

REQUEST FOR PROPOSALS

ITEM DESCRIPTION: STUDENT TRANSPORTATION

DATE AND TIME TO BE OPENED: January 20, 2021 at 1:00 PM

PRE-BID CONFERENCE (IF APPLICABLE): Non-mandatory Pre-Bid Conference on December 22, 2020 at 10:00 AM via WebEX Video Conference

SUBJECT MATTER EXPERT (NAME): Cheryl McCreight

SUBJECT MATTER EXPERT (EMAIL): Cheryl.McCreight@ppsd.org

QUESTION DEADLINE: January 4, 2021

Instructions

1. Bidders must submit sealed proposals in an envelope clearly labeled with the Item Description shown above on the outside of the envelope. The proposal envelope and any information relative to the proposal must be addressed to:

**Purchasing Department, Suite 206
797 Westminister Street
Providence, RI 02903**

2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a CD or flash drive.
3. Proposal responses must be in ink or typewritten.
4. Bidders are advised that all materials submitted to Providence Public Schools for consideration in response to this Request for Proposals shall be considered to be public records as defined in [R.I. General Law Section 38-2 et seq.](#), without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
5. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.
6. Questions regarding this request for proposals must be submitted to the Subject Matter Expert via email by the question deadline listed above. Questions will be answered via addendum to be posted publicly on the Providence Schools website. Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

Notice to Vendors
General Terms

1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
3. No proposal will be accepted if it is made in collusion with any other bidder.
4. Providence Public Schools reserves the right to award to a single vendor, to split the award between multiple vendors and to reject any and all proposals. Unless otherwise specified, Providence Public Schools reserves the right to make the award by item or items or by total as may be in its best interest.
5. As Providence Public Schools is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
6. In case of error in the extension of prices quoted, the unit price will govern. In the event there is a discrepancy between the price written in words and written in figures, the prices written in words shall govern.
7. Awards shall be subject to the General Terms set forth herein. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained. Bids may be submitted on an "equal in quality" basis. Providence Public Schools reserves the right to decide equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.
8. A bidder who is an out of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law [Section 7-1.2-1401](#) et seq. as amended)
9. Delivery dates must be shown in the bid. If no delivery dates are specified, it will be assumed that an immediate delivery from stock will be made.
10. Only one shipping charge will be applied in the event of partial deliveries for blanket or term contracts.
11. For contracts involving construction, alteration and/or repair work, the provisions of State Labor Law concerning payment of prevailing wage rates apply (See R.I. General Law [Section 37-13-1](#) et seq. as amended).

12. All proposals will be disclosed at the opening date and time listed above. After a reasonable lapse of time, tabulation of proposals may be viewed on the Providence Public School's website (<https://www.providenceschools.org/Page/4634>).
13. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm, unless qualified otherwise. Requests for price increases will not be honored.
14. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
15. Prior to commencing performance under the contract, the successful bidder (the "Contractor") shall attest to compliance with provisions of R.I. General Law [Section 28-29-1](#), et seq. If exempt from compliance, the Contractor shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
16. Prior to commencing performance under the contract, Contractor shall, submit a certificate of insurance, in a form and in an amount satisfactory to Providence Public Schools.
17. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the Director of Purchasing.
18. The Contractor shall not be paid in advance.
19. The contract shall be in effect from the date of award through August 31, 2026 or for such other duration as may be agreed to in writing and signed by the parties, unless terminated by either party at any time, with or without cause. Notwithstanding the foregoing, in no case shall the duration of the contract exceed the period of one year.
20. In the event of termination by District or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
21. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, and Acts of God.
22. The Contractor must conduct a criminal background check, at the Contractor's expense, of all employees employed under the contract who interact with students, except District employees. The Contractor shall provide a copy of the background check report(s) to the District, upon request.

23. The Contractor is not an employee of District and is not entitled to fringe benefits, pension, workers' compensation, retirement, etc. District shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
24. The Contractor understands products produced as a result of the contract are the sole property of the District and may not be used by the Contractor without the express written permission of the District.
25. The Contractor agrees to hold District and the City of Providence harmless from any and all damages incurred by District or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
26. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.
27. The Contractor expressly submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island.

BID FORM 1: BIDDER INFORMATION

AGREES TO BID ON: Student Transportation

DATE AND TIME TO BE OPENED: January 20, 2021 at 1:00 PM

Name of Bidder (Firm or Individual): _____

Business Address: _____

Contact Name: _____

Contact Email Address: _____

Contact Phone Number: _____

Delivery Date: _____

Signature of Representation

Title

Providence Public School District

Request for Proposals

RFP Title: Student Transportation

2021-2026

Funding Source (Contingent on Funding):

PROVIDENCE PUBLIC SCHOOLS

797 WESTMINSTER STREET
PROVIDENCE, RI 02903-4045

BACKGROUND

The Providence Public Schools of Providence, Rhode Island hereby invites the submission of sealed Bids from reputable and qualified bus transportation companies for furnishing student transportation services for the Providence Public Schools beginning September 1, 2021. Bid documents, certifications, conditions, and specifications may be obtained at the Providence Public School Department Bids and Contracts webpage at the following web address: <https://www.providenceschools.org/Page/4633>

Any deviations from the Bid Documents must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. In all cases not indicated by Bidders as a deviation, it is understood that the terms, conditions and specifications of the Providence Public School District shall apply. Bids will be received until 1:00 P.M. on January 20, 2021 at the Purchasing Department for Providence Public Schools at 797 Westminster Street in Providence, Rhode Island at which time and place all Bids will be publicly opened.

Presently, due to the effect of the COVID-19 Pandemic, the pre-Bid meeting will be held on December 22, 2020 at 10:00am via Webex video conferencing. Individuals interested in participating in the pre-Bid meeting must request to participate via email to Brian Lafountain of Transportation Advisory Services, at Blafountain@transportationconsultants.com. Registration for the pre-Bid meeting should be received no later than the close of business at 5:00pm on December 21, 2020. Registered participants will receive a link to the Webex video via an email invitation. Bidders are strongly encouraged to attend as important information will be provided.

The Contract period will be for five (5) years with renewal options available as solely determined by the District. The District is requesting Bids for a contract to provide Private/Parochial, Charter, Career & Technical Education (CTE), home-to-school public school transportation, and extra-curricular services.

Bidders will be required to furnish, at their own expense, a bid bond or certified check in the amount of 10 percent (10%) of the annual amount of the Contract for the first operating year. A performance bond in a sum equal to 100% of the annual amount of the operating Contract awarded is also required.

Each Bid must adhere to the structure outline (tabs) as follows:

- 1) Completed, signed and initialed Bid specifications and addendums (if any).
- 2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data (if requested by District).
- 3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location.
- 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
- 5) Fleet – Fleet list (Appendix “B”) and/or dealer certifications; Maintenance Program description and forms; GPS and camera system information; stop arm camera information (alternate); AVL system (alternate); and vehicle feature(s).
- 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding

Certification; Acknowledgement by Bidder; Information on Bidder.

- 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
- 8) Personnel, Safety and Procedures – Description of driver safety programs; training information; customer service programs; recruitment process; staffing plans; athletic trip scheduling process.
- 9) Cost – Form of Bid for Contract; Alternates; return flash drive with pricing information.
- 10) Miscellaneous – Any descriptive information that describes capabilities or value-added services.

All materials submitted to the District pursuant to this Bid, with the exception of any financial deposits or checks, become the property of the District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files.

Time frame. The following timeline is subject to change by the District:

Event	Date	Time
Issue Request for Bid	December 11, 2020	
Pre-Bid Meeting	December 22, 2020	10:00 am
Deadline for final questions	January 4, 2021	3:00 pm
Bid Due and Opening	January 20, 2021	1:00 pm
Providence Public School District School Board	February, 2021	(tentative)
Project Start	September 1, 2021	

BIDDER'S CHECK LIST

The following checklist is provided for the convenience of the Bidders and is not a part of the contract documents. Each Bidder is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Request for Bid requirements is the sole responsibility of the Bidder. Note that at least one (1) original, one (1) cop, and a digital PDF copy on a CD or flash drive must be submitted.

- Bid Bond or Certified Check for 10% of the annual contract
- Proof of Bondability for Performance Bond
- Letter From the Insurance Company Guaranteeing Appropriate Coverages
- Reference List or Evidence Demonstrating An Ability to Perform Required Services, including staffing information at each location pursuant to Section 2.A.9.
- Descriptive information on Bidder's ability to provide acceptable transportation maintenance, office and parking facilities within the City of Providence.
- Detail on Bidder's programs and efforts to secure a competent driver force to meet the needs of the District program
- Financial information on the Bidder, including ownership information and any outstanding legal issues.
- Resumes of key management staff; job descriptions; and organization chart.
- Fleet replacement program
- Explanation of operating program (Section 2.B.20)
- Any other information or data the Bidder wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Bid.
- Appendix B - Vehicle List and documentation on ability to obtain fleet
- Financial Information Compliance Form
- Hold Harmless Agreement
- Form of Bid
- Non-Collusive Bidding Certification
- Acknowledgement by Bidder
- All Pages of Documents Included and Initialed
- All Bids Properly Signed

TABLE OF CONTENTS

I.	BID OPENING INFORMATION	1
II.	INSTRUCTIONS TO BIDDERS	1
III.	NOTICE TO BIDDERS	2
IV.	BACKGROUND	7
V.	GENERAL CONDITIONS	11
VI.	BIDS	12
VII.	AWARD	17
VIII.	CONTRACT	20
IX.	GUARANTEES BY THE SUCCESSFUL BIDDER	22
X.	PAYMENTS	24
XI.	FORCE MAJEURE CLAUSE	24
XII.	SPECIFICATIONS	24
XIII.	APPENDICES	
	<input type="checkbox"/> Appendix A - Program Description	
	<input type="checkbox"/> Appendix B – Bidder’s Vehicle List	
	<input type="checkbox"/> Appendix C – Sample Monthly Report To Administration	
	<input type="checkbox"/> Appendix D - Board Policies	
	<input type="checkbox"/> Indemnification, Defense and Hold Harmless Agreement	
	<input type="checkbox"/> Financial Information Compliance Certification	
	<input type="checkbox"/> Form of Bid	
	<input type="checkbox"/> Non-Collusive Bid Certification	
	<input type="checkbox"/> Acknowledgment by Bidder	
	<input type="checkbox"/> Sample Pricing Page	
	<input type="checkbox"/> Non-Bidder’s Response	

1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Providence Public Schools will bind Bidders and successful Bidders to the conditions and requirements set forth in these general conditions, and such conditions will form an integral part of each purchase contract awarded by the Providence Public Schools.

DEFINITIONS

- "Addenda" - written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Request for Bid Documents by additions, deletions, clarifications, or corrections.
- "Bid" or "Proposal" - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Bid, the general conditions, and the specifications. Throughout this document, "Bid" or "Proposal" will be interchangeable.
- "Bidder", "Proposer" or "Contractor" - any individual, company, or corporation submitting its Bid, and qualified consistent with the "Bidder Qualifications" section of this document.
- "Board" - the Providence School Board.
- "Contract" - an agreement duly executed by the District and the Contractor that calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements and specifications in the bid, for a price to be paid by the District.
- "Bid Documents" - Includes the "Notice to Bidders", "Instructions to Bidders", all "Terms, Conditions, Requirements, and Specifications", the "Bid" forms, all appendices attached hereto, including "Addenda" issued prior to receipt of bids, and any proposed "Contract Documents".
- "Dead Head Mileage" - Mileage to and from the contractor's location(s) that is not considered part of the District's bus routes or trips.
- "Drop and pick" - A process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.
- "He/she, his/her" - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.

- “School Day” - definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the terminal after bringing them to their designated stops in the P.M. Specific “live hours” for the purposes of this contract, and payment, are described herein.
- "School District" or “District” - shall mean the legal designation of Providence Public Schools.
- “School Year” - The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of School Directors including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - Description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder” or “Successful Proposer" or “Contractor” - any Bidder to whom an award of Contract is made by the District.
- “Times” - all times referenced herein refer to the local prevailing time for the Providence Public Schools.

2. BIDS

A. BID PROCEDURES AND REQUIREMENTS

1. The date and time of Bid opening will be given in the Notice to Bidders. All bids must be submitted by this time and date, regardless of whether the Providence Public Schools is “open” due to weather conditions.
2. All Bids must be submitted on and in accordance with forms provided by the Board and included in this document. The Bid sheets are not to be removed from the document. All Bids must include, as a minimum, the required information as detailed in these documents. Additional sheets, if needed, should be attached to the last page of this document.
3. Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount will govern. Any bid not so stated in words and figures may be rejected. All entries must be in either ink or typed. Pencil entries will not be accepted. *Although the Bidder is required to submit their pricing information utilizing the Excel*

input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Bidder will be the official price submission.

4. Except where specifically noted otherwise, all requested alternates will have a Bid submitted.
5. No bid will be considered which purports to qualify, limit, amend or omit any of the minimum requirements as detailed in the Bid Documents.
6. A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or other legal entity, and will be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures will be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bidder who is an out-of-state corporation shall qualify or register to transact business in Rhode Island in accordance with Rhode Island General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106. A Bid submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity will be provided to the District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers will be provided in lieu of the ownership information.

The Acknowledgement by Bidder form included in this document must be completed and submitted with the Bid.

7. Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the District, a Bidder who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Bidders may be asked to provide additional information, to meet with the District to discuss their Bid, to modify one or more sections of their Bid, or to address such other issues as deemed important by the District.
8. By submitting a bid, Bidders acknowledge that if Rhode Island Statewide Transportation system is expanded to include in-district transportation for the City of Providence, then any agreement between the Bidder and the District will be terminated automatically when Statewide Transportation starts to provide in-district services to Providence students. Neither the school district, the State of Rhode Island, nor the City of Providence shall be held liable for any losses incurred by the Bidder should this occur.
9. Bidders will provide, along with the completed Bid package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts which they have served during the past three years both inside and outside the State of Rhode Island, and a summary of their experience over at least three years of successfully operating a complex school transportation program equal to or greater in size than the Providence Public Schools program detailed herein. In lieu of organizational experience, staff experience must be demonstrated.

10. Bidders will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet. **Bidders shall be allowed to provide alternative bids that indicate whether the facility will be within or outside of the borders of the City of Providence.** Specific information on facility address, size of buildings and parking areas, and features of the site(s) must be included. If the proposed site(s) are not currently under the control of the Bidder (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted.
11. In order to provide the required services envisioned in these contracts, Contractors must have sufficient competent, trained driving personnel. Bidders shall submit detailed descriptions of their driver recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section 2.1.9. above, Bidder shall provide an employment profile including at least the number of daily drivers required, the actual number of drivers employed, a description of targeted recruitment programs, wage and benefit programs, and driver training programs.
12. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item and Contract, against which a Bid is submitted, must be provided, to constitute an acceptable Bid.
13. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of Bid.
14. Prices and information required, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
15. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
16. All Bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. **HOWEVER, THE PROVIDENCE SCHOOL BOARD RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, OR TO MODIFY BIDS BASED UPON NEGOTIATIONS WITH THE BIDDER(S), AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
17. The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance

with the specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, regulations, and requirements of the State of Rhode Island and the City of Providence, and that the Bidder will fully comply with said rules, regulations, and requirements.

18. All Bids must be sealed. They must be submitted in a plain opaque envelope, or in a sealed opaque box. All Bids must be addressed to the Board of Contract and Supply, Department of the City Clerk, City Hall, Providence, Rhode Island 02903. The Bid envelope or label must be clearly marked "School Transportation Bid". Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label. Telephone quotations or amendments will not be accepted at any time.

B. BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

19. Under penalty of perjury the Bidder certifies that:
 - a) The Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Bids, and
 - b) The contents of the Bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid.
20. Qualifications of Bidders: The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the District with all such information for this purpose as the District may request. **If, in the sole opinion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract Bid upon, the District reserves the right to reject its Bid.**

The District reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the District may choose to reject any Bid where the Bidder's stated qualifications are such that the District feels that the Bidder may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Bidder must supply information consistent with the detailed requirements described. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all Rhode Island Department of Transportation rules, regulations, inspection, and vehicle requirements. This includes sufficient facilities to effectively meet the growing transportation needs, consistent with the detailed requirements provided in these Bid documents.
- b) Bidder must include a reference list, setting out the names of at least five (5) districts that they have operated, or are operating, at least one of which must have a transportation operation

substantively similar to that of Providence Public Schools. These operations must be “full service” operations where the contractor owns the equipment, supplies all maintenance, drivers, insurance, etc.; and operates one or more maintenance facilities. Bidders will also supply a listing of all Rhode Island districts that they have operated, or are operating. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract.

- c) A detailed description of the Bidder’s driver recruitment program, including specific efforts that will be used to recruit quality personnel in Providence must be provided. Additionally, details on existing labor levels in referenced contracts must be provided.
- a) Included in the qualifications of the Bidder is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal(s) that will provide services to the District. Please provide an additional organizational chart showing the terminal manager’s position within the Bidder’s company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract.

- e) The Bidder should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs.
- f) The Bidder shall provide its fleet replacement schedule (years and/or mileage) for vehicles in the categories appropriate to the contract(s) being considered by the Bidder. Included in this sections shall be a commitment as to the average age of the fleet of six years or less that will service the City of Providence throughout the life of this contract. Failure to maintain the stipulated average age during the contract life shall be considered grounds for default as defined under this specification document.

- g) Bidders may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Bidder.

Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is bidding on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

The purpose here is to determine whether the Bidder is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof. The district may have the financial data analyzed by its independent auditor. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the District has the right to reject the Bid.

- h) Information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved must be provided with the Bid.
- i) A description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The District reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Bid.
- j) A statement as to whether the Bidder, any related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the Bid.

C. INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other contract document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Cheryl McCreight, Director of Operations, Providence School Department, 797 Westminster Street, Providence, Rhode Island 02903-4045, or at Cheryl.McCreight@ppsd.org, no later than January 4, 2021 at 3:00PM. Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, by fax with receipt acknowledged, or by electronic mail (email) with receipt acknowledged, and shall become a part of

the contract documents. Failure of any Bidder to receive any such addendum or interpretation will not relieve any Bidder from any obligations under his/her Bid submitted.

3. AWARD

21. The School District will endeavor to make an award within sixty (60) days after the date of the Bid opening, and all Bids will remain firm during that time period. The District further reserves the right to make awards following this initial sixty (60) day period to any Bidder who has not provided written notice to the School District Purchasing Office that its Bid has been withdrawn.

The District will evaluate every written Bid submitted and reserves to itself the right to be the sole judge of which Bid(s) best meets the needs of the District. Prior to the award of the contract(s) and during the course of the contract(s), the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder to the District.

- a) The Contract will be awarded for a period of five (5) years, 2021-2022 (9/1/21-8/30/22) school year through 2025-2026 (9/1/25-8/31/26) school year.
- b) Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the Providence Public Schools for each of the contract years. Each price category, and each contract year, must be completed for the contract. The District reserves the right to reject any bid that is not completed as to any year or priced category.

For home-to-school public, private, parochial, summer, and special education services, vehicle prices will be based upon the time that the vehicle is serving the Providence Public Schools, from terminal to last drop off in both the AM and PM. Should the Contractor's terminal be located outside the City of Providence limits, the prices shall be based upon the time that the vehicle crosses into or out of the City of Providence limits in the AM and PM. All full day buses shall be based on a five (5) hour day. The length of day shall be determined solely by the District. For any run times that may *exceed* five hours in a day, the District is requesting prices for an Excess Hourly Rate which will be billed in 15-minute increments rounded to the near quarter hour. The District reserves the right to require documentation and verification on any run where the requested billing exceeds the route time as defined by the District. All routes must be operated in the most efficient manner possible. If the Contractor is utilizing multiple terminal locations within the City of Providence, the terminal closest to the beginning of the run must be used for billing purposes.

In the event that a bus is required to transport a District employee, such as a Monitor, and that employee requires a drop off location that adds additional time to the end of the run, that additional time will be considered "live time" and will be added to the regular run time.

Should a bus only be required for either an AM or PM run, payment shall be made for 75% of the base daily rate for that sized vehicle.

For special runs defined as late buses, field trips, and athletics within the City limits, the Bidder shall submit a rate per hour with all trips guaranteed a minimum of two (2) hours. The length

of the run shall be determined solely by the District. Any run times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest quarter hour.

For trips outside of the City limits, the Bidder shall submit a rate per hour and all trips shall be guaranteed a minimum of two (2) hours. All times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest quarter hour. Additionally, for trips outside the City limits, the Bidder shall submit a rate per mile which will be charged for all miles that exceed 12 miles per trip. Therefore, there would be no mileage charge for the first 12 miles. The mileage rate shall be in addition to the hourly rate, and applies only to those trips outside the City limits (not for trips that exceed 12 miles within the City).

For after school programs that service District students, the District will provide these services to the Contractor with the understanding that all parties providing these after-school services are charged the same rates as charged to the School District under the terms of this contract.

- c) The Contract will be awarded based upon a review by the District of all elements of the Bid submitted, including mandatory and voluntary categories of information. The District reserves the right to award a contract as determined by the District to be in their best interest.
- d) **For the purposes of calculating the contract cost only**, the following program profile will be utilized as the basis for calculating the annual cost for each of the five (5) contract years. The prices submitted on the Form of Bid will be multiplied by the appropriate category on the following program profile for each contract year. The school year will be based upon 180 days. The aggregate total cost of the five years will be considered the Bid cost.

Program Profile for Cost Calculation Purposes Only

Home-to-School, Private/Parochial, Special Education, and Extra-Curricular Contract

REGULAR RUNS WITHIN CITY LIMITS		
BID CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
# of Full-Day Buses		
71 Passenger Buses	84	Daily volume
71 Passenger Buses with A/C	55	Daily volume
71 Passenger Buses with seat belts	0	Daily volume
24 Passenger bus with A/C (Sped)	0	Daily volume
16 Passenger bus with A/C (Sped)	0	Daily volume
5-7 position wheelchair bus with seating for 10 – 16 ambulatory – A/C	0	Daily volume
5 – 7 position wheelchair bus with seating for 20 ambulatory – A/C	14	

3 position wheelchair bus with seating for 8 ambulatory – A/C	0	Daily volume
Summer Program		
71 Passenger Buses	0	20 days
71 Passenger Buses with A/C	23	20 days
24 Passenger Bus with A/C	0	20 days
16 Passenger Bus with A/C	0	20 days
5-7 position wheelchair bus with seating for 10 – 16 ambulatory – A/C	10	20 days
Excess Bus Use Hours		
71 Passenger buses	11,000	Annual volume
24 Passenger buses or less	0	Annual volume
SPECIAL RUNS - LATE BUSES, FIELD TRIPS, ATHLETICS		
BID CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
Driver Hours		
71 Passenger Buses	9,500	Annual volume
Wheelchair equipped vehicles	0	Annual volume
TRIPS OUT OF CITY LIMITS		
BID CATEGORY	ESTIMATED NUMBER	CALCULATION BASIS
1) Driver Hours	2,600	Annual volume
2) Miles (in excess of 12/trip)	59,000	Annual volume

22. Once the District receives the bids, District representatives will review each element of the submission. In order to clarify certain elements of a Bid, or in an effort to modify certain elements in order to better meet the District’s needs, the District may meet with one or more Bidders to discuss their Bids. Any changes to the bids that are agreed to by the Bidder will be placed in writing and acknowledged by the Bidder, and will then serve as both a formal modification to the original Bid and as the basis for any Contract awards.
23. No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

24. Each Bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the City of Providence, to furnish any or all of the items described will constitute a Contract between the successful Bidder and the School District. The Contract will bind the Successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid, or as modified pursuant to Section 3.22.

25. The placing in the mail of a notice of award to a successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.
26. If the successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or should the successful Bidder fail, or be delinquent (as determined by the Providence School Board of the School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Bidder will be notified in writing by the District. If within ten (10) days after written notification by the Providence Public Schools the Bidder has not taken such measures as will, in the sole and reasonable opinion of the Providence Public Schools, insure the satisfactory progress and performance of the service, then the School District will have the right to declare the successful Bidder in default and in addition to any other legal or equitable remedies available to it, the School District, upon declaring the successful Bidder in default may upon written notice to the successful Bidder, take the following action:
 - a) Withhold any funds due the successful Bidder under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Bidder.
 - b) Commence providing the services contracted for with the successful Bidder, either directly or through another contractor.

The Successful Bidder will be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the Successful Bidder, as well as attorney's fees incurred in contracting with another party.

27. It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the School District.
28. The General Conditions, Specifications, Notice to Bidder, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "contract documents" shall include all of the aforesaid together with the Contract itself.
29. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
30. It is understood that the Contract in no way excludes the District from using its own vehicles, or services provided by other school districts, or in any way limits the District from using other contractors in performing similar or other services.

31. Any Contract awarded hereunder is contingent upon the approval, after review by the City of Providence and, with respect to technical conformance to said requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.
32. The Providence Public Schools may terminate this Contract any time by a notice in writing from the Providence Public Schools to the Contractor. If the Contract is terminated by the Providence Public Schools as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.

As detailed in the standard Providence City Purchasing contracts, the Providence Public Schools may terminate the Contract pursuant to the provision of these specifications. It should be understood that the implementation of this termination clause would pertain to the lack of appropriate funding to operate the transportation program, or for "cause" due to violations of the operating requirements consistent with these specifications. The "lack of funding" or "cause" descriptions do not preclude any other rights afforded the City of Providence under the terms as specified in the Specifications or subsequent contract documents.

The Contractor acknowledges, understands and agrees to perform the obligations enumerated under this Contract subject to the provisions of Section 1006(d) of the Providence Home Rule Charter of 1980 which provides that this Contract, or any purchase order for payment on this Contract, shall be void and of no effect and that the City shall be under no obligation hereunder unless there is compliance with Sections 813(b)(3) and 1007(c)(2) of said Charter.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

33. The District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.
34. All material, services and workmanship shall be subject to inspection, examination and test by the District. The selection of bureaus, laboratories and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.
35. Vehicles used in performance of this Contract to transport pupils of the District shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee.
36. The successful Bidder shall submit a Transition Plan to the School District within ten (10) calendar days after being notified that it will be awarded the contract. Such Transition Plan must be approved by the District prior to any formal award by the City of Providence. It must include, at a minimum, a plan for securing and establishing a facility if the Bidder does not have one within the City of Providence; hiring of personnel; securing vehicles; installing fuel tanks if required; and the procedures

and time lines for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. While the School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Bidder.

37. The successful Bidder warrants and guarantees:

- a) That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- b) That prior to commencing performance under the Contract, the Bidder shall submit evidence that it has complied with the provisions of the Rhode Island Worker's Compensation Act Title 28, Chapter 29, Section 1, et seq (R.I.G.L.). If the successful Bidder is exempt from compliance under the Worker's Compensation Act, an officer of the successful Bidder shall so state by way of sworn Affidavit which shall accompany the signed contract.
- c) That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and School District.
- d) That it will comply with the State Occupational Safety and Health Act ("SOSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises.
- e) That it will comply with all elements of the City's Minority and Women's Business Enterprise Program requirements. Said Program's details are attached to these specifications and are made a part hereof. All forms must be completed and submitted with the Bid.
 1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, country of national origin, age, ancestry or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, country of origin, age, ancestry or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City of Providence setting forth provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, country of national origin, age, ancestry or disability.
 3. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for

any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

- f) That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto.
- g) The successful Bidder will comply with any and all other applicable Federal, State, and/or local laws, rules, and regulations.
- h) That if Bidder is an out-of-state corporation it shall qualify or register to transact business in Rhode Island, in accordance with Rhode Island General Laws (as amended), Sections 7-1.1-99, 7-1.1-105, 7-1.1-106.

6. PAYMENTS

- 38. The acceptance by the Contractor of the Final Payment will be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.
- 39. Payments of any claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 40. The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the Contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money will be deemed payments for the account of the Contractor.

7. FORCE MAJEURE CLAUSE

- 41. If the performance by either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by fire, floods, storms, explosions, accidents, war, civil disorder, strikes or other labor difficulties (other than strikes or labor difficulties by Contractor's employees), or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, such party will be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. The School District will have the right to take over the operation of the vehicles if Contractor is prevented from operating for the reasons described above, and may operate such vehicles with school employees or other persons, as the School District may deem appropriate until Contractor is able to resume its regular operations. The School District will pay to Contractor for the use of such vehicles, the compensation which would be due in accordance with the Contract had Contractor operated such vehicles, less all expenses and costs incurred in securing the services of

operating personnel and other such costs of operation. Notwithstanding the foregoing, in the event of a strike or other labor difficulties by Contractor's employees, the Contractor will procure replacement personnel necessary to perform the transportation services. If the Contractor does not procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract. It is agreed that a change in market conditions does not constitute force majeure.

8. SPECIFICATIONS

SCOPE

These specifications are intended to provide for school bus services for the transportation of students for the Providence Public Schools for the 2021-2022 school year and beyond. The 2019-20 transportation program of the School District is defined and described at Appendix "A" of these specifications, and additional detailed information will be provided at the pre-Bid meeting. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the 2019-20 school year which are on file with the District and available upon request. Additional information about the transportation program will be provided at the pre-Bid meeting.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, number of school days and student requests. Therefore, the District envisions a Bid based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein.

1. SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his designee will represent the Providence Public Schools in all matters pertaining to the performance of this Contract.

2. BID BOND

Bidder will be required to furnish, at its own expense, a bid bond or certified check in the amount of 10% of the Calculated Bid Amount. The Bid Bond or certified check will be deposited with the City Clerk as a guarantee that the Contract will be signed and delivered by the Bidder, and in default thereof, the amount of such check or bid bond shall be retained for use of the City as liquidated damages on account of such default.

3. INSURANCE

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. The successful bidder must furnish certificates of insurance with a thirty (30) day cancellation clause to the participating School Districts within thirty (30) business days after the notice of acceptance of its bid is given or mailed by that School District. The contract will not be signed on behalf of the participating School Committee nor shall it be valid unless the certificate of insurance has been delivered to and approved by the Superintendent or his/her designee. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits. The types and minimum amounts of insurance shall be:

The following Minimum insurance must be maintained in force by Bidder at its own expense:

- (a) Automobile insurance. Symbol “1”, covering all motor vehicles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District’s discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles as indicated above.

An additional insured endorsement is required and must be provided with certificate of insurance. The District, at its sole and absolute discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees, as additional insureds on a primary, non-contributory basis. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to standard ISO CA 00 01 with no manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

- (b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or equivalent naming the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees on a primary, non-contributory basis must be included. The decision to accept an alternative endorsement rests solely with the District. A waiver of subrogation in favor of the additional insured must apply. The Certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- (c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, and Employers Liability.
- (d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (e) The Contractor will provide Statutory Workers’ Compensation Insurance, including Employer’s Liability with limits of at least: \$500,000 each accident; \$500,000 disease policy limit; and \$500,000 disease, each employee.
- (f) Sexual misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

- (h) If contractor is providing web-based/cyber services or has access to owner's computer systems, websites, networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security liability, media liability & data breach coverage, with minimum limits of \$2,000,000 per claim, through the term of this agreement and for at least one (1) year after. Providence Public Schools must be named as additional insured.
- (i) Renewal certificates shall be provided to the City of Providence on an annual basis prior to the expiration of the current policy. Said certificates shall meet all requirements as provided for in these specifications. Failure to provide proper renewal certificates in a timely manner shall be considered contract default consistent with Section 4.26

4. BOOKS AND RECORDS

The Contractor will consent and agree to audits of any and all financial records relating to the proposed Contract by the City of Providence. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract, including but not limited to payroll records for drivers and monitors, may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records will be kept for a minimum of 3 years following expiration of the Contract. The Contractor will also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

5. PERFORMANCE BOND

The Contractor shall furnish a performance bond equal to 100% of the Contract awarded to guarantee the faithful performance of said Contract. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Rhode Island and must be satisfactory to the attorney for the School District. The performance bond shall be furnished to the District by June 15, 2021, and a renewal bond shall be provided to the District prior to each subsequent contract year. Failure to submit the required annual bond will constitute an event of default, for which the District may enforce and exercise any and all rights or remedies available it under this Contract, at law, or in equity, including but not limited to termination of the Contract. **Proof of bondability must be submitted with the bid.**

6. CONTRACT PAYMENTS

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. The style and detail on said invoice shall be acceptable to the District. Such payments shall be made monthly on the basis of the number of buses required and used according to these Specifications, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional runs. The number of buses paid for are those buses that the Supervisor of Transportation, or his/her designee, has approved for daily runs, special runs, or field trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are under the control of the Contractor.

The Contractor shall maintain records during the term of the Contract of the daily services provided to the District on a route by route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

7. TERM

The term of the Contract will be for a five (5) year period, beginning 9/1/2021, and ending with the 2025-2026 school year (August 31, 2026). A renewal contract may be available at the sole discretion of the School District.

8. PHYSICAL EXAMINATIONS

The physical examinations of drivers shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Transportation. All drivers must also comply with any Federal drug and alcohol testing requirements.

9. CONTRACTOR'S RESPONSIBILITIES

A. Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All drivers and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Department of Transportation, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, and State Department of Transportation regulations.

1. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not employ any person, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and bus monitors must understand and speak English. No person who is serving a sentence in a penal or correctional institution will be employed or work under this Contract.
2. The services included in these specifications are currently being provided by contracted employees. The Contractor shall provide preferential hiring, for those positions that may exist, to current contracted employees working in the District who so choose to apply for driving positions, and who meet the Contractor's employment requirements. Should the Bidder be awarded the Contract, the District will facilitate any interviews or other procedures to assist the Bidder and interested contracted employees.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract will rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District or its Superintendent of Schools shall have the right to remove any person. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or to direct that they be replaced, without being limited to considerations of health and driving records. The District also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students. To the extent the District utilizes any of its rights of removal, rejection, or replacement, such removal, rejection, or replacement

shall be completed by Contractor immediately, and shall not interfere with or otherwise delay the providing of transportation services described herein.

3. Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder for each Terminal location servicing this contract. Said Manager must have complete authority over the operation of the Contractor's buses. This Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools. Said Supervisor also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for City of Providence purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Said Manager and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District.

Said Manager will be responsible to ensure that a Dispatcher for each location is on-site during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. Sufficient management personnel shall be maintained and available from 30 minutes prior to the first departure in the AM, and until the last student is delivered on regular routes in the PM, when school is in session

The Manager, and/or appointed assistant managers, are precluded from any bus driver duties or driving any bus. Sufficient management personnel shall be maintained and available from at least 6:00 A.M. to 6:00 P.M. when school is in session without prior approval from the Supervisor of Transportation for each incidence.

4. Dispatcher: A "Dispatcher" function will exist within each operating terminal serving the District with said position staffed from 5:00 am to 6:00 pm, or until all students have been transported to their home/stop, on days when transportation services are being provided to the District. The person(s) serving in this capacity will be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) will not serve as an assigned or scheduled route driver during their scheduled dispatching times. At no time during normal route operating times will the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

5. Trip / Charter Coordinator: A "Trip Coordinator" function will be provided by the Contractor to work closely with the District on the scheduling and assignment of field and sports trips. This position requires that the individual possess computer skills, good communication skills, and knowledge of the Region. The responsibilities of this position may be assigned to an existing administrative staff member in the terminal.
6. Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position must be dedicated to the District and must allocated sufficient time to reasonably perform training, road checks, safety reviews, and accident investigations. The Safety Supervisor must periodically be at each school location, must review bus stops for safety reviews, and must assist drivers and monitors with student management issues. The

Safety Supervisor must submit written reports to the District, monthly, on all driver training programs, including new hires, drivers in training, and existing drivers.

Included in the safety personnel job responsibility will be: protecting students; intervening to control disturbances among students; maintaining radio control with dispatcher; suggesting solutions to control problems; observing drivers, bus aides, and students; preparing activity reports concerning incidents or disruptive students; conferring with students and parents; assisting with accidents; attending disciplinary hearings; transporting students as necessary; and reporting road conditions during inclement weather.

7. Telephone coverage: It is imperative that the Contractor provide sufficient office staff to handle incoming telephone calls from parents and District representatives.
8. Other employees: The above detailed employees shall be provided by the Contractor on a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Bidder is requested to provide a detailed explanation of their proposed terminal staffing with their Bid. The District will utilize this information as a part of the Bid evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

9. All drivers provided by the Contractor pursuant to the Contract shall be properly dressed.
10. The Contractor must comply with all State, Federal, and local laws and regulations, and Regulations of the Department of Transportation regarding school bus driver employment and bus operation.
11. Each driver performing services pursuant to the Contract shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of Rhode Island. The Contractor shall employ a qualified full time "Driver Trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the Regulations of the State of Rhode Island as they apply to safety regulations for drivers. At the end of each month, the Contractor shall provide the District a report detailing the routes and drivers that were observed by the Driver Trainer pursuant to the requirements of this section.
12. Each driver performing services pursuant to the Contract must undergo an annual physical examination. Reports thereof shall be transmitted to the District's Superintendent of Schools in writing on the forms prescribed by the District. The costs of such examinations shall be paid by the Contractor.

The District reserves the right to have their doctor examine anyone providing service under this contract. Anyone with, but not limited to, blood pressure or diabetic problems may be examined by the school physician periodically.

All employees of the Contractor will be drug-tested prior to employment and at least annually thereafter. The Contractor will submit proof of drug testing to the Providence Public Schools for each employee prior to their driving buses in its transportation system.

13. All prospective bus operators must have Bureau of Criminal Investigation (BCI). Copies of reports for accepted applicants must be forwarded to the Providence Public Schools' Director of Transportation.
14. The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than 10% of the number of drivers required to meet the specific obligations of the Contract on a regular basis.
15. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law.
16. The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers shall traverse their assigned routes until they become familiar with all stops and roads. **Stand-by and substitute drivers shall also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route.**
17. The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No children eight years of age or under are to be released without supervision. If there is no one to meet the child or if the kindergarten child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
18. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision.
19. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.
20. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination.
21. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said dispatcher will maintain contact with the District until the last student is off the last bus and the dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. The Contractor is required to provide a sufficient number of phone lines to meet the on-going operating

needs of the Providence Public School's transportation program. In no event shall this be less than eight (8) phone lines on a hunt (rotation) configuration.

22. The Contractor must provide a private telephone number (at each terminal location if more than one) to allow the District immediate, direct access to the Terminal(s). The Contractor will have operational a fax machine in the terminal, and internet communications. The Terminal Manager and Dispatcher, at a minimum, shall have email addresses which shall be furnished to the School Department, and which shall be checked periodically throughout the day. In order to facilitate communications between the District and the Contractor, the Contractor shall be able to communicate utilizing Microsoft Word and Microsoft Excel, at a minimum.
23. The Contractor shall maintain a list in its office with at least the following information concerning drivers, which shall be available to the Director of Transportation at all times:

Name of Operators
Address
Date of Operator's License
School Bus Permit No.
Physical exam date

24. In most cases, elementary Providence school buses will have a monitor assigned for all runs. At the time of this bid, it is envisioned that all bus monitors will be employed by the District.
25. Contractors will submit their proposed driver compensation package including a description of all incentive programs and benefits.

A certificate of Worker's Compensation Insurance must be on file with the Providence Public Schools at all times during the terms of the Contract.

26. The Contractor shall be responsible for providing all drivers and monitors specific first aid training on the proper administration of Epinephrine (EpiPen) medication to children.

B. Vehicles

It will be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the District. All vehicles will have valid Rhode Island Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract and to ensure the proper cleanliness of the buses. The District reserves the right to inspect any vehicle used for the provision of services to the District, at any time, upon reasonable notice to Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to an District vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to the School District. A vehicle of a larger capacity may be used to fulfill the spare bus capacity of smaller vehicles (i.e. a 72+ passenger bus can fulfill the requirement for a 24-passenger bus). However, any billing to the District will be based on the bus capacity required by the District and not the bus capacity provided by the Contractor (for example, if a 72 passenger bus covers for a 24-passenger bus, the District shall be invoiced at the 24-passenger bus rate).

1. For the 2021-2022 school year, the District projects the need for the following route vehicles:

Home-to-school public, private and parochial transportation:

Amount	Type of Vehicle
84	71 passenger buses
55	71 passenger buses with air conditioning

Special Education transportation:

Amount	Type of Vehicle
	24 passenger buses with air conditioning
	16 passenger buses with air conditioning
	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students
14	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 20 students
	3 position wheelchair bus with air conditioning and regular seat availability for 8 students

Summer Program for 2022:

Amount	Type of Vehicle
	71 passenger buses
31	71 passenger buses with air conditioning
	24 passenger buses with air conditioning
	16 passenger buses with air conditioning
10	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students

All buses must be car seat and harness ready.

All 71 passenger buses must have a turning radius equivalent to or shorter than the Thomas TC2000 bus.

2. There shall be no buses used in the performance of this contract over ten (10) years old, and the average age of the buses in use must not exceed 5.5 years (including route and spare buses). Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the chassis year. For example, a 2015 model year bus would be considered four years old for the 2019-2020 school year. All buses added by the Contractor once the contract is started must be “new” at the time of addition to the fleet, with the exception of any buses designated as a spare vehicle only. Spare vehicles added to the fleet shall be no older than six (6) years and shall have less than 80,000 miles at the time of addition. The spare vehicles must be operational and must be capable of performing services as detailed herein. Vehicles that are “out-of-operation” or are receiving maintenance services that make them unavailable for service, do not qualify as operating spare vehicles. The average fleet age calculation would be performed at the beginning of each school year unless the School District determined that the Contractor removed “newer” vehicles during the school year once the average age calculation was performed. Should this blatant violation of the contract occur, the District reserves the right to terminate the contract pursuant to the termination procedures as detailed herein.

The Superintendent reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

3. Flashing stop arms, front safety crossing control gates, and “Child Check Mate” (or equivalent system), are required on all vehicles.
4. Two-way radios of **at least** 50-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone) must be provided by the Contractor. All communications devices must be operated pursuant to State regulations.
5. The contractor will provide a radio system to allow the District to monitor communications. That system will be provided to the District’s Transportation Department / Transportation Supervisor located at the contractor’s facility.
6. All vehicles five (5) years old or less, and all new buses, should be retrofitted with safety harness/car seats. There must also be available a minimum of 60 car seats that meet or exceed all applicable State and/or Federal requirements, and a minimum of 400 EZ Harness by Respect Industries, or approved equals, at the beginning of each school year. The number of car seats and harnesses must be submitted to the District, and verified, before the start of the school year. Should car seats or harnesses be lost or damaged during the school year due to the negligence of the District or the District employees, the Contractor shall replace the car seat or harness and charge the District for the documented cost of replacement. Given the critical nature of supplying transportation services to students requiring the car seats and/or the harnesses, the Contractor must maintain a sufficient number of car seats and harnesses to have a 10% spare factor available at all times. Should services to students not be provided due to a lack of car seats and/or harnesses, the District reserves the right to assess a non-performance penalty consistent with Section 20.A.14.
7. Route numbers shall appear on printed forms on the side windows and rear of bus.
8. All buses must be equipped with operable GPS tracking devices, and the District Transportation Office must be provided real-time access to this data
9. All vehicles six (6) years old or less, and all new buses added to the fleet, are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading and/or a removable hard disk storage capacity of at least 60 GB.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor. If sound recording is to take place, proper advertisement and notification of same must be provided by the Contractor and the Contractor shall be responsible for same.

The use of this equipment shall be in conformance with Providence Public Schools policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District’s request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the District, and access is occasionally required as part of student discipline or criminal

investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in these specifications, the District reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

A minimum of three (3) video cameras and sound recording equipment are required in each 24 passenger and larger bus. A minimum of two (2) video cameras and sound recording equipment are required on each bus with a capacity of 9 to 29 students. A minimum of one (1) camera and sound recording equipment is required on each 5-7 passenger vehicle.

10. Bidders are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Providence Public Schools reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. Specifically, the District reserves the right to inspect the Contractor's vehicles, at the Contractor's terminal, whenever it is solely determined by the District that a vehicle inspection is required. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.
11. Should the District be requested to integrate the use of Stop-Arm Cameras on their fleet, the Contractor will cooperate with the City of Providence and the Providence School Department to facilitate the integration of the necessary equipment, but will bear no additional cost of the implementation.
12. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must have an exterior bus washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.

C. Facilities

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this Contract. Bidders must demonstrate proof of available facilities at time of bid, including the address in the City of Providence for total storage of equipment, maintenance facilities, fueling, parking, driver facilities, administrative offices, office space for District Management Staff (currently four (4)) and a description/location for the school-provided monitors and parking for the monitors to be provided at the facility location. Adequate, convenient, and secure parking for Providence Public Schools bus monitors must be provided at the facility. Bus monitor parking must be paved and well lighted.

Bidder must provide with Bid a detailed description of the site(s) to be used to fulfill the requirements of this contract. Specific information on the site(s) address, size (buildings and parking), and features must be included. If the site(s) are not currently under the control of the Bidder (as evidenced by ownership or lease documents), sufficient documentation as to options to purchase or lease must be submitted.

The facility must be adequate to support the following items:

- Parking for 170 buses
- Parking for monitors
- Adequate restrooms
- Adequate Office space – 2-3 offices/lounge for monitors and drivers etc.

D. Fuel

All vehicles provided to the Providence Public Schools under this Contract shall be fully fueled by the Contractor at all times during the school year at no additional cost to the Providence Public Schools.

Fuel Costs, exclusive of taxes and fees, are to be billed to the district monthly. Providence Public Schools will adjust the net fuel cost to the Contractor based upon prescribed fuel usage factors, as noted below:

Vehicle	Fuel Usage Factor
Type A Bus	9.5 MPG
Type B Bus	9.5 MPG
Type C Bus	8.0 MPG
Type D Bus	7.5 MPG
School Vehicles	15.0 MPG

- a) Fuel consumption will be determined by using computerized routing software to report the total miles traveled each day by type of vehicle listed below. Fuel usage will then be calculated by dividing total miles driven by type of vehicle by the miles per gallon factor for each type of vehicle using the fuel usage factors.
- b) There shall be a quarterly compensation adjustment for student transportation services provided under the Agreement to reflect changes in the cost of fuel. The adjustment shall be performed by converting the miles scheduled to be travelled into gallons, to which a price factor will be applied.
- c) For purposes of this adjustment, the baseline fuel cost shall be \$2.59 per gallon for diesel fuel and \$2.20 per gallon for unleaded gasoline, exclusive of all applicable state and federal excise and sales tax.
- d) Miles traveled will be calculated using computerized routing software to generate a report of the total daily garage-to-garage mileage for each route, if the contractor's facility is located within the City of Providence limits. Should the contractor's facility be located outside of the City of Providence limits, the miles traveled will be calculated from vehicle's entry point into the City limits, and exit point out of the city limits.

The routes will be revised only in the case of a significant change in the route, but not for minor changes, (e.g. a route which usually has three schools on it will not be redone on a day when one of the schools is not in session). The contractor will be responsible for tracking the number of shuttle runs performed (e.g. CTE HS trips back and forth to work site) and reporting this weekly.

- e) At the end of each quarter, the Systems Manager will prepare a weekly miles and fuel consumption report summarizing:
 - i. The miles traveled by type of vehicle
 - ii. The gallons consumed, calculated by using a miles per gallon factor for each type of vehicle.
 - iii. Average spot fuel price for the quarter, calculated from the indexes at the United States Energy Information Administration (EIA) at www.eia.gov as posted for each Wednesday of each week of the quarter. This site lists daily spot prices for New England Ultra Low Sulfur Diesel Fuel and for New England All Grades Conventional Gasoline.

- iv. The ultra-low sulfur average spot price as calculated above is then discounted by 3.2% to reflect the historical differential between the index previously used low sulfur versus ultra-low sulfur spot prices. The posting of the low sulfur index ceased in mid-2013, and ultra-low sulfur prices have historically exceeded low sulfur prices.
- v. The resultant amount is the fuel compensation adjustment.
- f) Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance
- g) The Providence Public Schools will provide a readjustment of the fuel allowance for any route where the live mileage changes permanently by five percent (5%) or more.

10. SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Providence School Board, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have specialized loading requirements), or at designated locations identified by the District. At no time are pupils to be transported off the public highways, except in compliance with present District policy and/or practice.

11. ROUTE SCHEDULING

- A. Route scheduling will be performed by the District and provided to the Contractor via email. The Providence School Board reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without the prior permission of the District. Periodically, the District may request the assistance of the Contractor to evaluate or revise certain routes. The District will provide the Contractor with “Read-Only” access to the routing software to allow for more efficient operation.
- B. Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without approval by the Providence Public Schools or its authorized representative. The District is responsible to supply appropriate passes for pupils authorized to be transported.
- C. Children shall be delivered to their respective schools not earlier than thirty (30) minutes before the scheduled arrival time. Buses shall be in designated parking areas 15 minutes prior to dismissal whenever possible.
- D. The number of days for which transportation will be required is currently one hundred eighty (180) days and, in any case, will be governed by the actual school calendar as adopted by the Providence School Board including the calendars of all other schools for which the District is responsible for furnishing transportation. Should transportation services be required for more than 180 days, a per diem rate shall be paid to the Contractor based upon the appropriate Charge as submitted on the Form of Bid. Certain District programs, such as Special Education and/or Summer, require transportation during certain school vacations and summer periods. This transportation could entail services up to 230 days per year. Cost for this service shall be at the per diem rate shown on the Form of Bid. When schools are closed (for the

reasons set forth in the Force Majeure Clause hereinabove, transportation is to be furnished on such other days as the Providence School Board declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.

- E. It is understood that on those days that public schools are closed and the non-public schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools. The District will pay for any services provided to non-public schools on days when the public schools are closed, however there will be no incremental costs, or additional fees, charged over and above the bid prices as stipulated in the Form of Bid.
- F. Each bus used under this Contract will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by the School District's Director of Transportation, including both the side and rear windows.
- G. The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

12. SCHEDULE VARIATIONS

- A. Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:
 - 1. District-wide early Noon dismissals when required.
 - 2. Early dismissals and/or late starts as per calendars provided by the District.
 - 3. Comparable transportation from all non-public schools covered by this Contract on days when Providence Public Schools has other than regular dismissals.
 - 4. Early dismissals and/or late starts of any and all schools for parent conferences, special events, weather or civil emergencies, etc.
 - 5. Comparable transportation from all non-public schools covered by this Contract on days when Providence Public Schools has other than regular dismissals
 - 6. Dismissal as required during January and June examination weeks.
 - 7. Dismissal as required during June examination week at the middle and elementary schools of the District as well as any and all non-public schools to which transportation is provided under the Contract.
- B. The Contractor will agree to conduct periodic ridership audits, and to supply the District with such audit results in a timely manner. The Contractor will also supply mileage reports and any other additional information deemed necessary by the District.

13. OPERATING CRITERIA

- A. Trial Runs

On two separate days established by the District, prior to the first day of service under the Contract, each regular driver will make at least one (1) trial AM and PM run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District by the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times, and must be operated in vehicles similar to what will be utilized during the actual student runs. The cost of the trial runs will be borne by the Contractor and will not be billed to the District. Fuel for these trial runs will be provided by the District based on the reimbursement levels as detailed herein.

14. OPERATING MATTERS

- A. District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Providence Public Schools as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Providence Public Schools, with the consent of the Contractor. See Appendix D.
- B. Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Department of Transportation regulations. The cost of such instruction shall be paid by the Contractor.
- C. Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by law. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to Department of Transportation regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.
- D. Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.
- E. Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline and required activity, rules of regular route bus driver hours, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District shall meet prior to September 1st to finalize the information to be contained on this report.
- F. Accidents: The Contractor will follow all practices that have been established in the Providence Public Schools for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, the Contractor must immediately notify the Superintendent of Schools, the State Department of Transportation, the Motor Vehicles Department, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate State agencies and copies forwarded to the District's Transportation Supervisor. The BPS

reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

G. Rights To Property: As a condition of this Contract, the Contractor agrees to allow Providence Public Schools Administrative personnel on any property connected with the service provided to the School District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by school personnel.

H. Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related contract with another school, district or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes.

15. CLIMATE CHANGE PROTECTION PROGRAM

As you may be aware, Rhode Island has implemented several climate change mitigation activities through the Office of Air Resources, one of them being the Transportation and Climate Initiative. This initiative is a multi-state effort amongst the transportation, energy and environmental state agencies in eleven Mid-Atlantic and Northeast States and the District of Columbia to work collaboratively to reduce greenhouse gas emissions from the transportation sector.

As part of this proposal, the Contractor must provide a description of how the bus services procured under this Request for Proposal would endeavor to reduce greenhouse gas emissions from current levels consistent with the State's climate change initiative. Please provide as much detail as possible on specific measures proposed including, but not limited to, the use of renewable diesel fuel, electric buses, or other measures.

16. DISPUTES

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits his/her bid. If the Bidder fails to do so, her/his Bid will be construed by the Superintendent or her/his designate.

17. BASE PROGRAM BID

The Base Program Bid for the proposed contracted services will be for the 2020-2021 school year consisting of services and routes as described in Appendix "A" and as provided at the pre-Bid meeting.

18. CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract will be amended to reflect the change by using the Bid amount quoted per vehicle per day (by vehicle type) on the "Form of Bid". Such modifications will reflect the appropriate renewal increases. These costs shall be prorated to the extent utilized for the unexpired portion of the school year.

The District must be notified within 10 days of any changes in operating requirement that will result in a change in contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

19. COMPLIANCE REQUIREMENTS

A. Compliance with Title IX Regulations

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

TITLE IX STATES: NO PERSON WILL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

B. Compliance With The American With Disabilities Act and Section 504 of the Rehabilitation Act of 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

20. CONTRACT

The successful Bidder will be required to execute an Operating Contract on the appropriate form furnished by the City of Providence which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the City of Providence. This Contract shall contain a default provision for all Obligations of Contractor contained in the Bids, Certifications, General Conditions, Specifications, and said Contract. The successful Bidder, upon failure or refusal to execute and deliver the Contract, within twenty-one days, after she/he has received notice of the acceptance of her/his Bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

21. NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Providence Public Schools and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Providence Public Schools may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the Providence Public Schools' expectation that it will not pay for any services that have not been provided. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any liquidated damages, the District will attempt to meet or discuss with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that has led to the potential assessment of liquidated damages.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the Bidder, through their voluntary submission of their Bid, hereby stipulates that the following sums shall be deemed damages and enforceable for breach of this Contract:

- A. If at any time the Contractor does not provide the required number of buses or drivers necessary for any base bid programs under the Contract, the Providence School Board may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater.

The Contractor further agrees that if any bus does not depart at its scheduled departure time from the bus terminal, or arrives later than its scheduled arrival time, the Director of Transportation in her/his discretion, may require the Contractor to issue a credit. All credits shall be reviewed by the Contractor and District prior to any issuance. The following schedule shall be employed:

<u>Minutes Late</u>	<u>Penalty</u>
30 or more	100% Daily Rate

Buses must also not arrive at school buildings earlier than the time allowed in order to provide adequate supervision for the students, and to protect the students from inclement weather. Therefore, the Providence School Board shall have the right to deduct from its monthly payment the pro-rata cost of the bus that arrives more than 30 minutes prior to the scheduled arrival time.

1. Damages for early buses, late buses, and/or missed routes will be reported, reviewed, and assessed as follows:
 - a. Daily/Weekly: The GPS functionality and system reporting will be utilized by the designated District representative and the representative from the Contractor to identify early buses, late buses, and/missed routes.
 - b. Weekly/Monthly: The report of early or late buses, and/or missed routes, will be reviewed and evaluated by the designated school representative and the representative from the Contractor. The Contractor shall not be penalized for delays or changes to schedules caused by weather or traffic conditions beyond its control. The District and the Contractor will review route times of any delayed runs caused by length and traffic conditions of routes, or early runs that result from decisions made in conjunction with District personnel.
2. If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
3. This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
4. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of Rhode Island, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
5. In the event a strike or other occurrence causes an interruption of services for more than 24 hours,

the Providence Public Schools shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and Contractor is responsible for incremental financial liability to District.

6. Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, a \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.). However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles, and must notify the District at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles and not drivers. The Contractor is expected and required to have a sufficient staff to meet the District's needs
7. The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active/functioning radios, or comparable communication devices (cellular or digital phones) and all buses must have operable GPS tracking systems. Additionally, the District requires that all out-of-district buses be equipped with effective communications equipment. A \$100 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.
8. The District requires that all vehicles six (6) years old or less, and all new vehicles added to the fleet, utilized in the performance of this Contract(s) have operating and active digital cameras, and operating GPS systems. \$100 per day per bus liquidated damage will be assessed for any vehicle which does not comply with this requirement.
9. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.
10. Drivers are not allowed to modify their routes without prior approval of the District, including but not limited to the use of any unauthorized stop locations. Violation of this provision will result in non-payment for the services provided by the offending driver(s) for the period of the violation.
11. This contract requires timely, effective communications from the Contractor in the form of various reports as detailed herein. Failure of the Contractor to provide the mandated reports in the format as prescribed by the District will result in liquidated damages of \$25 for each business day that the report is late, incomplete or inaccurate.
12. The District requires that all vehicles, including spare vehicles, have the proper route number sign prominently displayed. Any vehicle that provides services without the proper signage is subject to daily liquidated damages of \$50.00.
13. A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent

manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the damages will not be assessed.

14. If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.17, the Contractor shall be liable for liquidated damages of \$300 per day per failure from the monthly payment for each such occurrence.
15. The School District will have the right to terminate the Contract at the end of any school year where the Contractor has failed to meet its obligations under the Contract, as evidenced by non-performance liquidated damages pursuant to this Contract, which equal or exceed \$5,000.00 in any Contract year. It is understood and agreed by the Contractor that the assessment of non-performance damages will be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year.

The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, at law and in equity. As stated, it is not the District's desire to utilize the non-performance liquidated damages provisions unless it is deemed necessary. To this end, the District will accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation period, each instance of non-performance will be documented by the School District within one week of its occurrence and sent to the Contractor to provide it with an opportunity to respond with an explanation, and affirmation or denial of the allegation. The Contractor will have five business days from the issuance of a documented non-performance issue to contest it in writing. Each Contractor response will be reviewed by the District and evaluated based on the facts of the case. Absent a response or the District's rejection of Contractor's explanation, the liquidated damages associated with the service failure will be added to the overall total.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Section, or by exercising the provisions of this Section in a particular way, will not be deemed to have waived any of the District's other rights or remedies under the Contract, at law or in equity, or the Contract requirements.

APPENDIX "A"
PROGRAM DESCRIPTION

DESCRIPTION OF 2020-2021 SCHOOL YEAR

The transportation division is responsible for coordinating all the transportation needs for the Providence School System. Additional information about the program will be provided at the pre-Bid meeting, and will be available upon request.

The current program consists of the following:

Home-to-school public, private and parochial transportation:

Amount	Type of Vehicle
84	71 passenger buses
55	71 passenger buses with air conditioning

Special Education transportation:

Amount	Type of Vehicle
	24 passenger buses with air conditioning
	16 passenger buses with air conditioning
	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students
14	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 20 students
	3 position wheelchair bus with air conditioning and regular seat availability for 18 students

Summer Program for 2019:

Amount	Type of Vehicle
31	71 passenger buses
	71 passenger buses with air conditioning
	24 passenger buses with air conditioning
	16 passenger buses with air conditioning
10	5 – 7 position wheelchair buses with air conditioning and regular seat availability for 10 to 16 students

All buses must be car seat and harness ready.

All 71 passenger buses must have a turning radius equivalent to or shorter than the Thomas TC2000 bus.

The projected annual mileage for the home-to-school program for the 2021-2022 school year is 1,000,000.

APPENDIX "C"
MONTHLY REPORT TO ADMINISTRATION
FOR _____, 202__
(Calendar Year)

- 1. # Full Operating Days Scheduled For This Month _____ days
- 2. # Full Operating Days Actual For This Month _____ days
- 3. # Full Operating Days Remaining - Year-To-Date _____ days
- 4. # Full Operating Days Actual - Year-To-Date _____ days

5. Home to School Mileage:	<u>Monthly</u>	<u>Year-to-Date</u>	
a. Regular Runs	_____	_____	
b. Disabled/Spec Ed	_____	_____	
c. Private/Parochial	_____	_____	
d. Late Runs	_____	_____	
e. Other (describe) _____	_____	_____	
f. Total Home-To-School	_____	_____	

6. Special Runs Mileage:			
a. Sports	_____	_____	
b. Special Trips	_____	_____	
c. Field Trips	_____	_____	
d. Other (describe)	_____	_____	
e. Total	_____	_____	

7. Hours - Special Runs:			
a. Sports	_____	_____	
b. Special Trips	_____	_____	
c. Field Trips	_____	_____	
d. Other (describe)	_____	_____	
e. Total	_____	_____	

8. Accident Information
Please describe any incidents including driver, bus number, cost, explanation: _____

9. Safety and training activity - please describe: _____

10. Operating changes new this month (new routes, policies, procedures, etc.): _____

APPENDIX “D”

BOARD POLICIES

The District’s Board Policies are available at <https://www.boarddocs.com/pa/aln/Board.nsf/Public>.

THIS FORM MUST BE SIGNED AND NOTARIZED ===== SUBMIT WITH BID =====

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE PUBLIC SCHOOLS BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE PROVIDENCE PUBLIC SCHOOLS FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, FINES, PENALTIES, DEBTS, LIENS, COSTS, EXPENSES, DAMAGES, ATTORNEYS FEES, EXPERT WITNESS FEES, COURT COSTS, JUDGMENT, CLAIM, OR DEMAND, HEREAFTER COLLECTIVELY "CLAIMS", WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE PUBLIC SCHOOLS BOARD OF SCHOOL DIRECTORS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES;

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENCE, ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OF INDEMNITY, DEFENSE, LIABILITY AND LOSS HEREUNDER WILL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK WILL DEFEND (WITH LEGAL COUNSEL ACCEPTABLE TO THE PROVIDENCE PUBLIC SCHOOLS) ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE PUBLIC SCHOOLS BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PROVIDENCE PUBLIC SCHOOLS ON ANY CLAIMS, AND WILL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE PROVIDENCE PUBLIC SCHOOLS, PROVIDENCE PUBLIC SCHOOLS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PROVIDENCE PUBLIC SCHOOLS ARISING OUT OF ANY CLAIMS.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT WILL APPLY TO ANY CLAIMS, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY CLAIMS, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR AND CONTRACTOR'S PERFORMANCE OF THE CONTRACT. NOTHING IN THIS AGREEMENT IS INTENDED TO WAIVE OR EXTINGUISH THE IMMUNITY PROTECTIONS OF THE PROVIDENCE PUBLIC SCHOOLS, ITS AGENTS OR EMPLOYEES AS SET FORTH IN THE PENNSYLVANIA'S POLITICAL SUBDIVISION TORTS CLAIMS ACT.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2020.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3 of the Providence Public Schools transportation Bid, dated January 20, 2021, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. YES NO
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- c. Information on any bankruptcy filings has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- d. Information on any denials of Performance Bonds has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

**STUDENT TRANSPORTATION BID
FORM OF BID
JANUARY 20, 2021**

PURCHASING DEPARTMENT, SUITE 206
797 WESTMINSTER STREET
PROVIDENCE, RI 02903

BASE PRICE

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE PROVIDENCE PUBLIC SCHOOLS, 797 WESTMINSTER STREET, PROVIDENCE, RHODE ISLAND, THE UNDERSIGNED:

CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO BIDDERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:

BASE PRICE

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE PROVIDENCE PUBLIC SCHOOLS AS SPECIFIED.

**HOME-TO-SCHOOL, PRIVATE/PAROCHIAL, SPECIAL EDUCATION,
and EXTRA-CURRICULAR TRANSPORTATION BID:**

1) PERIOD FROM SEPTEMBER 1, 2021 THROUGH AUGUST 31, 2022		
REGULAR RUNS WITHIN CITY LIMITS		
1. Full Day School Bus		
<input type="checkbox"/> Includes fuel and driver labor <input type="checkbox"/> Based upon five (5) hours per day.		
Cost per School Day per 71 Passenger Bus	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:

Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:
2. Cost Per Hour For Bus In <u>Excess</u> of Five (5) Hours Per Day <input type="checkbox"/> Includes fuel and driver labor <input type="checkbox"/> Minimum of one (1) hour if excess hours are <u>not</u> contiguous to base contract hours in Number 1 above. <input type="checkbox"/> Billed in 15 minute increments.		
Cost per Hour per 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:
SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS		
1. Driver Hours <input type="checkbox"/> During School Year <input type="checkbox"/> Within City Limits <input type="checkbox"/> All Special Runs Will Be Charged At These Rates <input type="checkbox"/> Includes Fuel <input type="checkbox"/> Cost per Hour - Minimum of Two (2) Hours		
Cost per Hour for 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 16 to 24 Passenger Bus	\$	Amount in Words:
Cost per Hour per Wheelchair Bus	\$	Amount in Words:
TRIPS OUT OF CITY		
<input type="checkbox"/> Includes Fuel <input type="checkbox"/> Driver Cost per Hour - Minimum of two (2) hours <input type="checkbox"/> Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.		
Cost per Hour	\$	Amount in Words:
Cost per Mile	\$	Amount in Words:

2) PERIOD FROM SEPTEMBER 1, 2022 THROUGH AUGUST 31, 2023

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

- Includes fuel and driver labor
- Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

- Includes fuel and driver labor
- Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.
- Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS

1. Driver Hours

- During School Year
- Within City Limits
- All Special Runs Will Be Charged At These Rates
- Includes Fuel
- Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 16 to 24 Passenger Bus	\$	Amount in Words:
Cost per Hour per Wheelchair Bus	\$	Amount in Words:

TRIPS OUT OF CITY

- Includes Fuel
- Driver Cost per Hour - Minimum of two (2) hours
- Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$	Amount in Words:
Cost per Mile	\$	Amount in Words:

3) PERIOD FROM SEPTEMBER 1, 2023 THROUGH AUGUST 31, 2024

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

- Includes fuel and driver labor
- Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

- Includes fuel and driver labor
- Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.
- Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS

1. Driver Hours

- During School Year
- Within City Limits
- All Special Runs Will Be Charged At These Rates
- Includes Fuel
- Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 16 to 24 Passenger Bus	\$	Amount in Words:
Cost per Hour per Wheelchair Bus	\$	Amount in Words:

TRIPS OUT OF CITY

- Includes Fuel
- Driver Cost per Hour - Minimum of two (2) hours
- Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$	Amount in Words:
Cost per Mile	\$	Amount in Words:

4) PERIOD FROM SEPTEMBER 1, 2024 THROUGH AUGUST 31, 2025

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

- Includes fuel and driver labor
- Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:

Cost per School Day per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

Includes fuel and driver labor

Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.

Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS

1. Driver Hours

During School Year

Within City Limits

All Special Runs Will Be Charged At These Rates

Includes Fuel

Cost per Hour - Minimum of Two (2) Hours

Cost per Hour for 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 16 to 24 Passenger Bus	\$	Amount in Words:
Cost per Hour per Wheelchair Bus	\$	Amount in Words:

TRIPS OUT OF CITY

- Includes Fuel
- Driver Cost per Hour - Minimum of two (2) hours
- Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.

Cost per Hour	\$	Amount in Words:
Cost per Mile	\$	Amount in Words:

5) - PERIOD FROM SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026

REGULAR RUNS WITHIN CITY LIMITS

1. Full Day School Bus

- Includes fuel and driver labor
- Based upon five (5) hours per day.

Cost per School Day per 71 Passenger Bus	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per School Day per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per School Day per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per School Day per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:

2. Cost Per Hour For Bus In Excess of Five (5) Hours Per Day

- Includes fuel and driver labor
- Minimum of one (1) hour if excess hours are not contiguous to base contract hours in Number 1 above.
- Billed in 15 minute increments.

Cost per Hour per 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 71 Passenger Bus with seat belts	\$	Amount in Words:
Cost per Hour per 24 Passenger Bus with Air Conditioning	\$	Amount in Words:
Cost per Hour per 16 Passenger Bus with Air Conditioning	\$	Amount in Words:

Cost per Hour per 5-7 Position Wheelchair Bus with Seating for 10 to 16 ambulatory students, with Air Conditioning	\$	Amount in Words:
Cost Per Hour per 2 Position Wheelchair Bus with Seating for 10 ambulatory students, with Air Conditioning	\$	Amount in Words:
SPECIAL RUNS - LATE BUSES; FIELD TRIPS; ATHLETICS		
1. Driver Hours <input type="checkbox"/> During School Year <input type="checkbox"/> Within City Limits <input type="checkbox"/> All Special Runs Will Be Charged At These Rates <input type="checkbox"/> Includes Fuel <input type="checkbox"/> Cost per Hour - Minimum of Two (2) Hours		
Cost per Hour for 71 Passenger Bus	\$	Amount in Words:
Cost per Hour per 16 to 24 Passenger Bus	\$	Amount in Words:
Cost per Hour per Wheelchair Bus	\$	Amount in Words:
TRIPS OUT OF CITY		
<input type="checkbox"/> Includes Fuel <input type="checkbox"/> Driver Cost per Hour - Minimum of two (2) hours <input type="checkbox"/> Mileage - base rate includes 12 miles. Cost per mile bid is in excess of 12 miles per trip.		
Cost per Hour	\$	Amount in Words:
Cost per Mile	\$	Amount in Words:

6) If the Bidder is a corporation, is it incorporated in Rhode Island?

Yes No

If No, it must be authorized to do business in Rhode Island.

7) In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Package including the Instructions to Bidders, General Conditions, Bid Certifications, and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

8) The Bidder has provided transportation services to the following school districts within the last three (3) years:

Name	Address	Contact Person	Telephone
<hr/>			

(attach additional sheets, if necessary)

9) Location(s) of Bidder's maintenance facility(s) in the City of Providence:

10) Pursuant to Specifications 9.B.2., vehicle list of Contractor must be included with the bid on Appendix B.

11) These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract(s) by the District. The Bidder's endorsement below signifies that the Bidder is aware of all required information and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the District has the sole discretion to determine the best Bid(s) to meet the needs of the District.

Very truly yours,

by _____

title _____

company _____

(NON-COLLUSIVE BID CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: January 20, 2021

I. GENERAL BID CERTIFICATION

The Bidder certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this Bid.

II. NON-COLLUSIVE BID CERTIFICATION

By submission of this Bid, the Bidder certifies that:

- a. Each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the Bidder to induce and other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

- b) A Bid will not be considered for award nor will any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder will so state and will furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the Bid will not be considered for award nor will any award be made unless the Providence Public Schools determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any Bid will be deemed to have been authorized by the board of directors of the Bidder, and such authorization will be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

Sworn to and Subscribed Before Me

On This _____ Day of _____, 20__.

Notary Public

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title)

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

PROVIDENCE PUBLIC SCHOOLS

797 Westminster Street
Providence, RI 02903-4045

CONTRACT: HOME-TO-SCHOOL; PRIVATE/PAROCHIAL; SPECIAL EDUCATION; EXTRA-CURRICULAR
BID DATE: January 20, 2021

NON-BIDDER'S RESPONSE

The Providence Public Schools are interested in the reasons why prospective bidders fail to submit bids. If you are **NOT** submitting a bid, please indicate the reason(s) below and return this form to the above address, Attn: Purchasing Agent. Failure to do so may result in your firm being removed from advance notice lists of potential bids compiled by the District.

- Unable to bid at this time, but would like to receive future notices.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: _____

- Insufficient time allowed for preparation and submission of bid.
 - Other reasons: _____
- _____

You may remove our name from the bid/proposal list for:

- | | |
|--|---|
| <input type="checkbox"/> All bids/proposals | <input type="checkbox"/> Remainder of this year |
| <input type="checkbox"/> This particular service | <input type="checkbox"/> Other: _____ |

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Address

Fax Number

Address

Email address

Bidder's Initials