

November 7, 2023, Regular Board Meeting

Title

18. STUDENT TRANSPORTATION SERVICES, GSA 1 - CONTRACT AWARD

Recommendation

That the Duval County School Board approve the Student Transportation Services - GSA 1, RFP No. 01-24/TW contract award to Durham School Services, LP, for the initial five-year base period year from August 1, 2024 through July 31, 2029.

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 as awarded and funds are available. There are five potential annual renewals.

Description

This contract was awarded using a Request for Proposal (RFP) format, versus Invitation to Bid, so that critical factors such as past performance and driver recruiting & retention could be fully considered for award. Durham had the highest ranked proposal of the four proposals received and is the apparent contract winner. The incumbent contractor is Student Transportation of America (STA) and their proposal was ranked third out of the four proposals received. The incumbent contractor has experienced significant driver shortfalls creating performance issues on their current district contracts that impacted their RFP scores and also created many parental concerns and complaints. Our district expects improved school bus performance as a result of this new contract award.

Durham will need additional buses to support this new contract award. Contract approval is needed asap to provide adequate time to obtain needed school buses prior to the August 2024 start of the new school year. The lead time to receive new school buses has historically been 5 to 6 months, however, lead times have lengthened due to labor and material shortages.

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 magnets and other non-programs. The current GSA 1/12 contracts provide transportation services for all schools located within the Fletcher, Sandalwood, and Terry Parker HS boundary areas. This new contract combines the current GSA 1/12 contracts into one new GSA 1 contract.

Gap Analysis

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

Previous Outcomes

The apparent winner, Durham School Services, has been awarded other GSA contracts in the past. Durham has performed satisfactorily on their other current contracts.

Expected Outcomes

Successful performance by Durham if this contract is awarded.

Strategic Plan Goals and Principles

DCPS will provide a culture and climate that improves academic, social, and emotional development.

Financial Impact

The current GSA 1/12 contracts were projected to increase to \$8.56 per mile for the 2024-25 school year assuming 4% Consumer Price Index (CPI) cost increases required by existing contract terms. The new contract GSA 1 contract is being awarded at a cost of \$9.97 per mile. This represents an annual cost increase of \$2.7M based upon an annual mileage of 1.9 million miles. Costs will be lower if annual mileage is reduced.

Contact

Erika Harding, Assistant Superintendent, Operations, 904-390-2008

Attachments

1. Student Transportation Services GSA 1 - Recommendation for Award (002)
2. Agreement for Student Transportation GSA 1 - Durham School Services, LP

DUVAL COUNTY PUBLIC SCHOOLS

PURCHASING DEPARTMENT

1701 PRUDENTIAL DRIVE

JACKSONVILLE FL 32207

PH (904) 858-4848

FAX (904) 858-4868



DUVAL COUNTY
PUBLIC SCHOOLS

September 07, 2023

STUDENT TRANSPORTATION SERVICES GSA 1 RFP No. 01-24/TW

RECOMMENDATION FOR AWARD

DATE OPENED: September 24, 2023

Summary of Protest Policy

(Full Policy Text Can Be Found in Board Policy 7.70(V))

In a contract procurement process, any person who is adversely affected by the agency Decision or Intended Decision and intends to protest the Decision or Intended Decision, shall file a notice of protest in writing with the school district's Agency Clerk (Executive Director, Office of Policy and Compliance) within seventy-two (72) hours after the posting of the notice of Decision or Intended Decision. A notice of protest should not be filed before the seventy-two (72) hour period begins. The seventy-two (72) hour period begins upon posting of the Decision or Intended Decision. The notice of protest must be actually received by the Agency Clerk before the seventy-two (72) hour period expires. The seventy-two (72) hour period excludes Saturdays, Sundays, and holidays when the school district's administrative office is closed. The seventy-two (72) hour period is not extended by service of the notice of protest by mail. Failure to timely file a notice of protest shall constitute a waiver of proceedings under Board Policy and section 120.57(3), Florida Statutes. The notice of protest shall identify the procurement by number and title or any other language that will clearly enable the Agency Clerk to identify it; and it shall state that the person intends to protest the decision. The protester shall file a formal written protest with the Agency Clerk within ten (10) days after the date the notice of protest is filed. Failure to timely file the formal written protest shall constitute a waiver of proceedings under Board Policy and section 120.57(3), Florida Statutes. The ten (10) day period for filing the petition is not extended by service of the petition by mail.

Note: The above text is a summary. Please consult Board Policy 7.70, and specifically paragraph (V), for the full text of the policy and protest requirements. The Board Policies are found on the school district's website within the Department titled "School Board."

SEE ATTACHED

DCPS Purchasing Services
2023 SEP 7 PM 3:53

**Student Transportation Services GSA 1
RFP 01-24/TW**

EVALUATION COMMITTEE SUMMARY

| Ranking | Proposer | Available Points | Points Attained |
|---------|--|------------------|-----------------|
| 1 | Durham School Services, L.P. | 600 | 543.03 |
| 2 | ZUM Services, Inc. | 600 | 518.21 |
| 3 | Student Transportation of America | 600 | 465.75 |
| 4 | First Student, Inc. | 600 | 346.65 |

 - Recommended Vendor

**AGREEMENT FOR STUDENT TRANSPORTATION SERVICES GSA 1
BETWEEN THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA,
AND DURHAM SCHOOL SERVICES, L.P.**

This Agreement for Student Transportation Services GSA 1 (the "Contract"), is made and entered into effective November 7, 2023 (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 corporation authorized to transact business in Florida (the "Contractor").

WITNESSETH:

WHEREAS, the District issued RFP No. 01-24/TW dated July 12, 2023, together with Addendum No. 1 dated July 31, 2023, and Addendum No. 2 dated August 4, 2023, obtaining the credentials of prospective providers (herein referred to as the "RFP"), and Contractor subsequently submitted its qualifications and bid based on the scope set forth in the RFP (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 highest ranked, responsive and responsible proposer.

WHEREAS, District policy 7.70 and State Rule 6A-1.012(7), F.A.C., authorizes and allows the District to enter into this Agreement which the District has competitively procured and awarded.

WHEREAS, the District is seeking service commencing with the 2024-2025 school year according to the provisions of the RFP, 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 RFP, 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 1 (Beaches, Arlington).

**ARTICLE II
COMMENCEMENT AND RENEWAL**

2.1 See section 1.5 of the RFP.

**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). The cost per mile awarded is listed within the contractor's proposal, Tab 6 – Cost; Attachment C, Student Transportation Services GSA 1, Cost Proposal Form.

**ARTICLE IV
TERMINATION**

4.1 This Contract may be terminated as set forth in the RFP.

**ARTICLE V
NOTICES**

5.1 As required by Section 15.8.14 of the RFP, 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

5.2 And as required by Section 15.8.14 of the RFP, 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:

**THE SCHOOL BOARD OF DUVAL COUNTY,
FLORIDA**

By: _____
Dr. Dana Kriznar,
Superintendent of Schools
and Ex-Officio Secretary
to the Board

By: _____
Dr. Kelly Coker, Chair

Form Approved:

Approved by the Board: November 07, 2023

By: _____
Office of General Counsel

[Signatures on next page]

*[Signature page to Agreement for Student Transportation Services GSA 1 between
The School Board of Duval County, Florida, and
Durham School Services, L.P.,
Dated effective November 7, 2023]*

DURHAM SCHOOL SERVICES, L.P.

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

By: National Express LLC, its member

By:  _____

Name: William H. Unverzagt

Title: Chief Financial Officer 10/10/2023