

CONTRACT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
PALM BEACH METRO TRANSPORTATION, LLC

This contract entered into this 31st day of July 2005, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and Palm Beach Metro Transportation, LLC located at 1700 Florida Mango Road West Palm Beach, FL 33409, (hereinafter referred to as the "Contractor") to provide Transportation Services for Special Needs / Disabled Students servicing the Palm Beach County Area. Currently the District is servicing approximately 50 to 75 students on a daily basis. This number is only an estimate and is subject to change (increase/decrease) based upon the needs of the District.

SECTION I - Term of Contract

This contract shall be for the period from July 31, 2005 through July 30, 2006.

SECTION II – Service Specifications

1. The Contractor shall provide student transportation services in compliance with the specifications as outlined in this Section II, Service Specifications and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. Student transportation services shall be provided in compliance with the following provisions:
 - a. Transportation service for special needs / disabled students shall be provided from the student's official pickup point, to the student's assigned school (AM TRIP) and returned from the student's assigned school (PM TRIP), to the student's official drop-off point (PM TRIP). Any changes must be approved by the Transportation Department.
 - b. Special needs are defined as wheelchair and stretcher assistance, supervision in entering and exiting a vehicle, and/or accompanying a student to/from the door of student's residences. Eligible students shall be those identified by an appropriate Individualized Education Program (IEP) or other specialized plan, developed by knowledgeable District personnel. Contractor shall accommodate the special needs of the students being transported as outlined in each student's IEP or specialized plan. In addition, attendants shall be provided upon request to provide adequate care and supervision of students requiring such, as indicated by a student's IEP or specialized plan contractor and employee/subcontractors must adhere to student confidentiality requirements at all times.
 - c. The Contractor would be required to provide appropriately trained attendants on an as needed basis.
 - d. If at any time an employee of Contractor is aware of or suspects that child abuse or neglect has occurred, as defined in Florida Statute, Chapter 39, Proceedings Relating to Children, that employee is required to immediately report such known or suspected abuse or neglect to the

Department of Health and Rehabilitative Services by calling the Central Abuse Registry telephone number (1-800-962-2873), or by fax number (1-800-914-0004). Failure of the Contractor to immediately report such shall constitute breach of contract and may result in termination.

- e. The Contractor shall be knowledgeable in disabled student transportation policies and procedures in compliance with Florida Statutes, Chapter 234, Transportation of School Children and The Individuals with Disabilities Education Act (IDEA) and ensure that all personnel providing these services are trained regarding these policies and procedures. A copy of Contractor's policies and procedures and employee training program for disabled student transportation services shall be submitted to the Transportation Department before service can commence. Any additional training involving student transportation may be requested at the School District's discretion. Students traveling with an attendant shall to be seated near the attendant for supervisory and safety purposes.
- f. Vehicles shall not be left unattended at any time when students are on board.
- g. The Contractor shall observe proper and safe practices for loading and unloading passengers.
- h. The Contractor will be responsible for obtaining any and all necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.
- i. The Contractor must notify the school contact, parents and the transportation department whenever an accident/incident, student disruption, medical emergency, suspected abuse, etc., and any other safety and health matters delaying arrivals by more than twenty (20) minutes.
- j. The Contractor must be always available by telephone and/or (cell phone) to communicate with personnel in the transportation department, school, parents, nursing personnel and/or students.
- k. The Contractor shall be required to make "dry runs" for all new students to determine time and distance, meet parents and students, and to coordinate student scheduling before service commences.
- l. The District, as required, will provide safety vests and child safety restraint systems on an as needed basis for students.
- m. The District may require taxi service for students at a per mile/meter rate schedule. The District requires that this type of service shall not be subcontracted for health and safety reasons. Additionally, while students are being transported, only the student(s) and required attendant shall be in the vehicle with the driver.

2. **Vehicle Requirements:**

- a. All vehicles used and employed by the contractor in the performance of this contract shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all vehicles shall be on-going at all times and documentation of this program shall be provided to the District's Transportation Department at all times upon request. Vehicles must be clearly identified with the contractor's company logo at all times.
- b. All vehicles shall be equipped with seat belts and Occupant Safety Restraint Systems, as required. Vehicles that are utilized to provide wheelchair services shall be equipped with a four-point tie-down system, and lap/shoulder occupant restraint system, which is forward facing and mechanical lifts or ramps.

- c. All vehicles shall be air-conditioned, adequately heated and ventilated and shall be equipped with a first-aid kit. The first-aid kit must be kept current and supplied.
- d. The vehicle driver shall check the brakes, horns, tires, steering apparatus, emergency doors, lights and all other equipment before each morning and afternoon route to determine that they are in good operating condition, and documentation of this program shall be provided to the District's Transportation Department upon request.
- e. The District may inspect any vehicle used and employed by the Contractor in the performance of this contract for all conditions specified herein without advance notice.

3. Driving Personnel:

- a. All individuals riding in vehicles being used to provide transportation service at the time students are being transported shall be an employee of, or Contracted by, the Contractor. These individuals shall have received clearance from the District through fingerprinting and security checks, and be issued a VENDOR ID badge by the District. The cost is estimated at \$84 per person, subject to change, and shall be paid to the School District by the Contractor or the Contractor's employee. Fees associated with this process are determined by the Florida Department of Law Enforcement and the FBI and are subject to change at any time. All increases in fees shall be the responsibility of the successful vendor. It shall be the responsibility of the Contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board of Palm Beach Policy that in any manner affect the services covered herein which apply. Specifically, no personnel will be provided to the District who has charges pending and/or conviction involving any offenses listed in Chapter 435, Florida Statutes. Failure to comply may result in the immediate termination of the Contractors contract at the sole discretion of the School District. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.
- b. Individuals assigned to drive vehicles while students are being transported shall be licensed by the Florida State Department of Highway Safety and Motor Vehicle and is the Contractors responsibility.
- c. Driving personnel and all attendants shall not smoke or carry lighted tobacco or like smoking products when operating vehicles used to transport students.
- d. Driving personnel and all attendants will not use obscene language. Driving personnel and all attendants shall be neat, clean, and appropriately dressed at all times and properly identified with company logoed uniform and photo ID at all times. Shorts, tank tops, and net shirts shall not be worn. All drivers must wear enclosed shoes appropriate for driving.
- e. Contractor shall have a written drug-free workplace policy and must be provided to the Transportation Department prior to the contract commencing. This policy shall include pre-employment testing and testing for drivers with reasonable cause to suspect drug use. Driving personnel and all attendants who test positive for use of controlled substances, and do not have a current, valid, personal prescription for the use of the drug shall be permanently excluded from transporting students.
- f. No unauthorized personnel or riders not covered under this contract shall be allowed on any vehicle being used during the transportation of students.
- g. Driving personnel / attendants shall be able to communicate fluently in English for safety reasons.

4. Late / Delayed Vehicles:

- a. The Contractor must notify parents / schools if a vehicle will be delayed by more than 20 minutes.

SECTION III - Cost of Services

The Contractor shall be paid for services as a charge per trip, per student, with an attendant, as specified, or without an attendant, to transport students requiring Ambulatory Services, Stairchair, Stretcher or Wheelchair and Taxi Service, as specified by the students' IEP or specialized plan as noted in Attachment (A), Contracted Rate Schedule for contracted services rendered for the School Board of Palm Beach County. The Contractor will be compensated for the delivery of students for each ¼ hour of wait-time in excess of the first (15) fifteen minutes, as provided by the Contractor, only if the School District Transportation Department is properly notified upon each occurrence.

The School District Transportation Department will be required to notify Palm Beach Metro Transportation, LLC (1) week (7 calendar days) in advance of any student cancellations to avoid trip charges.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived there from by the Contractor.

Included in this Agreement are the terms and conditions as negotiated, with the Contractor, which are incorporated by reference herein and made a part hereof.

SECTION V - Insurance

Insurance will be required and the School Board of Palm Beach County shall be named as additional insured. Proof of the following insurance will be required to be furnished by the Contractor to the School District of Palm Beach County by Certificate of Insurance.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County's Purchasing Department, ATTN: Pete Pest, Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMMERCIAL GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**
The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.
3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

Palm Beach Metro Transportation, LLC. (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, Palm Beach Metro Transportation, LLC. (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to attorney's fees and court costs.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section VIII

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written

Palm Beach Metro Transportation, LLC

THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA

BY: [Signature]
PRESIDENT

BY: [Signature]
Tom Lynch, Chairman

WITNESS: [Signature]

5/18/05
Date

WITNESS: [Signature]


Attest: [Signature]
Arthur C. Johnson, Superintendent

Reviewed and Approved for Form and Legal Sufficiency:

DATE: 3/18/05

BY: [Signature]
Attorney

CONTRACTED RATE SCHEDULE

Item No.	Description of Services	Less than 10 miles per trip	10 – 20 miles per trip	Over 20 miles per trip
1	Ambulatory Services			
	a. Charge per trip, per student, to transport students requiring ambulatory services with an assistant, as specified by the student's IEP or specialized plan.	\$ <u>65.⁰⁰</u>	\$ <u>75.⁰⁰</u>	\$ <u>90.⁰⁰</u>
	b. Charge per trip, per student, to transport students requiring ambulatory services without an assistant.	\$ <u>45.⁰⁰</u>	\$ <u>55.⁰⁰</u>	\$ <u>70.⁰⁰</u>
2	Stairchair Services ~ CURRENTLY NOT APPLICABLE 			
	a. Charge per trip, per student, to transport students requiring stairchair services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring stairchair services without an assistant.	\$ _____	\$ _____	\$ _____

Contractor: 

CONTRACTED RATE SCHEDULE

Item No.	Description of Services	Less than 10 miles per trip	10 – 20 miles per trip	Over 20 miles per trip
3	Stretcher Services <i>CURRENTLY NOT APPLICABLE</i>			
	a. Charge per trip, per student, to transport students requiring stretcher services with an assistant, as specified by the student's IEP or specialized plan.	\$ _____	\$ _____	\$ _____
	b. Charge per trip, per student, to transport students requiring stretcher services without an assistant.	\$ _____	\$ _____	\$ _____
4	Wheelchair Services			
	a. Charge per trip, per student, to transport students requiring wheelchair services with an assistant, as specified by the student's IEP or specialized plan.	\$ <u>70.⁰⁰</u>	\$ <u>80.⁰⁰</u>	\$ <u>100.⁰⁰</u>
	b. Charge per trip, per student, to transport students requiring wheelchair services without an assistant.	\$ <u>50.⁰⁰</u>	\$ <u>60.⁰⁰</u>	\$ <u>80.⁰⁰</u>

Contractor: *James Hove*

CONTRACTED RATE SCHEDULE

Attachment A

Wait-time Cost Break Down applicable to A.M. and/or P.M. pickups deliveries

After First 15 minutes \$ _10.00_____

30 minutes \$ _10.00_____

45 minutes \$ _10.00_____

60 minutes \$ _10.00_____

Taxi Cab Service – This service is based upon an as-needed flex schedule basis to include weekends and after-school hours. **The District requires this type of service shall not be a subcontracted service.**

Will contractor provide yes no

Rate for Palm Beach County ~~\$0.00~~ per mile/meter rate.

H 2.50
[Signature]

Variances: _____

Contractor: *[Signature]*

DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their contract certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Palm Beach Metro Transportation LLC
COMPANY NAME

[Signature]
CONTRACTOR'S SIGNATURE
PRESIDENT

Must be executed and returned with attached contract.

PBSD 0580 New 3/91