



EAST PROVIDENCE SCHOOL BUS TRANSPORTATION

RFP# EPSD.DISTRICT.2025.0004

April 25, 2025

EAST PROVIDENCE
SCHOOL BUS TRANSPORTATION SPECIFICATIONS

TABLE OF CONTENTS

Bidding Schedule	5
General Information	6
Legal Notice	9
Current Contract Information	10
Bus Transportation Contract Specifications	12
1 Proposal	13
2 General	14
3 Definition of Terms	16
4 Equipment	18
5 Operators	22
• School Bus Monitors/Aides...	25
6 Operation	26
7 Indemnification and Insurance	28
8 Price Basis	30
9 Authority for Adjustments	31
10 Evidence – Ability to Perform	31
11 Assumption of Loss or Liability	33
12 Remedies of School Committee	33
13 Remedies of Contractor	34
14 Fuel Adjustment Clause	34
15 Increases	35
16 Performance Bond	36
17 Breach of Contract	36
18 Transportation Manager	37
19 Awards	37
20 Laws and Public Policy	38

21	Equal Opportunity and Affirmative Action	39
22	Payment	39
23	Time Schedules	40
24	Route Information	40
25	Late Buses	41
26	Field and Athletic Trips	42
27	Termination of Contract	43
28	Force Majeure	44
	Emergency Evacuation Plan	45

FORMS AND SUBMITTALS

1	Bid Submittal Form 1 (Basis of Award)	47
2	Bidder Registration Form	52
3	Assurance of Non-Discrimination Compliance	53
4	Contractor Information and References	54
5	Authorization for Release of Information	57
6	Non-Default Certificate	58
7	Tax Certification	59
8	Certificate of Non-Collusion	60
9	Bid Deposit & Performance Bond & LOC	61
10	Bona Fide Bid	62
11	Statement of Understanding	63
12	Terminal Location/Fueling Plans	64
13	Description of Equipment to be Used Under Contract	65
14	Driver Roster	66

APPENDICES

A	School Listing & Bell Schedule	76
---	--------------------------------	----

B	School Calendar	77
C	Current Transportation Routes	78
D	Recent Transportation Invoices	79

OTHER SUBMITTALS

- 1 Safety and Training Program**
- 2 CDL Drug Testing Policies and Procedures**
- 3 Accident Records, past 3 years**
- 4 Computer Routing Information**

BID SUBMITTAL FORM CHECKLIST	80
EVALUATION CRITERIA	82

EAST PROVIDENCE
SCHOOL BUS TRANSPORTATION
BID SCHEDULE

East Providence School Committee
Approval of bid specifications

April 24, 2025

Bid Specifications Release Date

April 25, 2025
10:00 A.M.

Bidders' Virtual Meeting

May 1, 2025
10:00 A.M.

Bid Due and Public Bid Opening

East Providence School District
1998 Pawtucket Avenue
East Providence, RI 02914

May 28, 2025
10:00 A.M.

Bid Award

East Providence School Committee

June 10, 2025

INVITATION to BID

General Information

The East Providence School Department is requesting Proposals from qualified vendors to provide student transportation services to the East Providence School Department, in accordance with the terms of this solicitation.

Instructions and Notifications to Proposers:

- Potential offerors are advised to review all sections of this Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this Request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this Request, or to provide oral or written clarification of its content shall be borne by the offeror. The School District assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date and may not be withdrawn.
- All pricing submitted will be firm and fixed unless otherwise indicated herein.
- Proposals misdirected to other locations or which are otherwise not present at the time of public opening for any cause, will be determined late and will not be considered., All late proposals will be returned to the vendor unopened.

- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222- 3040). *This will be a requirement only of the successful bidder (s).*
- Vendors are advised that all materials submitted for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- It is intended that an award pursuant to this Request will be made by the School Committee to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed subcontractor to be used are identified in the proposal. The district(s) reserve the right to investigate both the financial, managerial and relative transportation experience of any subcontractor so proposed. The Contractor, however, shall remain fully responsible for all aspects of these specifications and contract performance, even if performed by the subcontractor.
- Also, Proposers should be aware of the State's Minority Business Enterprise(MBE) requirements, which addresses the State's goal of ten per cent (10%) participation by MBE's in all State procurements. For further information, contact the State MBE Administrator at (401) 574-8253 or visit the website <http://www.mbe.ri.gov>. This is a goal **NOT** a requirement.

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of Policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090

- The East Providence School Committee reserves the right to accept or reject any or all options, alternatives, bids, proposals or portions thereof, to award or not award on the basis of cost alone, and to act in its individual collective best interests.
- At any point during the review process, any proposal found to be substantially non-responsive will be eliminated from further consideration.
- The East Providence School Committee may, at its sole option, elect to require presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

COPIES

In addition to the original and one (1) hard copy of the proposal, Respondents are requested to provide their proposal in electronic format (Flash Drive preferred) Microsoft Word /Excel OR PDF format is preferable. Only 1 electronic copy is requested. This flash drive should be included in the proposal marked "original".

LEGAL NOTICE
EAST PROVIDENCE SCHOOL DEPARTMENT

The East Providence School Department will receive sealed proposals for the furnishing of School Bus Transportation until May 28, 2025 at 10:00 a.m., at which time they will be publicly opened and read in the East Providence School District, 1998 Pawtucket Avenue, East Providence, RI 02914

The proposal requires the furnishing of scheduled School Transportation for all designated school children of the City of East Providence to include "Regular Transportation" and "Athletic and ExtraCurricular Activities" for a period of three (3) years, plus three (3) individual option years, beginning July 1, 2025. The successful bidder(s) shall be required to furnish all services necessary and required, but not necessarily limited to the following in general: Transportation Equipment, Maintenance of Equipment, Operation, Drivers, Monitors/Bus Aides, Supervision, Inspection, Registration, Licensing, Insurance and conformance to all applicable laws, rules, and regulations of the State of Rhode Island, Department of Motor Vehicles, Department of Public Utilities, State Police and the City of East Providence.

A virtual pre-bid conference for all interested bidders will be held on May 1, 2025 at 10:00 a.m. Bidders must email Craig Enos, Director of Finance at cenos@epschoolsri.com for the email invitation to the virtual meeting.

Specifications and Proposal Forms may be obtained electronically by visiting epschoolsri.org/purchasing or by contacting Diana Clarkin, Director of Operations by email at dclarkin@epschoolsri.com.

The East Providence School Committees reserve the right to accept or reject any and all bids, in part or in whole, at their sole discretion. The decision of the School Committee shall be final and binding on all bidders without recourse. All awards shall be subject to annual appropriation by the school district.

All pricing submitted shall be firm for a sixty (60) day period.

Craig Enos
Director of Finance
East Providence School Department

EAST PROVIDENCE SCHOOL TRANSPORTATION

Current Contractor:	Ocean State
REGULAR TRANSPORTATION	
Current Number of School Days	180
Fuel Provided By Contractor? Yes/No	Yes
Requirement that Buses be housed within the School District (Yes/No)	No
Bus Equipment Required (Yes/No):	
External P.A. System	Yes
Crossing Gates	Yes
Video Cameras	Yes
Inside Bus (2 - one in front, one in the rear)	Yes
Outside Bus	Yes
Global Positioning System (GPS)	Yes
AVS	Yes
Parent Bus Location App	Yes
Student Rider Attendance System	Optional
Seat Belts- Lap Belt Only	Optional
Three (3) Point (Lap and Shoulder) Seat Belts	Optional
Retractable Seat Belts	Optional
Other: _____	
Number of Current Buses Required for Regular and Special Education Transportation	
71 Passenger	33
35 Passenger	
19-20 Passenger	
Wheel Chair Bus	5
Other (Describe): _____	
Current Cost per Day per Bus for Regular and Special Education Transportation	
71 Passenger	\$367.48
35 Passenger	
19-20 Passenger	
Wheel Chair Bus	\$367.48
Other (Describe): <u>Vans as needed</u>	

Costs include Bus Monitors/Bus Aides (Yes/No)	No
ELC TRANSPORTATION	
Number of PreK Mid Day Buses Required	5
Cost per Day per Bus for Mid Day Routes	
LATE BUSES	
Number of Late Buses Required	3
Cost per Day per Bus for Late Buses	\$75.92
ATHLETIC & ACTIVITY TRIPS	
Athletic and Activity Trips	
Total Number of Trips 2024-2025 (estimated)	500
Current Unit Cost per Hour	\$62.50
Cost of Driver Wait Time	
Current Unit Cost per Mile	\$2.55
BUS MONITORS/BUS AIDES	
Bus Monitors/Bus Aides Provided by Contractor	
Current Cost per Hour	\$28.70

SCHOOL BUS TRANSPORTATION CONTRACT SPECIFICATIONS

BACKGROUND and DESCRIPTION

Overview

Rhode Island has in the past few years made an active effort to streamline and make more efficient services provided to its citizens. This is needed both to improve the quality of the services provided and to use scarce fiscal resources to achieve maximum results. Rhode Island's school districts are facing many dilemmas in meeting student needs with little or no increases in funding, and look to the state for not only direct education aid, but also for statewide solutions to issues not easily handled on a district by district basis.

Should the State develop a statewide program for regular transportation which requires the participation of the Rhode Island school districts, it would be the intent of the East Providence School Department, unless otherwise required by the State, to join such a program at the conclusion of this contract term.

The School District will require summer transportation. The summer schedule will be provided to the Contractor two weeks prior to the start of the respective summer program. The Contractor shall identify the cost of summer transportation on Bid Form 1 where noted.

Special Education Transportation

The District reserves the right to increase and/or decrease the number of buses and bus routes at any time in accordance with the terms and conditions of the Contract. Special education transportation services shall be provided using a minimum base service day of 5.0 hours. Currently, the District provides special education transportation services to each of its in-district school buildings. Out of district special education transportation services are provided via the statewide collaborative system under the auspices of the RI Dept. of Ed.

Private, Parochial and Charter School Transportation

The District reserves the right to increase or decrease the number of buses or routes at any time in accordance with the terms and conditions of the Contract.

The private, parochial and charter transportation services shall be provided using a minimum base service of 5.5 hours.

Currently, the district provides private, parochial, and charter school transportation services for all District resident students. The number of buses currently utilized to provide service, are included in the Regular Ed Transportation number. The District maintains a waiver through the RI Department of Ed. (RIDE) to provide transportation services for out of district locations. In the future, the State may provide these, as well as in-district locations, and therefore, the District will not be penalized in any way by the Contactor should such action be required by the State.

1 PROPOSAL

The essence of any student transportation service is that the students must be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a Contractor, the primary obligation of the Contractor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that the School District will be assured of continuous, safe and reliable service. Upon the award of a contract to provide transportation services, the School District places, and the Contractor accepts full responsibility for meeting those criteria according to the highest industry standards. Under the proposed contract, the Contractor shall be fully responsible for all aspects of providing the student transportation services subject to the terms and conditions stated herein.

The bidder for the furnishing of scheduled transportation for all designated school children of the City of East Providence (hereafter referred to as the District), shall include the furnishing of all services necessary and required, consisting of the following: Drivers, Monitors/Bus Aides, fuel, transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing. Insurance and conformance to all applicable laws, rules, and regulations of the State of Rhode Island, Department of Motor Vehicles, Department of Public Utilities and the East Providence School Committee.

The School District anticipates awarding the bid based upon the first year cost, to the lowest responsive and responsible bidder. That cost will then be adjusted annually for each subsequent year based upon the calculated Cost of Living index (All Urban Consumers), as determined by the Bureau of Labor Statistics (See Section 15, Page 39). In addition, the cost of fuel (propane, diesel and/or gasoline) will be adjusted quarterly during the term of the contract. This methodology allows the School District to share the future economic conditions with the prospective bidder. The Bidder therefore is not required to forecast these future economic conditions in order to protect its cost and build its "worst case scenario" into its fixed prices. This methodology has proven to be mutually beneficial to both the Bidder and the School District. This process has resulted in initial lower cost to the District while providing some economic protection to the Contractor.

1.1 Bidders submitting bids for School Bus Transportation must provide a complete bid package.

A minimum of one original and one hard copy are required plus one (1) copy in electronic format (flash drive preferred).(Microsoft Word or PDF format is preferred).

A virtual pre-bid conference will be held for all interested bidders on May 1, 2025 at 10:00 a.m. Bidders must contact Craig Enos via email at cenos@epschoolsri.com for the email invitation to the virtual meeting.

1.2 Bidder attendance, while highly recommended and advisable, is **not** mandatory.

1.3 The East Providence School Department consists of the following schools:

(SEE APPENDIX A)

- 1.4 The previous spreadsheet (Current Contract Information) describes the current number and configuration of vehicles being used in the performance of the current District contract. The current 2024-25 route information is contained in Appendix C. While the route configurations may change, the same numbers and configuration of vehicles are currently anticipated for the term of this contract.

2. GENERAL

The contract shall be for the initial period of three (3) years plus three (3) individual option years, beginning July 1, 2025 and ending June 30, 2028. Option years can be awarded at the sole discretion of the District upon one year's notice. Payment and performance obligations by the East Providence School Committee is subject to annual appropriation and availability of funds. Any amendment or agreement beyond the contract's original terms shall be in writing, signed by the parties and shall be in accordance with the provisions of applicable State procurement laws and regulations.

The contract periods contained within these specifications are as follows

Year :	#1	July 1, 2025 to June 30, 2026
--------	----	-------------------------------

	#2	July 1, 2026 to June 30, 2027
--	----	-------------------------------

	#3	July 1, 2027 to June 30, 2028
--	----	-------------------------------

Option Years

	#4	July 1, 2028 to June 30, 2029
--	----	-------------------------------

	#5	July 1, 2029 to June 30, 2030
--	----	-------------------------------

	#6	July 1, 2030 to June 30, 2031
--	----	-------------------------------

The East Providence School Committees reserve the right to accept or reject any and all bids; in part or in whole, at the School Committee's sole discretion, without any advance notification or discussion with any prospective bidder(s). The decision of the School Committee, in whole or in part, shall be final and binding on all bidders, without recourse.

The District reserves the right to require additional services during the term of this contract. The Bidder/Contractor agrees to provide such services at the then current cost, as identified on Bid Form 1 or according to any subsequent adjustments.

Routes and schedules are to be compatible with class schedules which shall be determined solely by the District, in cooperation with the successful bidder.

Only the School Committee reserves the right to rearrange, reassign, or adjust routes and schedules when it is in the interest of the School District to do so, at no additional cost to the District. All changes in routes are to be made by the Director of Operations. In the event that the School District revises school starting and ending times or extends the school year, the Contractor agrees to work cooperatively with the District to minimize the impact and cost impact of such changes.

The successful bidder must provide a separate telephone connection through which the School Department may make quick contact with the owner or his agent from 6:00 a.m. to 4:30 p.m. on days when schools are in operation. In addition, an emergency telephone number must be provided for emergency communication on other days or at other times. The owner or his agent must be willing to appear for conferences with the School Committees, Director of Finance, or Director of Operations, as necessary and when requested.

The bidder shall provide written reports of bus counts showing the number of riders on each bus and each round trip and these are to be supplied when requested. These reports are to be compiled by the successful bidder and turned into the Director of Operations within two days of the request.

The bidder shall designate a particular staff member, i.e. Manager(s), who shall be assigned to coordinate transportation arrangements under the contract and to carry out instructions submitted by the District from time to time.

The Manager, if known at the time of the bid, must be named and a resume for this individual must be included in the bid package. The Manager, if not known at the time of the bid, may be left as "to be designated" but must be provided prior to the signing of the contract. This person must have at least five years' experience managing a school bus operation similar in size and be located at the bus garage/parking area or school location on each and every school day from 6:00 a.m. to 4:30 p.m. He/she shall be responsible for the day-to-day coordination of such transportation.

Whether known at the time of bid or unknown, the District shall have the right of approval of the Manager.

Staff members shall be available to answer a separate phone line for the East Providence School District, and have strong working knowledge of day to day routes and student information.

Should any bidder to whom an award is made fail to enter into a contract within ten (10) days after notice of the award is mailed to him, the amount received from such bidder through his certified bid deposit check shall become the property of the District as liquidated damages for such failures. A Performance Bond may be required and cost for the same must be shown on the bid submittal form..

The contractor may elect to house the vehicles utilized in the performance of this contract outside of the School District. Whether housed in town or out of town, buses must be available for emergencies within 30 minutes of notification.

3. DEFINITION OF TERMS:

3.1 School Committee, School Department or District - refers to the East Providence School District School Committee, collectively or individually, as awarding authority or the administration to which responsibility has been delegated.

3.2 Awarding Authority - refers to the East Providence School Committee.

3.3 Contractor/Vendor/Conveyor - refers to the successful bidder(s) and collectively to the legal entity, its officer(s) and/or representative(s), which are legally bound to the bid and resulting contracts.

3.4 Mileage - the term mileage for the purpose of the bid and contract(s) shall mean the total miles traveled daily by the Contractor's vehicles in providing transportation for those students so authorized by the District, to and from the public schools located in the School District, or in the case of Vocational, Athletic or Field Trips to other locations as designated. However, mileage shall not include any mileage incurred in traveling without student passengers from the end of one route to the beginning of another route, or in traveling from the Contractor's garage to the beginning of a route, or, from the end of a route to the Contractor's garage. Said miles shall be referred to as "**Live Miles**".

3.5 Route Time - for the purpose of the bid and contract(s) travel time shall mean the total hours or fraction thereof, for student travel encompassing the period between student pickup and drop off.

3.6 Bus Driver - shall refer to the properly licensed operator of any vehicle used by the Contractor under the contract, including spare drivers.

3.7 Bidder - Each proposal shall contain the name of every person, firm, or corporation interested in the bid, and in the case of a corporation, shall state the name and title of the official or officials of the corporation by whom the Contract can legally be signed. If an agent submits the bid, his/her authority to contract must be clarified by attaching a copy of the existing Power of Attorney.

3.8 Bid Price Figures - Care should be exercised to ensure that all dollar figures are as intended by the bidder.

3.9 Receipt of Bids - Bids submitted prior to the date and time set for the opening may, upon written request signed by the bidder, be withdrawn, and if resubmitted they shall fully comply with all other conditions and requirements.

Bids received prior to the time established for the receipt of bids will be securely kept, unopened. The Finance Director or his designee, whose duty it is to receive all bids, will decide when the specific time has arrived for the opening of bids, which shall be at the time, date and place so specified.

No bid received by the Finance Director or his designee after the time and date established herein for the opening of bids will be considered, regardless of the cause for delay in the receipt of any such bids. Bids received after the time and date for receipt of bids will be returned unopened.

3.10 Bid Period - After public opening, no bidder may withdraw their bid prior to the execution and delivery of the contract unless no award has been made at the expiration of sixty (60) business days after the opening of bids.

3.11 Incomplete Documents - The School Committees does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete bid documents, including addenda, if any.

3.12 Document Interpretation/Correction - Questions arising from the Bid Specifications should be directed to:

Craig Enos
Director of Finance
East Providence School District
1998 Pawtucket Avenue
East Providence, RI 02914
Phone: 401-270-8243
Fax: 401-415-9856
Email: cenos@epschoolsri.com

who has the option of providing written answers to all prospective bidders. Oral answers are provided only for the purposes of clarification and should be viewed as clarification rather than superseding the bid specifications. Corrections and/or additions to the bid document will be made by written addendum and distributed electronically to all prospective bidders. All other corrections, interpretations, or changes made to the bid document in any manner will not be binding.

3.13 Addendum - Addenda will be issued by Email to all known prospective bidders. No addenda will be issued within the immediate three (3) business day period prior to the date of receipt set for such bids, except an addendum which withdraws or otherwise postpones the date of the bid opening. The official notice of withdrawal or postponement shall be the reading of record at the time and date set for receipt of such bids.

3.14 Bid Envelopes/Packages - Bid documents submitted by bidders shall be by sealed envelope/package clearly marked with **"BID DOCUMENTS: EAST PROVIDENCE SCHOOL BUS TRANSPORTATION"**. Also, the date and time of the bid opening, as indicated on the "Invitation to Bid", should appear on the envelope/package. The District, its officials, or employees shall not be liable for premature opening of a bid not properly addressed and identified.

4 EQUIPMENT

4.1 Failure to properly maintain buses in a manner satisfactory to the School District as directed below may result in termination of the contract. The bidder agrees to use only buses which have been carefully maintained and are in satisfactory operating condition, and to keep the buses in good working condition at all times, and to furnish all necessary fuel, oil, grease, tires, maintenance, and repairs throughout the entire period of this contract.

4.2 All buses shall be constructed, maintained, operated, and inspected in conformance with all applicable laws, regulations, and rules of the State Police, Department of Motor Vehicles and/or Department of Public Utilities. Inspection reports must be forwarded annually to the Director of Operations.

4.3 No bus shall be used which does not have a sign bearing the words "School Bus" attached to the front and rear of the vehicle, as required by State law.

4.4 There shall be no substitution of buses without permission of the Director of Operations or Finance Director for the duration of the contract period, including option years, except in the case of emergency breakdown, and then only for a period not to exceed one week. All substitute buses shall be subject to all contract requirements.

4.5 All new buses will be equipped with crossing gates. This requirement **MAY** be waived by the School District for existing vehicles.

4.6 Existing buses will be equipped with a minimum of two cameras, one in the front and rear and any new buses shall have a three (3) camera system. Videotapes/recordings will be maintained by the contractor for a minimum of seven days and will be available to school personnel during that period. Videotape/recording copies will be provided to school personnel upon request. Digital recording devices are preferred and shall satisfy this requirement. Any new buses purchased shall be equipped with digital video recording capability. A video recording warning notice shall be prominently displayed in all buses.

The District reserves the right and the Contractor agrees to allow the installation, (at District expense), of an outside stop sign camera system capable of recording drivers who pass a school bus with lights flashing and stop arm activated.

4.7 The bidder shall furnish buses which must meet the following requirements:

- a. All vehicles available for use at time of the bid, or which are to be available for use and added to the fleet after submission and anytime during the length of the contract, must have minimum seating capacity conforming to the standard specifications. Chassis and body must conform to all Federal Standards and fully meet or exceed all requirements of the State of Rhode Island.
- b. Vehicles furnished must comply with the General Laws of the State of Rhode Island and the rules and regulations of the State Police, Department of Motor Vehicles and the Department of Public Utilities relating to the transportation of public school children.
- c. At the start of the contract, no bus may be older than 5 years. During the life of the contract, including any option years, no bus may be more than 8 years old or have an accumulated mileage in excess of 200,000 miles. All buses used in the performance of this contract, exclusive of coach buses for athletic and field trips, will be type A, B, C, or D and have a minimum seating capacity as defined by State and Federal regulation. Any exception to this requirement will be with direct approval of the Director of Operations or the Director of Finance.
- d. The bidder shall see that all buses are kept at all times in a condition of cleanliness, interior and exterior, satisfactory to the Director of Operations or Director of Finance..
- e. Each bid shall contain a detailed description of each bus to be used, including the year of manufacture, model number, present mileage, make of body, make of bus, seating capacity, and present condition. The School District reserves the right to reject any unacceptable vehicle at any time during the term of this contract.

- f. In the event that the successful bidder does not have a fleet currently available to meet requirements, documentation satisfactory to the School District, as specified in the requirements, must be delivered to the Director of Finance within ten business days after notice of acceptance of the proposal is given to the bidder. The bidder MUST state that the vehicles to be utilized under this contract will meet the minimum specifications stated.
- g. The bidder must submit with bid data documentation identifying the composition of the bus fleet to be used during each of the years of the contract, and must give clear evidence of a commitment to replacing or updating the fleet to be used during the contract. The fleet used must have annual approval of the School District.
- h. Written reports of conditions of buses, as determined at the time of inspection, shall be presented to the Director of Operations or Director of Finance no later than ten days following the date of inspection.
- i. The school district name shall appear in large (6 inch) letters on both the driver and passenger sides of all buses used in the performance of this contract, including buses used for athletics and field trips (exclusive of coach buses). Route numbers, as required by the District shall also be prominently displayed on each vehicle.
- j. The School District reserves the right to require a certificate at any time from a garage of its choosing that the buses under contract are in good order with respect to brakes, lights, horn, mufflers, steering gear, windshield cleaners, doors, tires, windows, bodies, and any other safety related items.
- k. In carrying out the performance of the contract, the bidder shall guarantee a 10 percent reserve fleet (spare vehicles housed at the terminal, at no cost to the School District. Such a fleet shall comply with all provisions of the specifications.
- l. The total number of buses required under this contract requires adequate spare buses for athletics and field trips. Spare buses may be used for Athletic/Activity trips if not in daily service.
- m. The School District expressly reserves the right to acquire transportation for athletic, field trips, and/or other school activities from sources other than the Contractor, as may be in their best public interest.
- n. All vehicles utilized during the term of this contract shall meet or exceed any and all State and federal requirements and emission standards for heavy-duty highway diesel engines and vehicles.

Information listing the emissions control devices and particulate filters on the buses to be utilized under this contract shall be provided in the equipment description section of the proposal.

- o. There shall be no idling of school buses on school grounds or at assigned stops, other than that allowed by State or local regulation or policy.
- p. **Seatbelts:** The Contractor shall comply with all Rhode Island requirements regarding the installation and use of seat belts by students on buses. In addition, all special education and special education-wheelchair buses shall be equipped with any safety restraint devices, including but not limited to seat belts, star seats, booster seats and/or harnesses. Drivers shall ensure that all students wear their seat belts at all times. All students riding in wheelchairs shall be properly restrained to minimize injury in the event of an accident. Wheelchair locking devices shall be of the forward-facing type only.
- q. **Wheelchair Lifts:** All hydraulic, electrical, or mechanical wheelchair lifts or ramps used by the Contractor are subject to the continuous approval of the School District. Drivers assigned to operate wheelchair equipped buses shall be trained in the proper operation of the lifts.
- r. **Wireless or Radio Communications:** The Contractor shall provide each bus and spare bus with a two way radio to maintain continuous contact with the bus dispatcher. Radios shall have an individual distinct frequency, discrete private channel, discrete private carrier, or coded squelch. UHF radios must have a minimum power output of twenty-five (25) watts with 800 Mhz or fifteen (15) watts with 900 Mhz. The Contractor shall also provide at his own expense whatever electronic devices are necessary in order to provide radio coverage within the vehicle's area of operation. If required, a radio (hand held) will be supplied at no cost to the District Administrator.
- s. **First Aid Kits:** Each vehicle shall be equipped with an approved first aid kit, blood borne pathogen kit, bodily fluid spill kit, and approved equipment for artificial airway insertion. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.
- t. **Equipment Required by Law or Regulation:** Contractor shall supply and ensure that all of the vehicles have all such equipment, not otherwise specifically mentioned in these specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the by regulations adopted by the Rhode Island State Police.

- u. **Cameras:** All existing school buses will be equipped with a double camera digital video system. Any new buses purchased during the term of the contract, including option years, shall be equipped with a three (3) camera system. Recordings will be maintained by the Contractor and will be available to school personnel during that period.

The District reserves the right and the Contractor agrees to install, at District expense, an outside stop sign camera system capable of recording drivers who pass a school bus with lights flashing and stop arm activated.

In addition the District reserves the right and the contractor agrees, internal cameras from a 3rd party vendor could be installed at the vendor's expense and the cost of each bus will be reflective of the change. Should the District decide to use the 3rd party vendor, the contractor will provide 12volt power , mounting location and reasonable access for the 3rd party technicians.

- v. **Specialized Equipment:** The School Districts require a Global Positioning System (GPS) and Automated Vehicle Locating System (AVS)(Zonar or equivalent) and with a parent app for live time location of buses (First View or equivalent). The Contractor shall be responsible for the cost of procurement and installation of the system (hardware and software). Subsequent repair, maintenance and hardware replacement costs shall also be borne by the Contractor, the cost of which shall be included in the cost per day per bus as identified on Bid Form 1.

4.8 The School Committees reserve the right, during the term of this agreement, to adopt a policy regarding advertising outside or inside of the school buses utilized in the performance of this contract. The successful contractor shall cooperate with the School Department in the implementation of such policy. Any revenue generated as a result of such policy will accrue to and benefit the School Department. The contractor shall be reimbursed for any reasonable costs associated with the implementation of such policy, provided that such reimbursement shall not exceed 25 percent of the total revenue generated as a result of this policy.

4.9 School transportation services covered under this contract shall be under the complete authority and control of the Director of Operations.

5 OPERATORS

- 5.1 The contractor(s) shall furnish fully and properly licensed drivers to operate any vehicles used in carrying out the transportation services under the terms of this contract; including spare drivers, unless otherwise noted.
- 5.2 The Contractor shall establish a suitable wage scale that is designed to attract, employ and maintain experienced school bus drivers and monitors/aides. Assigned route drivers and monitors/aides shall be compensated on an hourly basis for route driving times as well as daily vehicle inspections as required by law, normal post trip inspections and daily bus cleaning. It is the intent of this requirement, to the extent possible,

to allow the Contractor to retain existing drivers and bus monitors/aide personnel, where otherwise qualified and meeting the hiring qualifications of said Contractor.

5.3 All persons assigned as regular or substitute drivers must be submitted, and be acceptable, to the Director of Operations or Director of Finance prior to August 1 of each year. The list of drivers, including a copy of their license, driving record, and CORI and SORI report shall be provided to the Director of Operations

a minimum of two (2) weeks prior to the first day of school of each year of this contract. The bidder shall supply the same documentation for all personnel, including management staff, mechanics, and any replacement drivers prior to their start of employment under this contract.

5.4 The School Committees reserves the right to accept or reject any and all drivers, if it is deemed in the best interest of the School District to do so. Further, the School Committee reserves the right to require any operator to submit to a physical examination at any time, at the sole cost to the contractor, by a doctor of medicine selected by the School Committee.

5.5 The bidder agrees to comply with rules, regulations, and requirements of the General Laws of Rhode Island, and amendments thereto, with respect to the licensing of school bus operators.

The School District reserves the right to request a change or removal of a driver at any time with or without cause. The contractor shall be obligated to comply within 24 hours of notice being provided by the Director of Operations or Director of Finance. The temporary or permanent removal of drivers from the Contractor's roster of drivers for the District shall not relieve the contractor of its responsibility to fulfill all the terms of the contract.

5.6 The bidder shall see that all drivers have on file with the bidder a report, made by a registered physician, that he is in sound physical condition and capable of performing the duties of a school bus driver. The physical examination certificate must be submitted once a year, as required by law.

5.7 As it is the intent of the School Committees to have the contractor provides professional drivers, evidence of the safety program used to meet the DMV/State Police requirements of required "in-service" training per driver per year must accompany the bid. This program shall be in compliance with all state and local transportation requirements. Any other safety/training programs, which the bidder uses, (not necessarily limited to drivers) should also be included with the bid package.

The Contractor shall agree, if required by the School District, that all drivers, including substitute drivers, shall be trained in First Aide, CPR, Seizure, Bullying, Assertive Discipline, Restraint Training, Allergic Reaction and/ or Epi-pen administration, threat assessment, suicide prevention, and special education training when deemed appropriate.

5.8 Bidders must provide evidence that they have in place and are compliant with all requirements for drug and alcohol testing, in accordance with the Federal Highway Administration regulations regarding

Commercial Drivers' License. The description of this program should list company policies regarding substance abuse and company procedures on drug testing.

5.9 A thorough background check is required for all drivers, including driving record and Criminal History Records (Expanded CORI) and SORI. Prior to the start of the school year, annually, the contractor will provide, along with the driver roster, driver signed authorizations to allow the School Department to conduct an independent CORI/SORI investigation. All drivers subsequently hired under this contract will also provide such authorizations prior to their start date. The School Department will strive to submit and process the CORI requests in a timely manner. The Contractor shall also be responsible for the fingerprinting of all drivers, substitute drivers and bus aides/monitors which it employs under this contract, as may be required by law and/or District policy.

5.10 Drivers shall not be permitted to carry any person, including the driver's children, other than a school employee while carrying pupils, unless such person is authorized by the Director of Operations or the Director of Finance.

5.11 There will be no smoking or vaping by drivers on vehicles or at school sponsored functions at any time.

5.12 Drivers must comply with all policies set forth by the School Department covering the conduct of pupils on the bus.

5.13 All drivers and bus monitors shall communicate effectively using English as the primary language.

5.14 Drivers will not leave a bus unattended when children are on the bus. In an emergency, the driver's first concern must be for the safety and welfare of the children.

5.15 The contractor will be responsible for conducting School Bus Safety Drills and School-Based Demonstrations as required by State law at no cost to the School Districts. Scheduled times will be coordinated with the

Finance Director or the Director of Operations and Transportation. The Contractor may be required, at no cost to the District, to provide a bus for up to 10 days annually for school based safety and bus evacuation training.

5.16 The contractor must certify that bus safety instruction has been provided for all bus drivers at least twice per year.

5.17 The bidder shall not alter any bus stop or change the direction of any route without prior written approval of the Director of Operations or the Director of Finance.

5.18 **ACCIDENTS:** Each and every accident shall be reported immediately by the driver to the Contractor as soon as possible, but in no instance more than 1 hour after its occurrence thereafter and the contractor will

immediately notify the proper school authorities. In all such cases, this report is to be rendered orally to the school authorities as soon as possible after the accident. In cases of bodily injury, the contractor must file a written report with the appropriate school official within 24 hours.

- 5.19 **UNAVOIDABLE DELAYS:** In the event of unavoidable delays or other circumstances, which interfere with the proper performance of a scheduled trip, the contractor must report to school authorities as soon as possible and information shall be included in the GPS/AVL and parent app.
- 5.20 In the interest of continuity, all bidders must agree to offer employment to the School District current drivers who meet those qualifications as outlined in Section 5 of these specifications and the Contractor's qualifications..
- 5.21 **SUBSTITUTE DRIVERS:** The contractor shall provide an adequate number of substitute bus drivers who shall be familiar with the routes to the maximum extent possible.
- 5.22 Drivers shall be responsible for checking and transporting rostered students.
- 5.23 **SCHOOL BUS MONITORS/BUS AIDES**

Bus Monitors/Bus Aides shall be Contractor employees, unless otherwise noted, and will be assigned to routes and vehicles by the Contractor as required by Rhode Island State statutes. At their sole discretion, the School District(s) may require bus monitors/bus aides in specific situations not specifically required by law, but where the needs of the specific students or students may require the assistance of said monitor/aide. School bus monitors/bus aides shall possess the qualifications and required background checks as school bus drivers, except the requirement for a commercial drivers' license and a school bus endorsement. Bus monitor/bus aides cost- salary and benefits- shall be the sole responsibility of the Contractor, unless otherwise noted.

The School District reserves the right to employ their own Bus Monitors/Bus Aides should it be in their best financial interests to do so. In the event that the District elects this option, the Contractor agrees to work cooperatively with the District in their scheduling, assignment and utilization.

Bus monitors/aides are required on all special education vehicles and all K-5 vehicles unless a waiver is granted by the Rhode Island Department of Elementary and Secondary Education. The contractor must notify the Director of Operations immediately if a waiver is necessary.

6 OPERATION

- 6.1 All buses shall be kept free of debris and cleaned by sweeping or vacuum cleaning daily and will be maintained free of noxious odors and poisonous gases at all times.
- 6.2 During school vacation periods, all buses will be thoroughly cleaned and sanitized inside and outside, including all windows. Under no conditions shall buses be operated when the operator's vision is impaired by conditions of the glass surface and the safety of school children would be in jeopardy.
- 6.3 Unless previously approved by the School District, the schedule of route operation shall be maintained in such a manner that students shall be picked up no earlier than 90 minutes before school starts and reach the school no earlier than 10 minutes before classes begin. Buses shall be scheduled to arrive no later than 5 minutes before the scheduled dismissal times. No bus shall leave the school until all students are boarded and seated.
- 6.4 Whenever possible, the contractor should be given notice of school cancellation due to inclement weather by 5:00 a.m. In the event of a change in opening or closing of school due to unusual circumstances, the contractor will be given reasonable notice and will respond to the need as soon as possible.
- 6.5 The operator shall maintain order on the school bus. School children who disobey instructions of the operator will be reported to the school principal for disciplinary action, according to School Committee policy. In the case of vandalism to school buses, all attempts will be made to identify the perpetrator. In no case shall the School District assume responsibility for such acts.
- 6.6 **SUBCONTRACTING:** It is understood, agreed upon, and made a part hereof and shall be part of the contract entered into between the School Committee and the successful bidder(s) shall not be assigned nor assignable, by way of subcontract or otherwise, without prior written approval of the School Committee.

Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed subcontractor to be used are identified in the proposal. The district(s) reserve the right to investigate both the financial, managerial and relative transportation experience of any subcontractor so proposed. The Contractor, however, shall remain fully responsible for all aspects of these specifications and contract performance, even if performed by the subcontractor.

- 6.7 It shall be the responsibility of the operator to assure that the safety of school children is not jeopardized during boarding and disembarking. The bus shall remain stationary until all children have safely crossed the street.

- 6.8** Operators shall report complaints by school children or parents of school children to the Director of Operations or school principal. Nothing herein shall prevent a driver from taking necessary precautions for any action by a child, which could cause bodily harm or damage to property. This may include contacting local police and emergency personnel. Bussing staff needs to adhere to the school district transportation discipline protocol.
- 6.9** Flashing red signal lights clearly visible shall be used and be in operation whenever students are boarding or disembarking the stopped vehicle.
- 6.10** As part of this contract, the successful bidder will be required to provide a satisfactory and reliable computer routing system. The system must meet the following minimum criteria:
- Utilize digitized mapping
 - Optimize routes (based on School District-designated parameters)
 - Schedule buses
 - List routes and stop times
 - List students by route and/or stops
 - Utilize existing student database information

Specific documentation regarding the bidder's routing system must be included in the bid package. At minimum, this documentation must:

- Identify the name of the routing system
- Describe the system and its operation, in terms of the above system requirements
- Include a copy of the software vendor's Licensing Agreement or Contract with the bidder, and
- Provide at least 3 references from School Districts for whom the bidder is currently providing such computer routing services.

If required, a copy of the contractor's computerized routing system software shall be provided to the School Department and updates as needed by the contractor at no cost to the School Department. Such software may be secured as "read only".

If unknown at the time of the bid, the routing software may be designated as "to be determined" but must be provided prior to the execution of the contract.

Routes MUST be provided to and approved by the local police department(s) prior to the start of school annually during the term of this contract.

- 6.11** The School Department shall have the sole authority to make or approve such changes deemed necessary in adjusting the number of buses, assignment of pupils, groups or routes, time and dates, or any matter affecting the specific individual needs of children.

NOTE: The School District reserves the right to obtain assistance from other than the Contractor relative to a review of routing and scheduling and oversight, management and the number of buses required to provide safe and efficient transportation services. Such assistance shall be at the sole cost to the District. Any changes required by the District throughout the life of the contract, shall be without penalty.

- 6.12** At the sole discretion of the School District, the School District reserves the right to develop routes independent of the Contractor for implementation by the Contractor.

NOTE: The School District reserves the right to provide routing and scheduling themselves or to acquire this service from an independent third party. Should this option be elected, the Contractor will provide a credit to the district for this service, the amount of which is identified on Bid Form 1.

- 6.13** All student loading shall be "right side" in order to minimize students crossing streets to the maximum extent possible. Other than "right side" shall be with School District permission.
- 6.14** To the extent possible, the same drivers shall be assigned to both the A.M. and P.M. routes. Regular drivers shall not be allowed to perform athletic and field trips if it interferes with their regular A.M. and/or P.M. schedule.
- 6.15** In the event of a dispute over mileage, GPS based electronic routing software shall be used for mileage calculations and verification.
- 6.16** Seating charts will be provided to the District within the first two weeks of school. When a new student is added to the route, a new seating chart will be provided to the Director of Operations.
- 6.17** Attendance logs will be provided to the Director of Operations at the end of each week while school is in session.

7 INDEMNIFICATION AND INSURANCE

- 7.1** The contractor shall hold harmless and indemnify the School District, their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action, which arise out of or are connected with, or are claimed to arise out of or be connected with any of the transportation services provided to the School District under any said contract or contracts. The foregoing provision shall not be deemed to be released, waived, or modified by reason of any insurance provided by the contractor there under.

7.2 The contractor shall maintain in effect insurance coverage with companies licensed in Rhode Island, with an AM Best minimum A rating or better and approved by the State Insurance Commissioner. Self-insurance is not allowed or acceptable.

7.3 The successful bidder must furnish certificates of insurance with a thirty (30) day cancellation clause to the School District within thirty (30) business days after the notice of acceptance of its bid is given or mailed by the School District. The contract will not be signed on behalf of the School Committee nor shall it be valid unless the certificate of insurance has been delivered to and approved by the Director of Finance or his/her designee. The types and minimum amounts of insurance shall be:

- Workers' Compensation--- per State Requirement
- Personal Injury -- \$ 1 million aggregate
- Property Damage
\$ 500,000 each occurrence and \$ 1 million aggregate
- Auto Liability
 - \$ 1,000,000 CSL with \$ 10,000,000 excess coverage (Umbrella)
- Uninsured Motorist
 - \$ 500,000 each person
 - \$ 1,000,000 each accident
- Under Insured
 - \$ 500,000 each person
 - \$ 1,000,000 each accident
- Commercial General Liability
 - \$ 1,000,000 each occurrence
 - \$ 2,000,000 aggregate
- Liability Excess Coverage (Umbrella)-- \$ 10,000,000

The preceding rates and limitations MAY be reduced or revised at the sole discretion of the School Committee.

- a. All bidders shall submit a Certificate of Insurance, as outlined, for the first year of the contract prior to contract signing.
- b. By July 1st of each year of this contract the Contractor will furnish a copy of its insurance for the payment of compensation and the furnishing of other benefits under Workmen's Compensation Law or equal insurance to all persons to be employed under this contract and shall continue such

insurance during the term of this contract. Failure to provide and continue such insurance as aforesaid shall be deemed a material breach of this contract and shall be cause for immediate termination.

- c. **The bidder's accident record for the previous three (3) years for New England States where they have operated or have held contracts must be prepared by the bidder's insurance carrier and submitted with the bid.**
- d. The certificate of insurance submitted by the bidder shall contain the following language: "No cancellation of or change of or revision in the insurance by the Insurer or the Insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice thereof is delivered to the East Providence School District at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid, and evidenced by a return receipt, or the insurance is cancelled, the contract is null and void."
- e. Within 30 business days after notice of acceptance of proposal is given or mailed by the School District to the successful bidder, the contractor shall deposit with the School District, certificates from the insurer to the effect that the insurance policies required in the above section have been issued to the contractor. The certificates must be satisfactory to the School District.
- f. Both the School District and the City of East Providence shall be named as additional insured under this contract.
- g. The Contractor must file with the Director of Finance or Director of Operations and Transportation a copy of these policies no later than two (2) weeks prior to the first day of school each school year during the contract period.

8 PRICE BASIS

- 8.1** The contract prices shall include the cost of fuel, garaging, oil, grease, repairs, wages and benefits of drivers, taxes, fees, licenses, permits, certificates, insurance costs, and such other charges as are needed in connection with the contract work and to keep the school bus properly equipped and in good operating condition, unless otherwise noted.
- 8.2** Price bids will be accepted by the School Committee as firm prices.

9 AUTHORITY FOR ADJUSTMENTS

- 9.1** A scheduled trip may be cancelled by the Director of Operations, Director of Finance or their designee by notifying the contractor orally or in writing as soon as possible on or before the day on which the particular trip is scheduled. There shall be no charge for trips cancelled.

Any trip cancelled with less than 2 hours' notice to the Contractor shall result in a charge to the District of 2 hours of driver time, at the driver rate designated on Bid Form 1 for Athletic Trip Driver Time.

- 9.2** The Director of Operations, Director of Finance or their designee shall have the authority to make such changes as he/she deems necessary in the number of buses, assignment of pupils, groups, or routes, times and dates, or any matters affecting the specific individual needs of children. Any cost increases or decreases will be prorated at the cost per day per bus in effect at that time.

10 EVIDENCE OF ABILITY TO PERFORM

- 10.1** It is the intent of the School Committee to award a contract to any bidder who furnishes satisfactory evidence that it:

- Has ability and experience in school bus transportation
- Has sufficient capital and the financial ability to perform this contract
- Has available or can demonstrate the acquisition of buses meeting the requirements listed herein, and
- Employs duly licensed and trained drivers to enable it to perform the work to the satisfaction of the School District

- 10.2** Bidders will be required to further submit the following pertinent information:

- a. Each bidder shall include with the bid documents a reference list, recording all contracts held currently or at any time within the most recent five (5) years in Rhode Island, Connecticut and/or Massachusetts, including the name and address of the contact person. In order to be considered responsive and responsible, each bidder must provide evidence, satisfactory to the District, of being able to fully perform all aspects of this contract. No bid submittal shall be accepted from any bidder who has defaulted on or had a public school contract terminated for cause in the past five (5) years or has defaulted on their bid after a bid opening. In addition, the District reserves the right to review contracts which were terminated for convenience within the past five (5) years.
- b. Letters of reference must be provided with this bid from a minimum of three previous contracts and from a minimum of two current public school contracts.

- c. The School District and/or their agents reserve the right to investigate the performance of any and all bidders. Furthermore, the bidder specifically agrees to hold harmless the School District and/or their designee(s) or agent(s) for the solicitation or acquisition of any and all information gained through this investigation process. The bidder further waives any right to privacy, or disclosure by any party, relative to disclosure of any information provided as part of this investigatory process.
- d. The School District and/or their agents reserve the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It/They further reserve the right to request and the Bidder agrees to provide reviewed/audited Financial Balance Sheets and Income Statements for the prior year and/or the previous two years. The District further reserve the right to withhold the awarding of any contract under its/their jurisdiction when the bidder is unable or refuses to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the bid documents. Any financial information provided will remain confidential and used solely for the purpose of evaluating the Bidders capability to perform under this contract.
- e. **The District reserves the right to waive any or all of these requirement for any newly established company wishing to bid under these specifications, provided, however, that this company provides evidence of their financial and management capability of performing all aspects of this contract. Such evidence to be accepted at the sole discretion of the District, without recourse by the bidder.**
- f. A statement outlining the proposed fuel supply method to be used in the performance of the contract, including bulk fuel storage facility and permit, if applicable, shall be provided with this bid.
- g. The housing location of vehicles serving the School District shall also apply to fuel storage facilities. Fuel storage facilities are NOT required to be located within the City of East Providence.
- h. The total number of contractor and/or public prosecutor-initiated complaints of drug and/or alcohol abuse against bidder operators during the previous three years and disposition of same shall be provided..
- i. Certification of State and Federal Tax Compliance
- j. Bid Security Deposits –A bid security deposit in the amount of ten thousand dollars (\$10,000.00) is required in the form of a bid bond, certified check or cashiers' check issued by a responsible bank, or trust company, payable to the **East Providence School District**. Bid security deposits will be returned to the unsuccessful bidders upon award of the contract(s) to the successful bidder(s). The security deposit

of the successful bidder(s) shall be returned upon receipt of both a signed contract and performance bond, if required.

11 ASSUMPTION OF LOSS OR LIABILITY

- 11.1** The bidder agrees that it shall pay for or cause to be paid for all labor performed or furnished and all materials used or employed in the performance of the work under this contract, unless otherwise noted.
- 11.2** Any school property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by the contractor, at its expense, and the materials and workmanship used must be first-class in every respect. In the event of the failure of the contractor to make such repairs promptly to the satisfaction of the School District, it may, at its discretion, direct that such repairs be made, that the cost of such repairs be charged against the contractor, and that any sum of money due the contractor be applied to meet the cost of such repairs.
- 11.3** The contractor is retained solely for the purpose and to the extent set forth in this agreement. During the term of this contract, the contractor's relationship to the School District shall be that of an independent contractor. The contractor shall have no capacity to involve the School District in any contract or to incur any liability on the part of the School District. Assignment of any interest in or to this contract is expressly prohibited.
- 11.4** Should the contractor engage in conduct found in violation of the conflict of interest laws with regard to this contract, the agreement shall be subject to termination on that basis.

12. REMEDIES OF SCHOOL COMMITTEE

- 12.1** If the contractor fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this contract, the School District may make any reasonable purchase or contract to purchase services in substitution of services due from the contractor, and may deduct the cost of any substitute contract, or the damages sustained by the School District due to non-performance or non-conformance of service, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.
- 12.2** If the damages sustained by the School District as determined by the Director of Finance or Director of Operations exceed sums due or to become due, the contractor shall pay the difference to the School District upon demand.

12.3 The contractor agrees that if it is determined at any time by the School District that the contractor has violated any of the provisions of this contract, the School District may terminate this contract any time with 30 days notice. The Contractor shall have that 30 day notice period to cure or remedy the contract violation. Determination may be based on default in performance, non-conformity of performance, deficiency excused by failure of presupposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership, or a general assignment for the benefit of contractor's creditors impairs the value of service under this contract.

12.4 Bankruptcy or insolvency shall be grounds for the termination and rebidding of the respective contract(s).

13. REMEDIES OF CONTRACTOR

13.1 If damages, other than loss of non-performed or non-conforming services, are actually sustained by the contractor due to any act or omission for which the School District is legally responsible, the Contractor shall have delivered to the Director of Finance or Director of Operations a detailed written statement of such damages and cause, within five days of the act or omission by the School District.

14. FUEL ADJUSTMENT CLAUSE

The first year cost calculations (Basis for Award) shall be inclusive of fuel costs for the 2025-26 year.

Thereafter, the Contract shall be adjusted quarterly to reflect changes in Contractor's cost of fuel. The baseline fuel cost will be set as of first date of the contract (July 1, 2025) and used as the benchmark for subsequent price escalations and reductions. Fuel Adjustment shall be capped at +/- 10% of the baseline or share average. For the purposes of pricing the proposals in response to this RFP, the baseline cost shall be the per gallon cost of propane, diesel fuel, and unleaded gasoline, exclusive of all applicable State and Federal excise and sales taxes on July 1st of the contract start date for the school district. Each quarter during the term of the Contract, including any renewals or extensions, Contractor's last monthly invoice shall be adjusted for increases or decreases in fuel costs calculated by multiplying the number of gallons of diesel/gasoline fuel purchased by Contractor for consumption in the performance of the Contract by the difference between the appropriate Base Fuel Cost and the average cost per gallon of diesel fuel paid during the preceding quarter. The average cost shall be determined by taking the arithmetic average of the mean prices (average of the high and low price published each day) as published in Wall Street Journal-New York Barge Price that are effective during the quarter.

The amount of the adjustment will be calculated by the following method:

The fuel adjustment will be calculated by subtracting the baseline price from the adjusted average price and multiplying the difference by the number of gallons used. If the adjusted average price is more than the baseline

price, the customer will pay the contractor the difference. If the adjusted average price is less than the baseline price, the contractor will pay the school district the difference.

The following industry mileage standards will be used to calculate the number of gallons used:

Type A Buses:	8.0 MPG
Type B Buses:	8.0 MPG
Type C Buses:	7.0 MPG
Type D Buses:	6.5 MPG
School Vehicles:	15 MPG

The route mileage for each bus will be determined from the computerized routing information and will be multiplied by the number of days in the quarter and then divided by the respective miles per bus to determine the number of gallons used in that quarter. The calculated number of gallons shall be multiplied by the fuel price difference to determine the fuel escalation/de-escalation amount.

Fuel adjustments are **NOT** subject to COLA adjustments.

15. INCREASES

The Contractor will propose annual increases to the District.

16. PERFORMANCE BOND

- 16.1** The contractor shall furnish a mandatory performance bond, greater than or equal to 50% of the annual value and issued by a company licensed to do business in the State of Rhode Island. It will be in a form that is satisfactory to the School District for the duration of the contract, within 10 working days of award of contract. The cost of the bond shall **NOT** be included in the bid cost for each year of the bid. The School Committee, at its sole discretion, reserves the right to eliminate or reduce the bond requirement from 100 percent if it deems it to be in the best public interest. In the event of a requirement of the bond amount, the contract price will be increased accordingly, prior to the execution of the contract. The Contractor shall identify the annual cost of the Performance Bond to the vendor on Bid Form 1.
- 16.2** If required, failure to submit a performance bond within 10 working days after the award of the contract shall be deemed a breach of contract on the part of said vendor by the School District and the School District shall proceed to award said contract for transportation to the next responsible bidder. Bond value is to be equal to or less than the annual amount of the contract.
- 16.3** An Irrevocable Letter of Credit (LOC) satisfactory to the School District may be substituted for the required performance bond. The LOC shall be for the full amount of the annual amount of the contract and provided for each year throughout the term of the contract.

17. BREACH OF CONTRACT

- 17.1** In the case of failure on the part of the contractor to execute the work as per agreement, the School District reserves the right to terminate the contract, satisfying its wants through another responsible contractor, and the School District shall collect from the contractor through the performance bond or letter of credit any difference in price as a result of such failure on the part of the contractor.

- 17.2** Exercise of the rights herein specified shall not impair or affect the School District's right to recover the damages for breach of contract, either by suit on the contract or on the bond or LOC securing it.
- 17.3** In the event of a labor action, strike, or any other reason which causes the interruption of services or operations, the School District reserves the right to secure such other transportation as may be necessary and charge the cost of the same to the contractor.
- 17.4** Bankruptcy or insolvency shall be grounds for the termination and rebidding of the respective contract.

18 TRANSPORTATION MANAGER

- a. The contractor receiving the award will be required to provide at a minimum full-time manager/dispatcher or sufficient staffing as deemed appropriate by the district, who will assume control of the buses, drivers, monitors and aides. The manager shall be available from the hours of 6:00 a.m. to 4:30 p.m. each school day.

The school district reserves the right to require the replacement of the Contractor's Transportation Manager/Dispatcher for inadequate customer relations and/or lack of management skills, as determined by the school district.

The Transportation Manager/Dispatcher may be required, at no additional cost to the School District, to provide daily assistance in transportation monitoring, driver supervision, route review and attend administrative meetings.

19 AWARDS

- 19.1 Rule for Award:** The rule for award for the school district shall be the lowest responsible and responsive bidder for the sum of the costs for year 1 (FY'2025-26) for each category so identified as the "Basis for Award" on Bid Forms #1. Such costs shall be adjusted annually by the Cost of Living index described in Section 15 of these specifications.
- 19.2** The award will be made not only on the price basis but also in consideration of the experience, equipment, and the apparent capability of the contractor to perform efficiently and effectively as outlined in the Checklist of Minimum Evaluative Criteria attached. The School Committee reserves the right to reject any or all bids, any part thereof, and the right to waive any or all informalities contained therein, if it is in the best interest of the School District.

19.3 The successful bid will be based on the total aggregate costs for the first contract year for the school district and provided that such bidder is deemed to be responsive and responsible according to the following:

RESPONSIVE BIDDERS – will be those that comply with the following:

- a) Submit bid deposits as required by specifications;
- b) Submit all bid Forms and required documentation as outlined on the Bid Checklist.
- c) Submit all materials by bid due date and time

RESPONSIBLE BIDDERS – will be those that meet the following criteria:

- a) Contractor must have been in the school transportation business, operating Type C/D passenger buses, for at least 5 years-unless waived by the District for newly established companies;
- b) Contractor must have at least 3 current or former public school bus contracts with at least 10 buses per contract, none of which have been terminated- unless waived by the District(s) for newly established companies;
- c) Contractor must have demonstrated ability to acquire a bond or irrevocable letter of credit from a bank licensed to do business in Rhode Island;
- d) Contractor must be able to provide a demonstration of sufficient financial capacity and capital to handle a contract of this size;
- e) Contractors must be current in the payment of all Federal, State and Local taxes, to include vehicle and fuel taxes, excepting any for which litigation or dispute filings have been made as of the date of these specifications;
- f) Contractors will have presented favorable references supporting their capacity and capability to perform this contract.

20 LAWS AND PUBLIC POLICY

20.1 This contract is made subject to all laws of the State of Rhode Island. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.

20.2 The contractor shall keep itself fully informed of and agrees to comply with the pertinent federal, state, and municipal laws, ordinances, rules, and regulations in any manner affecting the services embraced in this contract.

20.2.1 The contractor shall procure all applicable permits, licenses, and approval necessary for the performance of services under this contract at the contractor's expense.

20.2.2 The School District does not allow “standees” on vehicles. All children must be seated at all times during transportation.

21 EQUAL OPPORTUNITY CLAUSES

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of Policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at 222-3090.

22 PAYMENT

22.1 Payment shall be made in conjunction with invoices approved by the Director of Operations and Director of Finance. All invoices shall detail the requested amount and shall include, as a minimum, the following: purpose/category of service, dates of service, number of vehicles, rate, wait time and mileage.

22.2.1 All bills are to be submitted to the School District Operations Office on a monthly basis, in ample time to be properly processed by the School Committee for payment.

22.2.2 Payments for services under this contract will be made monthly to the contractor upon submission of an itemized invoice in triplicate. Payments on a monthly basis, September through June, in the amount of 1/10th of the annual contract price, will be considered, with any adjustments to be made with the final (June) payment.

22.3 No assignment or subletting of the contract or work, nor assignment of money due or to become due, shall be made without the written consent of the School Committee.

22.4

- a. If a bus does not do a route either morning or afternoon, there will be no compensation for ½ day's route price for each session which was affected. If part of a route is not completed, either morning or afternoon, and continues beyond the third consecutive day, there will be no compensation for ½ the route price retroactively to the first day.
- b. The Director of Operations may waive any of the above penalties based upon an acceptable explanation of circumstance.

- c. Buses which only perform a morning or an afternoon run will be charged at one half (1/2) of the cost per bus per day rate in effect at that time.

23 TIME SCHEDULE

23.1 The times indicated in the morning are the times when the students must be in school. Buses may arrive up to 10 minutes before this time.

See School Listing and Bell Schedule –Appendix A

23.2 Opening and closing times are subject to change and the School District agrees to provide adequate notification to the contractor of any time changes .The Contractor agrees to work cooperatively with the School District(s) to minimize the impact and cost of any school schedule changes.

24 ROUTE INFORMATION

Current 2024-25 school year routes are enclosed-

See School District-Current Route Information -Appendix C.

These routes are to be used only as representative of the transportation services required under these contracts. It is expected that, based upon future enrollment patterns, that these routes will be modified as required to provide safe and efficient student transportation.

The Bidder submits a bid for transportation of pupils as set forth in the specifications and bid contract and agrees, if this proposal is accepted, that the transportation of school children will be for a period of three (3) years, plus three (3) option years, beginning July 1, 2025 and ending June 30, 2031. Option years may be awarded at the sole discretion of the School District(s) with one year's notice.

The specifications, as drawn by the School District, for the purpose of the bid, shall be considered a part of the contract to be entered into. A School Year is defined as the number of days in which pupils qualify for attendance purposes, as amended from time to time and as adopted by the School District. For representative purposes, the School District calendar for the 2025-26 school year is included in Appendix B.

This bid is determined on the basis of the number of days of school student attendance as adopted by the School District. Should the School District extend the school year, the contract shall be adjusted by the vehicle per diem rate in effect at that time.

The district's contract specifications are designed based on current routes which require contracting for an approximate number of buses as identified on Bid Form 1 of these specifications, exclusive of spares and athletic buses. Changes in demand during the term of the contract may require as many as 25% more buses or 25% fewer buses in each or any year of the School District contract. Changes within this range may be made without the necessity of rebidding the contract.

The rates identified annually relative to increases and decreases of vehicles and for driver time shall be used throughout the term of this agreement.

Driver time shall be calculated according to the number of buses (drivers) x live mile route times for each tier X number of school days.

If an **increase** in the number of buses needed for regular transportation is desirable, at the sole discretion of the School District the cost shall be at the calculated cost per bus per day in effect for that year for each bus **increased**.

If a **decrease** in the number of buses needed for regular transportation is desirable, at the sole discretion of the School District the cost shall be at the calculated cost per bus per day in effect for that year for each bus. In the event in a reduction in the number of buses required during the school year, the Contractor shall be provided with a minimum of 30 days' notice, during which notice period the Contractor shall be paid twenty (20%) of the cost per day for that vehicle for each day up to 30 days. After 30 days, the District the contract shall be reduced by the total cost per day for that vehicle for the remainder of the contract year. Any notification of the reduction of buses prior to the start of the school year shall be at no cost to the District and the contract will be reduced by the total cost per day for that vehicle.

If a route change is desirable, at the sole discretion of the School District which **increases or decreases** the average driver time more than or less than 5 hours per day, an **increase/decrease cost** shall be based upon the rate per hour identified on Bid Form #1, proportional to the actual time increase or decrease per route/vehicle.

If a change is desirable, at the sole discretion of the School District which **increases or decreases** the average annual total live miles plus or minus 10%, an **increase/decrease cost** shall be based upon the mileage rate identified on Bid Form #1, for that respective school district contract.

25 LATE BUSES

25.1 The School District may need transportation for students remaining after the regular dismissal time for educational purposes. The contractor agrees to furnish such transportation whenever requested by the School District at the rates set forth in his accepted bid. Payment for services provided under this paragraph will be made in accordance with the preceding section 22.

Drivers shall notify the dispatcher whenever it appears they will be ten (10) minutes or more behind the

scheduled time in arriving at their destination. The dispatcher shall notify the impacted school(s).

- 25.2** In 2025-31, After School buses may be required as identified on Form 1 for the District. The District reserves the right to reduce or eliminate this provision and the subsequent cost per day per bus for this service.

26 FIELD AND ATHLETIC TRIPS

- 26.1** The School District will need transportation for field trips and athletic events. The contractor agrees to furnish such transportation whenever requested at the rates set forth in its accepted bid. Payment for services provided under this paragraph will be made upon receipt of an itemized invoice.
- 26.2** The contractor may be required to transport students directly to their homes or to a School District designated location if any bus carrying School District students out of the District after school hours incurs a breakdown exceeding a ½ hour delay. It will be the responsibility of the contractor after notification to the school department, to notify parents waiting at the drop-off point of the breakdown and that the students will be brought directly home, unless otherwise directed by the School District.
- 26.3** A scheduled trip may be canceled by the Director of Operations, Director of Finance or their designee by notifying the contractor as soon as possible on or before the day of the trip. There shall be no charge for cancelled trips. However, contractors will be paid for one (1) hour of driver time for any athletic or field trip which is cancelled within one hour of the scheduled departure time. Such driver rate shall be based upon the rate identified on Bid Form 1 which details the driver rate for increases/decreases in driver time under this contract.
- 26.4** Coach buses may be required upon request for athletic events and field trips. The School District does not guarantee a minimum amount of transportation to be performed for these events. The School District reserves the right to obtain coach buses outside of the contract, when the contractor is unable to provide such buses.

The School District reserves the right to award a separate additional contract for this category of Coach bus transportation.

- Price Basis – In the Bid Proposal-Bid Form 1, the cost of athletic and extracurricular trips (field trips), will be calculated with a base rate, charge per hour and a per mile cost for each required bus. Tolls, parking and any/all other ancillary costs shall be included in the quoted prices.
- Contract Award – Award will be based on lowest price by qualified bidder for an average number of trips per year and an average number of miles per year and an average number of hours of driver waiting time, or as

otherwise indicated on Bid Form 1. School bus and coach bus awards may be made separately.

- Performance – The contractor agrees to provide buses with qualified school bus operators to transport students to and from athletic and such other extracurricular activities (field trips) as the School Committee, Director of Finance, or Director of Operations, may request from time to time; only live mileage is to be paid for – excluding the mileage from the contractor's garage to the first pickup point and from the last drop-off point to the contractor's garage. The District requires and the Contractor agrees that all scheduled trips will leave and return on schedule and that Contractor personnel will be courteous at all times.
- Vehicles and Operators – All physical standards of the bus(es) used for additional transportation and the operators of said buses shall conform to those requirements previously set forth in these specifications.
- The contractor agrees to provide a bus for all requested athletic trips that shall be a school bus, which shall not be older than eight (8) years old, with special storage space for gear and equipment, or if requested, a coach-type bus, if available. Charter coach buses must be air conditioned during the months of May, June, and September, October. The make, model, and age of this bus shall be listed and identified on the Equipment Inventory as a bus to be used for athletic transportation. Bus aisles must be kept free of all obstructions at all times.
- Payment – Payment for services provided under this section will be paid upon receipt of an invoice itemized by time and mileage per trip within sixty (60) days.

27 TERMINATION OF CONTRACT

The contract between the School District and the Contractor may be terminated by the School District, through their School Committee.

- A. Termination may be based on default in performance, nonconformity in performance, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of creditors, change in ownership, or any other act which impairs the value of service under this contract.

The refusal of the State Police/Department of Motor Vehicles to approve the conveyer or the conveyance, or the conveyer's failure, unwillingness or inability to comply with the applicable regulations and statutory provisions of the State of Rhode Island shall be considered non-performance. Further, if the conveyer is unable, unwilling or otherwise fails to timely transport all the scheduled pupils present on the route(s) for three (3) successive days said actions shall be considered non-performance.

The termination of required insurance policies or performance bonds during the period covered by the contract shall likewise be considered non-performance.

On the first occurrence of any breach of performance, to include the proper execution of a route, the District may issue a verbal warning. On subsequent occurrences the School District may issue written notifications and any continuation of the breach of performance may give rise to termination for good cause. Any cost incurred by the School District in fulfilling any performance requirements shall be deducted from any funds due the contractor.

Should the School Committee not act to terminate for good cause it shall not be construed as a waiver but rather the committee shall consider the event along with any and all future events as part of a performance pattern subject to termination for good cause.

a. Bankruptcy or insolvency shall be grounds for the termination and rebidding of the contract(s).

b. That the School District shall fail lawfully to appropriate sufficient funds for said transportation.

28 FORCE MAJEURE

Neither party will be liable to the other or be deemed to be in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence.

Such causes may include, but are not limited to, acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, freight embargoes, acts of a foreign government, war and/or terrorism and unusually severe weather. If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the reasonable control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Since the performance dates of this contract are important to the implementation of essential public work, continued failure to perform for periods aggregating five (5) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the School District shall therefore have the right to terminate this contract without termination costs or penalties, and without liability for any other payment or obligation payable or deliverable by the School District after the date of termination.

EMERGENCY EVACUATION PLAN

Successful Contractor shall agree to comply with the School District Emergency Evacuation Plans. This plan may require the evacuation of all District students from all of its schools. In addition to all of the students, a staff member will be assigned to each bus.

In the event that the Contractor does not have sufficient vehicles to provide immediate transportation to all students simultaneously, Contractor will provide a plan, acceptable to the District, to obtain such vehicles required in an emergency situation. All vehicles shall be available for evacuation within 60 minutes of notification by the District.

The cost, should the District elect to evacuate all students under this plan, either for an actual emergency or for an emergency evacuation drill shall be:

\$_____per hour per vehicle.

Signature:_____

Company:_____

Date:_____

All bid costs per bus per day prices are to be calculated based upon FY'2025-26 costs which will be adjusted in subsequent years by the Cost of Living index.

BID FORM

EAST PROVIDENCE PUBLIC SCHOOLS

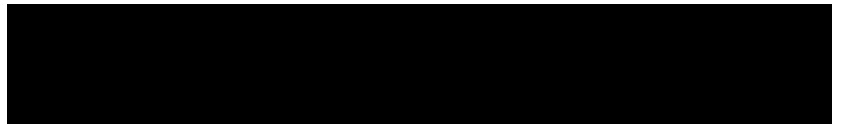
Contract Term: 3 Years + 3 Option Years

Year 1: July 1, 2025-June 30, 2026

A. Regular Transportation Routes

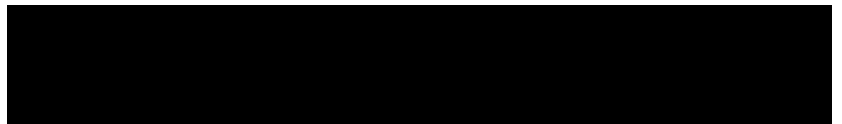
Type D – 71 Passenger Buses *

Cost per Bus Per Day \$ _____ X 33 Buses X 180 days = \$ _____ (A)



B. Late Buses* (1 hour) (If Required by the District)

Cost per Bus Per Day \$ _____ X 3 Buses X 183 days = \$ _____ (B)



C. **Athletic or Activity Bus- Type D with Under Carriage Storage (Est.: 455 Trips)**
(A trip includes both to and return)(If Required by the District)

In District (Includes up to 2 Hours of Driver Time)

Minimum Trip Cost: \$ _____ x 40 Trips = \$ _____ (C1)

Excess Unit Cost per Mile (Live Miles) \$ _____

Excess Unit Cost per Hour Driver Time \$ _____

Excess Unit Cost per Hour Driver Wait Time \$ _____

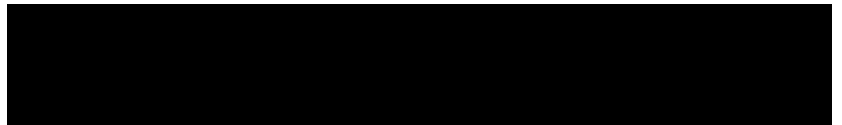
Out of District (Includes up to 4 Hours of Driver Time)

Minimum Trip Cost: \$ _____ x 500 Trips = \$ _____ (C2)

Excess Unit Cost per Mile (Live Miles) \$ _____

Excess Unit Cost per Hour Driver Time \$ _____

Excess Unit Cost per Hour Driver Wait Time \$ _____



D. Bus Monitors/Aides (Should District Elect) (Addition or Deletion)

Unit Cost per Hour \$ _____

E. Special Education Buses*-In District (Includes Bus

Aides/Monitors) Type A – 19-20 Passenger Buses (Includes

Bus Aides/Monitors)

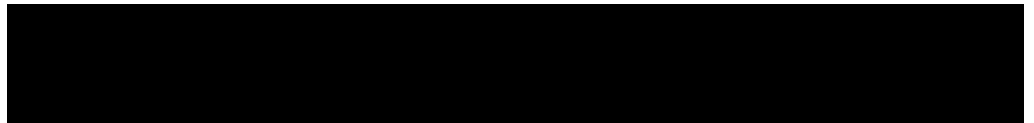
Cost per Bus Per Day \$ _____ X 2 Buses X 180 days = \$ _____ (D1)

Type A - Wheelchair Bus* (Includes Bus Aides/Monitors)(19+1 & 18+2)

Cost per Vehicle per Day \$ _____ X 2 buses x 180 days =\$ _____ (D2)

Life Skills Bus (Round Trips: Approx. 160)

Cost per Vehicle per Day \$ _____ X 160 Trips (R.T.) =\$ _____ (D3)



F. Summer Transportation

Unit Cost per Bus per Hour \$ _____

***Required Additional Equipment (Costs to be Included in Cost per Day per**

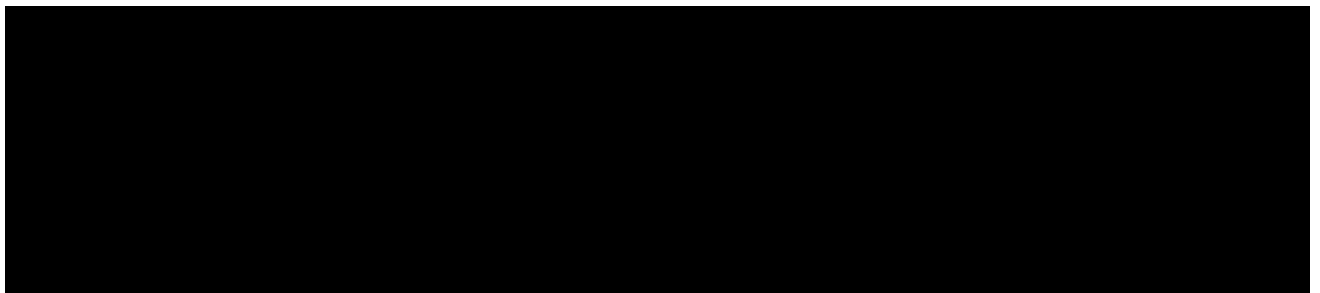
Bus) All Buses with External P.A. System

All Buses with GPS and AVL (Zonar or equivalent)

**Parent Live Time Bus App. (First View or
equivalent) All Buses with Crossing Gates**

**Minimum of a Two Camera system for Exiting Buses; three (3) Camera System
for any new Buses purchased**

Child Check Mate System or Equivalent



G. Optional Equipment (Amount Added to Cost per Day per Bus- ONLY If Required)

Factory Installed Retractable Seat Belts \$_____

Student Rider Attendance System:\$_____

Rule for Award

The School District will award to the lowest responsive and responsible bidder with the lowest price TOTAL for FY'2025-26 for those categories identified as Basis for Bid Award.

Performance Bond

If required, the annual cost of an annual 100% Performance Bond or Letter of Credit shall be

\$_____per \$100,000 for each year of the contract.

The cost of the Performance Bond or Letter of Credit will not be used in the calculation or determination of the lowest responsive and responsible bidder, but will be added to the cost of the Contract, if required.

Signature: _____

Printed Name: _____

Company: _____

Date: _____

FORM 2
Bidder Registration Form

Company Name: _____

Address: _____

Person Authorized To Sign on Behalf of Company:

Name (Printed): _____

Title: _____

Signature: _____

Date: _____

Telephone: _____

FAX: _____

Email Address: _____

FORM 3

ASSURANCE OF NON-DISCRIMINATION COMPLIANCE

The undersign certifies that he/she does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, sexual orientation, gender identification, national origin, handicap, age or sex, in any of the following areas:

- Recruitment, hiring, upgrading, promotion, whether for full-time or part-time employment, consideration for demotion, transfer, layoff, or hiring.
- Rates of pay or any other form of compensation and changes in compensation.
- Job assignments and seniority status.
- Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
- Fringe benefits available by virtue of employment, whether or not administered by the recipient.
- Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
- Employer-sponsored activities, including social or recreational programs.
- Any other term, condition, or privilege of employment.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

If corporation, Must be signed and sealed by a duly authorized officer; if partnership, so state and give names of all partners, or if an individual, so state and sign.

FORM 4

CONTRACTOR INFORMATION AND REFERENCES

The undersigned proposes to furnish services for FY'2026 through FY' 2028, plus three option years or for up to six (6) years FY'2026 through FY'2031 SCHOOL TRANSPORTATION SERVICES to the East Providence School District in accordance with the aforementioned specifications.

The undersigned offers the following information as evidence of the Bidder's qualifications to perform the work as bid upon according to all the requirements of the specifications. Please answer the following questions:

Number of years bidder has been in business under present business : _____

Has bidder been involved in a Chapter 11 bankruptcy proceeding within the past ten years? _____
_____ Y/N

Has bidder ever failed to complete any work awarded? _____ Y/N

(List any contracts in Rhode Island, Massachusetts or Connecticut which have been terminated for convenience in the last 5 years)

Has bidder ever been involved in non-accident related litigation in the past five years? _____ Y/N

Has bidder ever been in any accidents where the result was loss of life? _____ Y/N

List at least three (3) public School Departments with which you are currently contracting in the State of Rhode Island and/or New England and attach letters of reference.

1. School District: _____ Contact: _____

Type of Service: _____ Telephone No. _____

2. School District: _____ Contact: _____

Type of Service: _____ Telephone No. _____

3. School District:_____Contact: _____

Type of Service:_____Telephone No. _____

Comments/Explanation:

List any formal legal action pertaining to school transportation contracts involving you in the last ten years.
(If none, write “NONE”) Identify all parties involved and resolution.

List any "quasi-judicial" action involving you relating to school transportation contracts within the last ten years. (If none, write "NONE") Identify all parties involved and resolution.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

FORM 5

AUTHORIZATION FOR RELEASE OF REFERENCE INFORMATION

DATE: _____

NAME

BIDDER: _____

I hereby authorize the references listed in this bid along with any other references, to release any and all information regarding our transportation performance.

Furthermore, I agree to hold these and any other references, both personally and severally, harmless from any liability associated with the provision of reference information.

The reference information provided will be confidential and used exclusively for the purpose of evaluating the bidder's proposal to provide school bus transportation.

NAME OF AUTHORIZING OFFICIAL: _____
(Print/Type)

SIGNATURE OF AUTHORIZING OFFICIAL:

(Signature)

(Date)

FORM 6

SCHOOL TRANSPORTATION BID

NON-DEFAULT CERTIFICATE

The undersigned certified under penalties of perjury that the corporation or company submitting this bid has not defaulted nor been terminated for cause on any contract in a public school district in the last five (5) years.

Typed name of person authorized to bind

The Corporation or Company_____

Signature and Date_____

Name of Corporation or Company_____

Bidder's

Signature_____

Address_____

Telephone_____

Date_____

FORM 7

TAX COMPLIANCE CERTIFICATION

Pursuant to State and Federal tax requirements, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigns knowledge and belief, the Contractor is in compliance with all laws of the State and Federal government and any/all of their subsidiary agencies relating to taxes, reporting of employees and contractors, and withholding and remitting child support. *

**Signature of Individual
of Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
or Federal ID Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the State Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

FORM 8

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of Individual Submitting Bid or Proposal

Name of Business

Date

FORM 9
PROPOSAL SECURITY

A cashier's check, certified check, or bank money order drawn and issued by a national banking association must accompany the sealed proposals in the amount of \$10,000.

All security deposits received must be payable to the District and will be refunded except when a contract offered by the District is rejected by the selected contractor.

Proposal security received by the District will be returned within thirty (30) days of the School Committee's rejection of the Contractor's proposal.

If the Proposal is accepted by the District and a contract offered, but the Contractor does not execute a contract within 10 days from the date of the offer of a contract; the District may declare such Contractor's proposal security forfeited to the District.

The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to this RFP or any other costs incurred herein.

PERFORMANCE BOND

The District may require as a condition to granting a contract award, receipt of a renewable annual performance bond naming the District as obligate or beneficiary, in the amount of 100% of the total value of the transportation contract. If required, the Contractor will be required to post such bond prior to July 1, 2020 and by July of each succeeding year. The performance bond must be issued by an approved surety company, duly licensed and authorized to transact business in the State of Rhode Island. A letter of bond ability from the issuing agent and a Consent of Surety from the surety company must accompany this bid assuring that the required bonding is available.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

FORM 10

BONA FIDE BID

Any person submitting a bid or a proposal for the procurement of disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that his bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

FORM 11

STATEMENT OF UNDERSTANDING

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself in full in regard to the "INFORMATION AND INSTRUCTION TO BIDDERS", and other information attached to this bid. Also he has made his own examinations and estimates, has had an opportunity to ask questions or clarification and from them makes this bid. Also that he is in full knowledge that all of the aforementioned information and other materials attached to this bid shall become part of the contract. The undersigned understands that the participating School Committee(s) reserve the right to waive any informalities, or reject any and all bids or any part thereof, and/or accept any bid or part thereof which are in the best interest of the participating School District(s).

With the above understanding, the undersigned proposes to furnish SCHOOL TRANSPORTATION OF STUDENTS to the East Providence School District and to comply in all respects with said specifications for the sum or sums stated.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

FORM 12

TERMINAL LOCATION(S)/FUELING PLANS

To be completed by all Bidders:

State your plan for the garaging, fueling, and maintaining of the buses to be used for this contract. Please identify the address(es), if known.

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

FORM 13

IF KNOWN: Description of Equipment to be Used Under this Contract
(To be provided annually to the District prior to the start of school)

(Duplicate Form as Necessary)

School Year _____													
Bus Equipment													
Completed By: _____ Date Mileage Taken _____													
Requirements: ROOSTERS MUST BE TYPED AND SUBMITTED BY AUGUST 15TH EACH YEAR OF CONTRACT													
Communications													
Bus #	# on Roof	Model Year	Indicate Type A,B,C,D	Capacity	Make	Current Mileage	Condition	GPS Services All Ready Installed Circle One	Two Way Radio Operational Circle One	Advanced Emissions Control/Filters	Crossing Gate	28" Seat Backs	Retractable Seat Belts
1								Y N	Y N	Y N	Y N	Y N	Y N
2								Y N	Y N	Y N	Y N	Y N	Y N
3								Y N	Y N	Y N	Y N	Y N	Y N
4								Y N	Y N	Y N	Y N	Y N	Y N
5								Y N	Y N	Y N	Y N	Y N	Y N
6								Y N	Y N	Y N	Y N	Y N	Y N
7								Y N	Y N	Y N	Y N	Y N	Y N
8								Y N	Y N	Y N	Y N	Y N	Y N
9								Y N	Y N	Y N	Y N	Y N	Y N
10								Y N	Y N	Y N	Y N	Y N	Y N
11								Y N	Y N	Y N	Y N	Y N	Y N
12								Y N	Y N	Y N	Y N	Y N	Y N
13								Y N	Y N	Y N	Y N	Y N	Y N
14								Y N	Y N	Y N	Y N	Y N	Y N
15								Y N	Y N	Y N	Y N	Y N	Y N
16								Y N	Y N	Y N	Y N	Y N	Y N
17								Y N	Y N	Y N	Y N	Y N	Y N
18								Y N	Y N	Y N	Y N	Y N	Y N
18								Y N	Y N	Y N	Y N	Y N	Y N
20								Y N	Y N	Y N	Y N	Y N	Y N
21								Y N	Y N	Y N	Y N	Y N	Y N
22								Y N	Y N	Y N	Y N	Y N	Y N
23								Y N	Y N	Y N	Y N	Y N	Y N
24								Y N	Y N	Y N	Y N	Y N	Y N
25								Y N	Y N	Y N	Y N	Y N	Y N
26								Y N	Y N	Y N	Y N	Y N	Y N
27								Y N	Y N	Y N	Y N	Y N	Y N

EAST PROVIDENCE SCHOOL DISTRICT

School Year _____													
Bus Equipment													
Completed By: _____ Date Mileage Taken _____													
Requirements: ROOSTERS MUST BE TYPED AND SUBMITTED BY AUGUST 15TH EACH YEAR OF CONTRACT													
Communications													
Bus #	# on Roof	Model Year	Indicate Type A,B,C,D	Capacity	Make	Current Mileage	Condition	GPS Services All Ready Installed Circle One	Two Way Radio Operational Circle One	Advanced Emissions Control/Filters	Crossing Gate	28" Seat Backs	Retractable Seat Belts
28								Y N	Y N	Y N	Y N	Y N	Y N
29								Y N	Y N	Y N	Y N	Y N	Y N
30								Y N	Y N	Y N	Y N	Y N	Y N
31								Y N	Y N	Y N	Y N	Y N	Y N
32								Y N	Y N	Y N	Y N	Y N	Y N
33								Y N	Y N	Y N	Y N	Y N	Y N
34								Y N	Y N	Y N	Y N	Y N	Y N
35								Y N	Y N	Y N	Y N	Y N	Y N
36								Y N	Y N	Y N	Y N	Y N	Y N
37								Y N	Y N	Y N	Y N	Y N	Y N
38								Y N	Y N	Y N	Y N	Y N	Y N
39								Y N	Y N	Y N	Y N	Y N	Y N
40								Y N	Y N	Y N	Y N	Y N	Y N
41								Y N	Y N	Y N	Y N	Y N	Y N
42								Y N	Y N	Y N	Y N	Y N	Y N
43								Y N	Y N	Y N	Y N	Y N	Y N
44								Y N	Y N	Y N	Y N	Y N	Y N
45								Y N	Y N	Y N	Y N	Y N	Y N
46								Y N	Y N	Y N	Y N	Y N	Y N
47								Y N	Y N	Y N	Y N	Y N	Y N
48								Y N	Y N	Y N	Y N	Y N	Y N
49								Y N	Y N	Y N	Y N	Y N	Y N
50								Y N	Y N	Y N	Y N	Y N	Y N

* Identify those buses which have been retrofitted with advanced emissions control or particulate filter devices.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

FORM 14

ROSTER OF BUS DRIVERS and BUS AIDES (To be provided annually to the District prior to the start of school)

EAST PROVIDENCE SCHOOL DISTRICT

To be submitted prior to start of school annually

Attach copies of licenses, driver record checks, and CORI authorizations/reports

1. Name _____

Address _____

Telephone # _____ Lic. # _____

2. Name _____

Address _____

Telephone # _____ Lic. # _____

3. Name _____

Address _____

Telephone # _____ Lic. # _____

4. Name _____

Address_____

Telephone #_____Lic. #_____

5. Name _____

Address_____

Telephone #_____Lic. #_____

6. Name _____

Address_____

Telephone #_____Lic. #_____

7. Name _____

Address_____

Telephone #_____Lic. #_____

8. Name _____

Address_____

Telephone #_____Lic. #_____

9. Name _____

Address_____

Telephone #_____Lic. #_____

10. Name _____

Address_____

Telephone #_____Lic. #_____

11. Name _____

Address_____

Telephone #_____Lic. #_____

12. _____Name_____

Address_____

Telephone #_____Lic. #_____

13. Name _____

Address_____

Telephone #_____Lic. #_____

14. Name _____

Address_____

Telephone #_____Lic. #_____

15. Name _____

Address_____

Telephone #_____Lic. #_____

16. Name _____

Address_____

Telephone #_____Lic. #_____

17. Name _____

Address_____

Telephone #_____Lic. #_____

18. Name _____

Address_____

Telephone #_____Lic. #_____

19. Name _____

Address_____

Telephone #_____Lic. #_____

20. Name _____

Address_____

Telephone #_____Lic. #_____

21. Name _____

Address_____

Telephone #_____Lic. #_____

22. Name _____

Address_____

Telephone #_____Lic. #_____

23. Name _____

Address_____

Telephone #_____Lic. #_____

24. Name _____

Address_____

Telephone #_____Lic. #_____

25. Name _____

Address_____

Telephone #_____Lic. #_____

26. Name _____

Address_____

Telephone #_____Lic. #____ _

27. Name _____

Address_____

Telephone #_____Lic. #_____

28. Name _____

Address_____

Telephone #_____Lic. #_____

29. Name _____

Address_____

Telephone #_____Lic. #_____

30. Name _____

Address_____

Telephone #_____Lic. #_____

31. Name _____

Address_____

Telephone #_____Lic. #_____

32. Name _____

Address_____

Telephone #_____Lic. #_____

33. Name _____

Address_____

Telephone #_____Lic. #_____

34. Name _____

Address_____

Telephone #_____Lic. #_____

35. Name _____

Address_____

Telephone #_____Lic. #_____

36. Name _____

Address_____

Telephone #_____Lic. #_____

37. Name _____

Address_____

Telephone #_____Lic. #_____

38. Name _____

Address_____

Telephone #_____Lic. #_____

39. Name _____

Address_____

Telephone #_____Lic. #_____

40. Name _____

Address_____

Telephone #_____ Lic. #_____

APPENDICES

- A: Bells Schedules**
- B: School Calendar**
- C: Route
Information**

APPENDIX A

SCHOOL LISTING & START TIMES

Busses should arrive 5 minutes prior to start time and no more than 15 minutes before start time

SCHOOL	START	END
EAST PROVIDENCE HIGH SCHOOL	7:25	1:55
MARTIN MIDDLE SCHOOL	7:55	2:30
RIVERSIDE MIDDLE SCHOOL		
<i>ELEMENTARY SCHOOLS – same start and end times</i>		
MYRON J. FRANCIS	8:40	3:10
ORLO AVENUE		
EMMA G. WHITEKNACT		
AGNES B. HENNESSEY		
KENT HEIGHTS		
SILVER SPRING		
ALICE G. WADDINGTON		
JAMES E. OLDHAM		
<i>EARLY LEARNING CENTER</i>		
AM PROGRAM	8:40 – 11:10am	
PM PROGRAM	12:15 – 2:40pm	

APPENDIX B

East Providence School Department 2025/2026 School Calendar

Approved 2.27.25

August 2025					
Mo	Tu	We	Th	Fr	Days
25	26	27	28	29	(3)

September 2025					
Mo	Tu	We	Th	Fr	Days
1	2	3	4	5	(21)
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

October 2025					
Mo	Tu	We	Th	Fr	Days
		1	2	3	(22)
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30	31	

November 2025					
Mo	Tu	We	Th	Fr	Days
3	4	5	6	7	(15)
10	11	12	13	14	
17	18	19	20	21	
24	25	26	27	28	

December 2025					
Mo	Tu	We	Th	Fr	Days
1	2	3	4	5	(17)
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30	31			

January 2026					
Mo	Tu	We	Th	Fr	Days
			1	2	(18)
5	6	7	8	9	
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

February 2026					
Mo	Tu	We	Th	Fr	Days
2	3	4	5	6	(15)
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	

March 2026					
Mo	Tu	We	Th	Fr	Days
2	3	4	5	6	(22)
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				

April 2026					
Mo	Tu	We	Th	Fr	Days
		1	2	3	(16)
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

May 2026					
Mo	Tu	We	Th	Fr	Days
				1	(20)
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21	22	
25	26	27	28	29	

June 2026					
Mo	Tu	We	Th	Fr	Days
1	2	3	4	5	(10)
8	9	10	11	12	
15	16	17	18	19	
22	23	24	25	26	
29	30				

Key:

X No School

PD No School

PC Parent Conferences – No School

2025-2026 School Calendar Overview

August 25 – Professional Development Day 26 – Staff Report - Convocation 27 – Grades PK, 1-5, 6 & 9 Students Report 28 – Grades PK, 1–12 Students Report 27-29 – Kindergarten Screening by Appointment September 1 – Labor Day (No School) 2 – Kindergarten 1 st Full Day	October 13 – Indigenous Peoples' Day (No School) November 11 – Veterans' Day (No School) 20 – Parent/Teacher Conferences (No School) 26–28 – Thanksgiving Recess (No School) December 24-January 2 – Holiday Recess (No School)	January 12 – PD Day (No School) 19 – Dr. Martin Luther King Jr. Day (No School) February 16-20 – Winter Recess (No School) March	April 3 Good Friday (No School) 20-24 – Spring Recess (No School) May 25 – Memorial Day (No School) June 5 – Graduation (Tentative Date) 12 or 180th day – Schools Close 15-19 – Make-up Days	Quarterly Marking Periods K-12 October 30, 2025 - 45 days January 22, 2026 – 45 days April 2, 2026 – 45 days June 12, 2026 – 45 days
--	---	--	--	---

APPENDIX C

ROUTE INFORMATION

(Furnished upon request)

BID SUBMITTAL FORM/CHECKLIST

_____ **Bid Submittal Form 1 – Regular Day Transportation**

Late Bus Trips

Athletic, Activity and Field

Trips Vocational

Transportation

Pre K/Kindergarten Transportation

Special Education Transportation

Bus Monitors

_____ **Bid Submittal Form 2 – Bidder Registration Form**

_____ **Bid Submittal Form 3 – Assurance of Non Discrimination Compliance**

_____ **Bid Submittal Form 4 – Contractor Information and References**

_____ **Bid Submittal Form 5 – Authorization for Release of Information**

_____ **Bid Submittal Form 6 – Non Default Certificate**

_____ **Bid Submittal Form 7 – Tax Certificate**

_____ **Bid Submittal Form 8-Certificate of Non-Collusion**

_____ **Bid Submittal Form 9 – Bid Deposit –Performance Bond- Letter of
Credit (\$ 10,000) (Attach Statement from Bank or Bonding Company that Bidder is
Bondable for Full Cost of the Contract)**

_____ **Bid Submittal Form 8 – Non-Default Certificate**

_____ **Bid Submittal Form 10 – Bona Fide Bid**

_____ **Bid Submittal Form 11 – Statement of Understanding**

_____ **Bid Submittal Form 12 – Terminal Location/Fueling Plan**

_____ **Bid Submittal Form 13 – Description of Equipment to be Used
(If Known)**

_____ **Bid Submittal Form 15 – Driver Roster Form
(To Be Submitted Annually Prior to the Start of the School Year)**

OTHER SUBMITTALS

_____ **1 Safety and Training Program**

_____ **2 CDL Drug Testing Policies and Procedures**

_____ **3 Accident Records, past 3 years**

_____ **4 Computer Routing Information**

Evaluation Criteria

District: _____

Bidder: _____

Responsive: Yes ☐ No ☐

Responsible: Yes ☐ No ☐

Total Contract Cost: Single Contractor Award \$ _____

Low Bid Yes ☐ No ☐

Submittals:	Complete	
	Yes	No
Bidder Registration Form	_____	_____
Affirmative Action Plan	_____	_____
Certification EEO/AA	_____	_____
Non-Discrimination Compliance	_____	_____
Contractor Information	_____	_____
Letters of Reference	_____	_____
Tax Certification	_____	_____
Statement of Non-Collusion	_____	_____
Non-Default Certificate	_____	_____
Bid Deposit \$ 10,000	_____	_____
Performance Bond LOC Statement	_____	_____
Bona Fide Bid Statement	_____	_____

Statement of Understanding

Terminal Location/Fueling Plan

Equipment Description

Safety and Training Program

CDL Drug Testing Policies/Procedures Accident

Record 3 Years

Computer Routing Information _____