

## CONTRACTUAL AGREEMENT

For

REQUEST FOR PROPOSAL RFP #1114ZCSA  
ENTITLED: STUDENT TRANSPORTATION SERVICES

Between

UNIVERSITY OF CENTRAL FLORIDA and SUPER TRANSPORTATION OF FLORIDA, LLC

This Agreement is entered into and effective as of the date of the last signature hereto, by and between the University of Central Florida, on behalf of its Board of Trustees ("University" or "UCF"), and Super Transportation of Florida, LLC, a Florida limited liability company and indirect subsidiary of Veolia Transportation On Demand, Inc. ("Veolia"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** Veolia acknowledges that:

- A. The University is a public entity of the State of Florida;
- B. The University is exempt from federal and Florida taxes;
- C. UCF's liability is regulated by Florida law. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The State of Florida is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.

2. **DESCRIPTION OF SERVICES.** Veolia is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services as described in detail in Attachment "A" to this Agreement, and proposer's proposals, which is incorporated herein for all purposes. Units of deliverables for such services are stated in Attachment "A" and proposer's proposals. Such services shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A" and proposer's proposals.

3. **TOTAL AMOUNT OF AGREEMENT.** The total amount of this Agreement shall not exceed as indicated in the Rates and Fees table, attachment B.

4. **SOURCE OF PAYMENT.** If applicable, payments to Veolia under this Agreement shall be paid by UCF Parking and Transportation Services.

5. **PERFORMANCE CRITERIA.** Criteria, and the final date(s) by which such criteria must be met to complete this Agreement are described in detail in the RFP, Veolia's proposals and Attachment "A, B, C, and D" which is incorporated herein for all purposes.

6. **PERIOD OF PERFORMANCE.** Veolia shall commence performance of the terms of this Agreement on January 1st, 2014, and shall end his/her performance of this Agreement on June 30th, 2020. The University may renew/extend this Agreement, as mutually agreed to by both parties. No renewal period will exceed Five (5) years.

**7. PAYMENT.**

- A.** The University shall have sufficient time (as determined by the University) after its actual receipt of services to inspect and approve/disapprove the services. It is the policy of the University that invoices on services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
- B.** Advance payment for services shall not be made except in accordance with applicable Florida law.
- C.** The University shall not be bound to any prepayment penalty clauses.
- D.** Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for Veolia.

Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit & post-audit.

- 8. VENDOR OMBUDSMAN STATEMENT.** The University has established a Vendor Ombudsman who acts as an advocate for vendors who may be experiencing problems in obtaining timely payment(s). The Vendor Ombudsman may be contacted at (407) 882-1000.
- 9. ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 10. ASSIGNMENTS.** Under no circumstances shall Veolia assign to a third party any right or obligation of Veolia pursuant to this Agreement without prior written consent of the University. If Veolia is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, Veolia represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- 11. BILLING.** The University shall only submit payment if Veolia has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services provided, the dates and hours that the services were rendered and the fee charged. Veolia shall deliver the invoices to UCF's Parking & Transportation Services, unless Veolia has been otherwise instructed by the University. Veolia must display the applicable purchase order number on the face of each of Veolia's invoices to the University. The University will not be responsible for any services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If Veolia's invoice lists any freight or cartage charges, such invoice must attach all of Veolia's receipted transportation bills.
- 12. CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by Veolia to allow public access to all documents, papers, letters, or other material subject to the

provisions of Chapter 119, Florida Statutes, and made or received by Veolia in conjunction with this Agreement.

The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered, and accepted from the date of commencement until the effective date of cancellation/termination.

13. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
14. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement, which are export controlled pursuant to the export control laws of the United States, including the EAR and the ITAR and any other applicable regulations. The Parties agree that Veolia will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of Veolia and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If Veolia wishes to disclose export controlled technology or technical data to the University, Veolia will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information, and (b) any task requiring receipt of such information. In the event Veolia sends any such technical data or product that is subject to export control, without notice of the applicability of such export control, the University has the right to immediately terminate this Agreement. Veolia understands and agrees that to the extent the Veolia's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.
15. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that Veolia is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Veolia certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Veolia shall be grounds for cancellation of this Agreement.

16. **DELIVERY.** Delivery is to be made to "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, Veolia shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x48" pallet. Veolia shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
17. **EMPLOYMENT OF ALIENS.** Veolia's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If Veolia knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
18. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, war, embargoes, fire, earthquake, acts of God, default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.
19. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
20. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
21. **INDEMNIFICATION.** Veolia shall hold the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of Veolia, its employees, its agents or of others under Veolia's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, Veolia also shall indemnify and hold harmless the University and the UCF Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.



22. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
23. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
24. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to Veolia contrary to AGO 79-72 and AGO 80-9 is null and void. Limitation of remedies provisions, which are unconscionable under applicable Florida law, are void.
25. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
26. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.
27. **NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

**For UCF:**

**Purchasing Department  
University of Central Florida  
12479 Research Parkway  
Orlando, FL 32826-3248**

**For Veolia:**

**Super Transportation of Florida, LLC  
14500 N. Northsight Blvd.  
Suite 329  
Scottsdale, AZ 85260**

28. **PARKING.** Veolia shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by Veolia. Veolia's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Veolia or Veolia's employees. UCF's Parking and Transportation Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.
29. **WORK FOR HIRE.** Any work specifically created for the University under this Agreement by Veolia or anyone working on behalf of the Veolia (the term Veolia shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other

property created hereunder, including all material incorporated therein and all preliminary or other copies thereof, (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Veolia who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. Veolia agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. Veolia bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at Veolia's expense, any Materials which the University deems to be unsatisfactory. On or before completion of Veolia's services hereunder, Veolia must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. Veolia hereby represents and warrants that, (a) all applicable laws, rules and regulations have been complied with, (b) Veolia is free and has full right to enter into this P.O. and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. Veolia agrees to indemnify and hold harmless the University and those acting for or on its behalf, the UCF Board of Trustees, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by Veolia, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of Veolia's agreements or representations and warranties herein.

30. **PUBLIC RECORDS.** The Agreement may be canceled unilaterally by the University for refusal by Veolia to allow public access to all papers, documents, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Veolia in conjunction with the Agreement.
31. **RECORDS.** Veolia agrees to keep and maintain, separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to Veolia.
32. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
33. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and Veolia must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and, (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
34. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

35. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.

36. **VEOLIA INSURANCE.** For all purchases under this Agreement of \$10,000 or below, Veolia will have and maintain types and amounts of insurance that at a minimum cover the Veolia's (or subcontractor's) exposure in performing this Agreement. For all purchases that exceed \$10,000 (i.e. \$10,000.01 and up) and/or all purchases that require a UCF Safe Form, Veolia will have and maintain general liability insurance of one (1) million dollars and Veolia shall send a copy of Veolia's insurance certificate (prior to commencement of Veolia's performance or delivery hereunder) to the following address by email, fax or mail:

e-mail: [ehs@ucf.edu](mailto:ehs@ucf.edu)

Fax: 407-823-0146

Mail: University of Central Florida

PO Box 163500

Orlando FL 32816-3500

UCF has the right to deviate from any of the above insurance requirements, if UCF, at UCF's sole discretion decides to do so. If UCF decides to deviate from the above noted insurance requirements, UCF will inform Veolia in writing in those particular circumstances. Unless UCF notifies Veolia in writing that UCF is willing to deviate from the insurance requirements noted above, all of the above insurance requirements shall apply to Veolia.

37. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is signed by an attorney in the University's General Counsel's Office and an authorized UCF signatory. Veolia shall return this Agreement to the University's Purchasing Department at once with a written explanation if it is not acceptable in its entirety.

38. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of Veolia, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by Veolia to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

39. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University's duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments and/or addenda may include, but are not limited to, the University's RFP, if any, including all the University's RFP specifications, and Veolia's RFP response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. The University's RFP and RFP specifications, if any;
- C. Veolia's RFP response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

UNIVERSITY OF CENTRAL FLORIDA

Signature: 

Printed: Gregory Robinson

Title: Director of Purchasing

Date: 1-14-2013

SUPER TRANSPORTATION OF FLORIDA, LLC.

Signature: 

Printed: R. BRIAN WIER

Title: President and CEO

Date: 1/3/2013

Address: 14500 N. Northsight Blvd

, Suite 329

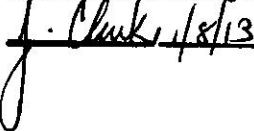
Scottsdale, AZ 85260

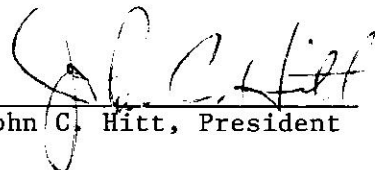
Telephone: (480) 609-3000

Facsimile: (480) 607-9317

FEID#/SS#: 45-2508830

Approved as to Form and Legality

  
1/8/13

  
John C. Hitt, President

Date

1/18/13



## **ATTACHMENT "A" SCOPE OF SERVICE**

**The below items/services is a summary of the items/services agreed upon during negotiations between UCF and Veolia and is now incorporated into but does not take the place of Veolia's proposal. All other terms and conditions remain as written in the University of Central Florida's RFP 1114ZCSA and Veolia's original and revised proposals.**

In accordance with the University of Central Florida's Request for Proposal No. 1114ZCSA dated March 15, 2012 and Veolia Transportation's proposal, Veolia will provide required student transportation services to support the UCF community.

On an annual basis, Veolia will provide UCF the below:

- Veolia shall provide transportation services for students to, from, within, the vicinity of UCF's main campus, Health Sciences Campus, and the Rosen School of Hospitality Management.
- Veolia shall furnish all supplies, material equipment, management and labor necessary for the professional, efficient, and sound operation of UCF's Student Transportation Services.
- Veolia shall provide a comprehensive operator development program that ensures that students are riding with the safest bus drivers possible. This program must be in place prior to January 1, 2014.
- Veolia shall distribute, as required, all maps, schedules, surveys, passenger notices, and other printed materials that the University may deem necessary to market the service.
- Veolia shall increase staffing plan to include two supervisors during peak service times.
- Veolia shall provide employment opportunities to UCF Students who meet Veolia's minimum employment standards. If there are opportunities for internships in other areas of the operation, Veolia will work with the University to set up an ongoing management training program.
- Veolia shall be responsible for any interruption of services which may result from damages of vehicles, injuries, or absences of employees.
- Veolia shall ensure that there are no interruptions of service when drivers are on break.
- The University must approve of the General Manager, as well as any key staff assigned to serve the University under this contract.
- Veolia will be required to conduct, record and report ridership counts of all boarded passengers for each route. Reports must be submitted by the tenth business day of the following month.
- The University retains the right to exercise reasonable discretion to remove employees who may pose a threat, either real or perceived, to the safety or welfare of the University community.

## **ATTACHMENT “A” SCOPE OF SERVICE(continued)**

- The terms, conditions, and performance of this contract will be reviewed in quarterly meetings, with an overall macro reviewed conducted annually. Structure of the meetings will be determined jointly by UCF and Veolia.

## **ATTACHMENT “B” RATES AND FEES**

The below items/services is a summary of the items/services agreed upon during negotiations between UCF and Veolia and is now incorporated into but does not take the place of Veolia Transportation’s proposal. All other terms and conditions remain as written in the University of Central Florida’s RFP 1114ZCSA and Veolia’s original and revised proposals.

In accordance with the University of Central Florida’s Request for Proposal No. 1114ZCSA dated March 15, 2012 and the Veolia Transportation proposal, Veolia will provide required student transportation services to support the UCF community.

On an annual basis, UCF shall pay Veolia based on the below:

**Hourly Rate:** Veolia will bill UCF based on hours of bus service provided throughout the term of the contract:

- The initial billable contract rate will be \$48.00 per hour – Exclusive of Fuel.
- Hours will be invoiced to UCF on a monthly basis with 30 day terms.
- Billable hourly rate will escalate annually as mutually agreed-upon for the term of the contract: 2% increase for years 2 and 3, and 3% increase for years 4, 5, and 6.

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
	2%	2%	3%	3%	3%
\$ 48.00	\$ 48.96	\$ 49.94	\$ 51.44	\$ 52.98	\$ 54.57

- Escalation clause and hourly rate will be negotiated and mutually agreed upon by the University and Veolia before the renewal period(s).
- Annual service hours are subject to change per the request of the University. UCF and Veolia agree that there is not a minimum nor, a not-to-exceed amount of annual billable hours.
- If any new routes are added, a spare shuttle will be utilized to maintain the same hourly rate based on the current contract term.

**Shuttle Bus Fuel:** Pass through expense to UCF

- For UCF to gain the benefits of purchasing fuel from the state contract so that it is eligible for federal and state fuel tax credits UCF will provide the shuttle bus fuel to Veolia as a direct expense to UCF.

## **ATTACHMENT “B” RATES AND FEES(continued)**

- Veolia shall provide all revenue and non-revenue vehicles necessary to operate the services under this Agreement. The University shall pay for revenue and non-revenue vehicles fuel through the use of a fuel state contract.
- Veolia shall install and maintain on its premises, at its sole cost and expense, an above ground 10,000 gallon fuel tank, and related pumps, piping and controls equipment.
- Veolia shall coordinate the delivery of fuel, be responsible for receipt of delivery, verification of quantity, and notation of any discrepancies in the fuel volume delivered from fuel supplier.
- The fuel supplier shall invoice the University directly and the University shall timely pay the fuel supplier directly.
- Veolia shall be responsible for utilizing the University-provided fuel in as efficient a manner as possible and shall provide weekly reports on fuel consumption to the University.
- Veolia shall comply with all applicable federal, state, and local environmental and hazardous materials management regulations.
- UCF shall retain the rights to all eligible tax credits or refunds as related to fuel purchasing or usage.



## **ATTACHMENT “C”EQUIPMENT**

**The below items/services is a summary of the items/services agreed upon during negotiations between UCF and Veolia and is now incorporated into but does not take the place of Veolia’s proposal. All other terms and conditions remain as written in the University of Central Florida’s RFP 1114ZCSA and Veolia’s original and revised proposals.**

In accordance with the University of Central Florida’s Request for Proposal No. 1114ZCSA dated March 15, 2012 and the Veolia Transportation proposal, Veolia will provide required student transportation services to support the UCF community.

### **Equipment Requirement**

- 36 new 2013, 35’ Eldorado National Passport HD Low Floor Transit Buses. This includes; 31 shuttles with perimeter seating for 28 passengers, 5 with forward-facing seating for 31 passengers.
- 4 New 2013 StarCraft AllStar Buses with perimeter seating for 15 passengers.
- 1 additional spare new 2013 35’ Eldorado National Passport HD Low Floor Transit Bus, if needed, at no additional cost to UCF.
- All shuttles must meet ADA requirements, be equipped with a front mounted bicycle rack, electronic message signs to display route information, climate control (HVAC), fuel capacity to ensure an entire day of service without refueling, and grab rails for standees.
- All buses to include AVL (automatic vehicle locator), APC (automatic passenger count) and Safety technology at no additional cost to UCF, which includes Veolia Dispatching, Veolia Shadow (GPS), and SmartDrive (Cameras) technology with direct access to data and real time information provided by these systems.
- A smartphone GPS application will be developed and implemented at Veolia’s expense utilizing Veolia Transportation’s technology or integrated within the University’s Mobile application.
- Hourly rate for bus expansion outside the initial plan shall be negotiated and mutually agreed upon by the University and Veolia when additional equipment is acquired.

### **Equipment Maintenance and General Appearance**

- Veolia will be wholly responsible for maintaining the buses, including tires, in the same operational condition and appearance in which they are accepted for use, subject to reasonable wear and tear. Recapped tires will not be permitted.
- The exterior of each bus must be kept clean and free of damage and rust, and washed at least once per week or more frequently as needed.

## **ATTACHMENT "C" EQUIPMENT(continued)**

- Regular cleanliness maintenance will be performed by the driver on a daily basis or more often as needed.
- There will be no maintenance facilities available on the UCF campus to perform any maintenance functions.
- All major maintenance to be performed at Veolia's Landstar Street facility and minor maintenance may be conducted at their alternate facility.
- The University reserves the right to perform unannounced, periodic inspections related to appearance, as well as to safety and cleanliness. During the contract period, designated University personnel shall have immediate and unrestricted access to all buses in use by Veolia for this service.
- All buses shall be painted solid white prior to delivery. Decal placement and design will be determined by the University.
- All climate control systems must be operable during the appropriate weather conditions.
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## **ATTACHMENT “D” ALTERNATE FACILITY LOCATION**

The below items/services is a summary of the items/services agreed upon during negotiations between UCF and Veolia and is now incorporated into but does not take the place of Veolia’s proposal. All other terms and conditions remain as written in the University of Central Florida’s RFP 1114ZCSA and Veolia’s original and revised proposals.

### **Alternate facility location**

- Veolia is to provide a location within a 10-mile radius of the UCF Main Campus for overnight storage and refueling of buses to, reduce mileage, deadhead costs, fuel consumption on the vehicles and response time from the facility to UCF in case of emergency. The establishment of this facility will be completed before the start of shuttle service.
- Veolia to install a separate fuel tank and fueling infrastructure, dedicated to UCF shuttles only, at no additional cost to the University, which will provide monthly reports to UCF including but not limited to;
  - fuel consumption per route
  - start and ending mileage for each bus
  - driver (name/s) for each shift
  - number of service days
  - number of hours in service
  - fueling log by bus identification number
- All startup/overhead costs related to this facility will bear no additional cost to UCF.

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 15

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☐ Change in Scope of Work      ☒ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

- Replacement vehicles for the on-campus "Black and Gold" service, effective August 23, 2010, and running through December 31, 2013
- Four 26 foot ADA equipped 2010 Glaval Titan II mini buses will be purchased for this service, and will be delivered in late summer 2010
- The hourly rate for this service will be \$62.23 once the new vehicles are placed in service. This hourly rate will increase 3% annually
- The service is based on two buses running 211 school days per year, and an additional two buses running 151 days per year
- This amendment supersedes amendment three

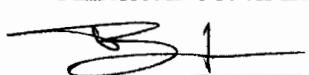
**Acceptance of Agreement**


The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

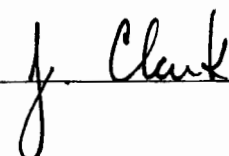
All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

 3/22/10  
\_\_\_\_\_  
Brian Dickson      Date  
Vice President & GM

 3/25/10  
\_\_\_\_\_  
Raymond Buskas      Date  
Director of Purchasing

Legal Content Approval  Date 3/24/10



UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 14

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☒ Change in Scope of Work      ☐ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

- The creation of route 11 servicing the Sterling Apartments community, effective August 23, 2010, and running through December 31, 2013
- One 37 Foot 2010 Glaval Apollo will be purchased for this service, and will be delivered in late summer 2010
- The hourly rate for this service will be \$67.24 once the new vehicles are placed in service. This hourly rate will increase 3% annually
- The service is based on 211 school days per year


**Acceptance of Agreement**


The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

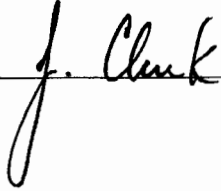
All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

 3/22/10  
Brian Dickson      Date  
Vice President & GM

 3/25/10  
Raymond Puskas      Date  
Director of Purchasing

Legal Content Approval  3/24/10  
Date

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 13

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☐ Change in Scope of Work      ☒ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

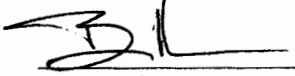
- The conversion of the College of Medicine route from a 15 passenger van to a 32 passenger transit bus, effective August 23, 2010, and running through December 31, 2013
- One 37 Foot 2010 Glaval Apollo will be purchased for this service, and will be delivered in late summer 2010
- The hourly rate for this service will be \$67.24 once the new vehicles are placed in service. This hourly rate will increase 3% annually
- The service is based on 211 school days per year and 7 roundtrip runs per day
- This amendment supersedes amendment twelve

**Acceptance of Agreement**


The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

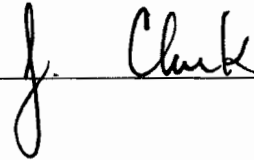
American Coach Lines of Orlando

 3/22/10  
\_\_\_\_\_  
Brian Dickson      Date  
Vice President & GM

University of Central Florida

 3/25/10  
\_\_\_\_\_  
Raymond Puskas      Date  
Director of Purchasing

Legal Content Approval

 Date 3/24/10

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 12

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☒ Change in Scope of Work      ☐ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

- Shuttle service for the UCF College of Medicine from the main campus to the Health Sciences campus at Lake Nona, beginning Monday, February 8, 2010, running through December 31, 2010 and using a 15 passenger van
- The hourly rate for this service will be \$52.23 and will escalate 3% annually, should the service extend beyond 2010.
- The service is based on 211 school days per year and 6 roundtrip runs per day

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

Brian Dickson      2/10/10  
Brian Dickson      Date  
General Manager

University of Central Florida

Raymond Puskas      2/15/10  
Raymond Puskas      Date  
Director of Purchasing

Legal Content Approval

J. Clark      Date 2/12/10

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 11

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

\_\_\_\_\_ Change in Period of Performance      \_\_\_\_\_ Change in Special Conditions  
\_\_\_\_\_ Change in Budget Categories      \_\_\_\_\_ Change in Funding Account  
\_\_\_\_\_ X Change in Scope of Work      \_\_\_\_\_ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

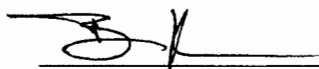
- Temporary shuttle service for the UCF College of Medicine Anatomy class, from October 12, 2009 to February 12, 2010, utilizing a mini bus
- The route for this service will be from University Towers in Research Park, to HPA Building #1
- The hourly rate for this service will be \$50.71 for all service performed within the above dates in calendar year 2009, and \$51.74 for all service performed within the above dates in calendar year 2010.

**Acceptance of Agreement**

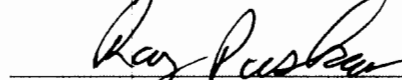
The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

 9/21/09  
Brian Dickson      Date  
General Manager

University of Central Florida

 9/25/09  
Raymond Puskas      Date  
Director of Purchasing

Legal Content Approval  Date 9/24/09

**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 10

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☒ Change in Scope of Work      ☐ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

- The conversion route 10 servicing "The Lofts" and "Jefferson Village" from a temporary expansion to a permanent expansion as of the date of this amendment. Two Glaval Apollo's will be purchased for this service, and will be delivered in late spring 2009. The hourly rate for this service will be \$50.71 from January 7, 2009 until the new Glaval Apollo's are received, and will increase to \$55.08 once the new vehicles are placed in service. This hourly rate will increase 3% annually.
- This amendment supersedes amendment nine which previously outlined the route 10 service as temporary, and being for the spring 2009 semester only.

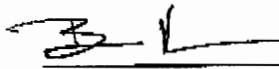
**Acceptance of Agreement**

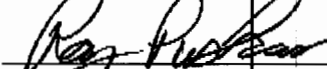
The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

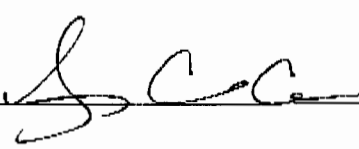
All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

 2/12/09  
Brian Dickson      Date  
General Manager

 2/19/09  
Raymond Puskas      Date  
Director of Purchasing

Legal Content Approval  Date 2-18-09

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 9

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☒ Change in Scope of Work      ☐ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include the following:

- Expansion of service on Route one (1) from five vehicles to six as of January 7, 2009. One 37ft Glaval Apollo will be purchased for this service, and will be delivered in early 2009. The hourly rate for this vehicle once placed in service will be \$55.08 and will increase 3% annually.
- Expansion of service on Route four (4) from four vehicles to five as of January 7, 2009. One 37ft Glaval Apollo will be purchased for this service, and will be delivered in early 2009. The hourly rate for this vehicle once placed in service will be \$55.08 and will increase 3% annually.
- Permanent expansion of route servicing the Rosen School of Hospitality for the remaining term of the UCF/ ACLO Inc. contractual services agreement, as well as modification of hourly rate. This amendment supersedes amendment four which previously outlined the term for the route servicing the Rosen School of Hospitality as only being for the spring and fall semesters of 2004. Additionally the rate increases as of January 1, 2009 to \$61.00 and includes service for eight roundtrips per day, four days per week to/ from the Rosen School and the main UCF campus.
- A temporary expansion of service creating route 10 servicing "The Lofts" and "Jefferson Village" apartment communities for the Spring 2009 semester. Two 30 passenger vehicles will be operated on this route at an hourly rate of \$50.71 per hour.


**Acceptance of Agreement**

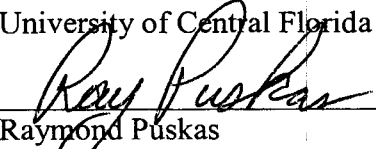
The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

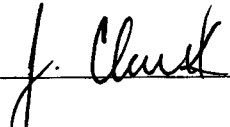
All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

  
\_\_\_\_\_  
Brian Dickson      10/31/08  
General Manager      Date

  
\_\_\_\_\_  
Raymond Puskas      11/13/08  
Director of Purchasing      Date

Legal Content Approval  \_\_\_\_\_ Date 11/12/08

**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 8

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☐ Change in Scope of Work      ☒ Other

**Description:**

In accordance with section 5.1.B Vehicles, the current UCF/ American Coach Lines of Orlando, Inc. contractual services agreement for student transportation services is amended in order to accommodate the purchase of new vehicles for the off-campus service, which will be ordered in April of 2008. TryKap Management, Inc. d/b/a/ American Coach Lines of Orlando, Inc. will make a deposit upon ordering the vehicles and will begin paying for them upon delivery. The current 2008 hourly rate of \$49.23 +3% annual increase will be increased to \$53.48 + 3% increase for each route, as each new vehicle is received and placed in to service.

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

Brian Dickson      4/3/08  
Date

Brian Dickson  
General Manager

Ray Puskas      4/3/08  
Date

Raymond Puskas  
Director of Purchasing

Legal Content Approval

Jordan Clark      4/2/08  
Date



**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No:** No. 7

**Contract Title:** Student Transportation Services

**Type of Modification/Amendment:**

☐ Change in Period of Performance      ☐ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☒ Change in Scope of Work      ☐ Other

**Description:**

The current UCF/ American Coach Lines of Orlando, Inc. Contractual Services Agreement for Student Transportation Services is amended to include transportation service for students and patrons of UCF Football games, on game days in accordance with the posted football schedule, for periods of service spanning prior to, during, and after each football game. This service will support both on and off-campus transportation needs within a two mile radius of campus.

The following rates will apply for this service:

47 passenger bus - \$69.50 per hour  
40 ft Blue bird transit bus - \$57.50 per hour  
30 ft Goshen transit bus - \$47.80 per hour  
30 ft Bluebird Ultra LMB transit bus - \$47.80 per hour  
15 passenger van - \$40 per hour

A four (4) hour minimum per vehicle will apply for all service except for instances of cancellation due to acts of God, terrorism, or natural disaster.

The current fuel surcharge language addressed in amendment #6 will be adopted for this service also.

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

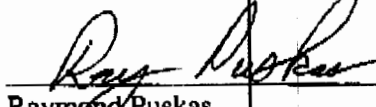
American Coach Lines of Orlando

University of Central Florida

Legal Content Approved

  
Brian Dickson  
General Manager

8/20/07  
Date

  
Raymond Puskas  
Director of Purchasing

8/27/07  
Date

Legal Content Approval \_\_\_\_\_ Date \_\_\_\_\_

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

Contractor: American Coach Lines of Orlando, Inc.

Modification/Amendment No: No. 6

Contract Title: STUDENT TRANSPORTATION  
SERVICES

Type of Modification/Amendment:

☐ Change in Period of Performance      ☒ Change in Special Conditions  
☐ Change in Budget Categories      ☐ Change in Funding Account  
☐ Change in Scope of Work      ☐ Other

Description:

The fuel surcharge schedule assumes diesel at \$1.85 per gallon including taxes and delivery. If fuel increases 10% or more from this base price for a sustained 30 day period, American Coach Lines reserves the right to charge a fuel surcharge on existing negotiated rates. The agreed upon surcharge shall be 1% of the current hourly rate for each incremental 10% increase in diesel fuel cost. The baseline for the increase in diesel fuel cost will be the average wholesale cost of one gallon of diesel fuel charged by three (3) national chains (to be mutually agreed upon). A detailed record of rate increases/decreases related to diesel fuel price changes will be provided to the University by American Coach whenever requested throughout the term of Agreement.

Acceptance of Agreement

The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

Kathleen M. Feder

Ray Puskas

Kathleen M. Feder  
General Manager

Date  
7-6-06

Raymond Puskas  
Director of Purchasing

Date  
7/10/06

Legal Content Approval

Jordan P. Clark

Date 7/2/06

UNIVERSITY OF CENTRAL FLORIDA  
Contractual Services Agreement Modification/Amendment

Contractor: American Coach Lines of Orlando, Inc.

Modification/Amendment No: No. 5

Contract Title: STUDENT TRANSPORTATION  
SERVICES

Type of Modification/Amendment:

☒ Change in Period of Performance ☐ Change in Special Conditions

☐ Change in Budget Categories ☐ Change in Funding Account

☐ Change in Scope of Work ☐ Other

Description:

In order to accommodate the purchase of five (5) new 40' Bluebird buses that will be ordered in June 2006, the contract term will be extended to run through December 31, 2013. The hourly pricing and annual increases will remain the same on all existing vehicles. The five (5) new 40' Bluebirds will begin with an hourly rate of \$57.50 per hour with a 3% rate increase each January, with minimum average billable hours per day of 12.5.

Acceptance of Agreement

The above-referenced Contractual Services Agreement Modification/Amendment is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

American Coach Lines of Orlando

University of Central Florida

Kathleen M. Feder

Kathleen M. Feder  
General Manager

Date  
7-6-06

Ray Puskas 7/10/06

Raymond Puskas  
Director of Purchasing

Date

Legal Content Approval

Jordan P. Clark Date 7/7/06

**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** American Coach Lines of Orlando, Inc.  
**Modification/Amendment No.:** No. 4  
**Contract Title:** **STUDENT TRANSPORTATION SERVICES**

**Type of Modification/Amendment:**

\_\_\_\_\_ Change in Period of Performance \_\_\_\_\_ Change in Special Conditions  
\_\_\_\_\_ Change in Budget Categories \_\_\_\_\_ Change in Funding Account  
\_\_\_\_\_ Change in Scope of Work \_\_\_\_\_ x Other

**Description:** In accordance with 5.1(A), Statement of Needs; (B), Vehicles; the term of the contract will change to a seven (7) year term effective January 1, 2005 – December 31, 2011, in order to accommodate the purchase of two (2) new Goshen buses that will be ordered in November 2004. TryKap Management, Inc. d/b/a American Coach Lines of Orlando, Inc. will make a deposit when they are ordered and begin paying for them upon delivery. The current hourly price will remain at \$45.06/per hr.

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment, along with the attached documentation (of appended), is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

TryKap Management, Inc.  
d/b/a American Coach Lines  
of Orlando, Inc.

University of Central Florida

Kathleen M. Feder 11-9-04 Wanda J. Canada 11/18/04  
Kathleen M. Feder Date for Raymond Puskas Date  
President/General Manager Director of Purchasing

Legal Content Approved  
YCC Date 11/10/04

**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** American Coach Lines of Orlando, Inc.

**Modification/Amendment No.:** No. 3

**Contract Title:** **CONTRACT FOR STUDENT  
TRANSPORTATION SERVICES**

**Type of Modification/Amendment:**

☒ **Change in Period of Performance** ☐ **Change in Special Conditions**

☐ **Change in Budget Categories** ☐ **Change in Funding Account**

☐ **Change in Scope of Work** ☒ **Other**

**Description:** The on-campus service rate will change from \$39.00/per hr to \$45.06/per hr beginning with the Fall 2004 term, with an increase of 3% per year, thereafter, as indicated on the attached letter dated July 16, 2004, from Kathleen M. Feder. ACL shall provide vehicles, as well as a modified operating schedule, which meets the University's approval, in conjunction with this change. Additionally, the initial term ("Initial Term") of the Contractual Services Agreement is hereby extended from August 24, 2008 to August 24, 2009.

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment, along with the attached letter from Kathleen M. Feder is hereby incorporated into the Contractual Services Agreement.

All other terms and conditions of the Contractual Services Agreement remain unchanged:

7-30-04 KMF TRANSPORTATION

TryKap Management, Inc.  
d/b/a American Coach Lines  
of Orlando, Inc.

Kathleen M. Feder  
Kathleen M. Feder Date  
President/General Manager 7-30-04

University of Central Florida  
(on behalf of its Board of Trustees)

Ray Puskas 8/5/04  
Raymond Puskas Date  
Director of Purchasing

Legal Content Approved

M. Heberich Date 7/21/04

**AMERICAN COACH LINES OF ORLANDO, INC.**  
**4950 L.B. McLeod**  
**Orlando, FL 32811**  
**(407) 826-9999**

July 16, 2004

John M. Clark, CAPP  
Manager, Parking Services  
University of Central Florida  
P.O. Box 163551  
Orlando, FL 32816-3551

Dear John,

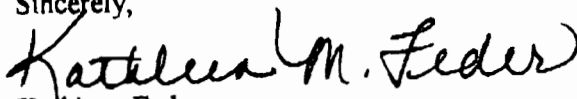
As we have discussed, American Coach Lines of Orlando proposes to acquire four new Ultra LMB Bluebird, low floor, high capacity buses for the On Campus Shuttle. This purchase is predicated upon a twelve-hour day per bus at the fall 2004 contracted rate of \$45.06 per hour. Additional years would increase at the rate of 3% per year as currently contracted. This offer is also dependent upon a one year extension of the existing contract to allow for a five year amortization of our purchase.

This pricing and offer is time sensitive as Bluebird of Fort Valley, Georgia currently has four of these vehicles in stock and ready to deliver. We are able to offer this tremendous savings by negotiating direct with the factory and Bluebird has offered this pricing through September 2004. Following this date, neither the buses nor the pricing we have negotiated will be available.

Seating configuration will be tailored to your needs. We have included a brochure depicting the subject vehicle for your review. American Coach Lines continues its commitment to increasing ridership on all UCF shuttles, including the on-campus routes.

Please let me know if Jay Raber or I can answer any questions for you regarding either the proposed equipment or the pricing.

Sincerely,

  
Kathleen Feder  
President/General Manager

**From:** Natasha Hellerich  
**To:** Canada, Debra  
**Date:** 7/21/2004 10:50:47 AM  
**Subject:** Re: American Coach Lines, "Draft" Amendment No. 3

Hi Debbie,

I spoke to Scott about changing the initial term of the agreement to 6 years (even though the RFP provided for 5 years ) and Scott said that he thought that would be fine because it did not constitute a major change from the RPF. As a side note, even though the language regarding the 1 or 2 year extension is still in our UCF Rules and thus in the RPF, we do not enforce this anymore and that language should be removed from the UCF Rules and our RFP. Anyway, please see the attached, revised version and let me know if it meets everyone's approval. If so, I will print out and sign off on a clean copy and your office can either pick it up or we can send it over. By the way, the request from John Clark was not attached to the e-mail you sent me.

Natasha

>>> Debra Canada 7/19/2004 4:57:39 PM >>>  
Hi Natasha,

Attached for your review is "draft" amendment no. 3 for American Coach Lines.

This amendment is written based on the request from John Clark and letter written by Kathleen Feder (both are attached).

In particular, we have a question about the verbage on the one year extension.

ACL is the result of RFP 3009LCSA which has an initial term of 8/13/03-8/12/08; with renewal terms of 1 or 2 years; or, not to exceed the initial terms.

ACL is concerned with having a specified 5 years from this point to amortize the buses that will be purchased. Could you please advise on how we should word the amendment? Thanks.

**CC:** Clark, John; Puskas, Raymond



**UNIVERSITY OF CENTRAL FLORIDA**  
**Contractual Services Agreement Modification/Amendment**

**Contractor:** TRYKAP Transportation Management, Inc.  
d/b/a Coach USA – Orlando

**Modification/Amendment No.:** No. 2

**Contract Title:** STUDENT TRANSPORTATION SERVICES

**Type of Modification/Amendment:**

- |   |   |
|---|---|
| <input type="checkbox"/> Change in Period of Performance    | <input type="checkbox"/> Change in Special Conditions   |
| <input type="checkbox"/> Change in Budget Categories        | <input type="checkbox"/> Change in Funding Account      |
| <input checked="" type="checkbox"/> Change in Scope of Work | <input checked="" type="checkbox"/> Other – Name Change |

**CHANGE IN SCOPE OF WORK:** TryKap Transportation Management, Inc. d/b/a Coach USA - Orlando will provide shuttle services between the University of Central Florida (UCF) Main Campus and the Rosen School of Hospitality Management four times daily Monday through Thursday and two times daily Friday, based upon UCF's proposed schedule. The total hours will be 46 per week and the service will run for two semesters, Spring 04 and Fall 04.

The University of Central Florida will be billed monthly for these services at a rate of \$48.00 per hour. Payment on all invoices is Net 30 days.

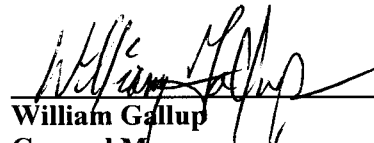
**OTHER – NAME CHANGE to:** TryKap Transportation Management, Inc. d/b/a American Coach Lines of Orlando, Inc.

**Acceptance of Agreement**

The above-referenced Contractual Services Agreement Modification/Amendment, is hereby incorporated into the Contract for Student Transportations Services between the parties dated 4/29/03.

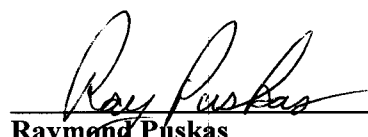
All other terms and conditions of the Contract for Student Transportation Services remain unchanged:

TryKap Management, Inc.  
d/b/a American Coach Lines  
of Orlando, Inc.

  
\_\_\_\_\_  
William Gallup  
General Manager

12/16/03  
\_\_\_\_\_  
Date

UNIVERSITY OF CENTRAL FLORIDA  
(on behalf of its Board of Trustees)

  
\_\_\_\_\_  
Raymond Puskas  
Director of Purchasing

12/16/03  
\_\_\_\_\_  
Date

Legal Content Approved

  
\_\_\_\_\_  
12/16/03

**First amendment (hereinafter "Amendment") to the Contract for Student Transportation Services between TryKap Transportation Management, Inc. dba Coach USA – Orlando and the University of Central Florida, on behalf of its Board of Trustees, dated April 29, 2003**

**Contractor:** TryKap Transportation Management, Inc.  
dba Coach USA - Orlando

**Modification/Amendment No.:** No. 1

**Contract Title:** Contract for Student Transportation Services

**Type of Modification/Amendment:**

- |   |   |
|---|---|
| <input type="checkbox"/> Change in Period of Performance    | <input type="checkbox"/> Change in Special Conditions |
| <input type="checkbox"/> Change in Budget Categories        | <input type="checkbox"/> Change in Funding Account    |
| <input checked="" type="checkbox"/> Change in Scope of Work | <input type="checkbox"/> Other                        |

This Amendment will cover the time period of August 25, 2003 – December 12, 2003 to cover class days during the Fall 2003 Semester, (beginning at either 7am or 7:30 am, and ending at 4:30 p.m., or as determined by University of Central Florida Parking Services) and may include modified routes and the addition of buses as determined by University of Central Florida Parking Services.

**Change in Scope of Work:** To include on-campus service exclusive of, but in addition to the contracted off-campus routes. However, the rate for vehicles used in the on-campus service will be \$39.00 per hour, per vehicle. The number of vehicles and minimum capacity of each will be determined by passenger demand load.

The above-referenced Amendment is hereby incorporated into the Contract for Student Transportation Services dated April 29, 2003.

All other terms and conditions of the Contract for Student Transportation Services dated April 29, 2003 remain unchanged and in full force and effect.

**IN WITNESS THEREOF, the parties hereto have executed this Amendment on the date set forth below.**

TryCap Transportation Management, Inc.  
dba Coach USA – Orlando

William Gallup 8/19/03  
William Gallup Date  
President

UNIVERSITY OF CENTRAL  
FLORIDA (on behalf of its  
Board of Trustees)

Ray Puskas 8/20/03  
Raymond Puskas Date  
Director of Purchasing

Legal Content Approved  
M. Hellebrich 8/18/03

**CONTRACTUAL SERVICES AGREEMENT MODIFICATION**  
**BY AND BETWEEN**  
**UNIVERSITY OF CENTRAL FLORIDA**  
**AND**  
**TRANSDEV SERVICES, INC**  
**Formally**  
**VEOLIA TRANSPORTATION**

**Contract Title: REQUEST FOR PROPOSAL #1114ZCSA – STUDENT  
TRANSPORTATION SERVICES**

Modification of the Agreement between the Board of Trustees of the University of Central Florida (UCF) and Transdev Services, Inc (formally Veolia Transportation) entered into and effective upon execution by all parties for the duration of the Agreement and in accordance with the terms of the Agreement.

The purpose of this modification is to change the company's name from Veolia Transportation to Transdev Services, Inc.

The provisions of this modification, unless and until modified by written document signed by both parties, shall prevail over all conflicting provisions in the Agreement and/or any attachments thereto.

All other terms and conditions of the Agreement and previous modifications to same (in their final version as agreed to between UCF and Veolia) remain unchanged. Transdev Services, Inc shall henceforth be responsible for full execution of the terms and conditions of contract 1114ZCSA: Student Transportation Services, which includes but is not limited to appropriate insurance and performance bonds.

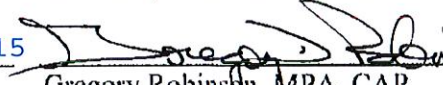
IN WITNESS WHEREOF, the parties hereto have executed this extension by a duly authorized representative.

Transdev Services, Inc

University of Central Florida

  
(Signature-Authorized Official)

4/7/15  
Date

  
Gregory Robinson, MPA, CAP  
Director of Purchasing

4/1/15  
Date

Mike Murray

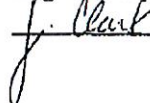
(Typed Named)

President & COO

(Typed Title)

\_\_\_\_\_  
(Typed Named)

Legal Content Approved



Date 4/1/15

**CONTRACTUAL SERVICES AGREEMENT MODIFICATION # 6**  
**BY AND BETWEEN UNIVERSITY OF CENTRAL FLORIDA AND TRANSDEV SERVICES**

**Contract Title: ITB/RFP/ITN #1114ZCSA (STUDENT TRANSPORTATION SERVICES)**

Modification of the Agreement between the Board of Trustees of the University of Central Florida (UCF) and Transdev Services (Transdev) entered into and effective upon execution by all parties for the duration of the agreement and in accordance with the terms of the agreement.

The purpose of this modification is to provide student transportation service to the local supermarket, which will be named the Grocery Shuttle route. Transdev will service this route by transporting students from UCF campus to the supermarket. A twenty-nine passenger shuttle wrapped with the UCF logo will be used at a rate of \$48.96 per hour exclusive of fuel. Shuttles used on this route must include ADA accessible lifts and seating for wheelchairs. Transdev will ensure the Grocery Shuttle is integrated in the Global Position System, which will relay real time arrivals and departures to students.

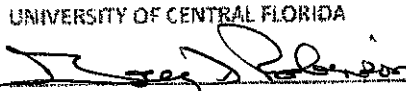
The provisions of this Amendment, unless and until amended by written document signed by both parties, shall prevail over all conflicting provisions in the ITB/RFP/ITN and/or any attachments thereto.

All other terms and conditions of the ITB/RFP/ITN (in their final version as agreed to between both parties) remain unchanged.


IN WITNESS WHEREOF, the parties hereto have executed this extension by a duly authorized representative.

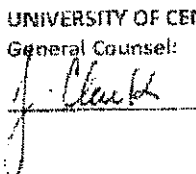
Transdev Services  
  
(Signature-Authorized Official) Date

Thomas R. Gahan.  
(Typed or Print Name)  
Regional Vice-President  
(Typed or Print Title)

UNIVERSITY OF CENTRAL FLORIDA  
  
Gregory Robinson, MPA, CAP Date  
Director of Purchasing

Gregory Robinson  
(Typed Named)

UNIVERSITY OF CENTRAL FLORIDA  
  
Date 11/12/15  
Curtis Sawyer, Associate Vice President of  
Administration and Finance

UNIVERSITY OF CENTRAL FLORIDA  
General Counsel:  
  
Date 11/6/15

Curtis Sawyer  
(Typed Named)

**CONTRACTUAL SERVICES AGREEMENT MODIFICATION #3  
BY AND BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA  
AND  
Veolia Transportation**

**Contract Title: ITB/RFP/ITN #1114ZCSA STUDENT TRANSPORTATION SERVICES**

**Modification of the Agreement between the Board of Trustees of the University of Central Florida (UCF) and Veolia Transportation (Veolia) entered into and effective upon execution by all parties for the duration of the agreement and in accordance with the terms of the agreement.**

**The purpose of this modification is to provide Student Transportation Service to the Plaza on University residential complex, which will be named Route 14. Veolia will service this complex with one full-sized UCF wrapped shuttle at the current student transportation contracted rate of \$48.00 exclusive of fuel. Shuttle must be ADA wheel chair accessible.**

**The provisions of this Amendment, unless and until amended by written document signed by both parties, shall prevail over all conflicting provisions in the ITB/RFP/ITN and/or any attachments thereto.**

**All other terms and conditions of the ITB/RFP/ITN (in their final version as agreed to between both parties) remain unchanged.**

**IN WITNESS WHEREOF, the parties hereto have executed this extension by a duly authorized representative.**

**(Vendor Name)**

**University of Central Florida**



02/06/14

**(Signature-Authorized Official)**

**Date**

**Gregory Robinson, MPA, CAP  
Director of Purchasing**

**Date**

R. Brian Wier

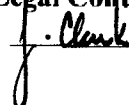
**(Typed Named)**

**(Typed Named)**

President

**(Typed Title)**

**UCF Legal Content Approved**



**Date** 2/6/14

**CONTRACTUAL SERVICES AGREEMENT MODIFICATION #2  
BY AND BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA  
AND  
Veolia Transportation**

**Contract Title: ITB/RFP/ITN #1114ZCSA (STUDENT TRANSPORTATION SERVICES)**

**Modification of the Agreement between the Board of Trustees of the University of Central Florida (UCF) and Veolia Transportation (Veolia) entered into and effective upon execution by all parties for the duration of the agreement and in accordance with the terms of the agreement.**

**The purpose of this modification is to provide Student Transportation service to the NorthView housing complex, which will be named Route 13. Veolia will service this complex with one full sized UCF wrapped shuttle at the current student transportation contracted rate of \$48.00 exclusive of fuel. Shuttle must be ADA wheel chair accessible.**


**The provisions of this Amendment, unless and until amended by written document signed by both parties, shall prevail over all conflicting provisions in the ITB/RFP/ITN and/or any attachments thereto.**

**All other terms and conditions of the ITB/RFP/ITN (in their final version as agreed to between both parties) remain unchanged.**


**IN WITNESS WHEREOF, the parties hereto have executed this extension by a duly authorized representative.**

**(Vendor Name)**

**University of Central Florida**

  
**(Signature-Authorized Official)**

**Date**

 10/16/13  
**Gregory Robinson, MPA, CAP** **Date**  
**Director of Purchasing**

Robert Brian Wier  
**(Typed Named)**

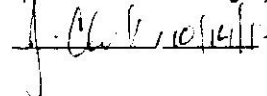
\_\_\_\_\_  
**(Typed Named)**

President CEO  
**(Typed Title)**

**Legal Content Approved**

\_\_\_\_\_  
**Date**

Approved as to Form and Legality





**CONTRACTUAL SERVICES AGREEMENT MODIFICATION #1  
BY AND BETWEEN  
UNIVERSITY OF CENTRAL FLORIDA  
AND  
VEOLIA TRANSPORTATION**

**Contract Title: REQUEST FOR PROPOSAL #1114ZCSA – STUDENT  
TRANSPORTATION SERVICES**

Modification of the Agreement between the Board of Trustees of the University of Central Florida (UCF) and Veolia Transportation (Veolia) entered into and effective upon execution by all parties for the duration of the Agreement and in accordance with the terms of the Agreement.

The purpose of this modification is to incorporate emergency transportation services in the event of a natural disaster or threat. Veolia will support the University of Central Florida, Parking and Transportation Services by transporting constituents to designated shelters or additional locations.

Transportation services will be requested in the event of any emergency, including natural, technological, and or man-made disasters and emergencies. A list of the local shelters and routes will be communicated and approved by UCF prior to all transportation activity. Veolia Transportation will assist with recording of names and number of passengers transported.

Veolia, along with UCF, will monitor the storm and evacuate when directed by UCF. In order to perform evacuations, Veolia is responsible for suspending regular student shuttle service as directed by Parking and Transportation Services as the storm approaches. Services should halt once the Tropical Storm has sustained winds of 40 miles per hour. Veolia shall resume regular shuttle services as soon as possible after a storm passes. The transportation provider will keep the University updated about the status of service every 60 minutes until service is fully restored.

**General guidelines:**

- Veolia will assist with transitioning from normal service to emergency mode between 48 and 72 hours before landfall of a storm.
- Regular student transportation services will cease as directed by Parking and Transportation Services before a storm's landfall.
- Between 24 and 48 hours before a storm's landfall, UCF will request Veolia to support the UCF Evacuation Plan.
- Veolia will invoice the Parking and Transportation Services department independently.
  1. During normal shuttle hours 6:00 A.M. – 11:00 P.M., Veolia will use UCF shuttles at the current student transportation contracted rate.
  2. During non-shuttle hours, the rate will be \$56.00 per hour with a 4 hour minimum when using UCF shuttle equipment.
  3. If additional equipment is needed beyond the number of UCF shuttle vehicles, Veolia will make its other bus equipment available to UCF at a rate of \$69.00 per hour with a 4 hour minimum.

The provisions of this modification, unless and until modified by written document signed by both parties, shall prevail over all conflicting provisions in the Agreement and/or any attachments thereto.

All other terms and conditions of the Agreement (in their final version as agreed to between both parties) remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this extension by a duly authorized representative.

Veolia Transportation

University of Central Florida

	<u>3-14-13</u>		<u>03/04/13</u>
(Signature-Authorized Official)	Date	Gregory Robinson, MPA, CAP	Date
		Director of Purchasing	

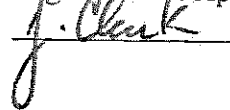
R. Brian Wier

(Typed Named)

(Typed Named)

CEO  
(Typed Title)

Legal Content Approved

 Date 3/11/13