



AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

ITEM No.:
EE-9.

MEETING DATE	2019-01-15 10:05 - Regular School Board Meeting
AGENDA ITEM	ITEMS
CATEGORY	EE. OFFICE OF STRATEGY & OPERATIONS
DEPARTMENT	Procurement & Warehousing Services

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

TITLE:
Recommendation for Renewal and Additional Spending Authority - 13-050R - Global Positioning System and Student Tracking System

REQUESTED ACTION:
Approve the recommendation to renew the above Agreement with additional spending authority. Contract Term: March 18, 2013 through March 30, 2020, 7 Years; User Department: Student Transportation & Fleet Services; Additional Requested Amount: \$43,448; New Award Amount: \$3,138,804; Awarded Vendor(s): Education Logistics, Inc.; Small/Minority/Women Business Enterprise Vendor(s): None.

SUMMARY EXPLANATION AND BACKGROUND:
This request is to renew the Education Logistics, Inc. (Edulog) Agreement. Edulog is the routing and GPS system used by The School Board of Broward County, Florida, Transportation Department.
This Second Amendment to the agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.
A copy of the Bid documents is available online at: [http://www.broward.k12.fl.us/supply/agenda/13-050R_GlobalPositioningSystem\(GPS\).pdf](http://www.broward.k12.fl.us/supply/agenda/13-050R_GlobalPositioningSystem(GPS).pdf)

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

FINANCIAL IMPACT:
The estimated financial impact to the District will be \$43,448. The contract award was for \$3,095,356. The request is to increase the spending authority by \$43,448, bringing the new contract value to \$3,138,804. The funding source will come from the Operating Budget for Student Transportation & Fleet Services. The financial impact represents an estimated contract value; however, the amount authorized will not exceed the estimated contract award amount.

EXHIBITS: (List)
(1) Executive Summary (2) Agreement (3) Financial Analysis Worksheet

BOARD ACTION:
APPROVED
(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:	
Name: Kay J. Blake	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

Approved In Open Board Meeting On: **JAN 15 2019**
By: *Heather P. Burkwood*
School Board Chair

Signature
Maurice Woods
1/7/2019, 1:48:58 PM

EXECUTIVE SUMMARY

Recommendation for Renewal and Additional Spending Authority 13-050R – Global Positioning System and Student Tracking System

Introduction

Responsible: Procurement & Warehousing Services (PWS)

This request is to approve the recommendation to renew the Agreement between Education Logistics, Inc. (Edulog) and The School Board of Broward County, Florida (SBBC), for one (1) year(s), starting March 31, 2019 through March 30, 2020 with an additional spending authority of \$43,448.

The Agreement, item EE-1, was approved at the March 18, 2013, School Board Meeting with a spending authority of \$3,095,356 and the First Amendment to renew the Agreement, item E-3, was approved March 20, 2018, with no additional spending authority requested. This Second Amendment to renew is the last option available via the original Request for Proposal (RFP) solicitation.

A Request for Information (RFI) is in the process, to gain information about options available in the marketplace, to determine the best route forward for the District beyond this renewal. RFI submission will be evaluated on the ability to provide existing GPS safety enhancements that the Transportation Department uses. RFI addresses the need to evaluate the level of transparency and communication SBBC will be able to provide to internal/external stakeholders by updating the Transportation Department's routing software and GPS system. Safety items identified in the RFI includes:

- a. Ability to identify the location of school buses to provide enhanced school bus services; respond to emergency situations and customer inquiries
- b. Ability to track Event alerts (Early/late arrival to stops/school; missed/skipped stops; loading/unloading procedures executed; child check solution/safety alarm)
- c. Ability to track Zone alerts (arrival to bus terminal/school; bus entered a "no travel area based on GIS data."

The RFI is in the question and answer phase with vendor information responses due on January 3, 2019.

Goods/Services Description

Responsible: Student Transportation & Fleet Services Department (STFS)

The Edulog Agreement provides Global Positioning System (GPS) capabilities (ZONAR solution) to complement its routing system used by SBBC's Transportation and Fleet Services Department (STFS). STFS provides transportation services to two hundred and thirty-four (234) public schools (K-12 and Technical Colleges). Each year the, Transportation Department maintains/creates and executes daily services based on student eligibility, educational programs, and average ridership. GPS is installed on all school buses and is used to locate school buses, identify driver actions (i.e., pupil stop; stop arm activated; speed and stop/go) along with on-time bus arrival to respond to customer concerns. GPS functionalities also help with on-time performance; fleet maintenance uses the diagnostic features to help mitigate low battery issues and help locate buses with issues throughout the day. This system also helps vehicle maintenance verify the usage of buses as well as verifying fuel usage reports.

Edulog was selected through an RFP competitive solicitation, but functionality has not met SBBC's expectations. STFS has not paid for the portions of the Edulog/GPS system that does not meet SBBC's needs.

**Recommendation for Renewal and Additional Spending Authority
13-050R – Global Positioning System and Student Tracking System
January 15, 2019 Board Agenda
Page 2**

GPS allows Transportation Dispatcher and staff to identify where buses are located and provide support. Some examples include:

- a. Dispatch via radio provides Driver with turn-by-turn directions to stop location;
- b. Dispatch can verify drop off/pick up time at a stop;
- c. Dispatch can use geo-fence to identify buses in a certain vicinity of the county that can provide assistance in picking up students;
- d. Dispatch can more effectively respond if a Driver/Attendant or Student is experiencing a medical emergency then GPS will allow staff to locate bus and call the appropriate City for EMS assistance.

Garage staff use of GPS includes:

- a. Exact bus location that facilitates fast response and repair time to an accident or break-down;
- b. System diagnostic capabilities of the bus.

Office staff uses GPS to respond to staff and external customer inquiries. Some examples include:

- a. Estimated time of arrival (ETA) to the bus stop or school;
- b. Verify information received from complaints;
- c. Driving direction of the bus;
- d. Ability to monitor Driver on the road actions and patterns.

Renewing the contract one (1) additional year will allow staff adequate time to complete the RFI/RFP process and fully evaluate the impact of replacing related items (i.e., routing system, GPS, hardware technology, etc.). Therefore, this request is to renew the existing agreement within the intention of concluding the RFI/RFP process as soon as feasible.

**Procurement Method
Responsible: PWS**

The RFP solicitation ran from December 11, 2012 through January 29, 2013. There were four hundred and forty-seven (447) vendors notified, thirty-seven (37) vendors downloaded the ITB and four (4) bids were received before bid opening.

**Financial Impact
Responsible: PWS and STFS**

The additional spending authority requested is \$43,448, which represents the cost of the renewal minus remaining spending authority. Pricing has not increased from the original agreement.

The pricing breakdown for SBBC's 1,353 buses is as follows:

**Recommendation for Renewal and Additional Spending Authority
 13-050R – Global Positioning System and Student Tracking System
 January 15, 2019 Board Agenda
 Page 3**

Description	# Buses	Cost per Month (per bus)	Cost per Year (per bus)	Extended Cost
Basic EduTracker Software	1,353	\$4	\$48	\$64,944
Comparative Analysis and Integration	1,353	\$2	\$24	\$32,472
Zonar GPS Service Fee	1,353	\$9	\$108	\$146,124
Zonar Ground Control Service Fee	1,353	\$2	\$24	\$32,472
Total (not to exceed)				\$276,012

The remaining unused spending authority is \$232,564. The total renewal cost for 2019 is \$276,012, so the additional spending authority needed is \$43,448. The new contract value will be \$3,138,804. The funding source is the Operating Budget for STFS.

The approval of this recommendation does not mean the authorized amount will be spent.

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this 15th day of January, 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 is 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 through this Second Amendment to Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum not to exceed \$276,012.00 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, 2019 through March 30, 2020 unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay EDULOG for services rendered under this Second Amendment to Agreement according to the following price schedule, which contains items listed in Attachment B of the Agreement, invoicing annually.

The total number of vehicles with equipment installed is 1,353 (1335 purchased under the original RFP plus 18 additional vehicles added at the request of SBBC during the course of the Agreement).

Software License / Service Fees	# Buses	Cost per Year	Extended Cost
Basic EduTracker GPS/AVL Software for Zonar V3 Units (\$4/bus/month)	1,353	\$48.00	\$64,944.00
Comparative Analysis and Integration with Edulog Routing and Scheduling System (\$2/bus/month)	1,353	\$24.00	\$32,472.00
Zonar V3 Service Fee (\$9/bus/month)	1,353	\$108.00	\$146,124.00
Zonar Ground Control Service Fee (\$2/bus/month)	1,353	\$24.00	\$32,472.00
Total (not to exceed)			\$276,012.00

1.04 **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 Second Amendment to Agreement; then
- b) the First Amendment to Agreement; then
- c) the Agreement.

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]



(Corporate Seal)

FOR SBBC:

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

By Heather P. Brinkworth
Heather P. Brinkworth, Chair

ATTEST:

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

Approved as to Form and Legal Content:

Eric Abend
Digitally signed by Eric Abend
Reason: EDULOG 2nd Amend
Date: 2019.01.03 09:24:38
-05'00'
Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]



FOR EDULOG:

EDUCATION LOGISTICS, INC.

ATTEST:

[Signature]
_____, Secretary

By [Signature]

Jason Corbally, President

-or-

Witness

Witness

STATE OF Montana

COUNTY OF Missoula

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by Jason Corbally of

Education Logistics, Inc. on behalf of the corporation/agency. He 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

N/A

Notary's Commission No.



