

**Solicitation Information  
March 21, 2014**

**Addendum #2**

**RFP # 7548529**

**TITLE: STATEWIDE PUPIL TRANSPORTATION SERVICES**

**SUBMISSION DEADLINE: TUESDAY, APRIL 1, 2014 @ 11:30 AM (EASTERN TIME)**

**PLEASE NOTE:**

**SUBMISSION DEADLINE HAS BEEN EXTENDED TO TUESDAY, APRIL 1, 2014 AT 11:30 AM.**

**ATTACHED ARE THE FOLLOWING DOCUMENTS:**

- 1. QUESTIONS RECEIVED BEFORE AND AFTER THE PRE-BID CONFERENCE HELD ON MARCH 10, 2014, AND QUESTIONS RECEIVED AT THE PRE-BID CONFERENCE.**
- 2. CURRENT CONTRACT AND PRICING**
- 3. FIRST STUDENT INVOICES OCTOBER 2013**
- 4. AUTHORIZATION FOR RELEASE OF REFERENCE INFORMATION**
- 5. RHODE ISLAND DEPARTMENT OF EDUCATION – OFFICE OF STATEWIDE TRANSPORTATION – STANDARD OPERATING PROCEDURES**
- 6. SERVICE STANDARDS**
- 7. SIGN-IN SHEET FROM PRE-BID CONFERENCE HELD ON MARCH 10, 2014**

**ALSO ATTACHED AS EXCEL FILES ARE THE FOLLOWING DOCUMENTS:**

- 1. ATTACHMENT 4 – PRICING FORMS**
- 2. TRANSPORTATION ZONE DESIGNATION BY TOWN/CITY**
- 3. ROUTE DEADHEAD MILES MARCH 2014**
- 4. ROUTE & BUS CAPACITY NOV. 2013**

**PLEASE CLICK ON THE LETTER 'D' IN THE COLUMN LABELED 'INFO' TO ACCESS THE EXCEL FILES.**

**GAIL WALSH  
CHIEF BUYER**

## State of Rhode Island

### Request for Proposal (RFP) Bid #7548529

#### Statewide Pupil Transportation Services

#### Questions received as of 3/7/14

1. Page 4, Item 1, Paragraph 3 – Can you provide a detailed breakout of the size/capacity of buses currently being operated for the (134) Special Education buses and the (84) Regular Education buses.

Answer: Capacity requirements vary by route. Further, bus capacity requirements have not been specified other than by the type of vehicles and whether it needs wheelchair positions/lifts and air conditioning. A table of current routes is provided in Attachment A that displays current ridership, including the number of wheelchair riders, by route. These data are being provided electronically for ease of analysis by the vendor. RIDE will also consider providing the current bus capacity serving each of these routes and will respond to this in an addendum to the RFP.

Page 4, Item 1, Paragraph 3 – Can you provide how many wheelchair buses are currently being operated? Can you provide a detailed breakout of size/capacities and number of wheelchair positions per bus?

Answer: There are 37 total Wheelchair buses. The breakdown of the buses is as follows:

- 19 Buses with 1 Wheelchair position
  - 7 Buses with 2 Wheelchair positions
  - 8 Buses with 3 Wheelchair positions
  - 2 Buses with 4 Wheelchair positions
  - 1 Bus with 5 Wheelchair positions
2. How many buses operate 180 days for Special Education and Regular Education and how many buses operate 210+ days for Special Education and Regular Education?

Answer: There have two different route sets operated during the summer versus during the regular school year. All regular Ed buses only operate during the normal school year. As for Special Ed, there are approximately 139 Special Ed buses operating during the summer (Average of 32-33 days) and then 134 Special Ed Buses operating during the regular school year. It should be understood, however, that the regular school year is not a consistent 180 days. It often averages to more 183-185 days depending on factors such as inclement weather and schools that stay in session during typical breaks (i.e. February/April break).

3. Can you provide average hours and average miles operated per day per bus currently being operated?

Answer: The current breakdown is as follows: Regular Ed: Average Miles per bus/day = 53, Mileage Range: 18-112 miles; Average Hours: 3:41, Hourly Range: 1:06-5:29; Special Ed: Average

Miles per bus/day = 62, Mileage Range: 14-150 miles; Average Hours: 3:42, Hourly Range: 1:03-6:57

4. Total buses outlined on page 4 (218) does not match buses outlined on page 8 (211), which is correct?

Answer: The current number is 218. The table referencing 211 was created using an FY13 dataset. The level of service has increased somewhat this year, however, and the values provided on page 4 are based on current year data. It should be understood that the table on page 8 was provided to give a sense of service distribution, but that this distribution changes from year to year and even within a service year. All information in the RFP is provided to give each vendor an opportunity to estimate service volume requirements, but that RIDE reserves the right to adjust and change these requirements as per the Contract Service Specifications.

5. Page 8, Item 5, Table 3 – Can you breakout Special Education buses vs Regular Education buses on the table?

Answer: The route table provided in Attachment A is being provided to all prospective vendors electronically. This table indicates the origin, destination, and type of each current route. Table 3 was provided for introductory/ illustrative purposes. The vendor should utilize the information in Attachment A to determine the answer to this question.

6. Page 15, Item C – What is the Performance Bond requirement? i.e. 10%, 5% of total contract?

Answer: The Contractor shall furnish a performance bond issued by a company licensed to do business in the State of Rhode Island for 100 percent of the annual contract amount, in a form that is satisfactory to RIDE, for the duration of the base three (3) year contract, within 10 working days of award of contract. The cost of the bond shall not be included in the bid cost for each year of the bid. RIDE, at its sole discretion, reserves the right to require, eliminate or reduce any required bond requirement from 100 percent if it deems it to be in the best public interest. In the event that the contract is extended beyond the additional base three year contract, RIDE at its sole discretion, reserves the right to require, eliminate or reduce any required bond requirement from 100 percent if it deems it to be in the best public interest.

7. Page 13, Item D iii – How many car seats and harnesses are currently required on a daily basis?

Answer: There are 101 harnesses and 16 car seats used daily at the present time.

8. Page 13, Item C, Section 3 – How many cameras per bus will be required?

Answer: This is unknown at the current time. Cameras are not currently required. An analysis and resulting Standard Operating Procedure will be issued that addresses this question. The pricing required to be submitted is prospective on a per-unit basis. RIDE will consider this issue further and may provide further clarification as an addendum to this RFP.

## Verbal Questions received at pre-bid conference of 3/10/14

These pertain to the questions submitted as of 3/7/14 and addressed above:

1. Does question #3 refer to live time and miles?

Answer: Yes

2. In regard to question #8, should vendors anticipate one camera per bus?

Answer: The goal is to start with the special education buses. We won't be able to do all of them at once but would like to get a good number of them done for safety purposes.

3. Can RIDE provide copies of actual current routes for the purpose of calculating/ understanding deadhead miles?

Answer: See downloadable Excel spreadsheet "RIDE RFP Addendum 2 - Route deadhead miles"

Additional questions posed at the pre-bid conference:

1. Will stop arm cameras continue to be provided by an outside vendor?

Answer: Yes we are currently working with RedFlex/Student Guardian.

2. Is the routing company going out to bid also and will the timeline for the routing bid be similar?

Answer: Yes

3. Is there a possibility for TransPar's contract to be extended?

Answer: It is not our intent to extend the contract since it is approaching the end of its fifth year. The State does not generally approve extensions beyond five years and grants them only in cases of necessity.

4. Is there any opportunity to extend the average age of the special education buses because of the miles they travel?

Answer: We are concerned about maintenance issues if the age is extended but we will take one more look at it. Following the pre-bid conference this question was revisited and a decision made not to extend the average age beyond what has been stated at this time.

5. What is the impact of the charter school RFP on the routes?

Answer: As noted in the bid, the independent bid issued by the RI League of Charter Schools may result in Charter Schools currently served by the Statewide Pupil Transportation Program to exit the program. Under the bid, schools had 60 business days from the date of opening to make a decision. Based on that statement in the bid, it appears this will be on or about April 15<sup>th</sup>, 2014. It is likely that there will, however, be opportunities for them to participate beyond that time.

In addition to efforts being made by the League of Charter Schools to provide transportation pricing for its members, RIDE is currently reviewing its pricing methodology and is prepared to reach out to the Charter Schools once that work is finalized. Competitive pricing under this RFP is critical.

6. Can the addendum show the number of routes servicing charter schools to enable vendors to back them out if necessary?

A. This information is already available in Attachment 1

7. Why is New Shoreham listed in this bid?

Answer: We do not currently service New Shoreham but have included it in case there is ever a need to provide for a student that comes off island for services.

8. What is exhibit C?

Answer: This was a mistake within Attachment 2 and should have referenced Exhibit B.

9. Is there a way to price cameras in a cost per day per bus as opposed to annually?

Answer: No, please provide an annual price.

### **Questions received after pre-bid conference from Vendor A:**

#### Extension

Document Location: Notice p. 7 section C(2)

Contract may be extended by mutual agreement for up to 2 one-year periods. Maximum performance period is 5 years.

Answer: We note no question here; this is a restatement of the terms within the RFP

#### Termination

Document Location: Attachment 2 p. 4 Art. 11 Termination for cause provides a 30 day notice period.

Termination for convenience is available only to RIDE and would occur upon 60 days' notice. Would RIDE agree to give Vendor A a right to termination for convenience upon a longer notice period, 90-120 days?

Answer: The language in the documents remains unchanged.

#### Indemnification

Document Location: Attachment 2 p. 5 Art. 12

The indemnification is overly broad. Vendor A should not indemnify RIDE for claims/costs arising out of the negligence or willful misconduct of either RIDE or the management contractor. Would RIDE consider the following addition to Article 12 of Attachment 2?

"... provided to the State under this Agreement, except to the extent such arise out of or are connected with, or are claimed to arise out of or be connected with any of the negligence or willful misconduct of State or State's management contractors, or their respective officers, officials, agents, or employees, third parties not under Contractor's direction or control, rider on rider violence, or Contractor's good

faith adherence to State or State's management contractor's directives, policies or procedures. The foregoing provisions...

Answer: The language in the documents remains unchanged.

#### Force Majeure

Document Location: none

Would RIDE consider the inclusion of the following language:

In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, labor unrest, governmental action or any other condition or cause beyond Contractor's control or any other force majeure clause as defined by state law, RIDE shall excuse Contractor from performance under this Agreement.

Answer: The language in the document remains unchanged.

#### Liquidated Damages/Penalties

Document Location: Attachment 2 p. 14-15 (Performance Management Program and Standards of Performance, Performance Withholding), Attachment 2 Exhibit B (Performance Management Program), Note that the standards of service will be defined and submitted to the offers as addendum. Will corresponding LDs be included or will the Performance Withholding limits be the only parameters? We would prefer a list of infractions and corresponding LD amounts.

In non-compliance situations, RIDE will give written notice to Vendor A and Vendor A would then have 60 days to cure the issue. If a cure was not accomplished in that time, RIDE may impose a Performance Withholding.

Performance Withholding would allow RIDE to defer payment of up to 10% of the most recent unpaid regular monthly invoice. However, that amount will be paid in full if Contractor fully cures the issues within 2 months of the deferral decisions. If a cure is not accomplished within that time, RIDE may retain such amount. Will there be any designation of a dollar amount to be withheld for specific infractions?

Answer: There will be no liquidated damages associated with this contract, nor will there be specific financial penalties other than as described in the contract template (Attachment 2).

By means of clarification, please note that the Minimum Standards of Performance and the Contract Performance Management Program (CPM) (included as Exhibit B to the contract template) are two separate and different performance management elements of the contract. Newly revised/ expanded language for the Minimum Standards of Performance section of the contract template is included as a downloadable document as part of this addendum. This is the contractually obligated, enforceable, and penalty-enabled portion of the contractor's performance obligation. It is focused solely on fundamental aspects of the contractor's obligation – the provision of sufficient quantities of qualified drivers and reliable buses to service the daily routes as assigned. For these obligations there will be no levy for specific infractions. Rather, the performance withholding methodology is designed to ratchet-up the pressure and, ultimately, the financial penalties for a contractor that consistently fails to meet these fundamental obligations.

As you will read, the focus of CPM is, as codified in the contract language, non-punitive. It will be a joint, cooperative, adaptable and changeable program over the course of the contract. This recognizes that system performance above and beyond the fundamental obligations of the contractor is a *collective responsibility of the contractor, the System Manager, and RIDE*. The CPM program is the mechanism that will be utilized to provide for a formal, structured, but cooperative means of measuring system performance for the purpose of improving the quality and efficiency of the services provided to the customers of the RIDE statewide transportation system.

#### Service Level Adjustments

Document Location: Attachment 2 p. 9 Section b

The number of vehicles to be operated may increase or decrease by 10% per year without triggering renegotiation on price. Attachment 2 p. 9 Section b.

Vendor A will have two school days of notification for route change orders

Answer: We note no question here; this is a restatement of the terms within the RFP

OTHER TERMS: Issues of note in the RFP or Contract.

#### Term of Contract

Document Location: Notice p. 7 section C(2), Att. 2 p. 2

Initial term is 3 years,

Answer: We note no question here; this is a restatement of the terms within the RFP. Initial term is three years with options for two renewals of one year each.

#### Bonds

Document Location: section 3.1, 4.4, notice p. 15

Bid bond of 5% of the total bid required. However, page 15 indicated that a bid security of \$5,000 is required. Please clarify if 5% of \$5,000.00 is required.

Answer: A bid security deposit in the amount of five thousand dollars (\$5,000.00) is required in the form of a bid bond, certified check or cashier's check issued by a responsible bank, or trust company, payable to the Rhode Island Department of Elementary and Secondary Education. Bid security deposits will be returned to the unsuccessful bidders upon award of the contract(s) to the successful bidder(s). The security deposit of the successful bidder(s) shall be returned upon receipt of both a signed contract and performance bond, if required. Only one (1) bid bond is required regardless of number of district groups being bid.

Performance bond of 100% required if indicated. Will RIDE require one?

Answer: Yes, please see respond to item #6 on Page 2 of this document.

#### Scope of Work

Document Location: Notice p. 4 section B, p. 6 Section C, p. 7 section C(4) (newly defined transportation zones), Attachment 2 p. 8

The four school districts that have district owned and operated transportations systems may at any time choose to outsource their transportation and use this contract.

The RFP contemplated the involvement and interaction of three separate parties: RIDE, a management contractor in charge of planning and routing, and the bus operations contractor. This review assumes that this is the current structure under which Vendor A is now operating.

Answer: We note no question here; this is a restatement of the terms within the RFP

Section C(4) (p. 7) notes that the four transportation zones are newly defined and are not the same as the five transportation regions defined by the State.

Note the two proposal options, Option A and Option B. Notice p. 9 section C(6).

If additional dry-runs are to be performed, RIDE would compensate Vendor A at a rate of 85% the contractual rate per day per bus operated. Attachment 2 p. 14

Answer: We note no question here; this is a restatement of the terms within the RFP

Vehicles/Equipment Modification

Document Location: Attachment 2 p. 12

Note the age and mile parameters for vehicles. Attachment 2 p. 11

Extend Vehicle Age of SPED Type A vehicles to 8 yr and Mileage Cap to 180K

Answer: The vehicle age and mileage requirements will not be altered. Please see response to item #4 on Page 3.

Pricing and Billing

Document Location: Attachment 2 p. 4 Article 10 (withholding payments), Attachment 2 p. 16-19

Note the annual price escalator would track the CPI and would result in a downward adjustment of up to -2%. (See attachment 2 p. 19) We would typically recommend that that a downward adjustment be stricken from the contract and instead recommend the following language: "If the approved Consumer Price Index (CPI) is negative, the CPI shall be disregarded and the rate for the extended term shall be determined by the State and Contractor."

Ensure we have priced according to the fuel routing software to be used to calculate fuel consumption. Also note the baseline for fuel costs. Attachment 2 p. 19

Answer: We note no question or specific request here.

Consider including in our quote:

In the event of changes in state or federal taxes, laws or specifications, increased insurance or surety premiums or any other condition, including, but not limited to, any interpretation or implementation of the Patient Protection and Affordable Care Act, which causes any of the Contractor's operating costs hereunder to increase at a rate in excess of the rates quoted in Vendor A's Response to the Request for Proposal, the rates shall be adjusted to reflect such increase.

Answer: This is not acceptable to RIDE.

## Dispute Resolution

### Document Location:

We recommend the following language:

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration.

Answer: We will agree to include the following language in the contract document: “The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. If a dispute cannot be resolved by negotiation, the parties shall make a good faith effort to agree upon a form of alternate dispute resolution, whether by mediation or some form of arbitration, prior to commencing litigation. “

## Other

### Document Location:

The answer to Section 5, question 2 regarding violation of RI environmental laws is, NO.  
MBE Note the state’s MBE requirement is 10%. Notice p. 3

Answer: We note no question or specific request here.

Subcontracts –are permitted but must be identified in the proposal.

Answer: We note no question or specific request here.

On the addendum- it said “requirements relating to bus drivers on pages 15 and 16 are omitted in their entirety. But page 17 has driver related information. Is that also to be omitted?

Answer: Yes, up to the beginning of the following heading on Page 17.

## Charter School Participation

What impact will there be on Charter School participation since they recently procured an Request for Pricing Bid in January 2014.

Answer: Please note answer provided to pre-bid question above in item #5 on page 3.

What percent of the existing schools participating will continue to fall under the Statewide Transportation Program?

Answer: Other than the potential for charter school changes, we do not anticipate that any of the current local district participants will leave the program.

Page 13—How many digital cameras will be required by Contract

Answer: Please note answers provided in item #8 on page 2 and item #2 on page 3 of this document.

Do we have external bus arm cameras now?

Answer: Yes, please note answer provided above for item #1 on page 3.

Dry Runs-Just to clarify will be unpaid under the new contract. This will be a loss of approximately \$30,000 annually in billable Dry Runs.

Restated - Under the new contract it appears that dry runs will be unpaid. Is this correct?

Answer: Yes, there are no additional fees associated with required dry runs.

### **Written Questions received from Vendor B**

1. Could you please define the bus type A, B, C, and D in the pricing document as it relates to capacity?

Answer: Please refer to industry standards for compliant bus capacities.

2. We would like to request a copy of the current contract and billing rates for the 2013-14 school year.

Answer: Provided as requested.

3. If possible, a copy of one month of billing

Answer: Provided as requested.

4. The RFP references that multiple offerors may be awarded contracts for service originating in Transportation Zone A. We are looking for clarification on how this zone would be subdivided.

Answer: This zone will be subdivided on the basis of RIDE discretion, and the minimum/maximum number of route buses offered/ required by each vendor. RIDE will plan such divisions in a logistically sensible manner.

5. Added Question- Would it be possible to get Attachment 1 in Excel format or some other format that can be manipulated?

Answer: Yes, Attachment 1 (and Attachment 4 – Pricing Forms) are available as downloadable spreadsheets as part of this addendum.

# **Statewide Student Transportation Service Agreement**

**Between**

**The State of Rhode Island  
Department of Elementary and Secondary Education  
And  
First Student, Inc.**

This Statewide Student Transportation Service Agreement (hereinafter the "Agreement") is made and entered into this 5<sup>th</sup> day of March, 2009, by and between the State of Rhode Island and Providence Plantations (hereinafter the "State") acting by and through the Department of Elementary and Secondary Education (hereinafter "RIDE") and First Student, Inc, a corporation duly organized and existing under the laws of the State of Delaware, and registered to do business in the State of Rhode Island, with a primary office in Cincinnati, Ohio and a Federal Identification Number of 59-2364035 (hereinafter "First Student").

The State and First Student are sometimes jointly referred to hereinafter as the "Parties".

**Witnesseth**

**Whereas**, the State requested proposals from qualified contractors to provide statewide student transportation services to improve services to students, to make more efficient use of state funds, and to provide a service not easily handled on an individual district basis; and

**Whereas**, the purpose of the RFP # 7144879 entitled "Statewide Transportation System for Students" (hereinafter the "RFP") was to select a qualified student transportation school bus contractor to provide transportation for special education students, non public and other students attending programs outside of their home school attendance area, beginning in September of 2009 with a phased-in implementation by geographical area and as existing school-district transportation contracts expire; and

**Whereas**, ultimately a statewide transportation system for all students that will encompass both within district and out-of-district transportation is planned with the out-of-district component as the first phase of this initiative; and

**Whereas**, First Student, in response to said RFP, submitted a Technical/Cost Proposal dated November 7, 2008 (hereinafter the "Proposal"), which is incorporated herein by reference and made a part hereof; and

**Whereas**, the Parties desire to establish this Agreement for First Student to furnish the services required by the State for implementation of the Statewide Transportation System for Students.

**NOW THEREFORE**, for good and valuable consideration exchanged by and between the Parties, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Precatory Clauses**

The precatory "whereas" clauses are incorporated herein and made a part of this Agreement.

**2. Services**

First Student hereby agrees to perform the services as detailed in the RFP, the Proposal and such additional services as may be set forth in this Agreement (hereinafter the "Services"). For convenience purposes, the Services may be summarized as the provision of continuous, safe and reliable transportation to special education, non-public, and other Rhode Island students who are enrolled in schools outside of their home school attendance area, according to the implementation schedule set forth in Appendix E of the RFP.

**3. Additional Services**

First Student hereby agrees that it will also perform the following services:

4. **Term**

The initial term of this Agreement shall be the period July 1, 2009-June 30, 2012, unless terminated earlier pursuant to the provisions of this Agreement. The Agreement may be extended by the State, at its sole option, for one (1) renewal period of up to two (2) additional years by mutual written agreement of the Parties. As used herein, the "Term" of this Agreement shall mean the initial term together with any renewal period that is approved by the Parties.

5. **Compensation**

The compensation to be paid to First Student for providing the Services will be on the basis of a fee for service. The fee will be the product of the units of service to be used and the price for each unit (i.e. cost per bus per day). The daily rates shall include the cost of fuel, garaging, oil, grease, repairs, wages and benefits of drivers, taxes, fees, licenses, permits, certificates, insurance costs, and such other costs as are needed in connection with the provision of the Services and to keep the school bus fleet properly equipped and in good operating condition. The compensation to be paid by the State to First Student for providing the Services during the term of this Agreement, including any renewals or extensions, shall be adjusted quarterly to reflect changes (increases or decreases) in fuel costs as calculated under Part IV Section 10.0 of the RFP ("Fueling).

**Part A: Home-to-School Transportation**

The prices listed below are for the 2009-2010 school year. Prices are based on a minimum of four (4) daily hours per bus. Excess hours shown will be for hours in excess of four (4) hours per day. Hours will be based on the total time from the first stop to the last school in the morning plus the first school to the last stop in the afternoon for each bus, inclusive of layover time. *Deadhead and required pre-and post trip inspection time to and from the bus compound are not to be used as the basis for calculation of the daily rate or excess hourly rates.* While 180 annual days of service are assumed, RIDE reserves the right to add or reduce the number of the days of service and/or buses needed.

### Rates for Year 1

Bus Size (Legal Capacity)	Estimated Number of Buses <sup>1</sup>	Base Hours (4hr. minimum)	Base Rate per Day	Excess Hourly Rate (More than 4 hrs. up to 8 hrs.)	Excess Hourly Rate (More than 8 hrs.)
1-19	10	\$289.00	\$2,890.00	\$55.00	\$70.00
20-35		\$289.00		\$55.00	\$70.00
42-48	3	\$289.00	\$867.00	\$55.00	\$70.00
54-72		\$289.00		\$55.00	\$70.00
More than 72		\$309.00		\$55.00	\$70.00
Add: For Wheelchair Bus		\$5.00		n/a	n/a
Add: For Bus Monitor		\$72.00		\$18.00	\$27.00

The base rates given for each bus size category is exclusive of the charges for bus monitors or wheelchair capability.

<sup>1</sup> Counts are based on preliminary routes from FY2007-08 data. Actual buses required in future years may vary.

**Part B: Extra Curricular, Midday, and Athletic Transportation**

The prices below are for the 2009-2010 school year. Prices are based on a minimum of one (1) hour per trip. Excess hours shown are for hours in excess of one (1) hour per trip. The rates are based on the total time from the first pickup to the return trip drop-off, inclusive of layover time. *Deadhead time to and from the bus compound to or from the pickup point is not to be used as the basis for calculation of the daily rate or excess hourly rates.*

**Rates for Year 1**

<b>Bus Size (Legal Capacity)</b>	<b>Base Hours (1hr. minimum)</b>	<b>Base Rate per Hour</b>	<b>Excess Hourly Rate (More than 1 hr. up to 8 hrs.)</b>	<b>Excess Hourly Rate (More than 8 hrs.)</b>
1-19	1 hr.	\$190.00	\$40.00	\$60.00
20-35	1 hr.	\$190.00	\$40.00	\$60.00
42-48	1 hr.	\$190.00	\$40.00	\$60.00
54-72	1 hr.	\$190.00	\$40.00	\$60.00
More than 72	1 hr.	\$210.00	\$50.00	\$75.00
Add: For Wheelchair Bus	n/chg	n/chg	n/chg	n/chg
Add: For Bus Monitor	1 hr.	\$35.00	\$18.00	\$27.00

The base rates given for each bus size category are exclusive of the charges for bus monitors or wheelchair capability.

**Part C: Cost of Living Adjustment  
Three (3) Year Term Base Contract**

The following are the cost increases for years two and three of the base contract.

	<b>2010-2011 Percent increase over 2009-2010</b>	<b>2011-2012 Percent increase over 2010-2011</b>
Bus Base Daily Rate	4.0%	4.0%
Bus Base Excess Hourly Rate	4.0%	4.0%
Wheelchair Increment	0.0%	0.0%
Bus Monitor Increment	4.0%	4.0%

The percentage increases should be calculated exclusive of any adjustments made to base prices for fluctuations in First Student's cost of fuel. Fuel adjustments must be calculated separately as described in Part IV Section 10 of the RFP, "Fueling". These inflation escalation percentages are firm prices and may not be altered subsequent to execution of this Agreement.

#### **Part D: Emergency Evacuation Plan Cost**

First Student agrees to comply with the School Districts' Emergency Evacuation Plans. This plan may require the evacuation of all School District students from all of its schools.

First Student shall provide a staff member for each bus to assist in the coordination of the evacuation at a given school.

In the event that First Student does not currently have sufficient vehicles to provide immediate transportation to all students simultaneously, it will provide a plan, acceptable to the RIDE, to obtain such vehicles required in an emergency situation prior to July 1 annually during the term and any extensions of this Agreement.

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

\$55.00 (2 hr. minimum) per hour per vehicle.

#### **6. Payment Terms**

First Student shall submit monthly invoices to the System Manager for RIDE in duplicate, on a form acceptable to RIDE, for final approval by RIDE Office of Finance on or before the 10<sup>th</sup> of each month. Payment will be made within forty-five (45) calendar days of receipt of a properly documented invoice. Payments will be adjusted by any incentives, liquidated damages, and discount for prompt payment as negotiated by First Student and RIDE.

7. **Incorporation by Reference and Interpretation**

The State Purchasing Act, the State Purchasing Regulations and the State of Rhode Island Office of Purchases General Conditions of Purchase are incorporated herein by reference, hereinafter collectively referred to as the State's General Conditions of Purchase. This Agreement consists of the following contract documents which are incorporated herein by reference: (a) this Agreement (b) the Proposal and (c) the RFP and Purchase Order, all of which may be collectively referred to throughout this Agreement as "Contract Documents". In the event any conflict shall arise among the provisions of the foregoing documents, said conflict shall be resolved by giving priority to the documents in the order set forth above.

8. **Changes to Services**

- A. Either of the Parties may at any time individually request changes to the Services required under this Agreement. The Parties acknowledge that each of them may require a change in the Services due to a variety of factors including, but not limited to, changes in federal, state and local law, regulations, policies or budgets, or changes in the Implementation Schedule (Appendix E of the RFP).
- B. Any changes to this Agreement shall be implemented by a written contract amendment mutually agreed upon and executed by the Parties.

9. **Termination**

- A. In the event that either of the Parties materially fails to perform its obligations under this Agreement, the other of the Parties may terminate this Agreement upon written notice of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.
- B. The State may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to First Student.

C. The above-mentioned sixty (60) days written notice notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to First Student in the event that the funding underlying the participation of the State is limited or curtailed.

**10. Assignment**

This Agreement shall not be assigned, transferred or subcontracted by First Student without prior written approval of the State which said approval shall not be unreasonably withheld, conditioned or delayed.

**11. Notices**

Any notices required, or to be given in connection with this Agreement shall be sent by certified mail or facsimile, proof of transmission retained, to the following:

**For the State:**

Director of Department of Administration and Purchasing Agent  
Rhode Island Department of Administration  
One Capitol Hill  
Providence, R.I. 02908 - Fax number (401) 222-2280

**With a copy to:**

Commissioner of Education  
Rhode Island Department of  
Elementary and Secondary Education  
255 Westminster Street  
Providence, R.I. 02908 - Fax number (401) 222-6178

**For First Student:**

President  
First Student, Inc.  
600 Vine Street, STE 1400  
Cincinnati, OH 45202

**With a copy to:**

First Student Office of General Counsel  
600 Vine Street, STE 1400  
Cincinnati, OH 45202

**12. Designated Representatives**

The persons named below are hereby designated as the representative for each of the Parties for communication in matters pertaining to this Agreement. Any change in such designation shall be in writing, sent to the address set forth above. First Student and RIDE agree to maintain close and continuing communication through their designated representatives throughout the performance of work and services undertaken under the terms of this Agreement.

**For the State:**

Carolyn Dias, Chief of Operations  
Rhode Island Department of Elementary and Secondary Education  
255 Westminster Street  
Providence, Rhode Island 02908

**For First Student:**

Anthony Murgo, Regional Operations Manager  
First Student, Inc.  
327 Market Street  
Warren, Rhode Island 02885

**13. Indemnification**

First Student shall hold harmless and indemnify the State, the Rhode Island Department of Elementary and Secondary Education, and their officers, employees, and agents, including the System Manager, from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorneys fees), which arise out of or are connected with, or are claimed to arise out of or be connected with

any of the transportation services provided to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived, or modified by reason of any insurance provided by First Student under the provisions of this Agreement. First Student shall not be obligated to hold harmless and indemnify the Rhode Island Department of Elementary and Secondary Education, and their officers, employees, and agents, including the System Manager for any claims, damages, or expenses related to design of bus routes, or to state policies or procedures that First Student has carried out in good faith, nor for student upon student violence, nor for the willful, wanton or negligent acts or omissions of the State.

**14. On-Site Inspection**

With reasonable notice to First Student, First Student agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government, and provided that such on-site monitoring, evaluation, and inspection shall not interfere with First Student's daily operation of its business.

**15. Partnership**

It is understood and agreed that nothing herein is intended or should be construed in any manner as creating or establishing the legal relation of partnership between the parties hereto, or as constituting the employees, agents, or representatives of First Student included in this Agreement as employees, agents, or representatives of RIDE or the State.

**16. Severability**

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

17. **Proprietorship**

First Student understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to it under this Agreement or with funds identified by First Student as matching expenditures under this Agreement. First Student agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.

18. **Copyright**

Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that First Student and RIDE are Joint Owners of the copyright.

19. **Publicity**

With prior agreement from RIDE, First Student will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. Upon agreement from First Student, RIDE will give due credit to First Student on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

20. **Interest of the Contractor**

First Student covenants that it presently has no pecuniary interest and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. First Student further covenants that in the performance of this Agreement no person having any such interest shall be employed.

21. **Civil Rights**

First Student agrees to abide by applicable provisions of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975 (P.L. 94-135, Title III); the Americans with Disability Act of 1990 (P.L. 101-336); all other applicable federal and state laws relating to equal employment opportunities; State Executive Order No. 19 dated 15 December 1977, State Executive Order No. 80-9 dated 24 March 1980, and State Executive Order No. 85-11. First Student asserts that no person shall, on the grounds of race, color, national origin, religion, sex, age, political belief, sexual preference, or handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activities undertaken in behalf of this Agreement. In addition, First Student agrees to adhere to accepted industry practices for handling complaints from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

22. **Drug Free Workplace Policy**

First Student agrees to comply with the requirements of the Governor's Executive Order No. 91-14, the State's Drug Free Workplace Policy, and the Federal Omnibus Drug Abuse Act of 1988. First Student acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

23. **Environmental Tobacco Smoke**

First Student agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan

guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

**24. Subcontracts**

Any proposed subcontract under this Agreement shall be submitted to the Rhode Island Department of Elementary and Secondary Education contract officer for approval prior to execution which said approval shall not be unreasonably withheld, conditioned or delayed. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

**25. Lobbying**

All Contractors must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including but not limited to 31 U.S.C. Section 1352 and Section 503 of the Departments of Labor, RIDE and Human Services, and Education, and Related Agencies Appropriations Act (Public Law 104-209).

**26. Controller's Approval**

This Agreement shall take effect upon the issuance of a purchase order, and/or cooperative agreement by the State Controller.

**27. Licensure/Certification**

First Student shall have any and all licenses necessary to operate its facilities in place prior to the start date of this Agreement and for the duration of the contract period. Further, all personnel delivering RIDE services shall be licensed/certified and/or registered as required by law.

**28. Laws of Rhode Island and Venue**

It is understood and agreed that this Agreement shall be governed by the laws of the State of Rhode Island, both as to interpretation and

performance. Venue for any and all legal actions arising hereunder shall lie in the Superior Court in and for the County of Providence, State of Rhode Island.

**29. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**30. Delays**

Whenever First Student has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, First Student shall immediately give written notice thereof, including all relevant information with respect thereto, to the System Manager and the State.

**31. Dispute Resolution**

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the parties from agreeing in the future to submit a dispute to arbitration. The provisions of this section notwithstanding, the State's right to terminate this Agreement pursuant to paragraph 9 ("Termination") shall not be subject to any obligation to mediate disputes.

**32. Force Majeure**

In the event First Student is unable to provide the transportation services herein specified because of any Act of God, civil disturbance, fire, inclement weather, impassable roads, riot, war, picketing, strike, stoppage of work caused by a labor dispute, government action or any condition or cause beyond First Student's control, the State shall

excuse First Student from performance under this Agreement during the period when First Student is unable to perform.

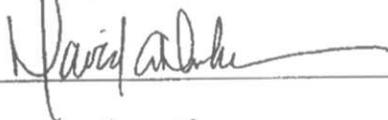
**33. Entire Agreement**

This Agreement contains the sole and entire agreement between the Parties, and supersedes and renders null and void any and all other agreements between them. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery hereof except such representations as are specifically set forth herein, and each of the Parties acknowledges that it has relied on its own judgment in entering into the Agreement. The Parties further acknowledge that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with this Agreement or its dealings with the other. This Agreement may be amended or extended by mutual written consent.

**IN WITNESS WHEREOF**, the Parties execute this Agreement as of the date first set forth above.

First Student, Inc

By



Title:

Sr VP

State of Rhode Island and Providence Plantations  
Department of Elementary and Secondary Education

By



Peter McWalters, Commissioner of Education

**AMENDMENT  
TO  
STATEWIDE STUDENT TRANSPORTATION SERVICE AGREEMENT BETWEEN  
THE STATE OF RHODE ISLAND DEPARTMENT OF ELEMENTARY AND  
SECONDARY EDUCATION AND FIRST STUDENT, INC.**

This Amendment is made and entered into this 24th day of August by and between the State of Rhode Island and Providence Plantations (hereinafter the "State") acting by and through the Department of Elementary and Secondary Education (hereinafter "RIDE") and First Student, Inc (hereinafter "First Student").

The State and First Student are jointly referred to hereinafter as the "Parties"

WHEREAS, the Parties have entered into a Statewide Student Transportation Service Agreement (the Agreement) dated March 5, 2009, with an initial term of July 1, 2009 – June 30, 2012, that provides the State with the option to extend and renew the Agreement for a period of up to two additional years; and

WHEREAS, since entering into the Agreement, a change to services has been agreed to by the Parties pursuant to Paragraph 8 of the Agreement because several additional school districts have requested transportation services; and

Whereas the Parties have agreed that the implementation schedule (Appendix E of the RFP) will be accelerated to include a total of 14 districts as of July 1, 2009; and

Whereas the level of student transportation services has thereby increased, including the requirement of additional buses to be provided by First Student; and

Whereas, the statewide system will not be fully operational throughout the entire state until the third year of operation and a two year extension of the Agreement will therefore allow continuity of services once the entire state is enrolled in the program.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**1. Term**

The State hereby exercises its option to extend the term of the Agreement for an additional two years making the new term of the Agreement the period July 1, 2009 to June 30, 2014.

## 2. Compensation

Cost Increases during years four and five of the base contract shall consist of a cost of living adjustment.

For years four and five of the contract (July 1, 2012 – June 30, 2013 and July 1, 2013 - June 30, 2014), a Cost of Living (COLA) adjustment (not less than 1% nor more than 4% annually) will be applied each year of the contract after the initial term according to the following:

The annual Cost of Living Adjustment (COLA) shall be calculated no later than June annually for the start of the coming school year. The COLA shall be calculated using the Consumer Price Index for the Northeast Urban- Size Class B/C area as defined by the U.S. Department of Labor Bureau of Labor Statistics at

[http://data.bls.gov/PDOQ/servlet/SurveyOutputServlet?series\\_id=CUURX100SA0&data\\_tool=XGtable](http://data.bls.gov/PDOQ/servlet/SurveyOutputServlet?series_id=CUURX100SA0&data_tool=XGtable)

The COLA increase shall be determined by comparing the Annual CPI increase between the last two calendar years- in the January through December (12 month) period. The resulting percentage increase shall be applied to the current year's contract as the COLA Adjustment. An example of this calculation follows:

CPI Annual 2008 = 136.042  
CPI Annual 2007 = 130.139  
Difference = 5.903  
Per Cent Change =  $5.903 / 130.139 = 4.536\%$

**Under no circumstances shall the COLA adjustment for contract years four and five be less than 1% or exceed 4%.**

## 3. Age and Type of Vehicles

The State agrees to waive for the first year of the Agreement, July 1, 2009 through June 30, 2010, the maximum average age requirement for the vehicles, presently six (6) years (as described in Section 5.4 of the RFP). No vehicle shall be used in the execution of the first year of the contract that will be more than ten (10) years old or have in excess of 200,000 miles. First Student must submit a list of all vehicles that exceed the six (6) year average for RIDE's approval no later than August 15, 2009. RIDE, or its designee, must be allowed to inspect each such vehicle and, notwithstanding the waiver of the requirement of the maximum average age as described above, may withhold approval or "veto" such vehicle's use. During the remaining years of this contract, the bus age requirements shall be as described in Section 5.4 of the RFP.

All buses used in the performance of this contract, exclusive of coach buses for athletic and field trips, will be type A, B, C or D and have a minimum seating capacity as defined

by the manufacturer. Any exception to this requirement may be made only with the express written approval of RIDE or its designee.

#### **4. Air Conditioned Vehicles**

First Student agrees that an air conditioned bus must be utilized for transporting any special education student whose IEP and/or medical condition requires an air conditioned bus and for transporting all special education students during the summer months of July and August. In addition, First Student agrees that any new special education buses that are ordered for service under this Agreement shall be air conditioned.

#### **5. Additional Insured Status**

First Student agrees to add the state of Rhode Island and the Rhode Island Department of Elementary and Secondary Education (RIDE) and its System Manager, TransPar, as additional insureds under the liability insurance policies required under the terms of this Agreement and to provide RIDE with certificates of insurance verifying that the state, RIDE and its System Manager are additional insureds under said policies.

#### **6. Approval of Staff Changes**

Whenever First Student proposes to change the person assigned as the Regional Operations Manager under this Agreement, First Student shall provide written notice to RIDE as soon as practicable. First Student shall provide the proposed new Regional Operations Manager's name and resume to RIDE and shall make the candidate available for an on-site interview with the RIDE System Manager's office and such other persons as RIDE shall deem appropriate. RIDE reserves the right to reject any candidate whom RIDE considers at its sole discretion to be unsuitable for the position and to require that an alternative candidate be proposed by First Student.

#### **7. Fueling and Fuel Adjustments**

Sections 10.0 "Fueling" and 10.1 "Fuel Audits" of the RFP which were incorporated by reference into the Agreement are hereby replaced by the following language:

First Student shall furnish all fuel to be used in its performance of this Agreement. First Student's compensation for student transportation services provided under the Agreement shall be adjusted quarterly to reflect changes in the cost of fuel. For purposes of adjustment, the baseline fuel cost shall be \$2.725 per gallon for diesel fuel and \$2.191 per gallon for unleaded gasoline, exclusive of all applicable state and federal excise and sales taxes.

Miles traveled will be calculated using VersaTrans routing software to generate a report of the total daily garage-to-garage mileage for each route. This "standard" route 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 in VersaTrans on a day when one of the schools is not in session. First Student will be responsible for tracking the number of shuttle runs performed (e.g. Voc HS trips back and forth to work site) and reporting this weekly to the Systems Manager.

Fuel consumption will be determined by using the VersaTrans report generated by the System's Manager 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. The miles per gallon factor for each type of vehicle is as follows:

Type A Buses:	9.5 MPG
Type B Buses:	9.5 MPG
Type C Buses:	8.0 MPG
Type D Buses:	7.5 MPG
School Vehicles:	15 MPG

At the end of each quarter, the Systems Manager will prepare a weekly miles and fuel consumption report summarizing:

- \*miles traveled by type of vehicle
- \*gallons consumed, calculated by using a miles per gallon factor for each type of vehicle
- \*average fuel price for the quarter, calculated from the *Wall Street Journal* price for low sulfur diesel NY Harbor for every Wednesday of the quarter
- \*invoice adjustment for the quarter based on the difference between the average fuel price for the quarter (as described above) and the baseline price. This invoice adjustment will appear on the next invoice from First Student submitted to the Systems Manager.

To illustrate:

A. Base price	\$2.725 per gallon
Average of 13 Wednesday prices	<u>\$1.780</u> per gallon – low sulfur diesel
Decrease in fuel price	\$0.945

Gallons used during quarter	70,000 gallons
Adjustment to contractor's invoice	\$66,150 credit to state

B. Base price	\$2.725 per gallon
Average of 13 Wednesday prices	<u>\$3.780</u> per gallon – low sulfur diesel
Increase in fuel price	\$1.055

Gallons used during quarter	70,000 gallons
Adjustment to contractor's invoice	\$73,850 charge to state

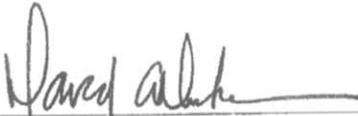
**8. Agreement to Remain in Effect.**

In all other respects, the Agreement dated March 5, 2009 shall remain in full force and effect. This Amendment shall be attached to, and become a part of, the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be signed by their duly authorized representatives the day and year first written above.

First Student, Inc.

State of Rhode Island and Providence  
Plantations Department of Elementary  
and Secondary Education

By:   
David A. Duke

By:   
David V. Abbott

Title: \_\_\_\_\_  
Senior Vice President

Title: \_\_\_\_\_  
Deputy Commissioner/General Counsel

Date: 9/22/09

Date: \_\_\_\_\_

**AMENDMENT NO. 2  
TO  
STATEWIDE STUDENT TRANSPORTATION SERVICE AGREEMENT  
BETWEEN  
THE R.I. DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
AND  
FIRST STUDENT, INC.**

This Amendment is made and entered into this 25th day of August 2011 by and between the State of Rhode Island and Providence Plantations (hereinafter the "State") acting by and through the Department of Elementary and Secondary Education (hereinafter "RIDE") and First Student, Inc (hereinafter "First Student").

The State and First Student are jointly referred to hereinafter as the "Parties"

**WHEREAS**, the Parties have entered into a Statewide Student Transportation Service Agreement (the Agreement) dated March 5, 2009, and subsequently amended on September 22, 2009 by mutual written agreement of the Parties; and

**WHEREAS**, Section 5 of the Agreement Compensation- Rates for Year One was silent as to the cost per bus utilized only for one half day; and

**WHEREAS** the Parties have agreed on the cost of a bus utilized only for one half day, either a.m. or p.m. and wish to amend the Agreement to specifically set forth such cost; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**1. Cost per bus for Half-Day Utilization**

**Section 5 "Compensation" Part A: "Home-to-School Transportation" shall be amended to add the following language:**

The Parties agree that the cost per day for a bus utilized for only one-half day, based upon a minimum of two (2) hours of live driver time, either a.m. or p.m. shall be \$ 195.00 per day and that this cost shall be adjusted annually according to the rate increases outlined in this Section - and in the Amendment to the Agreement dated September 22, 2009.

First Student agrees to proactively combine any a.m. and p.m. half day routes operating from the same terminal location so as to utilize such buses for a minimum of four (4) hours qualifying them for the per day base rate. This provision shall apply only to those half day routes which cannot be combined.

This Amendment shall be effective retroactive to March 5, 2009 to cover the cost of all buses utilized for a half day.

**WHEREAS**, Section 5 of the Agreement Compensation- Rates for Year One did not include a rate for a Type I Vehicle with a capacity of greater than 2 wheel chairs; and

**WHEREAS** the Parties have agreed on the cost of a Type I Vehicle with a capacity greater than 2 wheel chairs and wish to amend the Agreement to specifically set forth such cost;

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**2. Cost per bus for Type I Vehicle with a capacity greater than 2 wheel chairs, Section 5 “Compensation” Part A: “Home-to-School Transportation” shall be amended to add the following language:**

The Parties agree that the cost per day for a Type I Vehicle with a capacity greater than 2 wheel chairs, based upon a minimum of four (4) hours of live driver time shall be \$ 366.91 per day and that this cost shall be adjusted annually according to the rate increases outlined in this Section - and this Amendment to the Agreement.

In addition, the Parties agree that the cost per day for a bus utilized for only one-half day, based upon a minimum of two (2) hours of live driver time, either a.m. or p.m. shall be \$ 210.00 per day. This rate is subject to renegotiation for FY12.

First Student agrees to proactively combine any a.m. and p.m. half day routes operating from the same terminal location so as to utilize such buses for a minimum of four (4) hours qualifying them for the per day base rate. This provision shall apply only to those half day routes which cannot be combined.

**WHEREAS** the Parties wish to revise the Service Rates of the Agreement: Compensation- Rates for Year One and thereafter; and

**WHEREAS** the Parties have agreed on the revised Service Rates and wish to amend the Agreement to specifically set forth such cost; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**3. Annual Rate Increase 2010-2011(Reference Contract Proposal/Contract, Proposed Service Rates, Form 2, 2-1)**

The Parties agree that the contractual rate increase of 4% for FY’2010-11 shall be eliminated.

The Parties agree that the rates for FY’2012-13 and FY’2013-14 shall remain based upon the CPI language contained in the contract and amendment dated March 5, 2009.

The Parties agree that any "excess hourly rate charges" shall be applied only when routes are restructured in an extreme way and such "excess charges" shall require the prior written approval of RIDE.

The Parties agree that the contract rates for FY'2010-11 shall be determined by reducing the rate for FY'2009-10 by one half of one per cent (-0.5%), as identified in Addendum # 3, hereby attached and made part of this amendment.

This Amendment shall be effective retroactive to July 1, 2010.

**WHEREAS** the Parties wish to revise the method of payment of the Agreement: Payment Terms- for Year Two and thereafter; and

**WHEREAS** the Parties have agreed on the revised Payment Terms and wish to amend the Agreement to specifically set forth such payment method; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**4. Payment (Reference Contract Specifications/Contract, Payment Terms, Section 2.2, Page 31)**

The Parties agree that at the beginning of each ten (10) month period- September through June, RIDE will provide an advance payment to First Student in the amount of five hundred thousand dollars (\$ 500,000.00). This advance payment will be subsequently subtracted from the mutually agreed upon actual monthly invoice for each month and the balance, if any, shall be paid to First Student in accordance with the existing contractual terms.

First Student shall invoice RIDE for the \$ 500,000.00 at the beginning of each month of the above referenced ten (10) month period. RIDE agrees to process this invoice in a timely manner.

This Amendment shall be effective September 1, 2010.

**WHEREAS** the Parties wish to revise the Age Requirement of Vehicles of the Agreement: Age Requirement of Vehicles- for Year Two and thereafter; and

**WHEREAS** the Parties have agreed on the revised age requirement of vehicles to be used in the performance of this contract and wish to amend the Agreement to specifically set forth such age requirement; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**5. Age Requirement of Vehicles (Reference Contract Specifications/Contract: Section 5.4, Page 15)**

The Parties agree that the age requirement of vehicles to be utilized under this agreement shall be modified as follows:

- a. Vehicle Type: School Bus Types B,C,D will have a maximum age of twelve (12) years and the fleet of those type vehicles, as a whole, shall maintain an average age of seven (7) years. The maximum allowable mileage shall remain unchanged.
- b. Vehicle Type: School Bus A will have a maximum age of eight (8) years and the fleet of those type vehicles, as a whole, shall maintain an average age of five (5) years. The maximum allowable mileage shall remain unchanged.

This Amendment shall be effective retroactive to July 1, 2010.

**WHEREAS** the Parties wish to revise the number of routes covered under this agreement for Year Two and thereafter; and

**WHEREAS** the Parties have agreed on the revised number of routes in the performance of this contract and wish to amend the Agreement to specifically set forth such route modifications; and

**NOW, THEREFORE**, in consideration of the foregoing premises, the mutual covenants herein contained and each act performed hereunder by the Parties, the Parties hereby agree to amend their Agreement as follows:

**6. School District Routes and Schedules (Reference Section 6.3 Contract Specifications/Contract, Page 18)**

The Parties agree that six (6) current routes will be exempted from the statewide program and returned to the following school districts:

- a. Three (3) routes shall be returned to Smithfield Public Schools.
- b. Two (2) routes shall be returned to Jamestown Public Schools.
- c. One (1) route for Rocky Hill returned previously to East Greenwich shall remain with East Greenwich.

Nothing in this agreement shall preclude those routes being returned to the statewide program at a future date.

This Amendment shall be effective retroactive to July 1, 2010.

**AGREEMENT TO REMAIN IN EFFECT.**

In all other respects, the Agreement dated March 5, 2009 as amended September 22, 2009 shall remain in full force and effect. This Amendment No. 2 shall be attached to, and become a part of, the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to be signed by their duly authorized representatives the day and year first written above.

**First Student, Inc.**

**State of Rhode Island and Providence  
Plantations Department of Elementary  
and Secondary Education**

By:   
David L. Armitt

By:   
Deborah A. Gist

Title: Senior Vice President

Title: \_\_\_\_\_  
Commissioner

Date: 8/25/2010

Date: 8/27/2010

**STATEWIDE STUDENT TRANSPORTATION SERVICE AGREEMENT  
BETWEEN  
THE R.I. DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
AND  
FIRST STUDENT, INC.**

**ADDENDUM # 3**

**REFERENCE: Addendum # 3 replaces Form 2, Parts A and B and Form 6 of the contract.**

	<b>BASE RATES</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>
<b>VEHICLES</b>						
Paired Runs (am & pm) - 4 hr minimum						
Type I, up to 72 px	\$ 289.00	\$ 287.56	\$ 299.06	*	*	
Type I, > 72 px	\$ 309.00	\$ 307.46	\$ 319.75	*	*	
Type I, > 2 w/ch	n/a	\$ 366.91	\$ 381.59	*	*	
Type II, 2 w/ch	\$ 294.00	\$ 292.53	\$ 304.23	*	*	
Unpaired Runs (am or pm)-2 hr minimum						
All Vehicles	\$ 195.00	\$ 194.03	\$ 201.79	*	*	
Type I, >2 w/ch	n/a	\$ 210.00	**	*	*	
Mid-day or Early Release (flat rate)						
All Vehicles	\$ 110.00	\$ 109.45	\$ 113.83	*	*	
#Excess Hour						
All Vehicles						
> 4, up to 8	\$ 55.00	\$ 54.73	\$ 56.91	*	*	
> 8	\$ 70.00	\$ 69.65	\$ 72.44	*	*	
Dry Runs						
All Vehicles	\$ 40.00	\$ 39.80	\$ 41.39	*	*	
<b>AIDES/MONITORS</b>						
Paired Runs (am & pm)- 4hr minimum	\$ 72.00	\$ 71.64	\$ 74.51	*	*	
Unpaired Runs (am or pm) - 2 hr minimum	\$ 36.00	\$ 35.82	\$ 37.25	*	*	
Mid-day or Early Release (flat rate)	\$ 36.00	\$ 35.82	\$ 37.25	*	*	
#Excess Hour						
> 4, up to 8	\$ 18.00	\$ 17.91	\$ 18.63	*	*	
> 8	\$ 27.00	\$ 26.87	\$ 27.94	*	*	
<b>EXTRA CURRICULAR &amp; ATHLETIC TRIPS</b>						
2 hour minimum						
Type I, up to 72 px	\$ 190.00	\$ 189.05	\$ 196.61	*	*	
Type I, > 72 px	\$ 210.00	\$ 208.95	\$ 217.31	*	*	
Type I, > 2 w/ch	n/a	\$ 248.75	\$ 258.70	*	*	
Type II, 2 w/ch	\$ 250.00	\$ 248.75	\$ 258.70	*	*	
Additional Hours						
All Vehicles						
> 4, up to 8	\$ 40.00	\$ 39.80	\$ 41.39	*	*	
> 8	\$ 60.00	\$ 59.70	\$ 62.09	*	*	
<b>EMERGENCY EVACUATION PLAN</b>						
Rate per Hour- 2 hr minimum						
All Vehicles	\$ 55.00	\$ 54.73	\$ 56.91	*	*	

\*Per Contract as amended

\*\*FY12 to be negotiated

#Excess hours must be pre-approved in writing by RIDE

**First Student/District Rates**

**FY14**

	FY13 Rate Charged by First Student	FY14 Rate Charged by First Student	Add 7%	FY14 Rate Charged to Districts
Regular (Paired) Route	309.52	315.47	1.07	337.55
Half Day of Regular (Paired) Route	154.76	157.74	1.07	168.78
Wheelchair (Paired) Route	314.88	320.92	1.07	343.38
Wheelchair (Paired) Half Day	157.44	160.46	1.07	171.69
High Capacity (Paired) Route	394.94	402.52	1.07	430.70
High Capacity (Paired) Half Day	197.47	201.26	1.07	215.35
Unpaired Route	208.85	212.86	1.07	227.76
Wheelchair Unpaired	208.85	212.86	1.07	227.76
High Capacity Unpaired	264.61	269.69	1.07	288.57
Midday Route	117.81	120.07	1.07	128.47
Monitors (AM, PM, Midday, or 1x1)	38.56	39.30	1.07	42.05
Excess Hours - Bus per hour	58.91	60.04	1.07	64.24
Excess Hours - Monitor per hour	19.28	19.65	1.07	21.03



**FIRST STUDENT, INC.**

Metro West - Ride 12614  
2550 Plainfield Pike  
Cranston, RI 02921

Phone:  
Fax:

<b>INVOICE #</b>	10856298
Invoice Date	09/04/2013
Terms	Net 30 Days
Customer Number	478456
Purchase Order #	

**Customer Information**

Name Rhode Island Dept of Education  
Address 255 Westminster Street  
Providence, RI 02903

Service Description	Location	Account	Amount
Pre-Payment portion for October Services	12614	41120	\$500,000.00

**Comments**

For the month of October 2013, which is due 10/1/2013.

Invoice Sub-Total	500,000.00
TAX EXEMPT	
Sales Tax	0.00
Total	500,000.00
Deposits	0.00
Balance Due	500,000.00

Please detach bottom portion to be returned with remittance

Location Number	12614
Customer Number	478456
Invoice Number	10856298
Invoice Total	500,000.00

**Remit to:**

FIRST STUDENT, INC.  
22157 Network Place  
Chicago, IL 60673-1221

00000126140000478456001085629800500000006



**FIRST STUDENT, INC.**

Metro West - Ride 12614  
 2550 Plainfield Pike  
 Cranston, RI 02921

Phone:  
 Fax:

<b>INVOICE #</b>	10883701
Invoice Date	11/14/2013
Terms	Net 30 Days
Customer Number	478456
Purchase Order #	

**Customer Information**

Name Rhode Island Dept of Education  
 Address 255 Westminster Street  
 Providence, RI 02903

Service Description	Location	Account	Amount
Warren HTS	20541	41120	\$170,757.39
Warren Monitors	20541	41438	\$43,583.70
South County HTS	20634	41120	\$181,108.15
South County Monitors	20634	41438	\$36,470.40
Coventry HTS	20635	41120	\$83,231.98
Coventry Monitors	20635	41438	\$18,706.80
Jamestown HTS	11722	41120	\$21,541.27
Jamestown Monitors	11722	41438	\$5,384.10
Lincoln HTS	20593	41120	\$259,915.41
Lincoln Monitors	20593	41438	\$55,530.90
MetroWest October Pre-Bill	12614	41120	(\$500,000.00)
MetroWest HTS	12614	41120	\$322,383.87
MetroWest Monitors	12614	41438	\$57,888.90

**Comments**

For the month of October 2013.

Invoice Sub-Total	756,502.87
TAX EXEMPT	
Sales Tax	0.00
Total	756,502.87
Deposits	0.00
Balance Due	756,502.87

Please detach bottom portion to be returned with remittance

Location Number	12614
Customer Number	478456
Invoice Number	10883701
Invoice Total	756,502.87

**Remit to:**

FIRST STUDENT, INC.  
 22157 Network Place  
 Chicago, IL 60673-1221

00000126140000478456001088370100756502872



**FIRST STUDENT, INC.**

Metro West - Ride 12614  
 2550 Plainfield Pike  
 Cranston, RI 02921

Phone:  
 Fax:

<b>INVOICE #</b>	10883707
Invoice Date	11/14/2013
Terms	Net 30 Days
Customer Number	478456
Purchase Order #	

**Customer Information**

Name Rhode Island Dept of Education  
 Address 255 Westminster Street  
 Providence, RI 02903

Service Description	Location	Account	Amount
Newport HTS	20595	41120	\$20,940.92
Newport Monitors	20595	41438	\$5,187.60
North Smithfield HTS	20639	41120	\$111,113.59
North Smithfield Monitors	20639	41438	\$23,855.10
Pawtucket HTS	26043	41120	\$50,023.06
Pawtucket Monitors	26043	41438	\$14,265.90
Portsmouth HTS	26045	41120	\$6,940.34
Portsmouth Monitors	26045	41438	\$1,729.20
Providence HTS	11720	41120	\$137,041.34
Providence Monitors	11720	41438	\$41,382.90
Tiverton HTS	26046	41120	\$33,439.85
Tiverton Monitors	26046	41438	\$8,174.40

**Comments**

For the month of October 2013, continuing from invoice #10883701.

Invoice Sub-Total	454,094.20
TAX EXEMPT	
Sales Tax	0.00
Total	454,094.20
Deposits	0.00
Balance Due	454,094.20

Please detach bottom portion to be returned with remittance

Location Number	12614
Customer Number	478456
Invoice Number	10883707
Invoice Total	454,094.20

**Remit to:**

FIRST STUDENT, INC.  
 22157 Network Place  
 Chicago, IL 60673-1221

00000126140000478456001088370700454094202



**FIRST STUDENT, INC.**

Metro West - Ride 12614  
 2550 Plainfield Pike  
 Cranston, RI 02921

Phone:  
 Fax:

<b>INVOICE #</b>	10883708
Invoice Date	11/14/2013
Terms	Net 30 Days
Customer Number	478456
Purchase Order #	

**Customer Information**

Name Rhode Island Dept of Education  
 Address 255 Westminster Street  
 Providence, RI 02903

Service Description	Location	Account	Amount
Warwick HTS	11724	41120	\$70,766.31
Warwick Monitors	11724	41438	\$17,016.90
West Warwick HTS	20594	41120	\$50,857.69
West Warwick Monitors	20594	41438	\$9,156.90

**Comments**

For the month of October 2013, coninuing from invoices #10883701 and #10883707.

Invoice Sub-Total	147,797.80
TAX EXEMPT	
Sales Tax	0.00
Total	147,797.80
Deposits	0.00
Balance Due	147,797.80

Please detach bottom portion to be returned with remittance

Location Number	12614
Customer Number	478456
Invoice Number	10883708
Invoice Total	147,797.80

**Remit to:**

FIRST STUDENT, INC.  
 22157 Network Place  
 Chicago, IL 60673-1221

00000126140000478456001088370800147797804

**First Student**

**RIDE Reconciliation Summary  
For the Month of Oct 2013**

Location	PER RIDE			Pre-bill	Invoice Total
	HTS	Monitors	RIDE Total		
20541 Bristol Warren	170,757.39	43,583.70	214,341.09		214,341.09
20634 South County	181,108.15	36,470.40	217,578.55		217,578.55
20635 Coventry	83,231.98	18,706.80	101,938.78		101,938.78
11722 Jamestown	21,541.27	5,384.10	26,925.37		26,925.37
20593 Lincoln	259,915.41	55,530.90	315,446.31		315,446.31
12614 MetroWest	322,383.87	57,888.90	380,272.77	(500,000.00)	(119,727.23)
20595 Newport	20,940.92	5,187.60	26,128.52		26,128.52
20639 N Smithfield	111,113.59	23,855.10	134,968.69		134,968.69
26043 Pawtucket	50,023.06	14,265.90	64,288.96		64,288.96
26045 Portsmouth	6,940.34	1,729.20	8,669.54		8,669.54
11720 Providence	137,041.34	41,382.90	178,424.24		178,424.24
26046 Tiverton	33,439.85	8,174.40	41,614.25		41,614.25
11724 Warwick	70,766.31	17,016.90	87,783.21		87,783.21
20594 W Warwick	50,857.69	9,156.90	60,014.59		60,014.59
<b>Totals</b>	<b>1,520,061.17</b>	<b>338,333.70</b>	<b>1,858,394.87</b>	<b>(500,000.00)</b>	<b>1,358,394.87</b>
	41120	41438		41120	

## Authorization for Release of Reference Information

DATE: \_\_\_\_\_

NAME OF  
PROPOSING BIDDER: \_\_\_\_\_

I hereby authorize \_\_\_\_\_ (Reference) to release any and all information regarding our transportation performance.

Furthermore, I agree to hold \_\_\_\_\_, (Reference) both personally and severally, harmless from any liability associated with the provision of this reference information.

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

NAME OF AUTHORIZING OFFICIAL: \_\_\_\_\_  
(Print/Type)

SIGNATURE OF AUTHORIZING OFFICIAL:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

## Tax Compliance Certification

Pursuant to the applicable *General Laws of the State of Rhode Island*, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersigns knowledge and belief, the Contractor is in compliance with all laws of the State relating to taxes, reporting of employees and contractors, and withholding and remitting child support. \*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporation (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal ID Number

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

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

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

\*\*\* Your social security number will be furnished to the Rhode Island Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non filing or delinquency will not have a contract or other agreement issued, renewed, or extended, as applicable under the general laws and statutes of the State of Rhode Island.

## Non-Collusion Statement (Notarized)

I (We) hereby swear that this bid is made without the knowledge of or collusion with any other person, firm, corporation, or agent submitting a proposal for furnishing said service, and that only the following persons are interested with the undersigned in making this bid, viz:

Name of Corporate Officer or Individual:

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Signed: \_\_\_\_\_

\_\_\_\_\_

Post Office Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

### State of Rhode Island

\_\_\_\_\_, SS. \_\_\_\_\_

Then personally appeared before me on \_\_\_\_/\_\_\_\_/\_\_\_\_ (date) and made oath that he/she has read the foregoing proposal, and knows the contents thereof; and that the facts stated therein are true of his/her own knowledge, except such as are stated to be alleged on information and belief and as to those that he/she believes them to be true.

\_\_\_\_\_, NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

## Statement of Understanding

The undersigned assures that this proposal has been made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself in full in regard to the "INSTRUCTIONS AND NOTIFICATIONS TO BIDDERS", and other information attached to this Request for Proposals. Also he/ she has made his own examinations and estimates and from them submits this proposal. Also that he/ she is in full knowledge that all of the aforementioned information and other materials attached to this RFP shall become part of the contract.

The undersigned understands that RIDE reserves the right to waive any informalities, or reject any and all proposals or any part thereof, and/or accept any proposal or part thereof which are in the best interest of the State of Rhode Island.

With the above understanding, the undersigned proposes to furnish TRANSPORTATION OF STUDENTS to the State of Rhode Island and to comply in all respects with said specifications for the sum or sums stated.

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.001	General Transportation Definitions		
Page	Adopted	Last Revision	Next Planned Review
1 of 4	July 1, 2013	July 1, 2013	January 1, 2014

**Statement**

The possibility exists for mistakes to occur as a result of definitional misinterpretation. For purposes of clarity and consistency, the following definitions of common terms shall apply to all services provided and administered by the Rhode Island Department of Education Office of Statewide Transportation.

**Procedures**

Term	Definition
Accident	The event that occurs when a bus, any part of a bus or any student on board a bus collides with another vehicle, pedestrian, animal, road debris, or other geographical or architectural obstacle. Accidents can result in injury, property damage, and death.
Boundaries	School attendance boundary or area.
Bus Route	A route is the designated path that a bus will travel to pick up students and deliver them to their designated attendance center/s. Routes are comprised of a start time, a series of stops with stop times, and arrival times to the destinations and will generally list the path of travel as well as those being transported.
Charter & Field Trips	Bus trips to transport students from Districts' schools to other schools for competition or transporting spectators to any event where Districts' students are participating.
Contract Year	12 month period during which the agreement is in-force
Contractor	Any and all bus companies under contract with RIDE.
Depot Stop	A group-stop where multiple students gather to be picked up by a bus at the same time. Also a group-stop where multiple students are dropped off by the bus at the same time.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.001	General Transportation Definitions		
Page	Adopted	Last Revision	Next Planned Review
2 of 4	July 1, 2013	July 1, 2013	January 1, 2014

Dispatch	Contractor staff assigned with the responsibility for coordinating daily operational activities of route buses.
Districts	Districts participating in Statewide System.
Early Childhood or Pre School Route	Transport students to and from their homes to preschool and early childhood programs at attendance centers designated by the Districts. Applies only to Special Education students for the purposes of the Statewide program.
Excess/Overage Hours	Amount of time that exceeds the hours of service as listed in the contract. Excess/Overage hours are applicable when the sum of all AM and PM route time exceeds the total per day service hours indicated in the contract. This rate is billed in ¼ hour increments.
Extended School Year or Summer School	That period of time when classes are called into session after the regular closing of school and before the opening of the following school year.
General Manager	The contractor employee in charge of the System Manager's office.
Home to School Routes (HTS)	A Route or series of Routes transporting students from designated stops, to and from school, on a daily basis. Students may be regular or special education in all grades served by the Districts, Private Schools, Charter Schools, Career & Technology Centers; Does not include early or late activity routes, midday routes, or other specialty trips.
Hours of Service	The summation of the amount of time consumed between the time the bus makes its first stop in the AM until it reaches its last destination school, and the amount of time consumed between the time the bus leaves its first school in the PM until it reaches its last student drop-off stop.
Location Manager	The contractor employee in charge at each bus dispatch location.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.001	General Transportation Definitions		
Page	Adopted	Last Revision	Next Planned Review
3 of 4	July 1, 2013	July 1, 2013	January 1, 2014

Monitors/Aides/Bus Assistants	Individuals who ride on the bus with the driver to assist students/driver as required. A Bus Monitor may be a contractor employee or a District employee, and may be assigned to any Special Education bus route, or non-public bus routes serving students in grades K-5.
Parochial/Private Schools	Private (Non-Public, Non-District) schools participating in Statewide Transportation Program.
Responsible School Administrator	The individual(s) designated by each school receiving service by the statewide program as responsible for overall transportation matters.
RIDE	Rhode Island Department of Education
RIDE Director of Statewide Efficiencies	The person holding the designated title within the Rhode Island Department of Education and assigned with overall responsibility for the Office of Statewide Transportation.
RIDE Transportation Coordinator	The person holding the designated title within the Rhode Island Department of Education and assigned with oversight responsibility for the System Manager’s office.
Ride Time	The time from when the bus departs after picking up a student until the bus arrives at its destination. Ride Time is particular to each student on the bus and should not be confused with route times within the Hours of Service.
Statewide Student Transportation Program	The program of statewide student transportation administered by the RIDE Office of Statewide Transportation.
Special Education Administrator	The individual(s) designated by each District receiving service by the statewide program as responsible for special education student matters.
System Manager	The contractor responsible for operating the Rhode Island Statewide Student Transportation Program Manager’s office. This office is responsible for the management, oversight, and coordination of the program.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.001	General Transportation Definitions		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
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School Bus Stop	The location which students are assigned to board and exit the school bus.
School Calendar	Official calendar adopted by the Districts' Boards listing all attendance days, holidays, early dismissals, etc. Also the official calendar as approved by non-public school boards listing all attendance days, holidays, early dismissals, etc. Based upon weather or other conditions, calendar may deviate at any time from what is published.
Shuttles	A bus route that is planned to carry a group of students from one designated pickup point to one designated delivery point; generally used to meet specific specialized or unique transportation requirements.
Students With Disabilities/Special Education Routes	Routes transporting special education students
State	State of Rhode Island
Transfers	A student transportation assignment that includes a requirement to transfer from one bus route to another as part of a single trip to or from home and destination school

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.002	Communications Protocol		
Page	Adopted	Last Revision	Next Planned Review
1 of 1	July 1, 2013	July 1, 2013	June 1, 2014

**Statement**

The System Manager is responsible for the implementation of State directives as they apply to the Statewide Student Transportation Program. In this role the System Manager must have ongoing communications with various organizations and individuals that oversee, utilize, provide, interface with, or are impacted by the program. These communications shall be executed in accordance with the instructions contained within these procedures.

**Procedures**

1. RIDE, the System Manager, and the Contractors shall comply with the specific communications requirements described throughout the individual Office of Statewide Transportation Standard Operating Procedures (series RIDEOST.xxx).
2. RIDE shall impose standard mechanisms, formats and content for communications wherever deemed necessary by RIDE. The System Manager and Contractors shall comply with any and all such requirements.
3. The Contractors shall apprise the System Manager, and the System Manager shall apprise RIDE before undertaking any communication of a sensitive or critical nature with any organization or individual. RIDE must pre-approve any such communication. Sensitive or critical communications that fall within these requirements include but are not limited to:
  - a. Interpretations of law or regulation
  - b. Media contact
  - c. Response to threats to contact Office of the Commissioner or other Agency
  - d. Contact from any legal authority or law enforcement agency

Exceptions to this requirement are permissible only in instances where time is of the essence to assure the safety of student passengers or the timeliness of that day's transportation operations.

4. A higher standard of care will be exhibited by the System Manager and Contractors in their communications for any instance where, in the professional judgment of the System Manager or Contractor, the seriousness of the situation demands a higher level of attention. Certain specific instances meeting this definition are noted throughout the individual Office of Statewide Transportation Standard Operating Procedure statements.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.004	Vehicle Incident & Accident Management		
Page	Adopted	Last Revision	Next Planned Review
1 of 4	July 1, 2013	July 1, 2013	June 1, 2014

Statement
<p>Safety is, and always will be the top priority for the Rhode Island Department of Education Office of Statewide Transportation. Should an accident occur, prompt notification to all effected parties and an appropriate incident-specific response shall be the immediate priority of the bus Contractor and the System Manager.</p>
Procedures
<p><b>Definition of a Serious Accident:</b></p> <ul style="list-style-type: none"> <li>Any accident with injures requiring medical assistance (any person transported from the scene to a medical facility).</li> <li>Any accident with significant damage to either vehicle (any vehicle that must be towed).</li> <li>Any time the news media is known to be on the scene.</li> </ul> <p><b>Accident Reporting Requirements:</b></p> <ul style="list-style-type: none"> <li>Accident investigation and reporting is the responsibility of the Contractor operating the vehicle.</li> <li>A written report must be submitted to the System Manager at the first reasonable opportunity after the occurrence describing any accident or injury on any bus route or trip, including route segments to and from the terminal, whether or not students are on the bus.</li> <li>A written follow-up report stating the corrective action taken shall be submitted within five (5) days after the occurrence.</li> <li>Police reports, where applicable, are to accompany each accident report.</li> </ul> <p><b>Contractor Accident Response Requirements:</b></p> <p><i>Note: RIDE policy requires the Contractor to notify the System Manager immediately after any vehicle incident, accident or injury involving a Contractor vehicle with or without students on board. The System Manager will notify the RIDE Director of Statewide Efficiencies and Transportation Coordinator as well as appropriate school and district administration.</i></p> <ul style="list-style-type: none"> <li>The driver will secure the vehicle, ensure the safety of any students, and then notify Dispatch.</li> </ul>

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.004	Vehicle Incident & Accident Management		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
2 of 4	July 1, 2013	July 1, 2013	June 1, 2014

- Depending on severity, the Contractor will decide whether or not to send a representative to the scene.
- The System Manager will not go to accident scenes.
- The Contractor will execute the following communications protocol:
  - Dispatch will request whatever emergency assistance is required at the scene. Typically, Dispatch will make a 911 call, if required, but this will not limit the driver from making this call if they have access to a telephone and in their judgment the situation would be most effectively resolved in this way.
  - Dispatch will notify the System Manager immediately after emergency assistance is requested.
  - In the event of a serious accident, the Contractor Location Manager will regularly update the System Manager as more information becomes available.
- The Contractor will provide the following information when contacting the System Manager:
  - Bus route involved
  - Location of the accident
  - Time of the accident
  - Any injuries known at the time
  - If known, name of hospital for injured students
  - How many students on board, if known
  - Indication of severity, if known
  - If the news media is at the scene of the accident
  - Inform the System Manager how the students will get to school/home:
    - In an accident with minimal damage to the vehicle, the students on the bus may stay on the bus and continue to school, or
    - Another bus may be dispatched to pick-up the students on the bus and to continue the route.
    - If possible, estimate the length of the delay in students being picked-up on the remainder of the route.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.004	Vehicle Incident & Accident Management		
Page	Adopted	Last Revision	Next Planned Review
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**System Manager Accident Response Requirements:**

Upon notification of an accident by the Contractor, the System Manager will execute the following protocol:

- In the event of an accident with injuries that require medical assistance, the General Manager or designee will immediately, via telephone and e-mail, notify:
  - The RIDE Director of Statewide Efficiencies; and
  - The RIDE Transportation Coordinator
  - In the event of all other accidents, the General Manager or designee will immediately, via telephone and e-mail, notify the Director of Statewide Efficiencies and the Transportation Coordinator.
  - In the event of a serious accident, the General Manager or designee will regularly update the contacts above as more information becomes available.

***Note: For incidents of a sensitive or critical nature, as defined in RIDEOST.002, RIDE shall provide direction and pre-approval of all following communications, unless the RIDE Transportation Coordinator or RIDE Director of Statewide Efficiencies cannot be immediately contacted.***

- Following the initial RIDE notification, the System Manager will then immediately contact the schools of attendance for all students represented on the bus with the information listed below. If the accident occurs before or after school hours and no staff are available at the school, the responsible school administrator will be contacted via mobile phone:
  - The bus number involved in the accident
  - School of attendance for all riders
  - Accident details, to the extent they are known. *Note: the System Manager will not speculate as to the details.*
  - If known, names of students and any injury specifics. *Note: If names are not available at the time of the call, this information will be provided as it becomes available.*
  - Length of bus delay, if there is an estimate provided by the bus contractor.
- The System Manager will contact the parents or guardians of students known to be on the bus. If there are many students on the bus, the System Manager may use the “Call Alert” automated messaging system. *Note: The call alert will not be used for any injured students. A phone call will instead be placed by a System Manager staff member.*

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.004	Vehicle Incident & Accident Management		
Page	Adopted	Last Revision	Next Planned Review
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- The System Manager will contact parents or guardians of students yet to be picked up on the effected route(s). If there are many students that have not been picked up, the System Manager may use the “Call Alert” automated messaging system. The following information will be conveyed:
  - Inform them of the accident
  - Give them estimated delay time, if available. Otherwise, say another bus is being dispatched and we cannot provide the exact time of arrival
  - For more information, contact the Contractor bus terminal
- When applicable, the System Manager will notify the designated school district contact when accidents with injuries occur.
- The System Manager will follow-up with telephone calls to parents of injured students on the same day as the accident to determine the severity of injuries and will report this information to the RIDE Director of Statewide Efficiencies and the RIDE Transportation Coordinator.

**Minor Accident Exceptions:**

In the event of a minor accident (no injuries, bus is drivable, no news media involvement), the System Manager will follow the same reporting and communication protocols for a serious accidents with the followings exceptions:

- Follow-up with parents after initial contact is not required.

**News Media Contact:**

- Any and all contact or requests for information from media outlets to the System Manager will be referred to the RIDE Director of Statewide Efficiencies.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.005	Student Incident Reporting Requirements		
Page	Adopted	Last Revision	Next Planned Review
1 of 3	July 1, 2013	July 1, 2013	June 1, 2014

### Statement

***The safety of passengers is the top priority for the RIDE Statewide Student Transportation Program.***

Student passengers are expected to observe general classroom conduct, behave in a safe manner and listen to directions given by the driver, monitor, and school official while being transported. When the required standards of behavior are violated, it is expected that the responsible adult will attempt to resolve the situation. Whenever incidents escalate, the bus driver and monitor (if assigned) will submit formal written documentation in accordance with these procedures.

### Procedures

Student passengers are expected to demonstrate the following behaviors while being transported and while boarding or disembarking the vehicle:

1. Cooperate with the driver and/or monitor at all times
2. Board the bus in single line and be seated promptly, or move to the rear of the bus if no seat is available
3. Keep head, arms and all other parts of their body inside the bus
4. Stay seated while the bus is in motion; this is a state law
5. Do not shout or make loud noises
6. Refrain from the use of profanity or other crude language
7. The use of portable media devices is permitted only with personal headphones
8. Keep aisles clear of all objects at all times
9. Do not throw objects of any kind
10. There is no eating food, drinking beverages or chewing gum on the bus
11. Do not litter or deface bus property; restitution will be sought for vandalism
12. No smoking is permitted on any school bus
13. Possessing alcohol, drugs, fireworks, or weapons on the bus is illegal
14. The emergency door is to be used for emergencies only
15. Students are to cross the street in front of the bus only, and upon signal from the driver that it is safe to do so
16. Students are to exit the bus only at authorized stops

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.005	Student Incident Reporting Requirements		
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***Incident reporting instructions for bus operations staff:***

- Timely reporting is critical – complete Incident Reports immediately upon return to the bus dispatch location.
- Obtain direction and advice from your location manager before submitting an Incident Report.
- All Incident Reports are to be submitted on Form 005 – Bus Incident Report, and in accordance with the following:
  - Students should be identified by first name and the first initial of last name only.
  - The driver and monitor, where present, should each submit a separate form for each incident.
  - State fact only; Subjective opinions, hearsay, assumptions and third party statements are not factual and may not be used. Report only what was witnessed or heard first hand.
  - Do not spell out profanity in full – use of abbreviations or blanks are sufficient.
  - Only recent behavior may be documented – not past history.
  - Write clearly and legibly.
  - All reports must be dated and include signature.
  - Reports will be submitted to the Location Manager for review and approval.
- The Location Manager will submit the Incident Report to the System Manager for review and approval; the System Manager will respond as soon as possible after receipt of a properly completed Incident Report.
- **For Special Education Students only:** The Location Manager is NOT to send report to the school. This process is handled by the System Manager.
- **For Non-Public students only:** Once approved by the System Manager, the Location Manager will submit the report to the responsible school administrator with a copy to the System Manager.
- When the incident is of a sensitive or critical nature, as defined in RIDEOST.002, the Location Manager will speak directly to the General Manager and the responsible school administrator before submitting the approved report.
- The responsible school administrator shall be asked to acknowledge the receipt of the report.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.005	Student Incident Reporting Requirements		
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***Incident reporting instructions for System Manager staff:***

- The System Manager will ensure the following before approving the Incident Report for submission to the responsible school administrator:
  - Confirm the date and time of incident;
  - Confirm student identity (First Name, Last name Initial);
  - Review content for detail, looking for fact driven description and proper use of wording;
  - Confirm signature, and bus/route identification.
  - For sensitive or critical incidents, as defined in RIDEOST.002, pre-approval from RIDE shall be required before granting approval to the Location Manager. As part of the pre-approval RIDE shall provide the System Manager with any special instructions required as to communicating the incident to the school.
- The System Manager shall notify the Location Manager of a completed review and provide instructions as to corrections required for resubmittal, or provide notification of approval.
- **For Special Education students only:**
  - The System Manager shall notify the responsible school administrator of the incident by faxing the Incident Report to the school. *Note: for sensitive or critical incidents, the General Manager will first call the school to alert them of the incoming fax and to seek further direction.*
  - Discipline is at the direction of the responsible school administrator and the special education administrator. *Note: Transportation is a legal requirement of the student's IEP and service cannot be denied regardless of the disciplinary action taken.*
- The System Manager shall retain a final copy of the submitted Incident Report in the record.

# STATEWIDE SYSTEM SCHOOL Bus Incident Report

STUDENT'S FIRST NAME:		SCHOOL:
STUDENT'S LAST NAME - INITIAL ONLY:		
DATE OF INCIDENT:	<input type="checkbox"/> 1ST NOTICE <input type="checkbox"/> 2ND NOTICE <input type="checkbox"/> 3RD NOTICE	
ROUTE NUMBER:	TRIP AM-PM:	DRIVER'S NAME:

### NOTICE TO PARENTS

1. The purpose of this report is to inform you of a disciplinary incident involving the student on the school bus.
2. You are urged to both appreciate the action taken by the driver and to cooperate with the corrective action initiated today.

#### DRIVER'S REPORT:

<input type="checkbox"/> VIOLATION OF SAFETY PROCEDURES	<input type="checkbox"/> EXCESSIVE MISCHIEF	<input type="checkbox"/> EATING - DRINKING - LITTERING
<input type="checkbox"/> DESTRUCTION OF PROPERTY	<input type="checkbox"/> WRITING	<input type="checkbox"/> RUDE - DISCOURTEOUS - ANNOYING
<input type="checkbox"/> FIGHTING - PUSHING - TRIPPING	<input type="checkbox"/> SMOKING	<input type="checkbox"/> UNACCEPTABLE LANGUAGE
<input type="checkbox"/> _____		
_____		
_____		

#### PRELIMINARY ACTION:

CHECKED STUDEN'T FOLDER

HELD CONFERENCE WITH STUDENT

CONSULTED COUNSELOR

TELEPHONED PARENT

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### PRESENT ACTION AND RECOMMENDATIONS:

<input type="checkbox"/> STUDENT REGRETFUL, COOPERATIVE	<input type="checkbox"/> PLACED ON PROBATION
<input type="checkbox"/> RECURRENCES WILL BE REPORTED	<input type="checkbox"/> SUSPENDED
<input type="checkbox"/> DENIED BUS PRIVILEGE UNTIL	<input type="checkbox"/> REFERRED TO:
<input type="checkbox"/> _____	
_____	
_____	

\_\_\_\_\_  
(DRIVER'S SIGNATURE)

\_\_\_\_\_  
(ADMINISTRATOR'S SIGNATURE)

\_\_\_\_\_  
(DATE)

PARENT'S COPY

OFFICE COPY

FIRST STUDENT COPY

RIDE / TRANSPAR COPY

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.007	Homeless Students		
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### Statement

Per the McKinney-Vento Act, local educational agencies (LEAs), otherwise known as school districts, must provide students experiencing homelessness with transportation to and from their school of origin at a parent or guardian request. The System Manager often receives requests from districts requesting “out of district” homeless transportation (a child that has been identified as homeless and living outside the district boundary). The System Manager shall address these requests (when possible) in an effort to provide safe, efficient and cost effective transportation for the homeless student.

### Procedures

NOTE: This procedure is under review by RIDE Special Education and Displaced Students directors. The process is currently in use without the form.

1. Receive email from district including page one of “Out of District Homeless Transportation Request and Agreement.”
2. If contact is not the homeless liaison ask them to have the homeless liaison contact our office.
3. Ensure that e-mailed request has been approved by the homeless liaison from both the district of origin and the district of temporary residence and includes signed “Out of District Homeless Transportation Request and Agreement.”
4. Save all e-mail correspondence in Homeless file.
5. Create student file in VersaTrans and route student.
6. Calculate the cost and arrange routing on page two of “Out of District Homeless Transportation Request and Agreement.” E-mail to homeless liaisons. Save in homeless file.
7. Wait for signed final agreement from liaisons.
8. Receive final agreement signed by both school district homeless liaisons.
9. Check that district of origin and district of temporary residence have indicated their share of approximate total bus and monitor cost on the signed agreement. Each district will be billed accordingly.
10. Record in homeless file.
11. Send routes to bus yard.
12. Record on daily change log.
13. Homeless liaison will call parent and fax bus details to the school.

Form: Out of District Homeless Transportation Request and Agreement

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.009	Master Route Reference Table Development & Maintenance		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
1 of 1	July 1, 2013	July 1, 2013	November 1, 2013

<b>Statement</b>
<p>The Statewide Transportation Program serves students from multiple local school districts and programs in multiple locations around the State. Service cancellation, delays, or early dismissals due to scheduled and weather-related events will not always impact every program, school, or local district. A Master Route Reference Table will be maintained by the System Manager’s Customer Service Coordinator to accurately and succinctly summarize the interdependencies that exist on every bus route serviced by the statewide program. The master table will serve as a reference tool on the program website.</p>
<b>Procedures</b>
<p><b>Timing of Master Table Development &amp; Updates:</b></p> <p>Not later than one-week prior to the school year and summer session openings of the first school serviced by the statewide program, a Master Route Reference Table will be program website for all regular morning and afternoon bus runs administered by the statewide program. These reference tables will be reviewed and updated for accuracy by the System Manager not less than bi-weekly during the regular and summer school sessions. The date of the most recent update will be posted on the table.</p> <p><b>Communications Protocol:</b></p> <p>At the start of the school year and summer session, all families are reminded of the inclement weather policy and are directed to the website. During the school year and summer session, periodic reminders are made to schools encouraging them to remind their parents to check the transportation website for route reference table updates. Notifications will made at the beginning of the winter season, on our around November 1. Another reminder will be made prior to the winter and February breaks.</p>

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.010	Alternate Bus Stop Request		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
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<b>Statement</b>
<p>An Alternate Bus Stop Request is defined as a request made to the System Manager by a responsible party requesting that an eligible student be permitted to ride to or from an alternate bus stop on a statewide school bus route. A responsible party is defined as the designated school representative at the student’s school of attendance, presenting the request on behalf of the student’s parent or legal guardian. Such requests shall be considered by the System Manager in accordance with these established criteria and procedures.</p>
<b>Procedures</b>
<ol style="list-style-type: none"> <li>1. The school, once receiving a request from a parent/guardian, must submit the following information via email to the System Manager’s office. The request must be submitted a minimum of two (2) business days prior to the requested date of alternate service. The information must be received for both the requesting student as well as a current student assigned to the alternate stop. <ul style="list-style-type: none"> <li>• The full names of the students</li> <li>• Students’ address</li> <li>• Students’ school of attendance</li> <li>• Students’ grade</li> <li>• Parents’ name and contact information</li> <li>• Assigned bus route and bus stop for both students</li> <li>• Description of the request</li> <li>• Reason for the request</li> <li>• Start and end dates for the requested alternate service</li> <li>• Contact person at the school submitting the request</li> </ul> </li> <li>2. Approval of the request will be predicated on the request meeting the following criteria: <ul style="list-style-type: none"> <li>• The request was made by the school in accordance with these procedures; and</li> <li>• The alternate bus stop requested is an existing stop on the same bus route to which the requesting student is assigned</li> </ul> <p style="margin-left: 40px;">OR</p> <ul style="list-style-type: none"> <li>• The alternate bus stop is on another bus route serving the same school and town, and does not create overcrowding on this bus route.</li> </ul> </li> </ol>

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RIDEOST.010	Alternate Bus Stop Request		
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3. The System Manager will review every request received and will provide a written approval for requests meeting the above criteria to the school within two (2) business days of receipt by the System Manager.
4. Requests that do not comply with the above criteria shall be considered on a case-by-case basis, with a recommendation from the System Manager made to and approved by RIDE. Examples of instances where a case-by-case review will be required include, but are not limited to:
  - The request is for a student not already eligible for service in the statewide system;
  - The requested alternate bus stop is on a different bus route serving a different town; or
  - The request would require establishing a new bus stop.
  - The request was submitted with less than two days' notice.
5. Once any additional required information is received, the analysis will be completed by the System Manager and submitted to RIDE with a recommendation. RIDE will make the final determination and the school will be notified of the result.
6. The costs of approved alternate stop bus service shall be reallocated for long term changes in assignment. Costs shall not be reallocated for single day or other short term requests, unless otherwise pre-approved by RIDE.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.011	Route Waiver Applications		
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### Statement

Rhode Island school districts that primarily outsource their out-of-district student transportation are required by statute to participate in the statewide student transportation system. The statewide student transportation system allows for a district to apply for an annual waiver to retain the operations of a specific route if it meets certain criteria. The school district must follow these procedures for identifying qualifying bus routes and applying for the waiver.

### Procedures

#### Qualifying criteria:

An annual waiver to retain the operation of a specific bus route will be granted for bus routes meeting the following specific criteria.

1. The route does not transport any special education students;
2. The route serves non-public schools and is not shared with any other district in the statewide system; and
3. The district can demonstrate the ability to provide the bus route at a lower cost than the statewide system.

#### The following waiver application process must be followed on an annual recurring basis:

1. The System Manager begins the process by emailing districts with waived routes from the previous school year.
2. Information is requested in an effort to determine if continuing the waiver is in the best interest of the district or if it would be to their benefit to have students transported on the waived route by statewide.
3. Once the information is collected, the System Manager will confirm that the waived route meets the qualifying criteria. Costs will be compared against the current rates paid for the same provided using the statewide bus Contractor(s).
4. If the System Manger is unable to verify that the criteria are satisfied, the school district may be required to submit additional supporting information before the waiver is forwarded for approval.

Rhode Island Department of Education  
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<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.011	Route Waiver Applications		
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5. If it is determined that the route should continue to be waived, the System Manager will complete the waiver form and send to the district.
  
6. The school district shall review, sign and submit the properly completed waiver (FORM.011) to:  
  
 System Manager, Statewide Student Transportation  
 255 Westminster Street, Room 006  
 Providence, RI 02903
  
7. Once the System Manager confirms that the criteria have been satisfied and the waiver form accurately completed, it will be forwarded to the Director of Statewide Efficiencies for review.
8. Upon review and approval by the Director of Statewide Efficiencies, the waiver will be forwarded to the Commissioner’s office for final review and approval.
  
1. Once reviewed and approved by the Commissioner’s office, the school district will be notified and will receive a copy of the final waiver approval.

*Note: The waiver application process must be completed annually for each individual bus route.*



State of Rhode Island and Providence Plantations  
**DEPARTMENT OF EDUCATION**  
Shepard Building  
255 Westminister Street  
Providence, Rhode Island 02903-3400

Deborah A. Gist  
Commissioner

## **Statewide Student Transportation System**

### **Qualifications for Districts to Retain a Specific Route within the District System**

Rhode Island school districts that primarily outsource their out-of-district student transportation are required by statute to participate in the statewide student transportation system.

The statewide student transportation system does allow for a district to apply for an annual waiver form to retain a route if it meets the following criteria:

1. The route does not transport any special education students.
2. The route is non-public and not shared with any other district in the Statewide system.
3. The district can demonstrate the ability to provide the bus route at a lower cost than the statewide system.

### **The following steps detail the waiver application process:**

1. Submit completed waiver form (attached) to:

TransPar, Statewide Student Transportation  
255 Westminister Street, Room 006  
Providence, RI 02903

2. Upon receipt and review of application district may be asked to provide additional information.
3. District will be notified and receive a copy of the waiver approval within 14 days.
4. Process and application must be completed and approved annually.

**Waiver Application form for District to Retain a Route in the Statewide System**For School Year 2012-2013

School District Name	Person Completing Application
Date of Application	Contact Phone Number

Provide the following information to retain the route. Please attach a copy of the contract rate page and a recent vendor invoice for the route.

Route name, number or description:	
<u>Verify qualifications for district to retain the route (please check - all must apply)</u>	
<input type="checkbox"/> There are no special education students on the route; and	
<input type="checkbox"/> The route is non-public and not shared with any other districts in the Statewide system; and	
<input type="checkbox"/> The district can provide the route at a cost lower than statewide system	
List all schools served by route in AM:	
List all schools served by route in PM:	
List all schools served by route on Midday Runs:	NA
Annual bus vendor contract rate per bus:	
Annual cost of fuel (if not included in contract rate) per bus:	NA
Annual cost of bus monitor (if applicable):	
Other annual costs (if applicable) per bus:	NA
Total district cost to operate bus route:	
Statewide annual bus cost:	

Statewide annual monitor cost (if applicable) per bus:	
Total Statewide cost to operate bus route:	
Cost difference: District compared with Statewide	

**Signature below verifies district request for a waiver based on the facts stated:**

\_\_\_\_\_

**Superintendent's Signature**

\_\_\_\_\_

**Date**

**Waiver Reviewed and Recommended:**

\_\_\_\_\_

**Director, Office of Statewide Efficiencies**

\_\_\_\_\_

**Date**

**Waiver Approved:**

\_\_\_\_\_

**Deborah A. Gist  
Commissioner**

\_\_\_\_\_

**Date**

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Procedure Number	Topic		
RIDEOST.012	Transportation Program Operating Parameters		
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1 of 3	July 1, 2013	July 1, 2013	January 1, 2014

Statement
<p>Students receiving transportation services within the RIDE Statewide Student Transportation Program will be routed to their school in the most efficient and effective manner possible consistent with safety. For the system to work effectively for all students, it is necessary to establish certain operational parameters. The bus routes administered by the statewide program will be planned and operated in accordance with the following criteria.</p>
Procedures
<p><b>Eligibility for service:</b></p> <p>Students eligible for service within the RIDE Statewide Transportation System include:</p> <ol style="list-style-type: none"> <li>1. Students with Disabilities placed in any program outside his or her sending district’s boundary.</li> <li>2. Students attending out-of-district private, charter or career and tech schools within designated regional boundaries.</li> </ol> <p>Courtesy transportation <u>may</u> be provided by the statewide program for any students that do not meet these eligibility criteria on a case by case basis with the approval of the Director of Statewide Efficiencies.</p> <p><b>Bus stops:</b></p> <ul style="list-style-type: none"> <li>• Depot Bus Stops may be utilized wherever possible. Students with Disabilities will not be assigned to Depot Stops.</li> <li>• The placement of Bus Stops shall be determined by the System Manager in line with standard industry practice, with due regard for safety, and in accordance with the following criteria: <ul style="list-style-type: none"> <li>- Stops shall be placed at road intersections wherever possible</li> <li>- Safety permitting, no two bus stops serving the same route shall be placed closer than 0.25 miles apart.</li> </ul> </li> <li>• Each student will be assigned one location for morning pickup and one location for afternoon drop-off. Stop locations will be assigned by, and shall be changed only at the discretion of the System Manager.</li> </ul>

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- Parent concerns regarding bus stop safety will be addressed and may require approval of RIDE for implementation.
- Students with Disabilities, Kindergarten, and Grade 1 students must have guardian supervision present at applicable afternoon drop-off locations. In the event a guardian is not present to receive one of these students, a call will be made to the guardian and, if necessary, remaining students will be delivered to their stops before returning to deliver the student whose guardian was not present.
- To maximize overall system efficiency, infrequently used bus stops may be eliminated at the discretion of the System Manager. Before a stop is eliminated a call will be made to the family to determine if the stop should remain in force. If a stop is eliminated, effected students will be reassigned to the nearest active stop which may be a depot stop serving the destination school.
- For special needs students, stops will not be eliminated without prior discussion with student's parent(s) or guardian(s), as well as the special education director of the student's resident district.

**Bus routing parameters:**

- The objective for the *maximum* allowable student ride time on any one trip is 90 minutes, defined as the length of time from when the student boards the bus until the student arrives at his/her destination. Some routes may be longer.
- Students will be assigned to buses per accepted industry standard:
  - 3 students per seat for grades K-8
  - 2 students per seat for grades 9-12
  - Average of 1.5 students per seat (i.e., 3 per row) for Students with Disabilities, unless otherwise required per the student's IEP
- Transfers and shuttles shall be used as necessary at the discretion of the System Manager.
- Busses shall be scheduled to arrive no more than 30 minutes prior to opening bell time at school. Supervision shall be provided by school personnel during this arrival window.
- Busses shall be scheduled to depart no more than 15 minutes after closing bell time at school. Supervision shall be provided by school personnel during this departure window.

**Customer service parameters:**

- The System Manager will process a transportation change request within two business days of receipt, whenever possible.

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RIDEOST.012	Transportation Program Operating Parameters		
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- The System Manager will respond to a service complaint within two business days of receipt.

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Procedure Number	Topic		
RIDEOST.013	Inclement Weather Procedures		
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### Statement

Service delays and cancellations may occur due to inclement weather. The RIDE Statewide Transportation System will align service with the inclement weather decisions of the school districts being served, but some differences may occur given that students from, and destinations to, multiple school districts are served on statewide buses. The statewide system will provide service to a school district whenever schools within that district are scheduled to operate. In order to avoid confusion and ensure safety during inclement weather, it is imperative that schools, parents, and guardians understand and comply with the following procedures.

### Procedures

#### In the event of a school closing:

If **either** the resident public school district **or** the student’s destination school district is closed then there will be **no** school bus transportation provided that day. If the student’s school of attendance makes the choice to stay open during inclement weather, even though the district it resides within is closed, then there will be **no** statewide school bus transportation provided that day.

#### In the event of a delayed opening:

Students from multiple districts may be passengers on any one bus. If **any sending district** represented on the bus is operating on a delayed opening then the entire bus route will be placed on a delayed schedule. RIDE’s inclement weather page includes a link to a list of bus routes serving each school. In the event of inclement weather, this list may be utilized to identify which districts are serviced on the route. **The inclement weather status of each school district represented on the route must be identified to determine if the route will be delayed.** The most up-to-date information for all of the statewide bus routes can be found on the RIDE website at: <http://www.ride.ri.gov/StudentsFamilies/AdditionalResources/StudentTransportation.aspx> (search for the Inclement Weather link).

#### In the event of an early release:

If **any receiving district** represented on the bus route releases early then all students on that bus will be released early following the district with the earliest release time (i.e., If one district represented on the route releases at noon and another at 1:00 pm, then the bus will follow the noon release time.) Again, the particular bus and all the districts represented on it can be found on the RIDE website. This must be checked to determine the status of each of the districts represented on the route to determine if a particular route will be operating on an early release schedule.

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Users must remain aware that if the **district in which a school of attendance is located** releases early, all students from the school riding statewide buses will be released early.

For non-public schools: If an individual school makes the choice to release early, even though the district in which the school is located is not releasing early, statewide buses will be scheduled arrive at the school at their regularly scheduled time, not early. The parent/guardian is responsible to plan accordingly for this situation.

For special education students: Schools educating students with disabilities will not place students on buses for early dismissal until a parent or contact has been reached. Statewide buses will be directed to wait for a maximum of fifteen extra minutes for a contact to be reached. In a situation where no contact has been made, the student will remain at the school and the parent must make arrangements with the school as to how the child will be picked up. For safety reasons, no statewide buses will be returning to schools once they have left the grounds to begin their scheduled route.

**Where to find Inclement Weather information:**

Public school districts post school closings, delays and early releases on the following:

NBC Channel 10 Providence weather page closing/delays tab or direct link

<http://www2.turnto10.com/jar/weather/>

ABC Channel 6 Providence weather page closing tab or direct link

<http://ww.abc6.com/category/184901/closings-and-delays>

Local radio stations

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RIDEOST.016	Payments for Service		
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**Statement**

The State’s local school districts are responsible for bearing the cost of the services provided to their resident students by the RIDE Statewide Student Transportation System. These procedures establish the parameters for the nature and timing of these charges and payment submission requirements.

**Procedures**

**Basis for payment**

The services provided will be charged to the districts on the basis of an equitable allocation of RIDE’s actual incurred costs. These costs arise from contractor charges for operating the system on RIDE’s behalf and related overhead expenses.

**Invoicing and payment**

RIDE shall invoice the local school districts monthly for services rendered in the preceding month. Payment shall be issued by the district in check form and mailed to RIDE.

**Pre-Billing Checklist**

- Ensure all changes to student list that were given after the billing system export are reflected in the billing worksheets
- Wait until First Student and I are in agreement before putting together district invoices
- Include Rides in Barrington's Monitor tab on the invoice before deleting them from the main spreadsheet
- Ensure Amount being billed to district matches amount billed by First Student + 7% Using Cross-Check worksheet
- Put adjustments due from previous months in the appropriate invoices
- Put any unpaid balances from previous invoices on the bottom of the invoice and highlight
- Save PDF of Invoice and backup for EWG in their mailing folder
- Ensure email template reflects current dates and includes any changes to language that have been agreed upon and approved by Patti Durfee
- Do one final check on the following before distributing invoices:
  - Student List Changes
  - All Adjustments properly placed in invoices
  - Unpaid balances are included in invoices
  - Language in emails is correct and current

**Date Completed:** \_\_\_\_\_

**Billing Period:** \_\_\_\_\_

**Completed By:** \_\_\_\_\_





Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.017	Dry Runs		
Page	Adopted	Last Revision	Next Planned Review
1 of 1	July 1, 2013	July 1, 2013	October 1, 2014

### Statement

A dry run is defined as the completion of a scheduled bus route without students on board. A dry run is completed for the purpose of testing and refining a route design prior to its implementation. The completion of a dry run is an important step in the development of bus routes and ensures that students are provided with accurate, efficient and functional route itineraries.

Completing dry runs as directed by the System Manager is a contractual responsibility of the bus operator.

### Procedures

The bus operator shall complete two dry runs for each assigned bus route prior to the commencement of services in each contract year. The System Manager shall only authorize payment for dry runs completed in accordance with these procedures and under the direction of the System Manager.

Each dry run is to be completed as follows:

- The route's assigned driver must complete the dry run
- Complete the morning (AM) run to school and then the afternoon (PM) run before returning to the bus terminal. The combination of both will comprise one dry run
- Two dry runs can be completed in the same day
- The AM run should be completed at the scheduled route times
- Dry run's should be completed in a bus similar to what will be assigned to the route

For each dry run:

- The assigned driver shall record any noted discrepancies in directions or times on the route sheet provided
- The assigned driver shall complete, sign, and date the Dry Run Report provided by the System Manager (Form 017)
- The assigned driver shall submit the marked-up route sheet and the Dry Run Report to the contractor's designated manager
- The contractor's designated manager shall return the marked-up route sheet and the Dry Run Report to the System Manager's office within 24 hours of completing the dry run.

It is the responsibility of the bus operator to note route discrepancies and report these to the System Manager. The System Manager will hold the bus contractor responsible for any unreported route discrepancies.



Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.018	Police Route Review		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
1 of 1	July 1, 2013	July 1, 2013	June 1, 2014

**Statement**

Local police officials are required by state law in Rhode Island to review and be aware of school bus routes. The following procedures will be followed in transmitting the required information to local police stations.

**Procedures**

- The System Manager is responsible for delivering route information to every effected local police jurisdiction.
- The System Manager will utilize Form 018 to provide this information.
- Following the completion of all dry runs and the finalization of bus routes for the start of school, the System Manager will complete the required forms and deliver this information to the local police stations.
- The System Manager will ensure that all routes with a student pick-up in a given Police jurisdiction are covered and delivered to that jurisdiction.



Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.019	School Calendar Data Management		
Page	Adopted	Last Revision	Next Planned Review
1 of 2	July 1, 2013	July 1, 2013	December 1, 2014

### Statement

There are differences in the school calendars for each of the special education, private, catholic, charter and career & technical schools serviced by the Office of Statewide Transportation, and ongoing changes are common. Maintaining accurate school calendar data is a critical success factor for the statewide transportation program. The System Manager shall collect, monitor and track calendar information for each of these schools, and shall be responsible for all related adjustments to bus schedules and the timely communication of these changes to the bus operators.

### Procedures

The school calendar data management process will be a constant requirement throughout the service year. The management of multiple school calendars with interdependent route and bell schedules within the requirements of the established billing process underlies the importance of adherence to the following procedures:

1. An initial request for calendar information will be sent via email to the designated school contact person at every school concurrent with the opening of the registration process on or about April 1<sup>st</sup>. This email will be copied to the General Manager and RIDE.
2. An information submission deadline date will be established no earlier than thirty (30) calendar days following the issuance of the request for calendar information.
3. Follow-up with schools failing to comply with the initial request for information will begin immediately after the deadline date and will follow this sequence until the information is received:
  - a. Follow-up email to the designated school contact from the System Manager's office;
  - b. Telephone call to the designated school contact from the System Manager's office;
  - c. Telephone call from the General Manager to the designated school contact;
  - d. Request for assistance from RIDE staff, as required.
4. The original email request, all follow-up emails, and all replies received will be retained and stored by the System Manager with date and time stamps in a separate, named email folder. Follow-up telephone calls and responses received will be stored in a log. Both are for future reference and tracking purposes.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.019	School Calendar Data Management		
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5. As school calendar data is received, it will be posted to the Private School Calendar or the Special Education Calendar maintained by the System Manager. Ensuring the accuracy and completeness of this calendar will be the responsibility of the System Manager.
6. In addition to the Private School Calendar and the Special Education Calendar, a hard copy of all calendar information received will be maintained in a consolidated file by the System Manager and organized alphabetically by school.
7. The final Private School Calendar and Special Education Calendar will be completed by August 1<sup>st</sup> and submitted to each bus operator in support of route planning and service delivery.
8. Calendars will also be available to all TransPar staff and RIDE on the Jdrive – Calendar 2013-14 – 2013-14 Private School Calendar and 2013-14 Spec Ed Calendar.
9. For changes after August 1<sup>st</sup>:
  - a. Once the final Private School Calendar and Special Education Calendar have been transmitted to the bus operators, the System Manager will send a follow-up email to each school establishing instructions for submitting alterations, changes, and special requests. The General Manager will be copied.
  - b. When changes are received, the System Manager will review and analyze for any potential adverse impacts before making a change to the Private School Calendar or the Special Education Calendar.
  - c. The System Manager will annotate and highlight the changes on the Private School Calendar and the Special Education Calendar and save the calendar as a new version with date stamp. The hard copy records will be similarly annotated and updated.
  - d. Each revised version of the Private School Calendar and the Special Education Calendar will be submitted to each bus operator, with the date of submission logged and retained for reference purposes.

Additional Notes:

Calendars that call for service in support of early dismissals after 12:00 PM may not be accommodated by the System Manager. The system has tiered routes, meaning they service multiple schools with different bell times. An early dismissal time after 12:00 PM may not provide sufficient time for service before the regular release time for other schools.

Accurate calendar information serves an important role in ensuring the accuracy of the statewide billing process. It is incumbent on all stakeholders including RIDE, the System Manager, and the schools to work together on ensuring calendar information is accurate, complete, and submitted in a timely manner.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.020	Operational Data Collection		
Page	Adopted	Last Revision	Next Planned Review
1 of 2	July 1, 2013	July 1, 2013	June 1, 2014

### Statement

The overall efficiency and effectiveness of the RIDE Statewide Student Transportation System depends in part on maintaining accurate operational data for student ridership and a roster of Contractor staffing and asset information. Bus routes are planned and local school districts are charged for services on the basis of this information. Live counts of students riding each statewide system bus route, and reporting of related Contractor roster information shall be coordinated by the System Manager and completed by the bus operators.

### Procedures

#### Bus Attendance Reports:

Student stop by stop attendance reports provide a week long view of student ridership on all statewide bus routes. Attendance reports (Form O20A) shall be completed by the Contractor assigned to the route in accordance with the following:

- Student attendance shall be recorded at each bus stop on the Attendance Report form provided by the System Manager.
- Attendance will be reported for the each service day during the second or third week of every month (at the discretion of the Contractor) for every bus route operated by the Contractor.
  - The collection week will be adjusted by the Contractor for vacations and holidays as required.
- The Contractor Location Manager will ensure that all drivers understand the process and are given the Attendance Report for their route in advance of the monthly attendance reporting week.
- Contractor drivers will complete the Attendance Report for each student assigned to the route for each day of the entire attendance reporting week, indicating:
  - Student in attendance on the bus with an “X” for the day.
  - Driver will note any actual stop times that are different than indicated.
  - Driver will note any riders not listed on the Attendance Report.
- The driver will submit completed attendance report to the Contractor Location Manager immediately after completing the final route of the data collection week.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.020	Operational Data Collection		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
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- The Contractor Location Manager will review each attendance report for accurate completion and will submit all properly completed reports to the System Manager not later than the Wednesday following the attendance reporting week.

**Contractor roster information:**

A completed Form 020B – Contractor Roster Sheet shall be completed for each Contractor location, and submitted in accordance with the ridership count procedures and timeline, except that the Form 020B must be submitted in electronic form via email attachment as an editable Excel data file.

# Transpar / Rhode Island Department of Ed Bus Attendance Report

**Route:** 5116      **Description:** SPURWINK  
**Bus:** PROV-116      **Driver:**

**Route Set:** 2013 AM SUMMER

<u>Time</u>	<u>Bus Stop</u>	<u>Student Name</u>	<u>Comments</u>	<u>M</u>	<u>T</u>	<u>W</u>	<u>Th</u>	<u>F</u>
6:13 AM	282 MASSACHUSETTS AVE							
6:18 AM	204 PAVILION AVE							
6:21 AM	35 WARRINGTON ST							
6:25 AM	170/206 OXFORD ST							
6:29 AM	251 RHODES STREET							
6:32 AM	384 PRAIRIE AVE							
6:36 AM	116 DABOLL ST							
6:43 AM	22 FORD STREET							
6:46 AM	190 BELLEVUE AVE							
6:54 AM	71 SILVER LAKE AVE							
6:57 AM	80 MERCY ST							
7:06 AM	107 LEAH ST							
7:08 AM	97 POMONA AVE							
7:12 AM	43 ALTON STREET							
7:25 AM	81 BERNON ST							
7:29 AM	88 CLYM ST							
7:32 AM	16 GLASGOW ST							
7:37 AM	18 CLOVE ST							
7:42 AM	57 HARWOL CT							



Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.022	Bus Evacuation Plans		
Page	Adopted	Last Revision	Next Planned Review
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Statement
<p>Ensuring the safety of student passengers must be the first priority of the System Manager and the Bus Contractor. One element is for the System Manager to coordinate, and the bus Contractor to establish bus evacuation plans to be carried out in the event of an emergency requiring evacuation of the bus.</p>
Procedures
<p><b>Bus Contractor:</b></p> <p>Bus evacuation drill plans will be established for each route twice per school year. The first evacuation plan is due within the first 10 days of school. The second is due during the month of January.</p> <p><b>System Manager:</b></p> <p>The System Manager will collect the evacuation plans, document compliance and file by school year and route.</p>

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.022	Bus Evacuation Plans		
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**First student Evacuation check list**

<b>First student location</b>	<b>Fall 2012</b>	<b>Spring 2013</b>
Bristol-Warren		
Coventry		
Jamestown		
Lincoln		
Metro		
Newport		
North Smithfield		
Pawtucket		
Portsmouth		
Providence		
S. County		
Tiverton		
W. Warwick		
Warwick		

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.023	Medicare & CompuClaim Processing		
Page	Adopted	Last Revision	Next Planned Review
1 of 1	July 1, 2013	July 1, 2013	June 1, 2014

**Statement**

Under federal law, school districts are eligible to receive payment from Medicaid for health services delivered to Medicaid-eligible children with disabilities. The System Manager and Contractor shall assist the school districts in this important process, as it applies to these students' transportation services, by tracking and reporting related student ridership data to the school districts. The following procedures specific to this responsibility will be followed.

**Procedures**

**Bus Contractor:**

- Bus drivers will track the required ridership data for eligible individual students with disabilities using Form 023 – Transportation Log:
  - Form 023 must be filled out in ink, signed and dated by the driver
- Each Form 023 must be checked for accuracy by Contractor Location Manager
- Completed and verified forms must be submitted in hard copy to System Manager not later than the Friday of the second week following the month of service being reported

**System Manager:**

- Verify that all required forms are received and correct
- Submit the verified forms to the school districts in hard copy via mail.
- Retain electronic records of all forms processed, organized by school district and student

# ROUND TRIP TRANSPORTATION LOG

**DISTRICT NAME:** \_\_\_\_\_

**Facility or School Name:** \_\_\_\_\_

**STUDENT NAME:** \_\_\_\_\_

**Route # / Bus #:** \_\_\_\_\_

MONTH / YEAR:		April 2013																								
DAY	1	2	3	4	5	8	9	10	11	12	15	16	17	18	19	22	23	24	25	26	29	30				
	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	M	T	W	TH	F	
AM																										
PM																										

**BUS REPRESENTATIVE SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Please use **INK** only  
 Please, no white out  
 Sign and Date

*Your time, effort and diligence are appreciated!*

Codes	
<b>P</b>	<b>Present</b>
<b>A</b>	<b>Absent</b>
<b>V</b>	<b>School Vacation</b>

Student Name: \_\_\_\_\_

Notes from Nurse:

Signature: \_\_\_\_\_

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.026	Bus Contractor Audits		
Page	Adopted	Last Revision	Next Planned Review
1 of 2	July 1, 2013	July 1, 2013	May 1, 2014

### Statement

All vehicle transportation services of the RIDE Statewide Transportation System are provided through private contractors. The System Manager is responsible to RIDE for the oversight of these contractor's performance relative to their contractual requirements. An annual Contractor audit will be conducted by the System Manager as one of the mechanisms utilized to ensure contract compliance and to enhance transportation system performance. The annual audit will be conducted in accordance with these procedures.

### Procedures

#### Audit content:

The audit is conducted in three parts, each of which is focused on different aspects of the Contractor's operation as it relates to the statewide system, the legal, and the contractual responsibilities of the bus Contractor:

1. A review of all bus driver and monitor files;
2. A review of vehicle maintenance files;
3. An onsite inspection of all buses providing service within the statewide system.

It is the Contractor's responsibility to provide the System Manager with the appropriate documents and access to Contractor assets to accomplish the requirements of the audit. The response and action taken on the previous year's audit (if any) shall also be made available.

#### Audit timeline and milestones:

Each Contractor audit will be conducted separately and annually at each Contractor location that is providing service to the statewide system. The approximate timeline on which the audit will be conducted, and the major milestones in the process are as follows:

1. During the month of December RIDE and the System manager will collaborate on modifications to the audit process, content, and confirm the general timeline.
2. An audit planning call between the System Manager and the Contractor will be completed on or about the 1<sup>st</sup> week of January to plan and reach consensus on the specific timeline and process to be followed for each Contractor location.
3. Audit templates and information requirements, together with the audit timeline and process outline will be distributed to the Contractor's Location Managers on or about the 2<sup>nd</sup> week of January.

Rhode Island Department of Education  
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<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.026	Bus Contractor Audits		
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4. A follow-up call with the designated Contractor management team will be completed on or about the 3<sup>rd</sup> week of January to gauge progress on information collection and audit preparations, and to provide an opportunity for the System Manager to address any Contractor questions.
5. The Contractor will return pre-populated audit templates to the System Manager on or about the 3<sup>rd</sup> week of January.
6. The Contractor will provide the required bus driver and monitor files to System Manager on or about the 2<sup>nd</sup> week of February.
7. The System Manager will conduct the onsite audit of maintenance processes and vehicles on or around the 3<sup>rd</sup> week of February to coincide with the school district winter break week.
8. The audit findings will tabulated and returned to the Contractor for review, comment, and correction of factual errors on or around March 1<sup>st</sup>.
9. Audit deficiencies must be corrected by the Contractor and noted on the audit templates for return to the System Manager no later than end of the 2<sup>nd</sup> week of March.
10. Draft audit reports will be made available by the System Manager for review by the RIDE Director of Statewide Efficiencies on or around the 1<sup>st</sup> week of April.

Driver & Monitor Audit Schedule												
	Files	Jan-13	Driver	Monitor	Driver Review	Driver for Follow Up	Driver Complete	Monitor Review	Monitor for Follow Up	Monitor Complete		
Warren												
<b>Coventry</b>												
<b>Jamestown</b>												
Lincoln												
Metro												
<b>North Smithfield</b>												
S. County												
<b>Tiverton</b>												
<b>Warwick</b>												
<b>W. Warwick</b>												
<b>Newport</b>												
<b>Pawtucket</b>												
Providence												
<b>Portsmouth</b>												

0

Maintenance Audit Schedule												
	Maint File Count	Feb-13	Files Reviewed	Files for Follow-up	Follow-Up Files Submitted	Final						
<b>Warren Maint.</b>												
Warren												
Newport												
Portsmouth												
Tiverton												
Pawtucket												
<b>Providence Maint.</b>												
Providence												
Lincoln												
North Smithfield												
<b>Warwick Maint.</b>												
Coventry												
Jamestown												
Metro												
S. County												
Warwick												
W. Warwick												

0

Bus Audit Schedule - Week of												
	Bus Count	Feb-13	Inspected	For Follow Up	Follow Up Submitted	Final						
Warren												
Newport												
Portsmouth												
Tiverton												
Pawtucket												
Providence												
Lincoln												
North Smithfield												
Coventry												
Jamestown												
Metro												
S. County												
Warwick												
W. Warwick												

0

**Contractor Accident Report Log**

Date	Bus Terminal	Bus #	Driver	Monitor	Injuries	Bus Towed?	Bus Continue on Route?	Road Conditions	Preventable	Bus at Fault	Report Date	Date Received
<p>YTD Preventable accidents _____</p> <p>YTD Non-preventable accidents _____</p> <p>YTD Total accidents <u>0</u></p> <p>Miles Traveled Through 2/28/2013 _____</p> <p>Accidents/1,000,000 miles _____</p> <p>Preventable accidents/1,000,000 mi _____</p> <p>Injury accidents _____</p>												



Contractor Driver and Training File Audit

Date:

\*White card includes physical, criminal/sex offender check and MVR review

Driver Name	Rte AM	Rte PM	3yr Exp	Good Driver*	CDL P&S Exp	Air Brake	*White Card Expiration Date	RIDE Policy 1 Hr	Stud Disc 1 Hr	Annual CPR	Annual 1st Aid	Annual Seizure	Annual Allergy	Annual Bus Safe	Annual Lifts	Annual Restraint	Special Education 2 Hrs

**First Student Evacuation Checklist**

<b>First student location</b>	<b>Fall</b>	<b>Spring</b>
Bristol-Warren	X	X
Coventry	X	X
Jamestown	X	X
Lincoln	X	X
Metro	X	X
North Smithfield	X	X
S. County	X	X
Tiverton	X	X
Warwick	X	X
W. Warwick	X	X
Newport	X	X
Pawtucket	X	X
Providence	X	X
Portsmouth	X	X



Contractor Vehicle Inspection

Date

Rte AM	Rte PM	Asset Numbers	Model Year	W/C Cap	Radio	Decal	Miles	Seat Cond	First Aid	Fire Ext - Triangle	Appearance	Zonar/Book	Comments







**Contractor Audit**

	Number of buses with Torn Seats	Number of Buses Presented for State Inspection	Number of Buses Missing Radios	Number of Buses Failed Inspection	Lack of Training Documents Drivers	White Card Information Missing	Lack of Training Documents Monitors
BW							
Coventry							
Jamestown							
Lincoln							
Pawtucket							
Portsmouth							
Providence							
Metro							
Newport							
North Smithfield							
South County							
Tiverton							
Warwick							
West Warwick							
<b>Totals</b>	0	0	0	0	0	0	0

Notes:

- All failed buses passed at subsequent re-inspection
- All missing or expired training documents have been updated for drivers and monitors
- All "White Card" information has been updated
- All missing radios have been replaced

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.027	Process for Removal of Contractor Bus Driver or Monitor		
<b>Page</b>	<b>Adopted</b>	<b>Last Revision</b>	<b>Next Planned Review</b>
1 of 2	July 1, 2013	July 1, 2013	June 1, 2014

**Statement**

Bus drivers and monitors represent the front line for service delivery in the RIDE Statewide Student Transportation System. As such, certain behaviors and sustained poor performance cannot be tolerated. RIDE reserves the right through contract to investigate any Contractor employee's performance and to request removal or reassignment of any driver or monitor. The following procedures will be followed in making this determination.

**Procedures**

Acting through the System Manager, RIDE will request the removal or reassignment of a bus driver or monitor by submitting Form 027 – Employee Removal Request to the Contractor's Location Manager directly responsible for the employee. The process leading up to, and following this determination will be as follows:

1. The initial complaint or issue will be reviewed and investigated by the System Manager in accordance with RIDEOST.028.
2. The System Manager will require the Contractor Driver and Monitor to complete a Statewide Incident Form detailing their view of the incident.
3. The Contractor Location Manager will submit a report detailing his/her findings to include recommendations.
4. Findings will be communicated to and discussed with the Director of Statewide Efficiencies and the Transportation Coordinator.
5. If suspension, removal or other action is indicated by the Director of Statewide Efficiencies, Form 027 will be completed by the System Manager and delivered to the Location Manager.
6. Investigation by the Contractor Location Manager and regional management is to be completed as soon as possible within five days following the reported complaint.
7. The System Manager will review the Contractor response to the request and suggested resolution before making a final recommendation to the Director of Statewide Efficiencies and the Transportation Coordinator.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

<b>Procedure Number</b>	<b>Topic</b>		
RIDEOST.027	Process for Removal of Contractor Bus Driver or Monitor		
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8. The final decision and required disposition of the employee will be communicated to the Contractor via telephone phone and an updated Form 027.
9. No driver or monitor removed from service at the direction of the RIDE/System Manager will be reinstated without the approval of the Director and/or Transportation Coordinator.
10. The Contractor has the right to request a review of the decision by sending a letter addressing the concerns along with a recommendation for further action to the Director of Statewide Efficiencies.

# Driver/Monitor Suspension Request Form

Driver       Monitor       Both   
 Please check appropriate box

Driver Name       SS# (Last 4 Digits)   
 Monitor Name       SS# (Last 4 Digits)

Date Incident Occurred:   
 Incident Occurred on the:      AM Route #       PM Route #   
 Reason For Request:      School       RIDE       Parent       Public

Details of Request:

Date of Request:       Person Making Request:

Please attach all supporting documentation to include mail message, district request, student statements, etc.

System Manager Authorizing Supervisor Only	
Restrictions applied (check all that apply)	
<input type="checkbox"/> No RIDE Routes	<input type="checkbox"/> No Elem Routes
<input type="checkbox"/> Other (Please explain)	<input type="checkbox"/> No MS Routes
<input type="checkbox"/> Retraining requested	<input type="checkbox"/> No HS Routes
<input style="width: 100%; height: 30px;" type="text"/>	
Request Authorized By: <input type="text"/>	Date: <input type="text"/>
Reinstatement	
Date of Reinstatement: <input type="text"/>	Conditions of reinstatement (if any) <input type="text"/>
Request Authorized By: <input type="text"/>	Date: <input type="text"/>

To Reinstatement the driver/monitor a written request must be made by the contractor that would include the reason for the request and actions that will be taken to prepare the person to return.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.028	Customer Request & Appeal Management		
Page	Adopted	Last Revision	Next Planned Review
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### Statement

The objective of the RIDE Statewide Transportation System is to provide safe, timely and efficient transportation service to its student passengers and customer school districts. The System Manager is tasked with facilitating the prompt, equitable, and timely resolution to customer requests, issues, complaints, and appeals related to the services provided. These procedures describe the process to be followed by customers and the System Manager to achieve a proper resolution to customer concerns.

### Procedures

The system manager shall maintain an inventory of the complaints and concerns received from principals, parents and patrons. Complaints and concerns shall be classified into one of two broad categories:

- Safety (Accidents, incidents, stop changes, student behavior)
- Service (Timeliness, responsiveness, information)

The administration of the system shall include the following:

- Item number
- Date opened
- Source, with contact information
- Contractor
- Driver, if applicable
- School served
- Description
- Resolution
- Closing call to source
- Date closed

Concerns or requests that cannot be resolved within the established guidelines and procedures of RIDE shall require the approval of the Transportation Coordinator.

Weekly the System Manager shall provide a report of all resolved and open items.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.029	Threat/Emergency Response Plan		
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### Statement

It is a joint responsibility of the RIDE Office of Statewide Efficiencies, the System Manager and the school bus Contractors to ensure the safety of student passengers. Therefore, any threat will be taken very seriously and must be considered as a real danger to lives and safety of all persons on school buses or staff in offices or shops. All staff and school bus drivers must be aware of, and take basic precautions in dealing with threats to protect students, staff, and themselves from harm. These procedures will be followed by all RIDE, System Manager, and Contractor staff when a threat is received.

### Procedures

#### In-coming call:

1. The person taking the telephone call should remain calm and attempt to gain as much information as possible:
  - a. Name of person reporting the threat/emergency
  - b. Life threatening injuries and/or conditions; seek additional help to call 911
  - c. Exact location, including intersecting roads and landmarks
  - d. The condition creating the emergency
  - e. Determine if a bus evacuation has occurred
  - f. The bus number/Contractor
  - g. If possible remain with contact until first responders are on the scene
2. Contact the Director of Statewide Efficiencies, the Transportation Coordinator, the Contractor, and the System Manager as appropriate.
3. Make no comments to third parties instead refer them to RIDE
4. Assure the incident is recorded in writing.

Rhode Island Department of Education  
Office of Statewide Transportation – Standard Operating Procedures

Procedure Number	Topic		
RIDEOST.033	Route Overage Time Request		
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### Statement

Statewide transportation routes generally run under the stated contract minimum of four hours total live time per day. Occasionally a route may exceed four hours per day. In instances where a route exceeds four hours per day the Contractor may request overage reimbursement for the time operated in excess of four live hours per day.

### Procedures

When the Contractor determines that a route operates in excess of four hours combined AM and PM live time per day the following steps must be taken in order to claim overage reimbursement:

#### Contractor Responsibility

- Total time from first AM pickup to last school plus total PM drop off time from first school to last drop off time must be in excess of four total hours
- Notify System Manager of the overage
- Complete documentation of route time for five consecutive days
- Verify time using ZONAR GPS
- Complete Overage Request form
- Submit completed Overage Request Form and ZONAR GPS backup to System Manager

#### System Manager Responsibility

- Promptly review Overage Request Form and ZONAR GPS backup
- Ensure that all required information is complete and accurate on Overage Request Form
- Determine if actual overage time exists
- Calculate overage expense if indicated
- Draft and submit overage recommendation letter to Director of Statewide Efficiencies

Overage will not be paid until all paperwork has been submitted to System Manager for review and verification and recommendation letter has been submitted to the Director of Statewide Efficiencies. Once approved the Contractor will be paid for the overage time beginning with the date all paperwork was submitted, verified and received by the Director. Overage is paid in 15 minute increments at the “excess hourly rate” as stated in the transportation contract.

# Draft

## Statewide Transportation Overage Request

Please fill in all information.

Attach supporting Zonar documentation if request exceeds Versatrans time.

Date of Request \_\_\_\_\_

Date Overage Began \_\_\_\_\_

AM Bus Route \_\_\_\_\_

PM Bus Route \_\_\_\_\_

Versatrans AM Minutes \_\_\_\_\_ PM Minutes \_\_\_\_\_ Total Versatrans Minutes \_\_\_\_\_

Overage Minutes Requested\* \_\_\_\_\_

		AM			PM				
	Date	First Pick Up Time	Drop Time at Last School	Total Time AM	Pick Up Time at First School	Last Student Drop Off Time	Total Time PM	Total AM + PM Time	
Day 1				0:00			0:00	0:00	
Day 2				0:00			0:00	0:00	
Day 3				0:00			0:00	0:00	
Day 4				0:00			0:00	0:00	
Day 5				0:00			0:00	0:00	
					5 Day Average			0:00	

\* An excess claim will not be considered unless the combined AM + PM route time exceeds 4 hours (240 minutes).

Comments:

System Manager Authorization

Name \_\_\_\_\_

Date \_\_\_\_\_

Signature \_\_\_\_\_

**b) Minimum Service Levels and Standards of Performance**

- i) In addition, and as a supplement to the Contract Performance Management Program, the Contractor will be responsible for meeting or exceeding certain minimally acceptable service levels and standards of performance. The Contractor will monitor, track, account for, and report to the Rhode Island Department of Education the data and information required to determine the Contractor's success in meeting or exceeding the established standards.
- ii) The Contractor will comply with three minimally acceptable standards of performance. For the purpose of this section, a bus route is defined as either the morning or afternoon component of a regularly planned and assigned daily bus route as provided to the Contractor by the Rhode Island Department of Education.
  - (1) No more than two (2) percent of all bus routes operated by the Contractor in each week of the service month shall be delayed or missed as a result of the Contractor's inability to provide an adequate number of qualified bus drivers or monitors as defined within this Agreement. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that must be serviced by another means as a result of the Contractor's failure to provide a qualified driver or monitor in a timely manner.
  - (2) No more than two (2) percent of all bus routes operated by the Contractor in each service week shall be delayed or missed as a result of mechanical problems with the Contractor's assigned vehicle. A delay or missed route is defined as any route component that begins operation after its scheduled time, or that is delayed over the course of its scheduled route as a result of a mechanical problem with the assigned vehicle.
  - (3) The Contractor shall report every incidence of delay as defined in subparagraph (1) and (2) of this section to the System Manager within fifteen (15) minutes of occurrence in a manner and format acceptable to the Rhode Island Department of Education. This is a zero tolerance standard of performance.
- iii) The Contractor is responsible for recording and tracking all data and information required to calculate Contractor performance relative to the minimum service levels and standards of performance. These data will be provided to the Rhode Island Department of Education not later than the 15<sup>th</sup> of each month for service completed in the prior service month. The data and information will be submitted in a verifiable manner and format acceptable to the Rhode Island Department of Education. The Contractor will be deemed to be in non-compliance with the minimum performance standards if any of the following events occur:
  - (1) The required data is not reported for service month
  - (2) The required data is reported late for two (2) consecutive months
  - (3) One or more of the standards of performance is not met for any two (2) consecutive weeks within the service month; not limited to the same item recurring.
- iv) If a non-compliance situation occurs, the Contractor is considered to be automatically on notice whether or not the Rhode Island Department of Education sends a formal written notice. A non-compliance condition must be cured within thirty (30) days of its initial occurrence; otherwise a **Minimum Service Level Criteria Performance Withholding** may be imposed.

- v) The Contractor will comply with Rhode Island Department of Education directives to improve operations and outcomes that fall below the established standards.

**c) Performance Withholding**

- i) The Rhode Island Department of Education may impose a Performance Withholding factor for non-compliance with the Minimum Service Levels and Standards of Performance.
  - (1) The Rhode Island Department of Education may defer payment of up to ten (10) percent of the most recent unpaid regular monthly Transportation invoice submitted by the Contractor.
  - (2) The number of monthly withholding instances is unlimited, and may be repeated for each month of non-compliance with the Minimum Service Levels and Standards of Performance requirements.
- ii) The withheld amount will be paid in full to the Contractor if each non-compliance factor resulting in the Performance Withholding instance is cured within two (2) months of the deferral decision.
- iii) If the non-compliance factor is not cured within two (2) months of the deferral decision, the Rhode Island Department of Education may retain the withholding without obligation to pay the Contractor the withheld amounts.
- iv) The Rhode Island Department of Education will notify the Contractor in formal letter delivered via a traceable method to the address of record for the Contractor contained in this Agreement if a decision to impose a Performance Withholding is reached. The time to cure provision of this section will begin on the date this letter is delivered to the Contractor.



State of Rhode Island  
 Division of Purchases  
 One Capitol Hill  
 Providence, RI 02908

"NON-MANDATORY" PRE-BID CONFERENCE SIGN IN SHEET

**BID NUMBER:** 7548529  
**BID TITLE:** STATEWIDE PUPIL TRANSPORTATION SERVICES - RI DEPT. OF EDUCATION  
**PRE-BID DATE AND TIME:** MONDAY, MARCH 10, 2014 AT 2:00 PM

**Purchasing Representative:** GAIL WALSH  
**PRE-BID START TIME:**  
**PRE-BID END TIME:**

COMPANY NAME	COMPANY REPRESENTATIVE	ADDRESS	CONTACT EMAIL	CONTACT PHONE NUMBER	CONTACT FAX NUMBER	PROPOSAL SUBMITTED FOR PURCHASING USE ONLY
1 RIDE	Stephen Brown	255 Washington St Providence, RI	Stephen.Brown@ride.com	401-222-9257		
2 Trans Pac	Tom Platt	15 South Street Leeds, MA	Tom.Platt@transpac.com	816-529-2233		
3 <del>Trans Pac</del> DRITKO	Cliff Gibson	583 South Street New Britain, CT	cliffg@dritco.com	860-229-4879 ext 613		860-836-1115
4 North Star	Scott Sawyer	1885 Smith Street Leeds, MA		401-231-4019		
5 Durham School Services	Keith Galloway	33 Mashie Circle Cranbury, NJ 08512	kgalloway@durhamschoolservices.com	736 508-723-9091	461-645-8317	
6 Ocean State Transit	Kenny Baker	67 South Street Suite 2nd Hudson, MA 01027	kbaker@oastd.com	401-871-1743		508-497-5202
7 First Student	Bill Taylor	327 Market Street Warren, RI	Bill.Taylor@firststudent.com	401-573-2697		
8 RIDE	Lawrence Dupler	255 West Main St Providence, RI	lawrence.dupler@ride.com	401-222-9257		
9						
10						

**First Student**

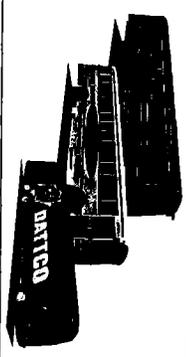
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**Cliff Gibson**  
 Senior Vice President  
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