

**AGREEMENT FOR THE TRANSPORTATION OF STUDENTS
BETWEEN THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA,
AND STUDENT TRANSPORTATION OF AMERICA, INC.**

This Agreement for the Transportation of Students (the "Contract"), is made and entered into effective March 15, 2017 (the "Effective Date"), and is by and between The School Board of Santa Rosa County, Florida, operating a district school system in the State of Florida (the "District"), and Student Transportation of America, Inc., a Delaware corporation authorized to transact business in Florida (the "Contractor").

WITNESSETH:

WHEREAS, the District issued RFP 18-01 dated December 19, 2017, together with Addendum No. 1 dated February 6, 2018, and Field Trip Memo, dated August 4, 2017, obtaining the credentials of prospective providers (all collectively the "RFP").

WHEREAS, the Contractor subsequently submitted its qualifications and bid based on the scope set forth in the RFP ("Contractor's Proposal") and Contractor was one of two respondents.

WHEREAS, pursuant to these negotiations with potential transportation providers, the District and the Contractor agree to utilize the contract terms set forth in the RFP and the Contractor's Proposal as submitted pursuant to the RFP, all of which are incorporated herein by reference, and attached as Exhibit A, except as specifically amended herein, as well as the terms set forth in the attached Exhibit B. For clarity, to the extent that any terms herein conflict with the terms of the RFP and/or Contractor's Proposal, the terms herein shall prevail.

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 and the Contractor is deemed to be a responsive and responsible bidder.

WHEREAS, the District is seeking service commencing with the 2018-2019 school year according to the provisions of the RFP, Contractor Proposal, and all terms herein.

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 RFP, Contractor Proposal, and as set forth herein, 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 Santa Rosa County.

**ARTICLE II
COMMENCEMENT AND RENEWAL**

Section "Term of Contract," of the RFP is deleted in its entirety and replaced with the following:

The term of the resultant contract will be for five (5) years and shall commence on July 1, 2018 and shall remain in effect until June 30, 2023 unless terminated, canceled, or extended as otherwise provided herein. Either party may cancel the contract, without reason, with written notification. Cancellation must be in writing and received two hundred and seventy (270) days prior to June 30th of each contract year. Silence from both parties will be considered as acceptance for another contract year at the same terms and conditions. This condition is not to preclude providing the lowest possible price based on current economic conditions. If economic conditions warrant a change in the conditions or terms of the contract, either party may exercise the cancellation privilege on the next anniversary date without prejudice. The resulting contract from this proposal can be canceled by the School Board at any time for cause ("Cause" shall be defined as a material breach that has gone uncured for 15 (fifteen) days after Contractor has received notice of such material breach.): however, due process will be given to resolve any unsatisfactory matters. As per Florida law, the contract will be canceled if not funded. The Board reserves the right to unilaterally extend the period of any resultant contract for one (1) supplemental period of five (5) years.

ARTICLE III COMPENSATION

3.1 Contractor shall be paid an annual base price for the 2018-19 school year of ten million four hundred sixty nine thousand three hundred and seventy four dollars (\$10,469,374.00) for services to include:

- 201 routes for 180 school days.
- New buses that will be ready 2 weeks prior to the start of school.
- Annual rate increases in years 2 through 5 of 3.0% per year.
- All contracted employees will be employed and paid by Contractor.
- Contractor will managed current District employees as listed in the RFP. As these employees attrite, District will compensate Contractor based on the starting hourly rate for the position plus twenty percent (20%).
- Maintenance of the current District-owned vehicles.
- Contractor will be reimbursed at \$17.45 per hour for Field Trips when Contractor drivers are used, with 3% increases annually to this rate. There will be no expense for extra curricular routes to include community school when district personnel drive.

3.2 Annual base compensation in the 2018-19 school year shall allow for the route total of 201 routes to be increased by 4% (to a maximum of 209 routes) or decreased by 4% (to a minimum of 193 routes) without a change to the annual base compensation stated in Section 3.1.

3.3 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 NOTICES

4.1 The District's address for notices is set forth therein, and the Contractor's address for every notice, approval, consent or other communication authorized or required by the Contract shall be as set forth below:

The Contractor:

Student Transportation of America, Inc.
3349 Highway 138, Building A
Suite C
Wall, New Jersey 07719

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 V ADDITIONAL NEGOTIATED CONTRACT PROVISIONS

5.1 Section 4.B., "Bus Replacement," is deleted in its entirety and replaced with the following:

B. The average age of the CONTRACTOR's bus fleet shall not exceed twelve (12) years. The District's Director of Transportation must approve in advance any exception to this requirement in writing.

5.2 Section 4.C., "Cameras," is deleted in its entirety and replaced with the following:

C. Every Contractor-owned bus, excluding District-leased buses, will be equipped with a 4-head HD camera system to be equipped before the start of school.

5.3 Section 6., "Guarantees," are detailed in Exhibit B.

ARTICLE VI MISCELLANEOUS

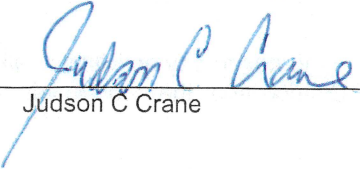
6.1 This Contract may not be amended or supplemented in any way except in writing, dated and signed by the Chairman of the District Board following a properly authorized Board meeting, and by an authorized representative of Contractor.

6.2 Contractor agrees to RFP Section 4.F., "Employees," in that all current non-union contract employees will be given the opportunity to be retained at their current hourly rate, as verified by individuals' pay stubs. The organization chart included in Contractor's proposal for the Santa Rosa County school bus operation was for planning purposes only and may be adjusted to fit the specific needs of the District.

6.4 This Contract may be executed via scanned PDF electronic signature, 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.

THE SCHOOL BOARD OF SANTA ROSA COUNTY, FLORIDA

By: 
Judson C Crane

Approved by the Board: March 15, 2018

STUDENT TRANSPORTATION OF AMERICA, INC.

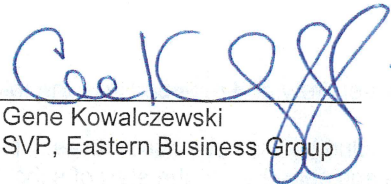
By: 
Gene Kowalczewski
SVP, Eastern Business Group

EXHIBIT A
[RFP 18-01 and Addenda](#)

EXHIBIT B

PERFORMANCE GUARANTEE

In addition to any other remedies allowed under the Contract or Florida law, after the first two (2) weeks (or after the first week of summer school each contract year, the CONTRACTOR shall be assessed the following for specific policy/procedural violations. More than one (1) guarantee amount may be assessed per incident if applicable. These shall include, but not be limited to:

- Damage amounts are at the discretion of the District. The amounts below are for illustrative purposes and may be adjusted as the circumstances warrant.
- Attached are examples of specific occurrences that may be cause for performance guarantee assessment.
- The Contractor shall be responsible to perform all contractual requirements as of Day 1 of the school year. Nothing contained herein shall be construed as a waiver of that absolute requirement.

<u>Action:</u>	<u>Per occurrence amount</u>
Failure to provide consistent, timely service; run routes as approved; transport assigned/eligible passengers; comply with routing guidelines; emergency procedures; field trip/activity trips obligations/commitments	\$125
Any act which endangers the safety and welfare of a student or motorist	\$250
Transporting students on a non-inspected bus	\$250
Failure to comply with certification guidelines	\$500
Failure to comply with staffing requirements and expectations	\$250
Failure to comply with required reports, records documentation, licenses, documentation on bus, logs, insurance coverages, FEFP reports	\$250
Unprofessional/uncooperative conduct of Contractor/employees	\$250
Improper student management techniques	\$250
Failure to comply with required communication procedures with district staff/schools/education community	\$250
Failure to comply with compensation procedures as outlined	\$250
Any act associated with equipment failure which compromises safety, on-time service, day to day operations, cleanliness of a bus, and/or not in accordance with required specifications or equipment requirements	\$500
Excess of 5 Days of non-driving /office personnel driving routes	\$125/route
GM/Safety Supervisor will never drive a route unless an emergency	\$500

PERFORMANCE GUARANTEE EXAMPLES

These shall include, but not be limited to:

A. SERVICE

1. Untimely (i.e., late (more than 12 minutes, early to stops/schools)
2. Failure to follow routes as published (i.e., failure to make stops, omitting stops, making unauthorized stops, adding stops, making route changes without approval from Transportation staff)
3. Transporting two (2) student loads together/covering two (2) routes with one (1) piece of equipment
4. Failure to pick up or deliver students with disabilities as directed
5. Failure to run a route entirely
6. Failure to perform a field trip after confirmation with school has been established
7. Untimely service due to refueling
8. Running out of fuel during a route
9. Fueling with students on bus

B. DRIVER CONDUCT/DRIVING PROCEDURES

1. Unprofessional conduct
2. Uncooperative with school officials/Transportation staff/parents
3. Failure to notify Transportation dispatcher of an accident / incident
4. Failure to communicate with Transportation dispatcher
5. Driving procedure violations (i.e., improper railroad crossing procedure, improper lane usage, improper use of stop arm, improper use of lights, signals, speeding, following too close, improper braking procedure)

6. Driver unfamiliar with route (i.e. getting lost, not knowing how to locate stops/schools while enroute with students)
7. Making an unsafe stop
8. Allowing unauthorized passengers on bus
9. Leaving students unattended
10. Forcing or allowing students off bus at wrong stop
11. Leaving students standing at a bus stop (except in the case of an overload where the dispatcher was notified of action and corrective action is in place)
12. Improper student management techniques
13. Uncompleted walk-through at end of each trip
14. Failure to notice a sleeping student at end of trip/route
15. Failure to be properly attired in company uniform

C. ADMINISTRATIVE

1. Improper documentation on bus (i.e., required licenses, registrations, inspection stickers, seating chart, updated route sheet, pre-trip checklist)
2. Improper documentation on file (i.e., driver/attendant records, fleet maintenance records, safety plan, safety meeting agendas)
3. Drug/Alcohol testing program logs not kept current
4. Improper accident documentation
5. Allowing a non-certified driver/attendant to transport students
6. Failure to follow FEFP procedures
7. Failure/late to turn in requested operations reports (i.e., stop and time information, FEFP reports, route evaluations, evacuation drills)
8. Invoices turned in late or improperly compiled with routine errors
9. Failure to maintain proper insurance coverage

10. Failure to immediately notify DISTRICT of driver/attendant MVR/ criminal violations / positive drug/alcohol testing results
11. Failure to have required administrative staff available for communication with DISTRICT
12. Failure to disclose an optimization measure (e.g. – combining of routes or trips; deleting routes; other route efficiencies to reduce costs to the District)
13. Failure to report routes with low ridership
14. Improper accident documentation
15. Failure to attend required meetings
16. Uncooperative with school officials/Transportation staff/parents
17. Failure to respond to school/Transportation staff/parent concern within two (2) business days
18. Unprofessional conduct

D. EQUIPMENT

1. Operating a bus with a non-functioning lift
2. Failure to clean bus inside and out
3. Improper use of adaptive equipment (i.e., wheelchair tie-down straps, carseats, restraints, oxygen tanks)
4. Transporting students on a non-inspected bus
5. Failure to notify DISTRICT of equipment changes (i.e., changing a bus assigned to a route, adding/removing a bus from fleet)
6. Operating a bus that does not meet fleet age requirements
7. Operating a bus with improper safety equipment (i.e., fire extinguisher, fire blanket, first aid kit, strap cutter)
8. Failure to keep supplemental equipment (Camera, GPS, Radios)
9. Use of improper numbering, lettering, stickers