



**Solicitation Information
February 18, 2020**

RFP #7602791

TITLE: Statewide Transportation System Oversight and Management - RIDE

Submission Deadline: March 17, 2020 at 10:00 AM (Eastern Time)

PRE-BID/ PROPOSAL CONFERENCE: NO

MANDATORY:

If YES, any Vendor who intends to submit a bid proposal in response to this solicitation must have its designated representative attend the mandatory Pre-Bid/ Proposal Conference. The representative must register at the Pre-Bid/ Proposal Conference and disclose the identity of the vendor whom he/she represents. A vendor's failure to attend and register at the mandatory Pre-Bid/ Proposal Conference shall result in disqualification of the vendor's bid proposals as non-responsive to the solicitation.

DATE:

LOCATION:

Questions concerning this solicitation must be received by the Division of Purchases at doa.purquestions15@purchasing.ri.gov no later than **March 3, 2020 at 10:00 AM (EST)**. Questions should be submitted in a *Microsoft Word attachment*. Please reference the RFP# on all correspondence. Questions received, if any, will be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to download this information.

BID SURETY BOND REQUIRED: YES

PAYMENT AND PERFORMANCE BOND REQUIRED: YES

Robert DeAngelis, Senior Buyer

Note to Applicants:

- Applicants must register on-line at the State Purchasing Website at www.ridop.ri.gov
- Proposals received without a completed RIVIP Bidder Certification Cover Form attached may result in disqualification.

THIS PAGE IS NOT A BIDDER CERTIFICATION COVER FORM

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SECTION 1. INTRODUCTION

The Rhode Island Department of Administration/Division of Purchases, on behalf of the Rhode Island Department of Education (RIDE”), is soliciting proposals from qualified firms to provide daily operations, oversight and management of its statewide school bus transportation system in order to provide safe, efficient, and cost effective bus transportation services to Rhode Island pupils who travel out of their school districts for educational purposes. This solicitation is in accordance with the terms of this Request for Proposals (“RFP”) and the State’s General Conditions of Purchase, which may be obtained at the Division of Purchases’ website at www.ridop.ri.gov.

This is a Request for Proposals, not a Request for Quotes. Responses will be evaluated on the basis of the relative merits of the proposal, in addition to cost; there will be no public opening and reading of responses received by the Division of Purchases pursuant to this solicitation, other than to name those offerors who have submitted proposals.

Instructions and Notifications to Offerors

- 1 Potential vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.
- 2 Alternative approaches and/or methodologies to accomplish the desired or intended results of this RFP are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this RFP may be rejected as being non-responsive.
- 3 All costs associated with developing or submitting a proposal in response to this RFP or for providing oral or written clarification of its content, shall be borne by the vendor. The State assumes no responsibility for these costs even if the RFP is cancelled or continued.
- 4 Proposals are considered to be irrevocable for a period of not less than 180 days following the opening date, and may not be withdrawn, except with the express written permission of the State Purchasing Agent.
- 5 All pricing submitted will be considered to be firm and fixed unless otherwise indicated in the proposal.
- 6 It is intended that an award pursuant to this RFP will be made to a prime vendor, or prime vendors in the various categories, who will assume responsibility for all aspects of the work. Subcontracts are permitted, provided that their use is clearly indicated in the vendor’s proposal and the subcontractor(s) to be used is identified in the proposal.

- 7 The purchase of goods and/or services under an award made pursuant to this RFP will be contingent on the availability of appropriated funds.
- 8 Vendors are advised that all materials submitted to the Division of Purchases for consideration in response to this RFP may be considered to be public records as defined in R. I. Gen. Laws § 38-2-1, *et seq.* and may be released for inspection upon request once an award has been made.

Any information submitted in response to this RFP that a vendor believes are trade secrets or commercial or financial information which is of a privileged or confidential nature should be clearly marked as such. The vendor should provide a brief explanation as to why each portion of information that is marked should be withheld from public disclosure. Vendors are advised that the Division of Purchases may release records marked confidential by a vendor upon a public records request if the State determines the marked information does not fall within the category of trade secrets or commercial or financial information which is of a privileged or confidential nature.

- 9 Interested parties are instructed to peruse the Division of Purchases website on a regular basis, as additional information relating to this solicitation may be released in the form of an addendum to this RFP.
- 10 By submission of proposals in response to this RFP vendors agree to comply with R. I. General Laws § 28-5.1-10 which mandates that contractors/subcontractors doing business with the State of Rhode Island exercise the same commitment to equal opportunity as prevails under Federal contracts controlled by Federal Executive Orders 11246, 11625 and 11375.

Vendors are required to ensure that they, and any subcontractors awarded a subcontract under this RFP, undertake or continue programs to ensure that minority group members, women, and persons with disabilities are afforded equal employment opportunities without discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability.

Vendors and subcontractors who do more than \$10,000 in government business in one year are prohibited from engaging in employment discrimination on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, national origin, or disability, and are required to submit an “Affirmative Action Policy Statement.”

Vendors with 50 or more employees and \$50,000 or more in government contracts must prepare a written “Affirmative Action Plan” prior to issuance of a purchase order.

- a. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation.

- b. Vendors further agree, where applicable, to complete the “Contract Compliance Report” (<http://odeo.ri.gov/documents/odeo-eeo-contract-compliance-report.pdf>), as well as the “Certificate of Compliance” (<http://odeo.ri.gov/documents/odeo-eeo-certificate-of-compliance.pdf>), and submit both documents, along with their Affirmative Action Plan or an Affirmative Action Policy Statement, prior to issuance of a purchase order. For public works projects vendors and all subcontractors must submit a “Monthly Utilization Report” (<http://odeo.ri.gov/documents/monthly-employment-utilization-report-form.xlsx>) to the ODEO/State Equal Opportunity Office, which identifies the workforce actually utilized on the project.

For further information, contact Vilma Peguero at the Rhode Island Equal Employment Opportunity Office, at 222-3090 or via e-mail at ODEO.EOO@doa.ri.gov.

- 11 In accordance with R. I. Gen. Laws § 7-1.2-1401 no foreign corporation has the right to transact business in Rhode Island until it has procured a certificate of authority so to do from the Secretary of State. This is a requirement only of the successful vendor(s). For further information, contact the Secretary of State at (401-222-3040).
- 12 In accordance with R. I. Gen. Laws §§ 37-14.1-1 and 37-2.2-1 it is the policy of the State to support the fullest possible participation of firms owned and controlled by minorities (MBEs) and women (WBEs) and to support the fullest possible participation of small disadvantaged businesses owned and controlled by persons with disabilities (Disability Business Enterprises a/k/a “DisBE”)(collectively, MBEs, WBEs, and DisBEs are referred to herein as ISBEs) in the performance of State procurements and projects. As part of the evaluation process, vendors will be scored and receive points based upon their proposed ISBE utilization rate in accordance with 150-RICR-90-10-1, “Regulations Governing Participation by Small Business Enterprises in State Purchases of Goods and Services and Public Works Projects”. As a condition of contract award vendors shall agree to meet or exceed their proposed ISBE utilization rate and that the rate shall apply to the total contract price, inclusive of all modifications and amendments. Vendors shall submit their ISBE participation rate on the enclosed form entitled “MBE, WBE and/or DisBE Plan Form”, which shall be submitted in a separate, sealed envelope as part of the proposal. ISBE participation credit will only be granted for ISBEs that are duly certified as MBEs or WBEs by the State of Rhode Island, Department of Administration, Office of Diversity, Equity and Opportunity or firms certified as DisBEs by the Governor’s Commission on Disabilities. The current directory of firms certified as MBEs or WBEs may be accessed at <http://odeo.ri.gov/offices/mbeco/mbe-wbe.php>. Information regarding DisBEs may be accessed at www.gcd.ri.gov.

For further information, visit the Office of Diversity, Equity & Opportunity’s website, at <http://odeo.ri.gov/> and *see* R.I. Gen. Laws Ch. 37-14.1, R.I. Gen. Laws Ch. 37-2.2, and 150-RICR-90-10-1. The Office of Diversity, Equity & Opportunity may be contacted at, (401) 574-8670 or via email Dorinda.Keene@doa.ri.gov

13. HIPAA - Under HIPAA, a “business associate” is a person or entity, other than a member of the workforce of a HIPAA covered entity, who performs functions or activities on behalf of, or provides certain services to, a HIPAA covered entity that involves access by the business associate to HIPAA protected health information. A “business associate” also is a subcontractor that creates, receives, maintains, or transmits HIPAA protected health information on behalf of another business associate. The HIPAA rules generally require that HIPAA covered entities and business associates enter into contracts with their business associates to ensure that the business associates will appropriately safeguard HIPAA protected health information. Therefore, if a Contractor qualifies as a business associate, it will be required to sign a HIPAA business associate agreement

14. Bid Surety Bond – Vendors responding to this RFP must furnish, with their bid proposals, either a bid bond from a surety licensed to conduct business in the State of Rhode Island or a certified check payable to the State of Rhode Island in the amount of five (5%) percent of the vendor’s cost proposal. (Vendors for Rhode Island Department of Transportation highway and bridge projects must furnish, with their bid proposals, a bid bond from a surety licensed to conduct business in the State of Rhode Island. Certified checks are not permitted for these projects.) An attorney-in-fact who executes a bond on behalf of the surety must provide a certified current copy of the power of attorney. A successful vendor who fails to submit the additional documentation required by the tentative letter of award and / or fails to commence and pursue the work in accordance with the contract awarded pursuant to this solicitation may forfeit, at the discretion of the State Purchasing Agent, the full amount of the bid surety as liquidated damages. The State will retain the bid surety of all vendors until the earliest of: (i) the issuance of the Purchase Order; (ii) the 61st day following the proposal submission deadline; or (iii) the rejection of all proposals.

15. Payment and Performance Bond - The successful vendor must furnish a 100% payment and performance bond from a surety licensed to conduct business in the State of Rhode Island upon the tentative award of the contract pursuant to this solicitation.

16. Master Price Agreements - Contract Administrative Fee - The “State Purchases Act”, R. I. Gen. Laws § 37-2-12 (b) authorizes the Chief Purchasing Officer to establish, charge and collect from vendors listed on master price agreements (“MPA”) a contract administrative fee not to exceed one percent (1%) of the total value of the annual spend against contracts awarded to MPA vendors. All contract administrative fees collected from MPA vendors shall be deposited into a restricted receipt account which shall be used for the purposes of implementing technology for the submission and processing of bids, online bidder registration, bid notification, and other costs related to State procurement. The contract administrative fee shall be applicable to all purchase orders issued relative to the within solicitation during the entire term of the MPA contract.

SECTION 2. BACKGROUND

Rhode Island seeks to provide streamlined / efficient services to its citizens both to improve the quality of contracted services and to maximize programmatic results despite scarce fiscal resources. Rhode Island's school districts are struggling to meet pupil transportation needs with little or no increases in funding and look to the state for direct education aid as well as for statewide solutions to issues not easily handled on a district-by-district basis. A top priority for both school districts and the State is an efficient statewide transportation system for public and non-public pupils who travel out of their school district for educational purposes.

The Rhode Island General Assembly initiated the creation of a statewide transportation system for out-of-district special education and non-public school pupils under the Rhode Island General Laws in Chapter [16-21-1](#) entitled "Transportation of School Pupils Beyond City and Town Limits". The State of Rhode Island provides categorical funding to school district participants that funds a portion of the transportation services provided to non-public / private school pupils.

This RFP is for the System Manager of the statewide transportation system. The actual transportation is done by other contractors under a separate contract. Now in the 11th year of operation, the statewide transportation program has matured to encompass 36 of Rhode Island's regular and regional school districts as well as 23 charter schools, 4 state-operated schools, 1 regional collaborative and 3 out of state school districts. At any point during the contract resulting from this RFP, charter schools and out of state districts may opt to enter or exit the statewide program. During this current fiscal year there are 23 approved charter schools within the State. Approximately 46 non-public, 72 special education schools / programs, 7 charter schools and 20 career and technical education centers are served daily. As of June 2019, there were 153 a.m. and 153 p.m. out-of-district special education routes managed utilizing 100 Pupil transportation vehicles (vans) and 96 regular school buses operating daily transporting 945 and 2,235 pupils respectively. Statistically, there are approximately 3,200 students transported to out-of-district educational programs, with approximately 42 percent of the total representing students with disabilities. As a comparison, during 2018-19, there were 249 buses and 100 pupil transportation vans used to transport pupils, with approximately 72 percent of these buses and vans dedicated to transporting students with disabilities.

There are approximately 190 days of service system wide, plus a limited amount of extended school year (ESY) service. The statewide transportation program does not provide extracurricular / field trip service. There are four school districts that are self-operated (i.e., utilize district-owned / operated transportation systems). These four school districts are not required to participate in the statewide transportation program. The four school districts referenced above are Narragansett, New Shoreham, North Kingstown and Westerly. At any point during the term of the contract, any of the non-participatory districts may opt to join the statewide transportation program. New

Shoreham is exempt from participating because of its size and lack of geographical proximity.

The System Manager will function as RIDE's agent and will report directly to the RIDE Associate Director of Statewide Efficiencies or his designee.

The statewide transportation program structure relies on three interrelated entities, each with a distinct role in the success of the statewide program:

- The Rhode Island Department of Education (RIDE) is the responsible state agency and provides all governance and program direction through its Office of Statewide Efficiencies.
- A management contractor serves as the System Manager. The System Manager reports directly to RIDE and is responsible for all planning, program oversight, fiscal accountability, compliance and reporting functions. In this role the System Manager performs route planning; logistical and demographic data management activities; provides contract oversight and performance management activities for the bus operator contracts, customer service activities for the end users of the system, and fiscal management activities for the program.
- In addition to the System Manager role, there are two bus operation contractors focused on the direct provision of transportation services and all associated operational activities.

The contract will begin upon issuance of a state purchase order (estimated to begin on July 1, 2020 and to end June 30, 2023 (i.e., 3-year contract). RIDE retains the option of granting an additional contract time extension of up to twenty-four (24) months (i.e., an additional two years). A contract extension agreement must occur by mutual written consent and requires that supporting funding be available. **RIDE will document, in writing, all vendor deficiencies in performance of contract services and / or upon vendor failure to supply deliverables in a complete and timely manner.** Should a pattern of substantial deficient performance become apparent, RIDE reserves the right to terminate the contract. This Request for Proposals will result in a Master Price Agreement that will allow districts to access Transportation Management Services for their in-district transportation needs, in addition to their out of district needs, under the same terms and conditions.

SECTION 3: SCOPE OF WORK AND REQUIREMENTS

The System Manager is responsible for:

- Providing daily operational oversight and management of the statewide system. This includes **providing customer service, managing conflict, providing issue resolution, and all caller management. While RIDE will be responsible for all decision points, the vendor is responsible for communicating all decision outcomes to end users. The vendor must serve as the final point of contact for end users;**
- Designing all bus routes, runs, and schedules using route planning software system;
- Maintaining programmatic data sets. This includes student demographic data, logistical routing data, financial data, and all other relevant data sets, such as service specifications, that are required to ensure system accountability. The System Manager will be required to communicate information to RIDE via regular reports on system operations, cost analysis and qualitative elements such as material lateness in service or other logistical and operational problems.
- Implementing, monitoring, and preparing monthly and quarterly reports specific to RIDE's Performance Management Program with its transportation vendors. (See **Exhibit 2**). The results of the on-going monitoring of the bus contractor's performance are used to facilitate program improvements to ensure the highest levels of customer service throughout the program.

Invoicing school districts as well as managing the incoming invoice charges from vendor bus contractors. The district billing methodology must be predictable, understandable and accurate. In the event that RIDE and / or the General Assembly amend statutory transportation criteria under this statewide transportation program that necessitates a substantial reduction or increase in the level of contract services required, then vendor compensation required under this contract is subject to renegotiation.

- Conducting on-going and annual audit of each bus contractor's overall performance as well as auditing all system elements to ensure a quality cost-effective service for Rhode Island's students.
- Establishing and maintaining a system of communication with bus operators, placement schools, resident districts and parents in order to accommodate and implement required transportation modifications.
- Managing end user relationships and providing resolution to customer service complaints.

- Providing districts with technical assistance on local “in-district” transportation routing and practical advice on costs and service levels. Additional transportation-related services will be developed and available to districts on a fee for service basis. Districts may also opt to procure Transportation Management Services for their in-district transportation utilizing this RFP by accessing the resulting Master Price Agreement (MPA). Under the MPA, terms and conditions remain the same and pricing must be negotiated between the specific district and vendor.
- In the event that additional districts choose to join the statewide transportation system, the System Manager is responsible for conducting all analysis required to provide a realistic cost estimate, develop an integration plan, and identify any resulting programmatic actions that may be necessary to facilitate such a decision.

Upon award of the contract and no later than July 1, 2020, the vendor must:

- Establish the necessary student, geographic, and logistical databases for route planning in conjunction with RIDE’s Office of Data and Technology Services and the software vendor.
- Assume the day-to-day oversight of the existing extended school year (ESY) routes for July and August 2020 using preliminary routes developed by the current System Manager, while also accommodating new students or changes in placements for the ESY program.
- Route and schedule students for the start of the 2020-21 school year.
- Establish a communication system for districts and parents following existing standard operating procedures (SOPs) concerning the communication protocols. Review past timelines for start-up and develop a new timeline of tasks for RIDE review / approval.
- Establish a billing / invoice and accounts receivable process following existing SOPs.
- Work with RIDE to communicate all information on key system manager contractor staff to district, DCYF, parent, legislative and community stakeholders.
- Work with RIDE to establish internal control mechanisms for internal audits, reporting requirements, cost analyses, program implementation, communications, data and all other plans and contract activities for the life of the contract to achieve all of the goals and objectives outlined above.
- Familiarize itself with RIDE’s School Bus Operator Performance Management Program and develop necessary tools to monitor compliance.
- Establish an independent System Manager / staff office. **RIDE will not provide office space for contractor use.**

The System Manager will adhere to the following statewide transportation program management requirements:

1.0 School Bus Contractor Management

2.0 Operations Management

3.0 Emergency / Inclement Weather Response Management

4.0 Financial Management

5.0 Client Services Management

6.0 Performance Management

1.0 School Bus Contractor Management

The System Manager will be required to operate in both an oversight and coordination capacity. School bus operations must be conducted consistently using both the transportation contract specifications and best practices to ensure high levels of service, safety, and cost control. While different entities such as school district administrators and bus contractors will be responsible for acting on these procedures, the System Manager will be responsible for facilitating, coordinating, and monitoring them. Listed below are the primary operational areas.

1.1 Operations Oversight

Procedures: The System Manger will coordinate with the Bus Contractors to ensure that all driver handbooks are comprehensive and include rules / regulations, training requirements, required forms, driver responsibilities, driving practices, procedures, student discipline tips, route information, policies for transporting special education students, first aid and emergency procedures, pertinent telephone numbers, 2-way FM radio procedures, and other significant information.

1.2 Student Behavior Management

To ensure the safe transportation of students, the System Manager will annually, and on an on-going basis, review with the Bus Operators the standard operating procedures (SOP) required when dealing with disciplinary infractions occurring on buses. The System Manager will further ensure that conduct reports, witness statements, and other required documentation is collected / recorded in a timely manner as well as disseminated to the appropriate parties per the SOP.

1.3 Training and Safety Coordination

Safe bus operations are a stringent requirement of the new transportation program. The System Manager will be required to monitor and evaluate all facets of safety requirements, as specified in the contracts with the Bus Contractors. This includes ensuring that vehicles meet contractual requirements and are appropriately maintained; verifying that buses are equipped with the appropriate auxiliary equipment to secure the safety of students with disabilities; and ensuring that drivers have the necessary training for safe bus operations as well as to respond to the particular needs of students being transported.

1.4 Operational Records Management

The primary function of the System Manager will be to ensure that the transportation contract approved by RIDE is fulfilled according to the conditions set forth within the contract. To do this, a systemized method of regular reporting by the bus contractors will be critical. The System Manager will be responsible for regularly collecting, reviewing and evaluating these reports as part of the verification and control process to ensure that the service quality and cost of transportation services conform to the terms of the contract. The System Manager will also be responsible for preparing quarterly performance reports for RIDE on measures previously agreed to with RIDE. In addition, selected elements of the performance reports will be identified and communicated on a quarterly basis to the bus contractors. Compliance with these identified elements will be tracked by the System Manager as part of the performance management program. Non-compliance on the part of the bus operators may lead to withholding of payments. Examples of operational records retention requirements include:

- Pertinent records for program and fiscal audits that school districts and / or RIDE may be subjected to;
- Projected budgets for expenditures and revenues for the next fiscal year are due by March 15th;
- Projected values for purchase orders to encumber funds for each vendor are due by June 1st;
- Monthly and YTD projected comparisons against budgeted values;
- Compliance reports for drivers' license checks, commercial driver's license (CDL) endorsements, specific training required by RIGL's and other qualification requirements;
- Summary of Bus Contractor staff and driver training and in-service instruction compliance records;
- Bus Contractor mileage reports and compliance audit results for reported fuel consumption;
- Bus Contractor asset lists prior to the start of each year with monthly updates;
- Bus Contractor preventive maintenance compliance reports and vehicle state inspection logs;
- Monthly student load count reports listing the number of students at each bus stop who rode on each bus on a selected day;
- Monthly driver route lists showing assigned bus route drivers, by route and by type of vehicle;
- Monthly transportation bus incident / accident reports describing all incidents, accidents or injuries occurring on bus routes or trips; and
- Other reports as requested by RIDE.

1.5 Quality Assurance

Ensuring that pupil transportation services are provided in a reliable, timely and safe manner is critical to the success of the statewide transportation program. It is the System Manager's responsibility to monitor qualitative components of the busing service. This will require regular

“on site” checks, spot audits, customer surveys, and regular monitoring of records and reports, including GPS tracking data, in order to ensure compliance with RIDE’s SOPs and the service standards defined in the transportation contract. Some anticipated tasks include:

- Ensure that all drivers who operate vehicles for pupil transportation have the proper license in compliance with all state and federal background checks, criminal history checks, and drug / alcohol testing requirements prior to transporting students and staff of any school district.
- Ensure that all drivers do a pre-trip inspection of their vehicles and that appropriate forms are kept on file by the Bus Contractors which designate the driver, the vehicle, the components inspected, date / time of the pre-trip inspection, and inspecting driver’s signature.
- Ensure that bus drivers and aides who display inappropriate behavior are warned, suspended or terminated consistent with the standards of the transportation contract as well as the Bus Contractor’s internal policies.
- Ensure that all vehicles transporting students have valid state inspections, completed preventive maintenance, proper vehicle certifications, placards, safety equipment, working auxiliary equipment (e.g., such as wheelchair lifts) and are clean and mechanically sound prior to transporting students and staff.
- Ensure that all vehicles have the proper insurance coverage as dictated by state regulations and the contractual requirements defined in the agreement with the Bus Contractors.

2.0 Operations Management

2.1 Standard Operating Procedures (SOPs) and Internal Operating Procedures (IOPs)

Fundamental to ensuring consistency in the handling of the myriad of issues and tasks associated with day-to-day transportation, RIDE and its System Manager will utilize a set of agreed-upon SOPs and IOPs. An initial set of procedures were developed jointly and are currently in use. The System Manager is required to monitor compliance by its staff and bus contractors with the SOPs and IOPs and recommend revisions that may be necessary, and / or draft additional SOPs or IOPs as necessary, for RIDE’s review and approval. (See **Exhibit 1** for Selected Standard Operating Procedures (SOPs))

2.1 Data Management and Coordination

The System Manager will be responsible for developing, managing and maintaining the school bus routes and schedules operated by the bus contractors, as described in the next subsection. In addition, handling invoices from the bus contractors, billing client school districts, and communicating to all parties involved in the transportation system (i.e., schools, parents, students, bus contractors, RIDE) will also be the responsibility of the System Manager. In order to

accomplish this, the System Manager must be the primary data administrator. Some key elements of this responsibility include:

- Establishing a standard student data reporting protocol using the “*VersaTrans Routing and Planning (VersaTrans)*” program, or similar web-based program approved by RIDE, and compatible web-based interfaces with the school districts.
- Regularly updating and maintaining the geographic database for the route planning software.
- Maintaining a computer-based communications system to convey bus schedule changes, student changes, and similar information.
- Providing and maintaining a call-alert, outreach system to communicate with schools and families.
- Maintaining a report library and database for all invoicing and billing such that RIDE can electronically review and authorize these on a regular, cyclical basis.

2.2 Route Development and Management

The System Manager shall be responsible for developing, planning and maintaining the school bus routes and schedules for transportation in the statewide program using route planning software. Please note that *VersaTrans* is the current routing software. In the event that the management company selected under this RFP recommends utilization of a different route planning software, the management company shall ensure that existing data is converted to the new system without additional expense to RIDE.

- The System Manager will identify opportunities to modify, pair, combine, or repackage bus routes with the objective being to perform transportation services in the most efficient and effective manner possible. In addition, the System Manager will conduct ongoing route and ridership analysis and take appropriate corrective actions to ensure that fleet usage is maximized.
- The process of managing the bus routes will include coordinating the schedules with input from the bus contractors. For example, unsafe bus stop locations or disparities in actual versus planned route running times will require coordination and modification using bus contractor input and specific knowledge. However, the responsibility for the design of bus runs, placement of bus stops, linking of bus runs within bus routes, altering stop sequences or street paths, and similar activities will be the sole responsibility of the

System Manager¹

- The System Manager must provide and maintain a computerized roster system with student rosters by bus, by bus stop, and by student. These reports must provide at least the following data elements: student name, grade, morning and afternoon bus number, morning and afternoon bus stop, and morning pickup time. The report must also include any specific needs concerning transportation for students. Schools and the Bus Contractor impacted by schedule changes must receive notification of the change as soon as possible (i.e., must have at least 48 hours notice). After the start of the school year, route changes or other schedule changes necessitated by new students requiring transportation must be implemented within three business days.

2.3 Routine Dispatch Operations

The dispatch function of the System Manager will be primarily one of coordination. The direct communications with drivers, assignment of trips and substitute drivers, and other daily transportation functions will reside with the bus contractors. The System Manager will be the primary point of contact on behalf of RIDE, bus contractor terminal managers, school administrators, special education supervisors, and parents in the daily coordination of transportation functions. Examples include but are not limited to:

- Employ additional temporary staff as required for call-center functions for 4 to 6 weeks at the start of each school year.
- Handle first-line school administrator and parent complaints and concerns in a courteous and expeditious manner.
- Convey route changes or bus schedules to schools and parents.
- Communicate, on a daily basis, with the terminal managers of each bus contractor regarding late buses, route changes, breakdowns, accidents, disciplinary issues, etc.
- Provide phone coverage and command / control functions during inclement weather, accidents or emergencies.
- To ensure that the bus lineups do not cause any unnecessary congestion or hazardous conditions at the school loading zones, the System Manager will work with the receiving schools to provide recommendations for improving bus lineup for arrivals and departures at all schools when necessary.

¹ All school bus routes and stops must be checked and approved by the local police chief of each city and town for safety hazards within ninety days before the start of the school year, (Rhode Island general Law, Title 31, § 31-20-10.3).

3.0 Emergency / Inclement Weather Response Management

3.1 Inclement Weather

In cases of inclement weather, or forecasted inclement weather conditions, the System Manager will monitor communications from districts as well as the local news / network weather postings and work with the school districts and bus contractors to ensure that transportation is properly adjusted to respond to delays, early releases and closings. Information must be communicated to terminal managers via email detailing impacted schools and weather districts.

3.2 Accidents

The System Manager will be responsible for compiling all data for accidents involving school vehicles contracted through RIDE. The role of the System Manager is to serve as the primary information center during any accident. The System Manager is required to follow the steps as outlined in the SOP and review the results of the post-accident investigation as part of a safety / quality control function. The System Manager is responsible for advising RIDE regarding any recommended corrective actions for the contractors and / or its employees involved in the accident. System Manager responsibilities include:

- Notifying RIDE's Associate Director of Statewide Efficiencies, or designee; the appropriate school district superintendent, transportation director, or building principal immediately by phone when an accident occurs.
- Include in the notification the name of every person on the vehicle at the time of the accident including information about possible injuries, and other information requested by the law enforcement agencies.
- Ensuring that bus drivers and monitors receive proper training with respect state laws and regulations regarding pupil's interactions with or questioning by local law enforcement.
- Ensuring that the bus contractors submit a detailed written report the System Manager within 24 hours of an accident as well as all other mandated reports within the prescribed time limit.

3.3 Community Emergency Response

In the event of a civil emergency, the System Manager will work with the school district and the bus contractors to fully cooperate with local, county, state, and federal emergency management personnel for the use of any or all school vehicles to be used in the evacuation of facilities or communities as requested by emergency management personnel. The resulting procedures and communication protocols must integrate with the local and state emergency management structure. Where such emergency responses are necessary, the System Manager will coordinate with the bus contractors to keep accurate records regarding any expenses, mileage, and personnel used so that all or partial costs can be recovered, if possible.

4.0 Financial Management

The System Manager will have the primary responsibility for evaluating, tabulating and maintaining all records related to financial transactions associated with the provision of statewide student transportation services. The tasks associated with the financial management of the program will entail two areas: (1) managing transactions with the bus contractors, and (2) managing billing and adjustments with the school districts receiving the bus service. The following subsections explain these requirements in greater detail.

4.1 Budget Activities

This will include preparing the billing rates and the annual transportation budget for client school districts using the transportation services each year. To do this, an annual cost projection will be prepared that is based upon the anticipated bus contractors' costs, System Manager fees, and other relevant costs related to the provision of statewide transportation services.

4.2 Vendor Invoicing Review

Invoices from the bus contractors are reviewed on a monthly basis and submitted to the RIDE Office of Statewide Efficiencies for payment on or before the 10th of each month. The System Manager will review any such adjustments or billing discrepancies with the Bus Contractors and keep a written record of the results of the discussion and the adjustments. After this, the System Manager will approve payment and submit the adjusted invoice to the Office of Statewide Efficiencies for final authorization and payment not later than the 15th of the month. The System Manager will work closely with the Office of Statewide Efficiencies to resolve any payment discrepancies and will serve as the primary point of contact for invoicing questions for both the bus contractors and districts. The review of the invoices will entail specific procedures to verify the validity of the bus contractor charges submitted, including the following tasks:

- Verification of rate charges and hours with dispatch records and allotted route hours.
- Review and verification of route changes that impact the service hours charged by the bus contractors due the addition of students, programs, or other changes to scheduled bus routes.
- Adjustments for missed scheduled routes and authorized extra time such as inclement weather, cancelled routes, and other schedule related adjustments.
- Quarterly calculation and adjustments for variances from the contract baseline fuel costs.

4.3 School District Billing for Transportation Services

The System Manager, in conjunction with the Office of Statewide Efficiencies, will prepare and manage the monthly billings to participating school districts. This will require a careful review of the number of students transported for each school district in order to prepare accurate invoices on a monthly basis. The preparation of invoices will follow established internal operating procedures

and an agreed upon billing methodology for invoicing. Upon authorization by RIDE, the System Manager will issue invoices and update internal records. The System Manager is responsible for follow-up with the districts on outstanding payments and documenting the results of the contact on the internal system. The System Manager will review on a monthly basis the accounts receivable status with the Office of Statewide Efficiencies to ensure timely payment by the school districts and resolve any payment discrepancies or billing disputes.

4.4 Transportation Contract Audit Activities

The System Manager is responsible for conducting regular annual audits and periodic on-site inspections / audits to ensure that the bus contractors are performing under the terms of the statewide transportation contract. The audit timeline and detailed procedures involved to complete the audit(s) must be created by the System Manager and approved for use by RIDE. Key audit functions will involve compliance with all aspects of the bus operator contracts and performance management program. Examples of key audit functions include:

- Review compliance reports for drivers' license checks, CDL endorsements, physical examination certifications, Epi Pen and Glucagon administration training, criminal and substance abuse records, and other required qualification requirements.
- Review bus contractor's staff / driver training and in-service instruction compliance records.
- Verify monthly bus mileage reports and compare to expected live running mileage from route planning software.
- Review reported fuel consumption levels based on operating miles and gallons charged to individual buses.
- Inspect bus contractor's preventive maintenance compliance reports, vehicle state inspection logs, repair backlog reports and other shop records to ensure proper fleet maintenance.
- On-site physical condition assessment of the condition of the bus contractor's terminal facility, staging area, bus and school vehicle fleet.
- Compare monthly student load count reports showing the number of students at each bus stop with the number assigned to that stop as part of the route schedule.
- Compare driver route reports showing assigned bus route drivers and route time allotment, to route schedules in the route-planning database.
- On-site route audits to verify reported miles and time for selected individual bus routes.

- Evaluate transportation bus incident / accident reports describing all incidents, accidents or injuries occurring on bus routes or trips.
- Evaluate compliance with the performance management program.

5.0 Client Services Management

5.1 Communications Functions

Effective and efficient communications are required of the System Manager. Given the challenging characteristics of a statewide system, it will be important for the System Manager to have a well-organized internal management plan and communications technology system in place. The System Manager must have the capacity and capability to serve as a single point-of-contact to the various stakeholders using the transportation system in order to respond quickly and effectively to various service questions and concerns that will arise in day-to-day operations. Examples of communications requirements include:

- The System Manager’s personnel must staff the office each day schools are in session from 6:30 a.m. until the last child arrives at his / her drop off destination safely.
- School district personnel, bus contractor personnel, and other appropriate individuals **must be able to contact the System Manager and / or staff at any time for emergency purposes (i.e., this includes weekends and off hours).**
- When schools dismiss students early due to adverse weather conditions, the System Manager’s office **must** have staff on duty until every student has been safely transported to his / her designated stop. The System Manager **must** also be available to answer all parent, bus contractor and school district inquiries about the status of transport vehicles and bus service for up to one hour after the last student has been dropped off safely.

5.2 Telecommunication / Digital Information Management

Telecommunications and digital information capability maintained by the System Manger is a core service requirement of this RFP. The overarching objective is to enable a caller to reach a live contact on the first attempt, with secondary responses, such as voice or e-mail. The expectation is that non-emergency inquiries will be addressed on the same day received (i.e., or within eight hours of the following business day for late or after-hours inquiries). The System Manager must have procedures in place to manage multi-lingual requirements for non-English speaking parents and students. The communications system envisioned has the following requirements:

- Voice mail as a routine response is **NOT** acceptable. An actual System Manager staff member must be available to answer all incoming calls from 6:30 a.m. (i.e., or earlier as needed for inclement weather. See Section 3.4.) until the last student arrives at his / her drop off destination safely.

- A general access number that serves as the main telephone line for the program must be established.
- Must have the ability for callers to reach each System Manager staff member's independent telephone lines via a transfer function from the general access number.
- A separate direct / emergency access number provided only to key school district personnel (e.g., transportation director, business manager, school superintendent, and principals at schools) must be established.
- A separate cell phone number, provided by the transportation manager, shall be available for use by the terminal managers and RIDE to ensure quick access.
- A web page for the statewide transportation system on the RIDE website that provides a portal for public e-mail communication with the System Manager and publicly disseminates transportation information. The System Manager will be responsible for keeping the web page up to date by providing necessary updates to the Office of Statewide Efficiencies for processing.

5.3 Transportation Notifications and Requests

The System Manager will notify in writing each parent or guardian at least two (2) weeks prior to the start of the new school year of their child's bus assignment listing the vehicle number, stop location, and loading time for each student receiving transportation service. The System Manager is responsible for any printing costs, postage costs, and any other costs related to the written notification of parents. Notification must include the address, telephone number and other appropriate information to allow parents / guardians and school district administration and transportation personnel to respond with any new or corrected information. Parents/guardians should have the option of viewing notifications in their native language however, at a minimum all notifications must be translated and communicated in English, Spanish, and Portuguese. The System Manger will also notify each parent or guardian both in writing and via telephone whenever reassigning students to new buses, bus stops, making a change in the stop pickup, or whenever delivery times for a particular bus route are changed. The reason for the change must be documented in writing.

- As a general guideline, the System Manager shall notify parents, school district administrative and transportation personnel of the changes at least two (2) business days prior to implementation. New students may wait up to three (3) business days for a bus assignment where material alterations to a route are required to accommodate service to their stop unless a delay is unavoidable and approved in advance by RIDE. The System Manager will be responsible for all expenses related to the postage, translation, and processing of written notifications.
- RIDE and its existing transportation management company have developed and fully implemented an online transportation registration system utilized by parents and school districts to add/drop/change a request for transportation services. Any database

program used by the management company hired under this contract must have the ability to import new student registration data from the transportation registration system in text or excel to reduce the potential for data errors.

- In order to ensure prompt action with changes to student programs, residence location, and other variables, the System Manager will ensure that protocols are followed by bus contractors, districts and schools. Such protocols must also include fast response policies for last minute changes and/or special circumstances.
- The System Manager shall provide staff who are knowledgeable about the bus routes, stops and school locations and who can answer public inquiries and requests regarding bus schedule times, safety issues, or any other concerns related to student transportation operations. The goal is to provide information to parents and school administrators in a prompt and courteous manner as well as provide information and future access to the Bus Contractor's management team to specific routing information in the online routing system.

5.4 Complaint Management

The System Manger will develop and implement an internal operating procedure and electronic system for the intake, recording, routing, and resolution tracking of requests and complaints received by school district administrators, participating schools, biological parents, foster parents and DCYF via all different media (i.e., such as telephone, facsimile, posted mail, and email). The procedure will also define the necessary documentation to support the appeals process whereby parents dispute a decision made in response to their concern or complaint. The focus of this effort will be on eliminating double entry of requests and complaints, providing rapid and timely feedback regarding action status, routing to the appropriate staff members for action, and resolving issues in a timely fashion. The electronic system must be capable of generating statistical reports on complaints and exporting data, including anecdotal note information for purposes of analysis.

6.0 Performance Management Programs

The Contract Performance Management Program is a non-punitive, joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve Transportation service delivery in a continuous improvement cycle.

6.1 The System Manager will be responsible for administering, monitoring and reporting to RIDE on the bus operator's compliance and performance with the standards of performance and performance measures identified each year. In addition, the System Manager will recommend needed program improvements or corrective actions to RIDE for approval (See **Exhibit 3**).

6.2 **Exhibit 2** provides an overview of the Contract Performance Management Program for the System Manager. The System Manager will be an active participant in, and will be responsive to the requirements of this program and the Minimum Service Levels and Standards of Performance referenced below:

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

As a supplement to the Contract Performance Management Program (CPMP), the System Manager will be responsible for meeting or exceeding certain minimally acceptable service levels and standards of performance. The System Manager will monitor, track, account for, and report to the Rhode Island Department of Education (RIDE) the data and information required to determine the System Manager's success in meeting or exceeding the established standards.

The Contractors must comply with **three (3) minimally acceptable standards of performance** that apply to RIDE, its transportation contractors, and its customers.

- i. **Reliability** – Ensuring the timeliness and accuracy of finances, including payable and receivables and reporting, as well as statistical analysis/reporting, are critical to the success of the program. The System Manager is expected to meet established deadlines. A variance of no more than three (3) days shall be acceptable unless otherwise approved in advance by the Associate Director of Statewide Efficiencies based on unavoidable circumstances. In addition, the System Manager shall ensure that systems are in place to eliminate errors in this area and initiate appropriate corrective action to minimize the potential for reoccurrence. The need for correction to financial data based on known factors on a repeated monthly basis is **not** acceptable. This is a zero-tolerance standard of performance.
- ii. **Responsiveness** – To meet the needs of RIDE and its customers, the System Manager will ensure that inquiries, student / program changes, data requests, and complaints are handled in accordance with SOPs and IOPs and that resolution occurs in a timely manner. Routine day-to-day routing changes, inquiries, requests and complaints must be responded to, and to the extent possible, resolved within four (4) days unless escalated to the Associate Director.
- iii. **Cost Effectiveness / Efficiency** – The System Manager is responsible for ensuring that the statewide program is both efficient and effective from a cost and delivery perspective. Run times, cost per rider and routing efficiencies will be key factors in analyzing effectiveness and efficiency.
 - (a) The data and information required to calculate, and track System Manager performance will be provided to the Rhode Island Department of Education not later than the 20th 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 System Manager will be deemed to be in non-compliance if the following events occur:**
 - (i) The data is not reported for two (2) consecutive months; and/or
 - (ii) The data is reported late for four (4) consecutive months; and / or

(iii) One or more standards of performance is not met for two (2) consecutive months; not limited to the same item recurring.

(b) If a “non-compliance” situation occurs, the System Manager 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 sixty (60) days of its initial occurrence; otherwise a Minimum Service Level Criteria Performance Withholding may be imposed.**

(c) The System Manager will comply with Rhode Island Department of Education directives to improve operations and outcomes that fall below the established standards.

b) Performance Withholding

1. The Rhode Island Department of Education may impose a *Performance Withholding* factor for non-compliance with the *Minimum Service Levels and Standards of Performance*.
 - (i) 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 System Manager.
 - (ii) 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.
2. The withheld amount will be paid in full to the System Manager if each non-compliance factor resulting in the Performance Withholding instance is cured within sixty (60) days of the deferral decision.
3. 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 System Manager the withheld amounts.
4. The Rhode Island Department of Education will notify the System Manager via formal letter delivered via a traceable method to the address of record for the contractor contained within the contract 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 System Manager.

7.0 Additional RFP Requirements

- Bidders must evidence a working knowledge of school district operations as it relates to transporting students and the additional requirements for transporting students with special needs.
- Bidders must evidence knowledge about Rhode Island geography, and challenges faced in developing a safe and efficient statewide transportation system.

- Bidders must evidence knowledge of public financing procedures and requirements in Rhode Island, including appropriate accountability measures and fee-for-service structures.
- Bidders must demonstrate comprehensive knowledge of student transportation systems and carrier requirements / procedures as well as industry standard information.
- Bidders must disclose any sub-contracted work including the specific work performed, staffing, organizational structure, and business background of any approved sub-contractor.
- *Performance Bond:* A performance bond will be required upon award of the contract resulting from this RFP. Proposers should refer to ***Exhibit 8 – Bid Deposit and Performance Bond*** for the terms and requirements of this bond.
- *Bid Deposit:* The proposal submitted in response to this RFP must be accompanied by a refundable bid deposit in the form of a bid bond, a certified check, or a treasurer’s or cashier’s check issued by a responsible bank or trust company, payable to *General Treasurer, State of Rhode Island*. The bid bond shall be with a surety satisfactory to RIDE and conditioned upon the faithful performance by the principal of the agreements contained in the RFP. The amount of such bid deposit shall be TWO THOUSAND, FIVE HUNDRED DOLLARS (\$2,500.00). Refer to ***Exhibit 8 – Bid Deposit and Performance Bond***.

SECTION 4: PROPOSAL

A. Technical Proposal

Narrative and format: The proposal should address specifically each of the following elements:

1. **Staff Qualifications** – Provide staff resumes / CV and describe qualifications and experience of key staff who will be involved in this project, including their experience in the field.
2. **Capability, Capacity, and Qualifications of the Offeror** - Please provide a detailed description of the Vendor’s experience as a Transportation System Manager. A list of five (5) relevant client references must be provided, to include client names, addresses, phone numbers, dates of service and type(s) of service(s) provided.
3. **Work Plan** - Please describe in detail, the framework within which requested Transportation System Manager services will be performed. The following

elements should be included: 1) methods used to verify demographic information, 2) methods for reconciling missing or inconsistent information, 3) follow-up measures employed on accounts with outstanding balances, 4) methods used to maximize reimbursement rate, 5) a system of controls to identify errors, omissions and feedback.

4. **Approach/Methodology** – Define the methodology to be used for the submission of billing information to clients as well as the process of generating billing statements and / or fee collection from a variety of clients. Describe what procedures will be used to ensure accurate and timely collection of fees?

The written technical proposal should be **10-20 pages** in length and contain a cover letter demonstrating the proposers understanding of the issues. **The technical proposal should address all of the areas described in the Scope of Work and Requirements section.** All requested information in the appendices contained within this RFP must be completed in their entirety. It is important to complete the questionnaires in **Appendices B and F** with comprehensive responses to each requested item. Supplemental information may be appended to the technical proposal.

Proposal Evaluation Process

RIDE will create a review team to evaluate proposal submissions. This team will participate in the review of written proposals, cost evaluations, reference checks, and other necessary activities to review and evaluate the submitted proposals. Reference checks and review of related background information will be conducted by RIDE and proposers will be deemed to consent to such inquiries upon submitting a proposal.

Evaluative Criteria

The RIDE review team will utilize the following evaluation criteria. At its option, the State may choose to eliminate a proposal from further consideration if it is determined at any of the five steps listed below that the proposer is or will be incapable or very unlikely to satisfactorily meet the transportation requirements of this RFP. The review team will evaluate all qualified proposals and rank them based on the following scoring system:

- | | |
|--|-------------|
| 1. Staff Qualifications | (10 points) |
| 2. Capability, Capacity, and Qualifications of the Offeror | (10 points) |
| 3. Work Plan | (30 points) |
| 4. Approach Proposed | (20 points) |
| 5. Cost Proposal | (30 points) |

Notwithstanding the above, the State reserves the right not to award this contract or to award on the basis of cost alone, to accept or reject any or all responses, and to award in its best interest.

B. Cost Proposal

The bidder must prepare a cost proposal reflecting the hourly rate or other fee structure proposed for this scope of services using the Cost Proposal Forms contained in **Appendix A**. The Cost proposal must be submitted in a separate envelope from the technical proposal.

C. ISBE Proposal

See Appendix A for information and the MBE, WBE, and/or Disability Business Enterprise Participation Plan form(s). Bidders are required to complete, sign and submit these forms with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.

SECTION 5: EVALUATION AND SELECTION

Proposals shall be reviewed by a technical evaluation committee (“TEC”) comprised of staff from State agencies. The TEC first shall consider technical proposals.

Technical proposals must receive a minimum of 60 (85.7%) out of a maximum of 70 points to advance to the cost evaluation phase. Any technical proposals scoring less than 60 points shall not have the accompanying cost or ISBE participation proposals opened and evaluated. The proposal will be dropped from further consideration.

Technical proposals scoring 60 points or higher will have the cost proposals evaluated and assigned up to a maximum of 30 points in cost category bringing the total potential evaluation score to 100 points. After total possible evaluation points are determined ISBE proposals shall be evaluated and assigned up to 6 bonus points for ISBE participation.

The Division of Purchases reserves the right to select the vendor(s) or firm(s) (“vendor”) that it deems to be most qualified to provide the goods and/or services as specified herein; and, conversely, reserves the right to cancel the solicitation in its entirety in its sole discretion.

Proposals shall be reviewed and scored based upon the following criteria:

Criteria	Possible Points
Staff Qualifications	10 Points
Capability, Capacity, and Qualifications of the Offeror	10 Points
Work Plan	30 Points
Approach Proposed	20 Points
Total Possible Technical Points	70 Points
Cost proposal*	30 Points
Total Possible Evaluation Points	100 Points
ISBE Participation**	6 Bonus Points
Total Possible Points	106 Points

***Cost Proposal Evaluation:**

The vendor with the lowest cost proposal shall receive one hundred percent (100%) of the available points for cost. All other vendors shall be awarded cost points based upon the following formula:

$$(\text{lowest cost proposal} / \text{vendor's cost proposal}) \times \text{available points}$$

For example: If the vendor with the lowest cost proposal (Vendor A) bids \$65,000 and Vendor B bids \$100,000 for monthly costs and service fees and the total points available are thirty (30), Vendor B's cost points are calculated as follows:

$$\$65,000 / \$100,000 \times 30 = 19.5$$

****ISBE Participation Evaluation:**

a. Calculation of ISBE Participation Rate

1. ISBE Participation Rate for Non-ISBE Vendors. The ISBE participation rate for non-ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of non-ISBE vendor's total contract price that will be subcontracted to ISBEs by the non-ISBE vendor's total contract price. For example, if the non-ISBE's total contract

price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs, the non-ISBE's ISBE participation rate would be 12%.

2. ISBE Participation Rate for ISBE Vendors. The ISBE participation rate for ISBE vendors shall be expressed as a percentage and shall be calculated by dividing the amount of the ISBE vendor's total contract price that will be subcontracted to ISBEs and the amount that will be self-performed by the ISBE vendor by the ISBE vendor's total contract price. For example, if the ISBE vendor's total contract price is \$100,000.00 and it subcontracts a total of \$12,000.00 to ISBEs and will perform a total of \$8,000.00 of the work itself, the ISBE vendor's ISBE participation rate would be 20%.

b. Points for ISBE Participation Rate:

The vendor with the highest ISBE participation rate shall receive the maximum ISBE participation points. All other vendors shall receive ISBE participation points by applying the following formula:

$$\begin{aligned} & (\text{Vendor's ISBE participation rate} \div \text{Highest ISBE participation rate}) \\ & \quad \times \text{Maximum ISBE participation points)} \end{aligned}$$

For example, assuming the weight given by the RFP to ISBE participation is 6 points, if Vendor A has the highest ISBE participation rate at 20% and Vendor B's ISBE participation rate is 12%, Vendor A will receive the maximum 6 points and Vendor B will receive $(12\% \div 20\%) \times 6$ which equals 3.6 points.

General Evaluation:

Points shall be assigned based on the vendor's clear demonstration of the ability to provide the requested goods and/or services. Vendors may be required to submit additional written information or be asked to make an oral presentation before the TEC to clarify statements made in the proposal.

SECTION 6. QUESTIONS

Questions concerning this solicitation must be e-mailed to the Division of Purchases at doa.purquestions15@purchasing.ri.gov no later than the date and time indicated on page one of this solicitation. No other contact with State parties is permitted. Please reference **RFP #7602791** on all correspondence. Questions should be submitted in writing in a Microsoft Word attachment in a narrative format with no tables. Answers to questions received, if any, shall be posted on the Division of Purchases' website as an addendum to this solicitation. It is the responsibility of all interested parties to monitor the Division of Purchases website for any procurement related postings such as addenda. If technical assistance is required, call the Help Desk at (401) 574-8100.

SECTION 7. PROPOSAL CONTENTS

A. Proposals shall include the following:

1. One completed and signed RIVIP Vendor Certification Cover Form (included in the original copy only) downloaded from the Division of Purchases website at www.ridop.ri.gov . *Do not include any copies in the Technical or Cost proposals.*
2. One completed and signed Rhode Island W-9 (included in the original copy only) downloaded from the Division of Purchases website at [/documents/Forms/Misc Forms/13 RI Version of IRS W-9 Form.docx](#). *Do not include any copies in the Technical or Cost proposals.*
3. Two (2) completed original and copy versions, signed and sealed Appendix A. MBE, WBE, and/or Disability Business Enterprise Participation Plan. Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation. *Do not include any copies in the Technical or Cost proposals.*
4. Technical Proposal - describing the qualifications and background of the applicant and experience with and for similar projects, and all information described earlier in this solicitation. The technical proposal is limited to six (6) pages (this excludes any appendices and as appropriate, resumes of key staff that will provide services covered by this request).
 - a. One (1) Electronic copy on a CD-R, marked “Technical Proposal - Original”.
 - b. One (1) printed paper copy, marked “Technical Proposal -Original” and signed.
 - c. Four (4) printed paper copies
5. Cost Proposal - A separate, signed and sealed cost proposal reflecting the hourly rate, or other fee structure on Appendix B, proposed to complete all of the requirements of this project.
 - a. One (1) Electronic copy on a CD-R, marked “Cost Proposal -Original”.
 - b. One (1) printed paper copy, marked “Cost Proposal -Original” and signed.
 - c. Four (4) printed paper copies

B. Formatting of proposal response contents should consist of the following:

- A. Formatting of CD-Rs – Separate CD-Rs are required for the technical proposal and cost proposal. All CD-Rs submitted must be labeled with:
 - a. Vendor’s name
 - b. RFP #

- c. RFP Title
- d. Proposal type (e.g., technical proposal or cost proposal)
- e. If file sizes require more than one CD-R, multiple CD-Rs are acceptable. Each CD-R must include the above labeling and additional labeling of how many CD-Rs should be accounted for (e.g., 3 CD-Rs are submitted for a technical proposal and each CD-R should have additional label of '1 of 3' on first CD-R, '2 of 3' on second CD-R, '3 of 3' on third CD-R).

Vendors are responsible for testing their CD-Rs before submission as the Division of Purchase's inability to open or read a CD-R may be grounds for rejection of a Vendor's proposal. All files should be readable and readily accessible on the CD-Rs submitted with no instructions to download files from any external resource(s). If a file is partial, corrupt or unreadable, the Division of Purchases may consider it "non-responsive". USB Drives or any other electronic media shall not be accepted. Please note that CD-Rs submitted, shall not be returned.

C. Formatting of written documents and printed copies:

- a. For clarity, the technical proposal shall be typed. These documents shall be single-spaced with 1" margins on white 8.5"x 11" paper using a font of 12-point Calibri or 12-point Times New Roman.
- b. All pages on the technical proposal are to be sequentially numbered in the footer, starting with number 1 on the first page of the narrative (this does not include the cover page or table of contents) through to the end, including all forms and attachments. The Vendor's name should appear on every page, including attachments. Each attachment should be referenced appropriately within the proposal section and the attachment title should reference the proposal section it is applicable to.
- c. The cost proposal shall be typed using the formatting provided on the provided template.
- d. Printed copies are to be only bound with removable binder clips.

SECTION 8. PROPOSAL SUBMISSION

Interested vendors must submit proposals to provide the goods and/or services covered by this RFP on or before the date and time listed on the cover page of this solicitation. Responses received after this date and time, as registered by the official time clock in the reception area of the Division of Purchases, shall not be accepted.

Proposals should be mailed or hand-delivered in a sealed envelope marked "**RFP #7602791** to:

RI Dept. of Administration
Division of Purchases, 2nd floor
One Capitol Hill
Providence, RI 02908-5855

NOTE: Proposals received after the above-referenced due date and time shall not be accepted. Proposals misdirected to other State locations or those not presented to the Division of Purchases by the scheduled due date and time shall be determined to be late and shall not be accepted. Proposals faxed, or emailed, to the Division of Purchases shall not be accepted. The official time clock is in the reception area of the Division of Purchases.

SECTION 9. CONCLUDING STATEMENTS

Notwithstanding the above, the Division of Purchases reserves the right to award on the basis of cost alone, to accept or reject any or all proposals, and to award in the State's best interest.

Proposals found to be technically or substantially non-responsive at any point in the evaluation process will be rejected and not considered further.

If a Vendor is selected for an award, no work is to commence until a purchase order is issued by the Division of Purchases.

The State's General Conditions of Purchase contain the specific contract terms, stipulations and affirmations to be utilized for the contract awarded for this RFP. The State's General Conditions of Purchases can be found at the following URL: <https://rules.sos.ri.gov/regulations/part/220-30-00-13>

APPENDIX A. PROPOSER ISBE RESPONSIBILITIES AND MBE, WBE, AND/OR DISABILITY BUSINESS ENTERPRISE PARTICIPATION FORM

- **Proposer's ISBE Responsibilities (from 150-RICR-90-10-1.7.E)**

1. Proposal of ISBE Participation Rate. Unless otherwise indicated in the RFP, a Proposer must submit its proposed ISBE Participation Rate in a sealed envelope or via sealed electronic submission at the time it submits its proposed total contract price. The Proposer shall be responsible for completing and submitting all standard forms adopted pursuant to 105-RICR-90-10-1.9 and submitting all substantiating documentation as reasonably requested by either the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to the names and contact information of all proposed subcontractors and the dollar amounts that correspond with each proposed subcontract.
2. Failure to Submit ISBE Participation Rate. Any Proposer that fails to submit a proposed ISBE Participation Rate or any requested substantiating documentation in a timely manner shall receive zero (0) ISBE participation points.
3. Execution of Proposed ISBE Participation Rate. Proposers shall be evaluated and scored based on the amounts and rates submitted in their proposals. If awarded the contract, Proposers shall be required to achieve their proposed ISBE Participation Rates. During the life of the contract, the Proposer shall be responsible for submitting all substantiating documentation as reasonably requested by the Using Agency's MBE/WBE Coordinator, Division, ODEO, or Governor's Commission on Disabilities including but not limited to copies of purchase orders, subcontracts, and cancelled checks.
4. Change Orders. If during the life of the contract, a change order is issued by the Division, the Proposer shall notify the ODEO of the change as soon as reasonably possible. Proposers are required to achieve their proposed ISBE Participation Rates on any change order amounts.
5. Notice of Change to Proposed ISBE Participation Rate. If during the life of the contract, the Proposer becomes aware that it will be unable to achieve its proposed ISBE Participation Rate, it must notify the Division and ODEO as soon as reasonably possible. The Division, in consultation with ODEO and Governor's Commission on Disabilities, and the Proposer may agree to a modified ISBE Participation Rate provided that the change in circumstances was beyond the control of the Proposer or the direct result of an unanticipated reduction in the overall total project cost.

- **MBE, WBE, AND/OR Disability Business Enterprise Participation Plan Form:**

Attached is the MBE, WBE, and/or Disability Business Enterprise Participation Plan form. Bidders are required to complete, sign and submit with their overall proposal in a sealed envelope. Please complete separate forms for each MBE, WBE and/or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.



**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS
DEPARTMENT OF ADMINISTRATION
ONE CAPITOL HILL
PROVIDENCE, RHODE ISLAND 02908**

MBE, WBE, and/or DISABILITY BUSINESS ENTERPRISE PARTICIPATION PLAN

Bidder's Name:

Bidder's Address:

Point of Contact:

Telephone:

Email:

Solicitation No.:

Project Name:

This form is intended to capture commitments between the prime contractor/vendor and MBE/WBE and/or Disability Business Enterprise subcontractors and suppliers, including a description of the work to be performed and the percentage of the work as submitted to the prime contractor/vendor. Please note that all MBE/WBE subcontractors/suppliers must be certified by the Office of Diversity, Equity and Opportunity MBE Compliance Office and all Disability Business Enterprises must be certified by the Governor's Commission on Disabilities at time of bid, and that MBE/WBE and Disability Business Enterprise subcontractors must self-perform 100% of the work or subcontract to another RI certified MBE in order to receive participation credit. Vendors may count 60% of expenditures for materials and supplies obtained from an MBE certified as a regular dealer/supplier, and 100% of such expenditures obtained from an MBE certified as a manufacturer. This form must be completed in its entirety and submitted at time of bid. **Please complete separate forms for each MBE/WBE or Disability Business Enterprise subcontractor/supplier to be utilized on the solicitation.**

Name of Subcontractor/Supplier:			
Type of RI Certification:	<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> Disability Business Enterprise
Address:			
Point of Contact:			
Telephone:			
Email:			
Detailed Description of Work To Be Performed by Subcontractor or Materials to be Supplied by Supplier:			
Total Contract Value (\$):		Subcontract Value (\$):	ISBE Participation Rate (%):
Anticipated Date of Performance:			

I certify under penalty of perjury that the forgoing statements are true and correct.

Prime Contractor/Vendor Signature	Title	Date
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Subcontractor/Supplier Signature	Title	Date

M/W/Disability Business Enterprise Utilization Plan - RFPs - Rev. 5/24/2017

EXHIBIT 1

SELECTED STANDARD OPERATING PROCEDURES

Please refer to the zip file link which is attached to the bid to view Selected Standard Operating Procedures.

EXHIBIT 2

CONTRACT PERFORMANCE MANAGEMENT PROGRAM

STATEWIDE TRANSPORTATION SYSTEM MANAGER

Contract Performance Measurement Plan

The primary tool supporting this portion of the program is a package of interrelated performance measures. This provides for an integrated performance measurement and reporting program that facilitates a comprehensive understanding of System Manager performance, and that provides for feedback to the System Manager. This plan is designed to provide RIDE with a structured and consistent tool to first understand, and then take action to improve both the System Manager and RIDE's performance. The compliance monitoring plan ensures that the System Manager meets their contractual obligations. The performance measurement plan provides an opportunity for the System Manager to demonstrate their commitment and wherewithal to provide service above and beyond the minimum requirements established by the contract. **RIDE will assign a contract performance manager to work with the system manager on a monthly basis to review contract performance.**

The structure for the package of performance indicators is based on three major categories of outcome-driven measures:

- *Reliability* – Measures that assist RIDE in determining and improving the timeliness and accuracy of financial and statistical services and reporting by the System Manager
- *Responsiveness* – Measures that assist RIDE in determining and improving the responsiveness of the System Manager to the needs of RIDE and its customers
- *Cost* - Measures that assist RIDE to improve the overall efficiency and effectiveness of its operations.

The actual measures will be determined annually and submitted to the System Manager prior to the start of service in each contract year. This package of performance measures will not be definitive. Rather, it will be designed to provide a consistent framework, with the expectation that the list of measures will expand and evolve over time. Data collection, measurement, analysis, and reporting of performance will be a continuous effort.

Contract Performance Management Program:

The Contract Performance Management Program is a non-punitive, joint, supportive program of contract compliance monitoring and performance measurement designed to enhance and improve Transportation service delivery in a continuous improvement cycle.

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

In addition, and as a supplement to the Contract Performance Management Program, the System Manager will be responsible for meeting or exceeding certain minimally acceptable service levels and standards of performance. The System Manager will monitor, track, account for, and report to the Rhode Island Department of Education the data and information required to determine the System Manager's success in meeting or exceeding the established standards.

The Contractors will comply with three (3) minimally acceptable standards of performance that apply to RIDE, its transportation contractors and its customers.

- i) Reliability – Ensuring the timeliness and accuracy of finances, including payable and receivables and reporting, as well as statistical analysis/reporting, are critical to the success of the program. The System Manager is expected to meet established deadlines. A variance of no more than three (3) days shall be acceptable unless otherwise approved in advance by the Director of Statewide Efficiencies based on unavoidable circumstances. In addition, the System Manager shall ensure that systems are in place to eliminate errors in this area and initiate appropriate corrective action to minimize the potential for reoccurrence. The need for correction to financial data based on known factors on a repeated monthly basis is not acceptable. This is a zero tolerance standard of performance.
- ii) Responsiveness – To meet the needs of RIDE and its customers, the System Manager will ensure that inquiries, student/program changes, data requests, and complaints are handled in accordance with SOPs and IOPs and that resolution occurs in a timely manner. Routine day-to-day routing changes, inquiries, requests and complaints must be responded to, and to the extent possible, resolved within four (4) days unless escalated to the Associate Director.
- iii) Cost Effectiveness/Efficiency – The System Manager is responsible for ensuring that the statewide program is both efficient and effective from a cost and delivery perspective. Run times, cost per rider and routing efficiencies will be key factors in analyzing effectiveness and efficiency.

The data and information required to calculate and track System Manager performance will be provided to the Rhode Island Department of Education not later than the 20th 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 System Manager will be deemed to be in non-compliance if the following events occur:

- The data is not reported for two (2) consecutive months
- The data is reported late for four (4) consecutive months
- One or more standards of performance is not met for two (2) consecutive months; not limited to the same item recurring.

If a non-compliance situation occurs, the System Manager 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 sixty (60) days of its initial occurrence; otherwise a Minimum Service Level Criteria Performance Withholding may be imposed.

The System Manager will comply with Rhode Island Department of Education directives to improve operations and outcomes that fall below the established standards.

b) 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 System Manager.
 - (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 System Manager 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 System Manager the withheld amounts.
- iv) The Rhode Island Department of Education will notify the System Manager 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 System Manager.

c) Contract Performance Assessment

To ensure consistency in the performance of this contract, RIDE will meet with the System Manager on a quarterly basis to provide feedback on performance with the goal of continuous improvement. This is the primary formal method of feedback to be provided to the System Manager. Feedback from the System Manager will help guide any necessary changes.

EXHIBIT 3

Contract Compliance Monitoring:

The selected System Manager vendor will be subject to annual contract compliance monitoring activities to ensure:

1. Contracted service obligations are achieved
2. Data, information, and required reports are submitted accurately and on time
3. Administrative and legal contract requirements are met

Performance Measures:

Performance accountability for the above-referenced tasks will utilize a combination of checklists, audit of records, inspection of activities, and require vendor submission of contract compliance reports to RIDE. RIDE will utilize three specific types of performance measures to determine satisfactory management team performance:

1. Minimally Acceptable Performance Standards – measures related to contractually obligated service requirements:

a. Reliability – Ensuring the timeliness and accuracy of finances, including payable and receivables and reporting, as well as statistical analysis/reporting, are critical to the success of the program.

- i. The System Manager must meet RIDE established deadlines. A variance of no more than three (3) days shall be acceptable unless otherwise approved in advance by the Associate Director of Statewide Efficiencies based on unavoidable circumstances.
- ii. System Manager shall ensure that systems are in place to eliminate errors and initiate appropriate corrective action to minimize the potential for reoccurrence. **The need for correction to financial data based on known factors on a repeated monthly basis is not acceptable. This is a zero tolerance standard of performance.**

b. Responsiveness – measures related to customer service requirements:

- i. To meet the needs of RIDE and its customers, the System Manager will ensure that inquiries, student / program changes, data requests, and complaints are managed in accordance with Standard Operating Procedures (SOPs) and Internal Operating Procedures (IOPs) and that resolution occurs in a timely manner.
- ii. Routine day-to-day routing changes, inquiries, requests and complaints must be responded to and resolved within four (4) business days.

c. Cost Effectiveness / Efficiency – measures related to ensuring that the statewide program is both efficient and effective from a cost and delivery perspective.

- i. Run times, cost per rider, and routing efficiencies will be key factors in analyzing effectiveness and efficiency.
2. **Contract Performance Enhancement Measures (CPEM)** – The goal of performance management is to enable continuous improvement. This begins with ensuring compliance with contractual requirements and minimum acceptable standards of performance. However, improvement is assessed by measuring, analyzing, and effecting change in particular areas of interest or concern. These flexible measures will vary over the term of the contract. Current areas of focus for RIDE include avoiding repeat errors through new auditing and process control parameters; managing the customer rate-setting methodology successfully; and implementing a more sustainable financial management process. Current CPEM measures utilized include:
 - a. **Monthly Accounting Allowable Error Threshold** - This metric ensures accountability to the vendor and customer invoicing methodology. This requires a month-over-month tie-back between amounts charged by the contractors and the amounts billed to the customer school districts.
 - b. **Error Correction Window** – This metric ensures accountability relative to the timely correction of errors exceeding an identified timeline threshold.
 - c. **Fund Balance - Actual & Trend** – This metric ensures the balance of payables and receivables such that the fund balance remains within a pre-established target range at all times.
 - d. **Accounting System Plan of Action** – This metric ensures the creation of an auditable database of information coupled with output modules that will be flexible enough to manage an automated monthly accounting process.
 - e. **Cost Allocation Methodology Plan of Action** – This metric ensures that invoicing milestones are accurately completed accurately and on time.
 3. **Key Performance Indicators (KPI)** – Externally focused measures designed to inform RIDE and its stakeholders of overall transportation system performance. Current KPIs utilized include:
 - a. **Complaint Response** - Average days to resolve customer requests or complaints
 - b. **Monthly Complaint Ratio** - Total customer service requests / Total Bused Students / 100
 - c. **Cost per District** - Cost associated with each school district per month
 - d. **Cost per Bus (by Program)** - Cost breakdown by bus, by program (e.g., Regular Education, Special Education)
 - e. **Average Run Time (by Program)** - Display times, by program (e.g., Regular Education, Special Education)
 - f. **Total Route Cycles** - Lists total runs (AM/PM), by program (e.g., Regular Education, Special Education)

CONTRACTOR PERFORMANCE ASSESSMENT

RIDE’s contract program manager will conduct an annual Contractor Performance Assessment, which is a formal process of review, documentation, discussion, and corrective action planning between RIDE and the selected vendor.

ANNUAL CONTRACT COMPLIANCE AUDIT CHECKLIST

Refer to the contract compliance audit checklist template on the following page(s).

<p>Annual Contract Compliance Audit Checklist</p> <p>Vendor Name:</p> <p>Contract Year: 2020/21</p>	<p>RIDE Office of Statewide Efficiencies</p> <p>Transportation; Office of the System Manager</p>
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Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
Section I					
4.	Contract Officer	The Contractor agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3.			
5.	Project Officer	The project officer, as specified in SECTION I A4, is responsible for coordinating and reporting work performed by the Contractor under this agreement.			
6.	Delays	Whenever the Contractor has knowledge that any actual or potential situation is delaying, or tends to delay the timely performance of work under this Agreement, the Contractor shall immediately give written notice thereof, including all relevant information with respect thereto, to RIDE.			
8.	Federal Funding Provisions	...the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grant... The Contractor specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
10.	Administrative, Contractual, or Legal Remedies	The Contractor shall, in a satisfactory and proper manner in accordance with industry standards, complete all obligations and duties as stipulated in this Agreement.			
12.	Indemnification and Insurance	...Contractor agrees to add the State of Rhode Island and RIDE as additional insureds under its general liability policy and to provide RIDE with a certificate of insurance verifying that the State and RIDE are additional insureds under said policy.			
13.	Recordkeeping / Inspection of Records and Reports	The Contractor agrees to keep discrete financial records of expenditures made under this Agreement, including time records of employees whose work is to be charged in whole or in part to this Agreement; to maintain such records in accordance with standard accounting practices; to make such records available on request...			
14.	On-Site Inspection	The Contractor agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement...			
17.	Proprietorship	...The Contractor further understands and agrees to abide by federal regulations, requirements, and policies governing the disposition of equipment or property purchased with funds made available to the Contractor under this Agreement or with funds identified by the Contractor as matching expenditures under this Agreement. The Contractor agrees to maintain an equipment inventory list under this Agreement and to identify related equipment properly for inspection.			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
18.	Copyright	Reports or other documents produced in whole or in part under this Agreement shall either bear no copyright notice or indicate that the Contractor and RIDE are Joint Owners of the copyright.			
20.	Publicity	The Contractor will give due credit to RIDE and the appropriate state and/or federal agencies...			
21.	Interest of the Contractor	The Contractor 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. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.			
22.	Equal Employment Opportunity	The Contractor agrees to abide by applicable provisions of 41 CFR Part 60-1.4 and Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor...			
23.	Drug Free Workplace Policy	The Contractor agrees to maintain and enforce its Drug Free Workplace Policy.			
25.	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.			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
27.	Licensure/ Certification	The Contractor shall have any and all licenses necessary to operate his/her facility 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.	Anti-Lobbying	The Contractor must comply with all federal laws restricting and/or limiting lobbying activities...			
31.	Suspension & Debarment	Non-federal entities are prohibited... from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred.			
Section II					
II	Scope of the Work	<p>The Contractor agrees to perform the services as detailed in RFP #TBD.</p> <p><i>The following section elements are drawn from the referenced document, Section III – Scope of Work.</i></p> <p><i>Compliance will be determined relative to the requirement and the manner in which the service will be delivered as described in the vendor’s proposal submitted in response to the RFP.</i></p>			
III	Payment Terms	The System Manager shall submit monthly invoices to RIDE, on a form acceptable to RIDE, on or before the 10th of each month.			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
Appx. A	Budget	It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor... variations shall not in themselves be cause for disallowance... provided, however, that the Contractor shall notify the contract officer of the variance and obtain pre-approval, in writing; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDE under this Agreement if such expenditure shall have been incurred in a line item category not listed above...			
RFP #7549480					
2.0	School Bus Contractor Management	<i>As listed in subsections below</i>			
2.1	Operations Oversight	Procedures: The System Manger will coordinate with the Bus Contractors to ensure that all driver handbooks are comprehensive. Student Behavior Management: To ensure the safe transportation of students, the System Manager will annually, and on an on-going basis as needed, review with the Bus Operators the standard operating procedures (SOP)...			
2.2	Training and Safety Coordination	The System Manager will be required to monitor and evaluate all facets of safety requirements, as specified in the contracts with the Bus Contractors...			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
2.3	Operational Records Management	<p>The System Manager will be responsible for regularly collecting, reviewing and evaluating these (operational) reports...</p> <p>The System Manager will also be responsible for preparing quarterly performance reports for RIDE on measures previously agreed to with RIDE and subject to change.</p> <p>In addition, selected elements of the performance reports will be identified and communicated on a quarterly basis to the bus contractors.</p>			
2.4	Quality Assurance	<p>...it will be a primary responsibility for the System Manager to consistently monitor the qualitative components of the bus service.</p> <ul style="list-style-type: none"> • Ensure that all drivers who operate vehicles for pupil transportation have the proper license... • Ensure that all drivers do a pre-trip inspection of their vehicles... • Ensure that all drivers are dressed appropriately... • Ensure that bus drivers and aides who display inappropriate behavior are warned, suspended or terminated... • Ensure that all vehicles transporting students have valid state inspections, completed preventive maintenance, proper vehicle certifications... • Ensure that all vehicles have the proper insurance coverage as dictated by state regulations... 			
3.0	Operations Management	<i>As listed in subsections below</i>			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
3.1	Standard Operating Procedures	The System Manager is required to monitor compliance by its staff and bus contractors with the SOPs and IOPs and recommend revisions that may be necessary...			
3.2	Data Management and Coordination	Some key elements of this responsibility include the following: <ul style="list-style-type: none"> • Establishing a standard student data reporting protocol. • Regularly updating and maintaining the geographic database. • Maintaining a computer-based communications system to convey bus schedule. • Providing and maintaining a call-alert, outreach system. • Maintaining a report library and database. 			
3.3	Route Development and Management	The System Manager will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes and route packages. The process of managing the bus routes will include coordinating the schedules with input from the Bus Contractors. The System Manager will also provide and maintain a computerized roster system with student rosters by bus, by bus stop and by student.			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
3.4	Routine Dispatch Operations	<p>possible examples of expected functions include, but are not limited to:</p> <ul style="list-style-type: none"> • Employ additional temporary staff as required. • Handle first-line school administrator and parent complaints. • Convey route changes or bus schedules to schools and parents. • Communicate on a daily, as needed, basis with the terminal managers. • Provide phone coverage and command/ control functions during inclement weather and during accidents or emergencies. 			
3.5	Emergency/ Inclement Weather Response	<p>Inclement Weather: the System Manager will monitor communications and work with the school districts and Bus Contractors.</p> <p>Accidents: The System Manager will be responsible to compile all data for accidents involving school vehicles under contract to RIDE.</p> <ul style="list-style-type: none"> • Notify RIDE’s Director of Statewide Efficiencies. • Ensure that the Bus Contractors submit detailed, written reports. <p>Community Emergency Response: In the event of a civil emergency, the System Manager will work with the school district and the Bus Contractors</p>			
4.0	Financial Management	<i>As listed in subsections below</i>			
4.1	Budget Activities	This will include preparing the billing rates and the annual transportation budget for client school districts using the transportation services each year.			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
4.2	Vendor Invoicing Review	<p>The review of the invoices will entail specific procedures, including the following:</p> <ul style="list-style-type: none"> • Verification of rate charges and hours. • Review and verification of route changes. • Adjustments for missed scheduled routes. • Quarterly calculation and adjustments for variances. <p>The System Manager will review any such adjustments or billing discrepancies with the Bus Contractors, and keep a written record of the results of the discussion and the adjustments. After this, the System Manager will approve payment and submit the adjusted invoice to the Office of Statewide Efficiencies.</p>			
4.3	School District Billing for Transportation Services	<p>The System Manager, in conjunction with the Office of Statewide Efficiencies, will prepare and manage the monthly billings to participating school districts.</p> <p>The System Manager is responsible for follow-up with the districts on outstanding payments and documenting the results of the contact on the internal system.</p>			
4.4	Transportation Contract Audit Activities	<p>The System Manager will be responsible for conducting regular annual audits and periodic onsite inspections / audits to ensure that the Bus Contractors are performing under the terms of the Transportation Contract.</p> <p><i>Note: Compliance will be determined relative to implementation of the CPMP, as defined and approved by RIDE.</i></p>			
5.0	Client Services	<i>As listed in subsections below</i>			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
5.1	Transportation Advisory Committee	...The System Manager will be expected to work with RIDE and the Advisory Committee to define solutions to issues brought to the Advisory Committee.			
5.2	Communication Functions	<p>Some examples of the basic communications requirements include, but are not limited to, the following:</p> <ul style="list-style-type: none"> • Staff the office each day schools are in session from approximately 6:30 a.m. until the last child has been dropped off. • School district personnel, Bus Contractor personnel, and other appropriate individuals must be able to contact the System Manager and/or staff at any time for emergency purposes. • When schools are dismissed early or regular dismissals experience adverse weather conditions, the System Manager's office must have staff on duty until every student has been safely transported. <p>The communications system envisioned includes, but is not limited to the following requirements:</p> <ul style="list-style-type: none"> • Sufficient staff to answer all incoming calls from 6:30 a.m. until the last student drop off. Voice mail as a routine response is NOT acceptable. • A general access number. • Separate telephone lines for each of the System Manager's staff. • A separate direct / emergency access number. • A separate cell phone number. • A web page for the statewide transportation system. 			

Article/ ID	Contract Title	Requirement	Compliance		Corrective Action and Notes
			Yes	No	
5.3	Transportation Notifications and Requests	<p>The System Manager will notify in writing each parent or guardian at least two weeks prior to the start of the new school year of.</p> <p>The System Manager will also notify each parent or guardian in writing or via telephone whenever.</p> <p>The System Manager will ensure that specific protocols are followed by the bus contractors, districts, and schools.</p> <p>The System Manager shall provide knowledgeable staff.</p>			
5.4	Complaint Management	The System Manger will develop and implement an internal operating procedure and electronic system for the intake, recording, routing, and resolution tracking of requests and complaints.			
6.0	Performance Management Programs	<i>Compliance will be determined and approved by RIDE.</i>			

EXHIBIT 4

BUDGET MULTI-YEAR PROJECTS

The Contractor estimates that its budget for work to be performed under this Agreement is as follows:

<u>Expense Category</u>	<u>Estimated Expenditures</u>			
	Year1	Year 2	Year 3	Year 4
1. Employee Salary and Benefits	0	0	0	0
1. Purchased Services	0	0	0	0
3. Supplies and Materials	0	0	0	0
4. Travel	0	0	0	0
5. Printing	0	0	0	0
6. Office Expense	0	0	0	0
7. Other: <i>(describe)</i>	0	0	0	0
8.	0	0	0	0
Subtotal	0	0	0	0
Indirect Cost *	0	0	0	0
TOTAL	0	0	0	0

It is understood and agreed that the amounts indicated above for the several line items are estimates of expenditures to be incurred by the Contractor on behalf of this Agreement and to be claimed by the Contractor for reimbursement under this Agreement. It is further understood and agreed that actual expenditures may vary from the estimates set forth above and that such variations shall not in themselves be cause for disallowance of reimbursement by RIDE; provided, however, that the Contractor shall notify the contract officer of the variance and obtain pre-approval, in writing; and provided further that unless permission of the contract officer shall have been obtained in advance, no expenditure shall be claimed by the Contractor for reimbursement by RIDE under this Agreement if such expenditure shall have been incurred in a line item category not listed above. Transfer of funds between categories requires prior written approval by RIDE. In no event shall the total amount of reimbursement claimed by the vendor under this agreement exceed the total approved contract amount.

**** Attach a copy of the approved indirect cost documentation***

BUDGET DETAIL SHEET *
 FISCAL YEAR _____

EMPLOYEE SALARY AND BENEFIT DETAIL (TOTAL COMPENSATION) **

NAME	POSITION TITLE	NUMBER OF HOURS	HOURLY RATE (including benefits)	SALARY and BENEFIT TOTAL \$
TOTAL REQUEST				

PURCHASED SERVICES DETAIL

NAME	POSITION TITLE	HOURS	HOURLY RATE \$	TOTAL \$
TOTAL REQUEST				\$

OTHER EXPENDITURES DETAIL

EXPENSE CATEGORY	DESCRIPTION	TOTAL
Supplies and Materials		
Travel ***		
Printing		
Office Expense		
Other: <i>(describe)</i>		
Indirect Cost		

Total \$

* Please include a detail budget sheet for each state fiscal year (July 1st – June 30th)

** Please round hourly rates to the nearest whole dollar and ensure there are no rounding differences with the extended totals.

*** Reimbursement for travel within the continental United States is limited to the per diem rates established by the General Services Administration (GSA). Per diem rates are posted at www.gsa.gov/perdiem.

EXHIBIT 5

PROPOSAL QUESTIONNAIRE

The following questionnaire is a required component of this Request for Proposals. The information you provide will be used for evaluating both the qualifications and the capacity of the Proposer to perform the services described in this RFP. The questionnaire must be filled out accurately and completely and submitted with the other parts of your proposal. Any errors, omissions, or misrepresentations of the information requested may be considered as a basis for rejecting your proposal and may be grounds for cancelling any agreement executed as a result of the Request for Proposals.

When completed, your response to this questionnaire will be considered part of the *System Management Service Agreement*. If you expect that your company policies or practices will change from those currently in place, you must note the policies and practices your company anticipates it will follow if awarded the contract.

I. DESCRIPTION OF CONTRACTOR'S ORGANIZATION

A. FIRM

Firm Name:

Address:

Telephone:

Fax Number:

Web Page:

B. TYPE OF ORGANIZATION

Corporation (List officers and positions):

State in which incorporated:

Subsidiary (Give name and address of Parent Corporation):

Is your firm or a parent firm publicly held? Yes / No

If not, what private individuals own your firm? Who are the general partners?

C. NATURE OF OPERATIONS

1. Is your firm currently engaged in providing student transportation management services under a contract with a public school district or state agency? Yes / No

a. Number of years in business?

- b. Number of school districts or political entities served?
 - c. Are you currently, or have you ever, provided transportation management services for special education students? Yes/ No
 - d. If yes, for how many years have you provided this service?
2. Please provide a listing of customers, currently being served by your company, that are of equal size to the State of Rhode Island. For each of these please submit the name and phone number of a contact person who has immediate knowledge of your service and performance results.
3. Has any public school district or agency terminated or otherwise ceased to use your company's services over the past ten (10) years? If so, please list the name of the contracting school district, its location, and the reason for termination.

D. MANAGEMENT

In response to this section, please include with your proposal the résumés of the key personnel (if known) described in #1 and #2 below.

1. RIDE strongly believes that the individuals holding the primary management positions are critical to the provision of consistent and high quality transportation management services. While it is understood that the actual persons for these positions may not be selected at this time, please provide the résumé for the person who would be assigned to this project as the Manager. The following points of information should be included in the resume or on a separate document:
- a. Name and educational qualifications:
 - b. Tenure with your firm in years:
 - c. Experience in related positions within your firm or with other firms in years:
 - d. Current and two most recent previous positions, including the location (School District) of the position, the position's title, a description of responsibilities including number of buses and/or drivers, and the dates in which the position was held:
2. Please provide the name(s) of those persons within your firm who would have immediate authority over the Manager you propose in Item 1.
3. Please list key staff members (if known) who will comprise the staff for the System Manager for route planning; customer service and auditing/ financial management, and any other staff positions. Please provide the following information for each of these persons:
- a. Name (s) and educational qualifications:
 - b. Tenure with your firm in years:
 - c. Experience in related position within your firm or with other firms in years:

- d. Current and most recent previous position, including the location of the position, the position's title, a description of responsibilities, and the dates in which the position was held:
4. Attach an organizational chart of your firm to this questionnaire indicating the person(s) assigned to this project (If not known at this time, indicate the position(s) on the chart).
5. Explain the relevant industry training that your Firm provides to your management team and staff:

II. TRANSPORTATION OPERATIONS MANAGEMENT

A. SCHOOL BUS CONTRACTOR MANAGEMENT

1. What experience does your firm have in developing policies and standard operating procedures for student transportation?
2. What is the process you envision for ensuring compliance by the Bus Contractor with the requirements of the Transportation Contract? Examples include driver certification and background checks, preventive maintenance compliance, reported load and mileage, and others.

B. OPERATIONS MANAGEMENT

1. Describe the information technology capabilities of your firm. What computer-based logistical planning tools, operations management software, and communication applications have you used or are you using now? (Examples include route planning software, database programs, Internet-based applications, and others).
2. Which student transportation route planning software products have you worked with for other clients? Which are you proficient on? Do you have a current site license for this/ these software products?
3. What is your staff's experience in route planning and design? Have they used technology-based solutions to redesign routing systems, or to optimize routes and schedules? How? What were the results?
4. What are the methods you have used to answer, record, coordinate, follow-up and evaluate public complaints and service requests? How have you coordinated this with the Bus Contractor and School District? What medium including information technology have you used to manage this?
5. For non-routine operations, what are the procedures you use to manage and coordinate communications, command and control for the following: (Describe planning process, communications protocols, how standard operating procedures are implemented and coordinated with schools and Bus Contractor)
 - a) Inclement weather:
 - b) Vehicle accidents or injury incidents:
 - c) Missing child responses:

d) School evacuation:

e) Community/ civil emergency:

C. FINANCIAL MANAGEMENT

1. Has your firm developed transportation budgets and billing schedules? Describe the process used.
2. Describe how you have verified charges received from bus contractors for previous or current clients. How is this done? How frequently? How are additional charges and credits for route changes, calendar variances, etc. checked and authorized?
2. Understanding that the statewide system currently bills school districts for service on a per student rider basis each month, please describe the best practices you have used to ensure that clients/districts are billed in an accurate and timely manner for services.
3. Explain the process(es) you use or have used in the past to audit and verify fuel charges or surcharges from the Bus Contractor. How are gallon usage allowances monitored against authorized vehicle usage under the transportation contract? How frequently is this done? Are “spot audits” performed on site? What controls have you instituted?

D. CLIENT SERVICES

1. How have you managed past contract implementations and roll-outs for clients? Explain the key tasks you coordinated, time lines, and how information technology tools and/ or master plans were integrated.
2. Describe in detail the communications systems used to manage clients. What kinds of technology were employed? What were the procedures and protocols for general communication? Emergencies?
3. How have you managed route and student change notifications? How was this coordinated with the bus contractor? What technology was employed? What forms and conveyance media were used?
4. Describe the process you have employed for managing student disciplinary responses. What role did your firm play with the school district, parent, and bus contractor? How were discipline responses followed-up? Did you audit and evaluate student discipline on the buses? How?

VII. FINANCIAL AND CREDIT INFORMATION

1. Please submit credit references or a Dunn & Bradstreet profile on your company.
2. Please provide terms and conditions for any discount for payments made by RIDE to your firm within thirty (30) or fewer business days of invoice receipt.

VIII. OTHER INFORMATION

Do you survey your customers, parents, and/or employees to determine satisfaction with the services your company provides? If so, please describe your survey process and what your company does with the final results.

Name of Firm

Name of Authorized Agent (Print or Type)

Title

Signature of Authorized Agent

Date

EXHIBIT 6

PROPOSED TRANSITION/ IMPLEMENTATION PLAN

Registration for transportation services for the upcoming summer and fall begins on or about April 1st. Given that the selection of a System Manager for this contract will likely occur by the end of May 2015, we are asking you to describe how you would envision planning and implementing this process in coordination with RIDE, the Bus Contractors, the parents, students, and school administrators.

1. *Initial Implementation Plan:* Please provide a plan and schedule for initially implementing transportation management and routing services should your firm be selected as the successful proposer. Your plan should address:

Recruitment / relocation of management and supervisory personnel

Selection and training of staff

Employee orientation

Communications with the Bus Contractors;

Updating the website to disseminate information;

Database interface or other methods to integrate student, school, and other primary data from the school districts and schools

Database interface or other methods to integrate accounting and financial data with the Statewide Efficiencies Office.

2. *Organization Structure:* Attach a proposed organization chart showing the relationships with the System manager staff to RIDE (designated person to be determined) and the Bus Contractors. The chart should also show “dotted line” reporting relationships with parents and school districts.

3. *Start-up Milestone Activities and Dates:* What are the key dates and completed tasks for implementing the contract? At a minimum, your response should include the following:

Delivery of a technology rollout plan

Management and support staff hired and in place

Implementation of route planning software and conversion of existing data

Final implementation of student and geographic databases and conversion of existing data

Implementation of communications center/ stress testing system

Ongoing adjustments to routing for July-Aug 2015 extended school year (ESY) programs – Note: Preliminary routing/schedules for ESY 2015 will be developed by the current System Manager.

Development of bus routes and schedules prior to the start of the 2015-16 school year with ongoing adjustments throughout the year.

Final review and road audit of bus routes and schedules

4. *Communication:* Please discuss the communication plan and timeline you will use to ensure that ongoing communication is clear and timely. At a minimum, your response should address the following areas:

Coordination/ verification of student or schedule changes with the Bus Contractor;

Notification of changes to routes and schedules for special education and regular education students;

Emergency/ accident notification and action response plan;

Special “hot lines” and other communication media between the Bus Contractor operations center and key RIDE personnel and school administrators;

Communications technology to be used and process for handling parent complaints, requests, or other contacts;

Process for handling non-English speaking parents and students; and

Evaluation process to monitor and assess service quality on a continuing periodic basis.

5. *Use of Technology:* How do you plan to use information technology tools to coordinate bus schedules, regular reporting, fleet maintenance, billing, communications to integrate transportation student transportation services for Rhode Island? Be as specific as possible as to the types of tools you are talking about, such as e-mail, software applications you are will use, GPS/ AVL technology, and other relevant items. Please address your plan to implement real time GPS tracking of buses under this contract.

6. *Operating Procedures:* How will you develop procedures needed for operating factors such as how parents are notified of schedule changes, who to contact in the event of unanticipated changes to a student’s transportation needs, daycare transportation, behavior concerns, handling unique physical and medical needs of individual students, and more?

7. *Internal Controls and Audit Functions:* A large part of the responsibilities of the System Manager will involve administering the Transportation Contract and the financial responsibilities around it. What internal control mechanisms, audit procedures, reporting requirements, cost analyses, and data verification procedures will you employ to do this? Some examples of possible areas of administration include, but are not limited to, the following:

Records needed for program and fiscal audits to which the school districts and/ or RIDE may be subjected

Bus Contractor payments and school district invoicing

Compliance for drivers’ license checks, CDL endorsements, and other qualification requirements

Bus Contractor staff and driver training and in-service instruction

Bus Contractor mileage and reported fuel consumption

Bus Contractor preventive maintenance vehicle state inspection

Student load counts

Driver bus route assignments and vehicles

Bus incidents and accidents, and third party damage claims

EXHIBIT 7

STATEWIDE TRANSPORTATION RFP

The Request For Proposals #7598804, “Statewide Transportation System for Students”, dated June 27, 2019 is appended to this solicitation by a link to the documents on the State Division of Purchases website. The link is as follows:

<http://www.purchasing.ri.gov/bidding/BidDocuments.aspx?BidNumber=7598804&Isridot=False&Status=Open>
[ed](#)

Proposers should refer to the information contained in the referenced RFP in developing their proposal submission.

EXHIBIT 8

BID DEPOSIT AND PERFORMANCE BOND

BID DEPOSIT

This proposal must be accompanied by a refundable bid deposit in the form of a bid bond, a certified check, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the General Treasurer, State of Rhode Island. The bid bond shall be with a surety satisfactory to RIDE, and conditioned upon the faithful performance by the principal of the agreements contained in the Request for Proposals. The amount of such bid deposit shall be TWENTY FIVE HUNDRED DOLLARS (\$2,500.00).

PERFORMANCE BOND

Notice from the Contractor's bonding company, which states that the contractor, if awarded the contract, is bondable for the full performance of the contract must be provided and attached.

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

\$_____ for the first year amount of the contract (Designated Bid Award Amount).

The annual cost of the Performance Bond shall not be included in the proposer's cost calculation.

IRREVOCABLE LETTER OF CREDIT

An irrevocable letter of credit (LOC), satisfactory to RIDE, may be substituted for the required performance bond. An LOC from the Contractor's bonding company or bank, must state that an irrevocable letter of credit made out to RIDE will be issued for the full amount of the contract if the Contractor is awarded the contract.

SIGNATURE: _____

PRINTED NAME: _____

COMPANY: _____

DATE: _____

EXHIBIT 9

VENDOR INFORMATION AND REFERENCES

The undersigned proposes to furnish services starting July 1, 2015 through June 30, 2018, TRANSPORTATION MANAGEMENT SERVICES to RIDE in accordance with the aforementioned specifications.

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

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

Has bidder or bidder principal(s) been involved in a Chapter 11 bankruptcy proceeding within the past ten years? _____Y/N

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

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

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

List the names of public school districts with which you are currently contracting and attach letters of reference.

1. School District: _____ Contact: _____

Type of Service: _____ Phone: _____

2. School District: _____ Contact: _____

Type of Service: _____ Phone: _____

3. School District: _____ Contact: _____

Type of Service: _____ Phone: _____

Comments/Explanation (Optional):

EXHIBIT 10

AUTHORIZATION FOR RELEASE OF REFERENCE INFORMATION

DATE: _____

NAME OF
PROPOSING BIDDER: _____

I hereby authorize _____ (References) to release any and all information regarding our transportation performance.

Furthermore, I agree to hold _____ (References) 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)

EXHIBIT 11

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.

EXHIBIT 12

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: _____

EXHIBIT 13

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 the proposer has informed himself/herself 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 their 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 MANAGEMENT SERVICES 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: _____