



REVISED

AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-03-20 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	E. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

Special Order Request <input type="radio"/> Yes <input checked="" type="radio"/> No
Time
Open Agenda <input type="radio"/> Yes <input checked="" type="radio"/> No

ITEM No.:

E-3.

TITLE:

Recommendation to Approve Extension of Agreement – 13-050R – Global Positioning System (GPS) and Student Tracking for Student Transportation & Fleet Services

REQUESTED ACTION:

Approve the recommendation to extend the above Agreement. Contract Term: March 31, 2018 through March 31, 2019, 1 Year; User Department: Student Transportation & Fleet Services; Award Amount \$296,275; Awarded Vendor(s): Education Logistics, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:

This request is to extend the Education Logistics, Inc. (Edulog) Agreement. Edulog is the routing system used by The School Board of Broward County, Florida, transportation department. This tool allows the staff to view student information, create safe bus stops and bus runs. It identifies students eligible for transportation and its automated tools such as run optimization allows staff to monitor bus runs for efficiency. This Agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

SCHOOL BOARD GOALS:

Goal 1: High Quality Instruction Goal 2: Continuous Improvement Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet (4) Memo to Revise

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Patricia Snell	Phone: 754-321-4400
Name: Mary C. Coker	Phone: 754-321-0501

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Senior Leader & Title

Maurice L. Woods - Chief Strategy & Operations Officer

Signature
Maurice Woods
3/15/2018, 11:46:13 AM

Electronic Signature
Form #4189 Revised 08/04/2017
RWR/ MLW/MCC/PS:hdc

Approved In Open Board Meeting On: **MAR 20 2018**
Agora Rupert
School Board Chair

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
OFFICE OF THE SUPERINTENDENT**

**ROBERT W. RUNCIE
SUPERINTENDENT OF SCHOOLS**

March 15, 2018

TO: School Board Members

FROM: Maurice L. Woods *MLW*
Chief Strategy & Operations Officer

VIA: Robert W. Runcie *RWR*
Superintendent of Schools

SUBJECT: **REVISION TO E-3, RECOMMENDATION TO APPROVE EXTENSION OF AGREEMENT – 13-050R – GLOBAL POSITIONING SYSTEM (GPS) AND STUDENT TRACKING FOR TRANSPORTATION & FLEET SERVICES, FOR THE MARCH 20, 2018, REGULAR SCHOOL BOARD MEETING**

Attached is a revision for E-3, Recommendation to Approve Extension of Agreement 13-050R – Global Positioning System (GPS) and Student Tracking for Student Transportation & Fleet Services, for the March 20, Regular School Board Meeting.

- Revised Executive Summary

RWR/MLW/MCC:bm
Attachment

cc: Senior Leadership Team

EXECUTIVE SUMMARY**Recommendation to Approve Extension of Agreement
13-050R – Global Positioning System (GPS) and Student Tracking for Student Transportation & Fleet Services**

This request is to approve the agreement extension for one (1) year, starting March 31, 2018 through March 30, 2019, between Education Logistics, Inc. (Edulog) and The School Board of Broward County, Florida (SBBC). The funding source is the operating budget for Student Transportation & Fleet Services (STFS).

Background

Edulog is the routing system used by SBBC transportation department. This tool allows the staff to view student information, create safe bus stops and bus runs. It identifies students eligible for transportation and its automated tools such as run optimization allows staff to monitor bus runs for efficiency.

With the addition of Global Position System (GPS) and the Edulog interface between the GPS system and the routing system, transportation was able to reduce the number of routes in 2012 – 2013 from 1,063 to 995, while continuing to increase educational programs and initiatives. This reduction in routes has a direct connection with the savings of \$10.3 million over the past several years within STFS.

The system provides visibility of all bus routes, stop times and allows transportation staff to assist drivers to assigned locations in real-time. The system also provides activity alerts, low battery voltage alerts, peed alerts, imports GPS real-time data into planned routing data and assist management in answering parents, school staff, and district staff inquiries.

Edulog was selected through a Request for Proposal (RFP) competitive solicitation, but functionality has not met SBBC's expectations. STFS has not paid for the portions of the Edulog system that does not meet SBBC's needs. If Edulog improves these components in the future, STFS will return to the School Board for approval of additional spending authority. According to the Agreement, the annual fees are \$416,520, but the actual amount needed for this one (1) year extension is \$296,000.

No additional spending authority is needed, as there is \$529,344 remaining from the original spending authority request because STFS has not paid the fees for portions of the solution not functioning according to SBBC's needs. Extending the contract one (1) year will realize cost avoidance and allow staff adequate time to implement the RFP process and fully evaluate the impact of replacing related items (i.e.: GPS, technology, etc).

~~With the Director of STFS retiring in June 2018, it is in the best interest of the District to delay the next RFP process so that the new Director can provide input, contribute to the process and collaborate on the best solution to meet SBBC's needs. Therefore, this request is to extend the existing agreement with the intention of beginning the RFP process as soon as possible with the new Director of STFS.~~

Financial Impact

There is no additional financial impact to the District.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 20th day of March, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

EDUCATION LOGISTICS, INC.
(hereinafter referred to as "EDULOG"),
having its principal place of business at
3000 Palmer Street, Missoula, Montana 59808.

WHEREAS, SBBC and EDULOG entered into an Agreement dated March 18, 2013 (hereafter "Agreement"); and

WHEREAS, the Agreement for software and maintenance of a global positioning system and student tracking for Student Transportation and Fleet Services; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum not to exceed \$296,275 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Term of Agreement**. The March 18, 2013 Agreement is hereby extended from March 31, 2018 through March 31, 2019 unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.04 **Cost of Services**. SBBC shall pay Education Logistics for services rendered under this First Amendment to Agreement according to the following pricing schedule, which contains items listed under

- Communication, Services and Data Retention, and
- Software

in Attachment B of the Agreement. Invoicing annually, or periodically as needed. The total number of vehicles with equipment installed is 1351 (1335 purchased under the original RFP plus 16 additional vehicles added at the request of SBBC during the course of the Agreement).

Zonar GPS Service Fees

1. ZONAR V3 SERVICE FEE	\$ 156,851.10
includes cellular communication for 1351 vehicles	
2. ZONAR GROUND TRAFFIC CONTROL SERVICE FEE – 1351 vehicles	\$ 34,855.80

Edulog GPS Software License/Maintenance/Support

3. BASIC EDUTRACKER – 1351 vehicles	\$ 69,711.60
4. COMPARATIVE ANALYSIS – 1351 vehicles	\$ 34,855.80

TOTAL NOT TO EXCEED PRICE:	\$ 296,274.30
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1.05 **Insurance Requirements.** Vendor shall comply with the following insurance requirements throughout the term of this Agreement.

- (a) General Liability. Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- (b) Professional Liability/Errors & Omissions. Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- (c) Workers' Compensation. Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- (d) Auto Liability. Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

VENDOR does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition..

- (e) Acceptability of Insurance Carriers. The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

- (f) Verification of Coverage. Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter.
- New vendors will receive an email notification requesting account verification and insurance agent information.
 - Existing vendors will receive an email notification of current status.
- (g) Required Conditions. Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
1. The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
 2. All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
 3. Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- (h) Cancellation of Insurance. Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

1.06 **Order of Precedence Among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- (a) this First Amendment to Agreement; and
- (b) the Agreement.

1.07 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.08 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this

First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By Nora Rupert
Nora Rupert, Chair

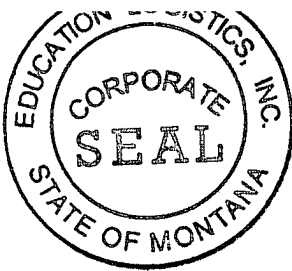
Robert W. Runcie
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M.
Smith

Digitally signed by Janette M.
Smith
Date: 2018.03.05 09:18:10
-05'00'

Office of the General Counsel



(Corporate Seal)

FOR VENDOR

EDUCATION LOGISTICS, INC.

ATTEST:

Udloc N. Nguyen, Secretary

-or-

By [Signature]
Signature

Printed Name: Jason Corbally

Title: President

Witness

Witness

STATE OF MONTANA

COUNTY OF MISSOULA

The foregoing instrument was acknowledged before me this 26th day of February, 2018 by Jason Corbally of _____
Name of Person

Education Logistics, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced _____ as identification and did not first take an oath. _____
Type of Identification

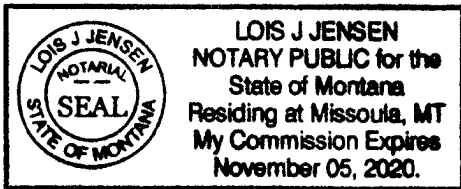
My Commission Expires:

11/05/2020

[Signature]
Signature – Notary Public

Lois J Jensen
Printed Name of Notary

(SEAL)



N/A
Notary's Commission No.

