all bidders, proposers, consultants, and CONTRACTORs are required to disclose the names of any of their officers, directors, agents, or employees who serve as agents or principals for the bidder, proposer or CONTRACTOR, and who within the last two (2) years, have been or are employees of the District. And all bidders, proposers, consultants, and CONTRACTORs are required to disclose the name of any District employee who owns, directly or indirectly, any interest in the CONTRACTOR's business. Such disclosures will be in accordance with current District policies, but will include, at a minimum, the name of the former District employee, a list of the positions the employee held in the last two (2) years of his or her employment with the District, and the dates the employee held those positions. By its signature of the Contract, CONTRACTOR will be deemed to have certified to the District that there are no names to disclose to the District pursuant to this section, unless CONTRACTOR provided the names in an addendum to EXHIBIT A (Respondent Profile) when CONTRACTOR submitted its response to the RFQ.

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 Office of Economic Opportunity (OEO) goals**, 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 District's 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) Office of Economic Opportunity Policy and Proposed Schedule of Participation Form **(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 eighty (80) 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 District's operation.
- Job descriptions for administrative staff.

☐ 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 District's 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 District's 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 District's 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 provide adequate space to park school buses when not in use. The CONTRACTOR shall remain compliant with *Jacksonville Ordinance Code* Section 656.411, as amended or transferred from time to time which prohibits parking/location of buses in "off-street parking lots, access to highways, on private property in residential districts" as specified in said Ordinance Code section.

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 District's 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 Contract to vary.

3.0.3 STATUS OF CONTRACTOR:

3.0.3.1 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.

3.0.3.2 Neither CONTRACTOR nor any of its 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.

3.0.3.3 CONTRACTOR represents that: (i) it is duly organized, validly existing and in good standing under the laws of the state of its organization; (ii) it is authorized and in good standing to conduct business in the State of Florida; (iii) it has all necessary power and has received all necessary approvals to execute and perform its obligations in the Contract; and (iv) the individual executing the Contract on behalf of CONTRACTOR is authorized to do so.

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.

3.0.4.2.1 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.
- Rehabilitation Act of 1973, as amended.
- 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
- 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).

Florida Statute 1012.315 will be applied to determine who will be eligible for employment. Additional information is available in **Exhibit C.**

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.

3.0.4.4 CONTRACTOR represents that it has all intellectual property rights necessary to enter into and perform its obligations in the Contract. CONTRACTOR will indemnify and hold harmless the District from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the Contract, including its use by the District. If CONTRACTOR uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties or costs arising from the use of such design, device or materials in any way involved in the work. CONTRACTOR shall defend, indemnify and hold the District and its successors and assigns harmless from and against all third-party claims, suits and proceedings and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) incurred as a result of (i) infringement by CONTRACTOR of any third-party patent, copyright or trademark or (ii) misappropriation by CONTRACTOR of any third-party trade secret in connection with any of the foregoing.

3.0.5 OFFICE OF ECONOMIC OPPORTUNITY:

- Respondents shall take all necessary and reasonable steps to ensure that certified Office of Economic Opportunity (OEO) vendors have an equitable opportunity to compete and perform on this Contract in accordance with the established OEO goal of **5%.** Please be advised that the awarded CONTRACTOR shall be responsible for submitting a monthly Office of Economic Opportunity (OEO) Utilization report (form 5). *{Note the OEO was formerly called MBE for Minority Business Enterprise}*
- All Respondents should complete and return, as a part of this item, the attached Office of Economic Opportunity Policy and Proposed Schedule of Participation Form (Attachment B)
- The OEO directory can be accessed at www.duvalschools.org/oeo —OEO Directories.
- For the purpose of the OEO goals, salaries and benefits of prime CONTRACTOR employees will be excluded. Additionally, fuel costs and fleet acquisition costs will be excluded.
- Failure to meet stated OEO participation goals, failure to submit quarterly good faith efforts reports and/or failure to submit required monthly OEO Utilization report (form 5) 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 –but are not limited to: 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, including, but not limited to those kept by 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 the District, 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.

3.0.7.2.1 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 District's 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
- HR information in the format and timeline requested by the District during the term of the contract.
- Documentation for undeliverable students

3.0.7.3 The CONTRACTOR shall complete and submit all route related information to the District's 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 the 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 For the initial term and any renewals of the Contract, 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.

For subsequent years, the amount of the Performance Bond (or Irrevocable Standby Letter of Credit) shall be calculated annually using the budget estimate for contracted transportation services for the applicable school year. The bond calculation shall use budgeted basic transportation and variable service miles, in addition to estimates for new services, multiplied by the bid price per mile (PPM) if in the first year of the contract; or the PPM adjusted for the change in the CPI index for subsequent years as allowed by Section 1.8 of this RFQ.

A) If by Performance Bond: Throughout the term of the Contract (including any and all renewals), 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

Contract 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 Contract by providing to the District an irrevocable standby letter of credit (the "Letter of Credit") in the amounts set forth in section 3.0.8.2 above. 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, not 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 (iii) 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.

3.0.8.4.1 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.

3.0.8.4.2 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. Accordingly, CONTRACTOR represents and warrants to the District that CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under the Contract on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Contract.

The CONTRACTOR shall take action to ensure that applicants are employed, and that employees are treated during employment without discrimination as set forth above. School Bus Operators and School Bus Monitors employed by CONTRACTOR must have attained the age of 18 years.

The CONTRACTOR shall provide to each employee training prohibiting discrimination and harassment in line with School Board Policy Manual Chapter 10.10. 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 discrimination according to the provisions of subsection A above. School Bus Operators and School Bus Monitors must have attained the age of 18 years.

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. At minimum the following positions shall be <u>separately</u> staffed in addition to operators and monitors:

- Location Manager
- Assistant Location Manager
- Office Manager
- Office staff as needed for payroll, phones, and continual communication with public any time buses are running
- Trip / Charter Coordinator
- Road Supervisor for Accident Response and Safety Issues
- Certified Operator and Monitor Trainers
- Compliance Supervisor for Staff Certification
- Dispatchers (minimum 3)
- Shop/Service Manager
- Mechanics

C. The CONTRACTOR shall provide qualified and capable personnel to the District. The District shall not unreasonably withhold approval of any personnel. If the CONTRACTOR fails to provide qualified and capable personnel as required herein, the Director of Transportation shall issue a notice of breach to the CONTRACTOR, which will require CONTRACTOR's cure of such breach 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 its 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 Human Resources (HR) 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 SUBCONTRACTOR:

The CONTRACTOR shall submit in writing, subject to the prior written approval of the Director of Transportation, its 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.

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 when requested on any route or field trip and/or a second school bus monitor on a special needs route. The second school bus monitor's salary shall be reimbursed by the District at the CONTRACTOR'S step 2 (2nd year) hourly rate for school bus monitors as evidenced by the CONTRACTOR'S collective bargaining agreement for the applicable fiscal year. Currently three (3) rotating monitors are required on non-ESE routes throughout the year to serve as trouble shooters as needed, but the District reserves the right to request additional monitors on a case-by-case basis.

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 <u>SCHOOL BUS OPERATOR/SCHOOL BUS MONITOR CERTIFICATION:</u>

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 and repeat the training every 5 years or at such greater frequency as required by federal, state or local agencies.

The CONTRACTOR shall also be responsible for establishing and maintaining an on-going 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 6A-3.0141, FAC.

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 District's 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 District's Transportation 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 its company safe driver plan/company policy, which shall include the implementation of the District's *Code of Student Conduct*, to the Director of Transportation or designee prior to transporting District 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 the Omnibus Transportation Employees Testing Act: 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's *Safe Driver Plan* **(Exhibit C)** in matters of employment and continued employment. In the event of conflict between the CONTRACTOR and the District's 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., safety vest, accompanied by a plain colored, collar shirt with or without a company logo, solid color shorts or slacks, and enclosed footwear (leather or rubber soled), and no sandals). All shorts, skirts and dresses shall be no less than fingertip length. The CONTRACTOR 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 District 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 3.0.4.3 above.

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

3.0.14.4 Use of any wireless and / or communication device is prohibited while actively driving and on duty; which includes, but is not limited to, any time the vehicle is in motion, passengers are loading and unloading, while the bus is waiting at bus stops, traffic control devices, school loading zones and construction impairments. Cellular telephone use by the school bus operator and school bus monitor shall be restricted to emergency use only if the bus is pulled safely off the road and in the case of the school bus operator, positioned in the stairwell or behind the standee line.

3.0.14.5 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).

3.0.14.6 The school bus operator/school bus monitor shall control students and require order and good behavior by all students being transported on school buses; it being understood that the CONTRACTOR's personnel are obligated to properly implement the District's *Code of Student*

Conduct. The CONTRACTOR further agrees to require its bus operators and school bus monitors, and supervisory personnel, to undergo District training as scheduled from time to time for the District's *Code of Student Conduct*, as well as implement any District initiatives to manage student conduct (including but not limited to, positive behavior support or similar initiatives).

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

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

3.0.14.9 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 as it pertains to School Bus Operator and School Bus Monitor Standard of Conduct. Lack of knowledge by the CONTRACTOR and CONTRACTOR staff shall in no way be a cause for relief from responsibility.

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's 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 term of this Contract and during the post-Contract period the CONTRACTOR is required to maintain Contract records.

3.0.17 **SUBSTITUTIONS:**

Substitutions of prior approved buses, personnel, equipment and materials are permitted only with the prior approval of the District's 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. The District's 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 its 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 the District's Transportation staff, the school bus operator shall continuously monitor his/her 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 District 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 District's 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 District's Transportation Department before and after school hours, holidays and weekends. A 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 afterhours. Refer to 3.0.9.2 for personnel requirement.

3.0.19.5 On days when school is in session and while buses are in operation; the CONTRACTOR or its 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 District's 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.

3.0.19.9 Notwithstanding anything to the contrary herein, CONTRACTOR shall not use the District's name, logo or other likeness in any public event, press release, marketing materials or other public announcement without receiving the District's prior written approval. CONTRACTOR shall not host or stage events at District locations without receiving prior approval by the District contract administrator.

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) 390-2008
Attn: Paul A. Soares

With copy to:
Office of General Counsel
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:
Assistant Superintendent of Operations
1701 Prudential Dr., 5th Floor
Duval County Public 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.

3.0.21 **TIME OF THE ESSENCE:** Time shall be of the essence as to all provisions of the Contract.

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. The CONTRACTOR's doing business with the District shall not exempt CONTRACTOR from paying sales tax to its suppliers for materials to fulfill contractual obligations with the District, nor shall 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. The District may withhold its consent in its sole discretion.

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 District's 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 District's 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 <u>CANCELLATION OF AWARD/TERMINATION:</u>

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 after the District's initial notice 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 three hundred (300) 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 the District's 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 the CONTRACTOR being debarred from future solicitations pursuant to School Board Policy 7.70.

3.1.4.4 FORCE MAJEURE: Whenever the CONTRACTOR'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 CONTRACTOR to promptly send written notice to the District's Director of Purchasing Services, 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 CONTRACTOR will be given written notification of all decisions made. The decision of the District shall be final, and the District's objective will be a solution that is mutually beneficial.

3.1.4.5 Notwithstanding anything to the contrary herein, each payment obligation of the District created by the Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of services. If such funds are not allocated and available, the Contract may be terminated by the District at the end of the period for which funds are available. The District shall notify the CONTRACTOR at the earliest possible time before such termination. No penalty shall accrue to the District in the event this provision is exercised, and the District shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

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 and fail to cure the default, then the CONTRACTOR 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; it being understood that the CONTRACTOR agrees to this remedy in order for the District to continuously provide student transportation services. 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. Further, the CONTRACTOR consents and agrees that the District shall have all remedies available to it, including that the District shall be entitled to obtain immediate injunctive relief or other equitable relief to enforce and implement the provisions of this section, it being expressly agreed that in the event of a breach of the Contract necessitating the implementation of this section, the District would have no other adequate remedy at law.

3.1.6 SEVERABILITY; SURVIVAL; 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.

The provisions in this RFQ and all contract documents, which by their nature are intended to survive the expiration, cancellation or termination of the Contract, including, by way of example only, the Indemnification, Insurance, and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Contract.

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 Contract.

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 The School Board of Duval County, Florida, 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 The School Board of Duval County, Florida, 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 not be less than:

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

(d) The CONTRACTOR(S) may be relieved of providing Workers' Compensation coverage provided an exemption form is submitted from the State of Florida Division of Workers Compensation stating the CONTRACTOR is exempt from insurance requirement under F.S.440.

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 Contract.

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 not be less than:

$1,000,000	General Aggregate
$1,000,000	Products/Completed Operations Aggregate
$1,000,000	Personal and Advertising Injury
$1,000,000	Each Occurrence

(c) The CONTRACTOR **shall** include The School Board of Duval County, Florida, and its 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 The School Board of Duval County, Florida, and its 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 Contract, 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 The School Board of Duval County, Florida, and its member, official, officer or employee any such deductible or self-insured retention applicable to a claim against The School Board of Duval County, Florida or its member, official, officer or employee for which The School Board of Duval County, Florida, and its 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 Contract.

(b) The School Board of Duval County, Florida, and its 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 The School Board of Duval County, Florida, and its 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 not be less than:

$1,000,000 Each Occurrence -Bodily Injury and Property Damage Combined.

4. **Professional Liability**. The professional liability insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

(a) The professional liability insurance shall be on a form acceptable to the District and

shall apply to those claims which arise out of Services performed by or on behalf of the vendor/CONTRACTOR pursuant to this Contract which are first reported to the vendor/CONTRACTOR within four years after the expiration or termination of this Contract.

(b) If the insurance maintained by the CONTRACTOR also applies to services other than Services under this Contract, the minimum limits of insurance maintained by the vendor/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate. If the insurance maintained by the vendor/CONTRACTOR applies exclusively to the Services under this Contract, the minimum limits of insurance maintained by the vendor/CONTRACTOR shall not be less than $1,000,000 per claim/annual aggregate.

(c) Except as otherwise specifically authorized in this Contract, the insurance may be subject to a deductible not to exceed $15,000 per claim.

(d) The CONTRACTOR shall maintain the professional liability insurance until the end of the term of this Contract. Through the use of an extended discovery period or otherwise, the insurance shall apply to those claims which arise out of professional services, prior to the expiration or termination of this Contract which are reported to the vendor/CONTRACTOR or the insurer within four years after the expiration or termination of this Contract.

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 Contract by the District and shall be maintained in force throughout the term of this Contract. 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 the District 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 the District, 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 the District, identify this Contract, and provide that the District shall be given no less than thirty (30) days' written notice prior to cancellation.

2. As evidence of the required Additional Insured status for the District on the Commercial General Liability insurance, the CONTRACTOR shall furnish the District 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 The School Board of Duval County, Florida and its 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 Contract, the CONTRACTOR shall provide the District 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 District, if requested by the District, the CONTRACTOR shall, within thirty (30) days after receipt of a written request from the District, provide the District with a certified copy or certified copies of the policy or policies providing the coverage required by this Section.

5. 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 Contract.

B. Qualification of the CONTRACTOR's Insurers

1. Insurers providing the insurance required by this Contract 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 Contract, 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 the District 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 the District, the CONTRACTOR shall be in default of this Contract.

C. The CONTRACTOR's Insurance Primary and Non-Contributory. The insurance provided by the CONTRACTOR pursuant to this Contract shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by The School Board of Duval County, Florida and its member, official, officer or employee.

D. The CONTRACTOR's Insurance As Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the CONTRACTOR, or its SUBCONTRACTORs or SUB-SUBCONTRACTORs, employees or agents to The School Board of Duval County, Florida or others. Any remedy provided to The School Board of Duval County, Florida and its members, officials, officers or employees by the insurance shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

E. No Waiver by the District Approval/Disapproval. Neither approval by the District 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 Contract.

NOTICE: Proof of the above required insurances must be provided by the CONTRACTOR prior to award by the District. Failure to provide the required proof of insurances may result in recommendation for award to an alternate CONTRACTOR.

3.1.8 INDEMNIFICATION/HOLD HARMLESS AGREEMENT

3.1.8.1 The CONTRACTOR shall, in addition to any other obligation to indemnify The School Board of Duval County, Florida 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 bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting 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 CONTRACTOR, 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 violation of law, statute, ordinance, governmental administration order, rule or regulation by the CONTRACTOR in the performance of the work; or liens, claims or actions made by the CONTRACTOR or any SUBCONTRACTOR or other party performing the work.

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 CONTRACTOR or any SUBCONTRACTOR under workers' compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the District to enforce this Contract shall be borne by the CONTRACTOR.

The CONTRACTOR recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS ($10.00) payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of the Contract.

Nothing herein shall be deemed that the District alters, limits, waives, or expands the provisions and limitations of section 768.28, Florida Statutes. Except as otherwise provided by Florida Law, neither the execution of the Contract by the District nor any other conduct, action or inaction of any District representative relating to the Contract is a waiver of sovereign immunity by the District.

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 one-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 5,000 gallons per Contract 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.

Additional fuel allocation reconciliations may be made at the discretion of the District's 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).

3.1.11 <u>CONTRACTOR COMPENSATION:</u>

3.1.11.1 In consideration for services rendered hereunder, the District shall pay to the CONTRACTOR for the Services as set forth in the Contract documents; in no case 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 agreements. The District shall pay to the CONTRACTOR all sums due for services rendered as 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 its 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 District's Transportation Business office.

E. The CONTRACTOR shall submit to the District's 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.

F. 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").

G. 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.

H. 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.

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

J. The District's Transportation Business office shall approve the invoice for payment including any adjustments.

K. The CONTRACTOR shall be aware there is an adjustment process for discrepancies between the route mileage submitted and the mileage established by the District.

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

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

N. 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 District's Director of Transportation or his/her designee at fair market value as outlined in **Exhibit A** and defined in 1.3.7.

H. The CONTRACTOR shall invoice for Summer Program Transportation Services at the contracted cost per mile as defined in 1.3.8.

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. 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. Compensation for Mileage Minimum; The CONTRACTOR shall always be paid a minimum mileage in any given contract year that is at least equivalent to the Five Year Average Mileage of the GSA 3 contract at the time of this contract's award (e.g., average mileage over the 2013-18-time period for the GSA 3 contract). The mileage comparison in any future year will always be back to this Five Year Average Mileage at the time of award. In conjunction with the final billing cycle for the Contract Year, a reconciliation of the annual mileage paid shall be completed by the Transportation Business office. The mileage calculation will be completed on basic transportation service miles and will not include any variable, supplemental, or summer program miles as defined in sections 1.3.5, 1.3.6, 1.3.7, and Exhibit A. Any adjustment needed, for not meeting the minimum mileage requirement, would be made using the price per mile of the year that the specific mileage was incurred in. For example, if a minimum mileage adjustment was needed for the 2019-20 contract year, then the 2019-20 PPM rate would be used for that specific minimum mileage adjustment calculation, and not the 2020-21 PPM rate even if the adjustment is actually paid in 2020-21.

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, changes in bell schedules, loss of ridership, optimization measures, or any other reason; then adjustments shall be made accordingly on the next compensation cycle and annual mileage reconciliation shall be completed in accordance with Section 3.11.6.B above.

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 reserves the right to increase the number of routes during the term of the Contract, with reasonable prior written notice to CONTRACTOR of the anticipated date of increase.

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.

The District's 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 District's Director of Transportation.

If no resolution is reached, then such matter shall be reviewed by the Assistant Superintendent, Operations, whose determination shall be final.

3.1.12 <u>COLLECTION OF FLORIDA EDUCATION FUNDING PROGRAM (FEFP) DATA:</u>

A. The FEFP data collection is the lifeblood of the District's receipt of State funding for transportation services. The importance of accurate and properly documented census data cannot be over- emphasized.

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 District's 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 generally occurs four (4) times per year or as prescribed by the Florida Department of Education (FDOE). The FDOE 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 District Transportation Department FEFP workshops and augment staff at the discretion of the District's Transportation Director to facilitate accurate and timely 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.

F. CONTRACTOR understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. CONTRACTOR further agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. § 99. CONTRACTOR shall regard all student information as confidential and will not disclose the student information to any third party. CONTRACTOR agrees to develop, implement, maintain and use appropriate administrative, technical or physical security measures to the full extent required by FERPA in order to maintain the confidentiality of "education records" as that term is defined by FERPA.

3.1.13 <u>BUS FLEET INVENTORY:</u>

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, a minimum fifty percent (50%) of non-lift buses in the GSA shall be seventy-seven (77) capacity or larger.

For example, in a two hundred (200) route contract where one hundred fifty (150) buses are non-lift and fifty (50) are lift buses, the requirement would be fifty percent (50%) of the one hundred fifty (150) or seventy-five (75), seventy-seven (77) capacity or larger non-lift buses to meet the requirement.

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

- Factory installed air-conditioning or equivalent
- 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 a minimum of 5 tie-down (wheelchair) positions. The track in all 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.

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 District's Transportation Department and an approved inspection agency prior to transporting District 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.

G. The District retains the right to assign specific buses to certain routes based on ridership needs or other factors as needed and shall request re-assignment of such equipment, available per Contract requirements, (i.e the District may request a 77 capacity bus to be assigned to a route where the manager has assigned a 65 capacity bus).

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 District's 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 District's Director of Transportation of 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.

D. Any new replacement buses (body built date of 2019 and newer) shall be equipped with lap/shoulder belts for all passenger seating positions in accordance with Federal Motor Vehicle Safety Standard 222.

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 a minimum of 5 tie-down (wheelchair) positions. The track in all 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 District's Director of Transportation must approve in advance 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 <u>BUS EQUIPMENT:</u>

Buses shall be equipped, at a minimum, with the District and State-approved safety equipment and the following:

3.1.14.1 <u>Bus Radio</u>:

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.

3.1.14.2 <u>Cameras:</u>

The CONTRACTOR shall purchase, install and maintain at a minimum, a fully active, four (4) camera head digital recording system with a minimum hard drive memory capacity to allow for a minimum of 30 days of retrievable data and wide angle lenses on one hundred percent (100%) of the buses, including back-up buses.

The four (4) 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, and outside area in front and/or side of the bus. 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 District's Director of Transportation, on each bus with an installed camera system stating that occupants are subject to audio and video recording.

3.1.14.3 EVAC-AID Evacuation Blanket:

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

3.1.14.4 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.

Note: The District reserves the right to select the GPS vendor so that it aligns with District initiatives.

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 (.xlsx, 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. A login to the GPS system shall be provided to Transportation staff as required.

3.1.14.5 Air Conditioning:

(A) All vehicles placed into service during the term of the Contract shall be equipped with factory installed, or equivalent air conditioning.

3.1.14.6 New and/or Additional Equipment

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 Contract 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.

3.1.15 BUS NUMBERING AND LETTERING:

3.1.15.1 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.

3.1.15.2 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.

3.1.15.3 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.

3.1.15.4 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 or covering the existing route number near the service door using a route changing sign or a magnetic sign. 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.

3.1.15.5 The CONTRACTOR shall display its 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.

3.1.15.6 The CONTRACTOR has two options for displaying District identification:

Option 1: Place on the left and right front lower body panels a District 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 DCPS" or "In Service to Duval County Public Schools" (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.**

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

3.1.15.8 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. The remaining 40% may be retained by the CONTRACTOR to cover CONTRACTOR costs as a result of the advertisement, no additional compensation will be provided by the district for costs associated with performing any advertising. The district does not have active plans to perform advertising on school buses at this time, but reserves the right to move forward with advertising at its sole discretion. No stickers or other unauthorized items shall be affixed to the interior or exterior of buses.

3.1.15.9 The Florida specification standard reflective marking package will be present on all buses.

3.1.16 BUS INSPECTIONS:

3.1.16.1 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 District 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 in advance by the District's Director of Transportation in writing.

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

3.1.16.2 Non-Scheduled Inspections:

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

B. Any bus inspected in accordance with **3.1.16.2 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 **3.1.16.1 A**.

3.1.16.3 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 (2) or more consecutive inspections for the same item may be removed from service at the discretion of the District's Director of Transportation.

C. The CONTRACTOR shall ensure that a pre-trip 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 pre-trip inspection must be kept on bus at all times.

3.1.16.4 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 District's 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.

3.1.16.5 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. This price is subject to change at the discretion of the City during the Term (including any renewals) of the Contract.

3.1.17 BUS FLEET MAINTENANCE:

The CONTRACTOR shall adhere to the following maintenance requirements:

3.1.17.1 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.

3.1.17.2 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.

3.1.17.3 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.

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

3.1.17.5 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)

3.1.17.6 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.

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

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

3.1.17.9 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.

3.1.18 RETIRING BUSES:

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

3.1.18.2 When a school bus is retired from service from the District, at no time shall the same inside bus number be used on any other bus.

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

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 District's 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 its company policy for transportation workplace drug and alcohol testing program prior to beginning service for the District.

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 District's Transportation Certification office.

3.2.3.2 Right to Search:

A. Upon reasonable suspicion, the District's 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 District 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 District 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 his/her 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 District 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 District's 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 prior written approval of District Transportation staff. New or altered route schedules shall be submitted to the District's 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 District's 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 <u>ROUTING - REGULAR, MAGNET, AND SPECIAL PROGRAMS:</u>

The District shall be responsible for establishing bus stops and approval of directions taken by school bus operators between stops. The District's 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 prior written approval of District 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 its 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 District's 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 District's 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 1.3.21 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 District 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 an electronic system to ensure that there are no students are remaining on the bus. The CONTRACTOR shall immediately notify the school, District Transportation staff and parent in the event that a student is left on the bus. The system shall be pre-approved by the District's 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 prior written approval of District 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 and staff shall assist with any District mapping and routing issues as needed.

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

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

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

Y. 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.

Z. 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 <u>RIDERSHIP NOTIFICATION:</u>

3.2.7.1 The CONTRACTOR shall notify the District's 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 District's 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 obligated to properly implement the *District's 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, District 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 District 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 *District's 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. In the case of an accident/incident involving a special needs route which delays the route by more than 15 minutes, parents/guardian shall be notified.

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 District Transportation staff immediately.

C. The CONTRACTOR shall provide any required documentation of an accident/incident to the District 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 District Transportation Operations staff and maintained by the CONTRACTOR for audit purposes.

B. The CONTRACTOR shall submit in writing to the District Transportation Operations office safety concerns that cannot be corrected within its 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 District's 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 District's Transportation 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 6A-3.0141, FAC.

DUVAL COUNTY
PUBLIC SCHOOLS

INVITATION TO BID

www.duvalschools.org/purchasing

September 5, 2018

Buyer: **Louis Mitchum** **Phone:** 904-858-4859
Bid Number: **RFQ/ITB-008-19/LM**

Bid Title: **STUDENT TRANSPORTATION SERVICES – GSA 3**

Term of Bid: The initial term of the contract will be for (5) years through July 31,2024.

Opening: **Thursday, October 25th, 2018 at 2:00 p.m.** Bids received prior to this 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** / 1701 Prudential Drive, **Suite 322** / Jacksonville FL 32207

Special Requirements: There will be an Information conference held on Monday, September 24, 2018 at 9:00 a.m. 129 King Street, Jacksonville, FL.

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. I certify that I am authorized to obligate on behalf of the bidder and that the address shown on this form is the company's principal place of business.
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 _____ (Initial) **or** ACH _____ (Initial)

Delivery can be made within _____ calendar days after receipt of order.

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 materials or 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 materials similar in nature to those materials 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 even though he/she may feel that he/she has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. 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. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. OR ACCEPTABLE SUBSTITUTION: Even though a particular manufacturer's name or brand is specified, bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which he/she is bidding, and shall supply a sample or sufficient data in detail to enable an informed comparison to be made with the particular brand or manufacturer specified. All samples shall be submitted in accordance with procedures outlined in paragraph on SAMPLES. Catalog cuts and technical descriptive data shall be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of bid.

6. DEVIATIONS FROM SPECIFICATIONS: In addition to the requirements of paragraph 5, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to Duval County Public Schools to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and or equipment when delivered.

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product of a particular manufacture, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as being for the exact brand, model, or manufacture specified, together with all accessories, qualities, tolerances, composition, etc., enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with the bid, the successful contractor, after award and before manufacture or shipment, may be required to submit working drawings or detailed descriptive data sufficient to enable Duval County Public Schools to judge if each requirement of the specifications is being met.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by Duval County Public Schools until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Sample on which bidders are unsuccessful must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted.

Duval County Public Schools will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. Duval County Public Schools reserves the right to consume any or all samples for testing purposes.

Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.

All sample packages shall be marked "Sample for Purchasing Services" and each sample shall bear the name of the bidder, item number, bid number and shall be carefully tagged or marked in a substantial manner. Failure to the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: The successful bidder on this bid must furnish a performance bond if indicated on the bid cover, made out to Duval County Public Schools, prepared on an approved form, as security for the faithful performance of his/her contract within ten days of his/her notification that his/her bid has been accepted. The surety thereon must be such surety company or companies 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 or bidders upon failure or refusal to furnish within ten days after his/her notification the required performance bond, shall pay to Duval County Public Schools as liquidated damages for each failure or refusal an amount in cash equal to the security deposited with his/her bid.

10. GUARANTEE: The contractor shall unconditionally guarantee the materials and workmanship on all equipment furnished by him/her for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of Duval County Public Schools are due to faulty design and installation, workmanship, or materials, upon ratification, the contractor, at his/her expense, shall repair or adjust the equipment or parts to correct the condition, or he/she shall replace the part or entire unit to the complete satisfaction of Duval County Public Schools. These repairs, replacements or adjustments shall be made only at such times as will be designated by Duval County Public Schools as least detrimental to the operation of Duval County Public Schools business.

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

12. 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.

13. 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.

14. All bid responses are to be submitted in typewritten form or submitted in ink. Responses received in pencil **will not** be accepted.

15. LOCAL PREFERENCE: When the lowest bid for printing services or for personal property is submitted by a firm whose principal place of business is outside of the State of Florida, a minimum five percent (5%) preference shall be given to bids submitted by firms whose principal place of business is within the State of Florida. If the state or political subdivision within which the out-of-state firm has its principal place of business maintains a local preference, the preference given to bidders from the State of Florida shall be of an equal percentage.

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.

Name	Title or Position	Date of Filing

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 are to be delivered to Duval County Public Schools, Purchasing Services, 1701 Prudential Drive, Suite 322, Jacksonville, Florida 32207. Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk. For bids delivered in person, it is the responsibility of the deliverer to obtain a delivery receipt from the Purchasing Services staff person who has received the bid. **Late bids are not considered** and will be returned unopened. Official time for the purpose of bid opening, will be calibrated using http://www.timeanddate.com/worldclock/results.html?query=jacksonville.

********** **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

For Award Recommendation, refer to Special Condition titled "Posting of Bid Recommendation".
Bid Tabulation will be posted on the web after contract award has been made.
www.duvalschools.org/purchasing

Bid results or award recommendations will not be given by telephone.

POSTING OF BID TABULATIONS

Bid tabulations will be posted at Duval County Public Schools, Purchasing Services Department, 1701 Prudential Drive, Suite 322, Jacksonville, FL 32207. **Awarded vendors will receive an official Notification of Award letter after the Board has taken action.**

AUTHORITY TO RESOLVE PROTESTED SOLICITATIONS AND AWARDS

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, 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 five (5) 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.

Bid No. RFQ/ITB-008-19/LM

TRANSPORTATION SERVICES GSA-3
Opening Date: October 25th, 2018

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
1701 Prudential Drive, Suite 322
Jacksonville, Florida 32207

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) 3. The initial term of the contract will be for (5) years through July 31,2024.

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 discount 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 Economic Opportunity;
   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 Louis Mitchum in Purchasing Services, via email at mitchuml@duvalschools.org placing this bid number (RFQ/ITB–008-19/LM) in the subject header. Deadline for questions shall be 2:00 p.m. ET on **September 28th, 2018**. 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. **PAYMENT TERMS:** Payments will be made in accordance with Florida Statutes 218.174, also known as the Local Government Prompt Payment Act.

8. **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.

9. **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.

10. **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 3 (Mandarin/Southside)

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 3.1.11.6.B of the RFQ).

GSA 3 – Mandarin/Southside
Current Approx. 2,250,648 miles

$_____	_____
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