

# STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Department of Administration DIVISION OF PURCHASES One Capitol Hill

Providence, RI 02908-5855

Tel: (401) 574-8100 Fax: (401) 574-8387

Website: www.ridop.ri.gov

# **ADDENDUM #2**

March 13, 2020

RFI #7602791

TITLE: Statewide Transportation System Oversight and Management - RIDE

Submission Deadline: March 27, 2020 1:30 PM (Eastern Time)

# ATTACHED ARE THE VENDOR QUESTIONS WITH STATE RESPONSES. NO FURTHER QUESTIONS WILL BE ANSWERED.

Interested Parties should monitor this website on a regular basis, for any additional information that may be posted.

**Robert DeAngelis** 

**Senior Buyer** 

Attached are the vendor questions for RFP #7602791 Statewide Transportation System Oversight and Management – RIDE

#### Vendor A

What should the maximum length of the technical proposal be? On page 25, it is listed as 10-20 pages maximum, excluding appendices and resumes of key staff. On page 29 is states six (6) page maximum. The written technical proposal should be 10-20 pages in length

#### Vendor B

- 1. From our read, the State's RFP contemplates holistic management of its pupil transportation system. In our solution, system management is highly automated and provided largely through innovative and well-integrated software. Where applicable (communication to parents, billing of bus contractors, routing, dispatch, customer service, etc.) management functions would be automated / provided through a software product. Where not applicable (monitoring student behavior, reviewing bus contractor SOPs, checking drivers pre-shift, discipline of students, etc.) we would provide local personnel. Is RIDE open to software and technology products that serve major management functions to the full extent possible? Yes
- 2. On page 7 of the RFP, RIDE states that "This RFP is for the System Manager of the statewide transportation system." However also on page 7, RIDE states that RIDE requests a "system for out-of-district special education and non-public school pupils under the Rhode Island General Laws." Can the RIDE please clarify the specific student populations that this RFP would directly service? This system serves students attending schools out-of-district including: special education, non-public schools, Career & Technical Education programs, students in foster care, displaced/homeless students, charter schools, and state-run schools
- 3. Is the RIDE open to solutions that propose an integrated fleet of vehicles for the above-mentioned pupil populations? Or does RIDE envision a service in which different pupil populations are served by disparate fleets? Through an integrated fleet, all Special Education students would still receive the attention they need; further, specific, customized parameters (such as max ride duration, etc) could be set for the Special Education population. However, integration of pupil transportation systems would allow for greater operational efficiency and an improved passenger experience overall. The current system is integrated, meaning a single bus could contain special education students, foster care students, non-public schools students, etc.

- 4. In Exhibit 5 page 57, RIDE asks proposers to "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?" Can RIDE elaborate as to what role the Agency wishes proposers to play in managing discipline? Would proposers be responsible for logging issues and flagging certain students to ensure drivers are aware of students' behavior? Or does the Agency expect proposers to take on a more active role in student discipline? The winning vendor should be prepared to track student discipline issues and the actions taken by the bus contractor in each incident. The vendor will also be responsible for following up to ensure that any corrective action needed on the part of the bus company, school district, or outplacement school is implemented. The winning vendor should further be prepared to work proactively with the bus companies, school districts, and outplacement schools to reduce and avoid the need for disciplinary actions in the future.
- 5. Can the RIDE please share with potential Offerors their expected annual budget or a range the RIDE anticipates they will spend on the software for this procurement? The amount spent on the System Manager will be determined by the competitive bidding process. There are no separate estimates for software.
- 6. On page 27, RIDE allocates evaluation points to proposers' ISBE inclusion. Does RIDE have a formal ISBE goal for this procurement? The ISBE component is worth 6 points in the overall scoring. Those criteria are reviewed, and the points are assigned by, The Office of Diversity, Equity and Opportunity within the RI Department of Administration. RIDE does not play a role in that process.
- 7. Is the RIDE interested in routing solutions that can incorporate real-time information (traffic information, late-coming student absences, etc.) into its routing decisions? We have found that this capability drives efficiency gains for the system and generally reduces vehicle miles traveled. RIDE is interested in any solution that will increase efficiency and reduce miles traveled.
- 8. Is the RIDE interested in a mobile application for parents / caregivers? Such a mobile application could, for example, show real-time school bus locations, reveal student boarding information (whether and the time at which a student has boarded a bus), allow a parent to indicate that their child will not be riding the bus on a particular day, allow a parent to alter their home address (if the RIDE wished), etc.? Yes, if it can be integrated with the systems and practices of the two bus companies that run the routes.
- 9. Is the RIDE interested in a mobile application for students? Such a mobile application could, for example, show real-time school bus locations, ensure that the correct student boarded the correct bus using QR code boarding technology, ensure that students were

not waiting outside for longer than necessary but yet didn't miss the bus, etc. Yes, if it can be integrated with the systems and practices of the two bus companies that run the routes.

- 10. Is the RIDE interested in a mobile application for bus drivers, which eliminates the needs for paper manifests and allows routes to adjust to late-coming information such as traffic, newly discovered road closures, student absences, etc. Yes, if it can be integrated with the systems and practices of the two bus companies that run the routes.
- 11. On page 25 of the RFP, RIDE states that "written technical proposal should be 10-20 pages in length and contain a cover letter demonstrating the proposers understanding of the issues." Would said cover letter count towards the 20 allotted pages? **Yes**
- 12. Through our partnerships around the world, we serve various populations with differing mobility challenges: we provide cities and other entities with microtransit solutions, we work with schools to provide pupil transportation, we help the elderly with optimized paratransit solutions, and more. Would RIDE be open to receiving recommendations from our partners with various mobility challenges who are of equal size to the State of Rhode Island? **Yes**
- 13. Can the RIDE please share some of the perceived limitations of their current pupil transportation management and software? **No**
- 14. Would RIDE be open to proposer's using their own proprietary technology for all relevant functions listed? All technology would be included in the total cost of our school bus solution for RIDE. **Yes**
- 15. Would the RIDE expect proposers to integrate with any existing software and /or school systems, beyond routing software? If so, can the RIDE please provide proposers with a list of said softwares/school systems? No, the vendor can propose its own software solutions.
- 16. Does RIDE currently own and / or utilize any equipment, such as tablets, for its pupil transportation services? **No**
- 17. Does the RIDE have space (and electricity) available in proximity to the buses where GPS devices can be stored and charged overnight? No. RIDE does not own buses, nor the bus yards where the buses are overnight. Those are the property of the private bus companies that actually run the routes.
- 18. Can the RIDE please share the number of pupil transportation operators they currently work with as part of this program? Currently, there are 2 bus companies that are part of this program that the System Manager works with.

- 19. On Page 11 of the RFP, RIDE states that the System Manager "will annually, and on an ongoing basis, review with the Bus Operators the standard operating procedures (SOP) required when dealing with disciplinary infractions occurring on buses." Would RIDE be willing to allow the System Manager to incorporate student behavior management SOPs into its training and refresher training program? Yes
- 20. On Page 11 of the RFP, RIDE states that the System Manager "will annually, and on an ongoing basis, review with the Bus Operators the standard operating procedures (SOP) required when dealing with disciplinary infractions occurring on buses." Would RIDE be willing to allow the System Manager to incorporate student behavior management SOPs into its training and refresher training program? Yes
- 21. On Page 11 of the RFP, RIDE states that the System Manager "will annually, and on an ongoing basis, review with the Bus Operators the standard operating procedures (SOP) required when dealing with disciplinary infractions occurring on buses." Would RIDE be willing to allow the System Manager to incorporate student behavior management SOPs into its training and refresher training program? Yes

#### Vendor C

- 1) Can you please provide a copy of the RIDE contract with the vendor who is currently the System Manager? Yes, please see attached PDF document.
- 2) What is current annual value of the RIDE System Manager contract? Please see attached PDF document.
- 3) What does current staffing for the RIDE System Manager program look like (by position and headcount)? Please see attached PDF document.
- 4) Does RIDE own the Versatrans license currently being used? **No.** 
  - Would you expect to continue in this fashion if a new vendor was agreeable to it? Yes.
- 5) What are the current KPIs RIDE would like to see improved upon in the System Manager program? RIDE would like to see high performance on all KPIs, while maintaining the lowest cost possible.
- 6) Does RIDE view it as a conflict of interest (or negatively in any way) for vendors to propose solutions for the System Manager program while also having Zone responsibility for transportation of students? That would be a potential conflict of interest but the vendor could propose steps to mitigate that concern.
- 7) The RFP indicates the selection of the System Manager will take place by the end of May (per page 59, first paragraph). With an RFP due date of 3/17/20, is there any reason the award cannot happen sooner so the awarded company can tackle the routing of Extended School Year students sooner for the July 1 start date? The State's contract with the current System

Manager runs through June 30, 2020. The winning bidder under this RFP will not begin work until July 1, 2020.

- 8) Can you please provide copies of the last three months' worth of invoices with the current System Manager? All State of RI payments may be viewed at http://www.ripay.ri.gov/
- 9) Can routing be done off-site or is the requirement that routing be done in Rhode Island? **Yes,** routing can be done offsite.
- 10) How many days does it typically take the current System Manager to route a McKinney Vento student? McKinney Vento students are routed as quickly as possible. The number of days to route a McKinney Vento student varies depending on the volume of students being routed at a given time and the complexity of the route involved.
- 11) How often do charter schools and out-of-state districts enter or exit the statewide program?

  Infrequently. However, there is tremendous variability in individual students

  (particularly Foster Care and McKinney-Vento) entering and exiting the statewide program.
- 12) Can you please elaborate on "call management" (page 9, first bullet point)?
  - Does the current vendor have a help desk set up? Yes
  - o What types of calls are usually received (calls from parents, service calls, etc.)? Calls from parents, from bus yards, from school districts, from outplacement schools, from other State Agencies (primarily the Department of Children, Youth, and Families (DCYF)) about all aspects of routing, ride times, status of individual buses, incident reporting, resolution, and follow-up, billing questions from districts about their monthly billing, special-education supports, and more.
  - How many calls are received on a typical day? It varies widely, but during busy times will be hundreds of calls per day.
- 13) What is the anticipated award date for this contract? We anticipate an award date by the end of May 2020.
- 14) Would you please consider an extension to the deadline? Even an extension of one week would be beneficial. **Yes the deadline has been extended to Friday, March 27, 2020.**
- 15) Is there a specific MBE, WBE, and/or DisBE percentage requirement (or ISBE participation rate) for the System Manager to meet? The ISBE component is worth 6 points in the overall scoring. Those criteria are reviewed, and the points are assigned by, The Office of Diversity, Equity and Opportunity within the RI Department of Administration. RIDE does not play a role in that process.
- 16) What is the current System Manager's MBE, WBE, and/or DisBE percentage (or ISBE participation rate)? N/A. The current MBE program was instituted after the previous RFP for this contract, so there was no ISBE score.
- 17) Page 6, section 16 Is the System Manager contract considered a Master Price Agreement?

  Yes

- o If yes, is the 1% fee collected at the beginning of the contract, based on the total multi-year value? Or is the 1% fee collected each year for the total annual value? Unknown. The 1% fee is a new requirement and the manner or collecting will be determined by the Department of Administration, who will communicate that to the winning vendor.
- 18) Bid Bond On page 6, we are instructed to include a bid bond worth 5% of our cost proposal, but on pages 24 and 63, we are told to include a bid bond worth \$2,500. Please confirm if the bid bond should be 5% or \$2,500. The amount should be \$2,500.
- 19) Page 25 refers to A+.-ppendices B and F. We do not see these appendices in the document provided. Is this referring to Exhibits 5, 6, and 9? There are no Appendices B and F, so you can disregard that reference.
- 20) Page 26 refers to Appendix A, but that is the ISBE form, not the cost proposal. Is this referring to Exhibit 4? Yes, the Cost Proposal form is in Exhibit 4, not in Appendix A.
- 21) Page 29 refers to Appendix B as the cost proposal, but there is no Appendix B. Is this referring to Exhibit 4? Yes, the Cost Proposal form is in Exhibit 4, not in Appendix B.
- 22) Page 59 says that selection of a vendor will occur by the end of May 2015. Is this supposed to say May 2020? **Yes, May 2020**
- 23) On page 25, the document says that the technical proposal should be 10-20 pages in length. Is this page limit inclusive of the required forms, or separate from the required forms? The 10-20 pages includes the cover page, but does not include the required forms.
- 24) Page 25 states the technical proposal should be 10-20 pages, but page 29 says the technical proposal is limited to 6 pages. Please confirm the correct length of the technical proposal. The written technical proposal should be 10-20 pages in length
- 25) Page 65 states services will start on July 1, 2015 through June 30, 2018. Are we to assume this should be July 1, 2020 through June 30, 2023? Yes, July 1, 2020 June 30, 2023 is the term of the contract.
- 26) Can you please confirm that we are required to submit Appendix A and Exhibits 4, 5, 6, 8, 9, 10, 11, 12, and 13 with our final response? Correct, you must submit Appendix A and Exhibits 4, 5, 6, 8, 9, 10, 11, 12, and 13. You do not need to submit Exhibits 1, 2, 3, and 7.
- 27) Can you please confirm that we do not need to include Exhibits 1, 2, 3, and 7 with our final response? Correct, you must submit Appendix A and Exhibits 4, 5, 6, 8, 9, 10, 11, 12, and 13. You do not need to submit Exhibits 1, 2, 3, and 7.

# **Notice of Blanket Purchase Agreement**



State Of Rhode Island and Providence Plantations Department of Administration Division of Purchases One Capitol Hill Providence, RI 02908-5860

V	
E	TRANSPAR GROUP INC
N	18 SW 3RD ST
D	STE 200
O	LEES SUMMIT, MO 64063
R	United States

S	RIDE MAIN OFFICE
H	255 WESTMINSTER ST, 6TH FLOOR
I	PROVIDENCE, RI 02903
P	United States
T O	

MPA #510 - STATEWIDE TRANSPORTATION SYSTEM OVERSIGHT & MANAGEMENT (RIDE)		
Award Number	3425433	
Revision Number	4	
Effective Period	01-JUL-2015 -	
	30-JUN-2020	
Approved PO Date	13-SEP-2018	
Vendor Number	31297-iSupplier	

Type of Requisition	ARCH, ENG &
	CONSULT
Requisition Number	1407777
Change Order Requisition Number	
Solicitation Number	7549480
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary
	-
Requester Name	Carinha, Nancy M
Work Telephone	401-222-4679

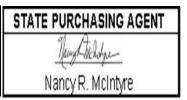
This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

ADDED LINE 40 PER AGENCY ID RIDE19NMC-0005-UNABLE TO MANAGE INVOICING STAFF ASSIGNED TO CONTRACTS. FULL TIME EMPLOYEES WHOSE ANNUAL CONPENSATION IS NOT TIED TO SPECIFIC HOURLY RATES AND WHOSE BENEFITS MAY CHANGE THROUGHOUT THE TERM OF CONTRACT.

Line	Description	Unit	Unit Price (USD)
1	MPA-510 7/1/15-6/30/16 - PROJECT EXECUTIVE	Hour	75
2	MPA-510 7/1/15-6/30/16 - GENERAL MANAGER	Hour	42
3	MPA-510 7/1/15-6/30/16 - PROGRAM ANALYST	Hour	39

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Line	Description	Unit	Unit Price (USD)
4	MPA-510 7/1/15-6/30/16 - ROUTER(1)	Hour	39
5	MPA-510 7/1/15-6/30/16 - ROUTER(2)	Hour	33.5
6	MPA-510 7/1/15-6/30/16 - CUSTOMER SERVICE	Hour	33.3
7	MPA-510 7/1/15-6/30/16 - ACCOUNTING/ANALYSIS SUPPORT -	Each	1
,	TBD - \$72,000.00	Each	_
8	MPA-510 7/1/15-6/30/16 - START-UP TEMPS - TBD - \$15,000.00	Each	1
9	MPA-510 7/1/15-6/30/16 - SUPPLIES & MATERIALS	Each	1
10	MPA-510 7/1/15-6/30/16 - TRAVEL - LIMITED TO PER DIEM	Each	1
	RATES ESTABLISHED BY GSA		
11	MPA-510 7/1/15-6/30/16 - PRINTING	Each	1
12	MPA-510 7/1/15-6/30/16 - OFFICE EXPENSE - TELEPHONE, DATA	Each	1
	PROCESSING, NETWORK SUPPORT & PROGRAMS -		
	VERSATRANS		
13	MPA-510 7/1/15-6/30/16 - OTHER - EDUCATIONAL	Each	1
	PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.		
14	MPA-510 7/1/16-6/30/17 - PROJECT EXECUTIVE	Hour	76.5
15	MPA-510 7/1/16-6/30/17 - GENERAL MANAGER	Hour	42.84
16	MPA-510 7/1/16-6/30/17 - PROGRAM ANALYST	Hour	39.78
17	MPA-510 7/1/16-6/30/17 - ROUTER(1)	Hour	39.78
18	MPA-510 7/1/16-6/30/17 - ROUTER(2)	Hour	34.17
19	MPA-510 7/1/16-6/30/17 - CUSTOMER SERVICE	Hour	32.64
20	MPA-510 7/1/16-6/30/17 - ACCOUNTING/ANALYSIS SUPPORT -	Each	1
	TBD - \$72,000.00		
21	MPA-510 7/1/16-6/30/17 - START-UP TEMPS - TBD - \$15,000.00	Each	1
22	MPA-510 7/1/16-6/30/17 - SUPPLIES & MATERIALS	Each	1
		Each	1
	RATES ESTABLISHED BY GSA		
24	MPA-510 7/1/16-6/30/17 - PRINTING	Each	1
25	MPA-510 7/1/16-6/30/17 - OFFICE EXPENSE - TELEPHONE, DATA	Each	1
	PROCESSING, NETWORK SUPPORT & PROGRAMS -		
	VERSATRANS		
26	MPA-510 7/1/16-6/30/17 - OTHER - EDUCATIONAL	Each	1
	PROGRAMS/TRAINING, VEHICLE-RATES COSTS, ETC.		<b>=</b> 0.02
27	MPA-510 7/1/17-6/30/18 - PROJECT EXECUTIVE	Hour	78.03
27.1	MPA-510 FY18-20 - PROJECT EXECUTIVE	Each	78.03
28	MPA-510 7/1/17-6/30/18 - GENERAL MANAGER	Hour	43.7
28.1	MPA-510 FY18-20 - GENERAL MANAGER	Hour	43.7
29	MPA-510 7/1/17-6/30/18 - PROGRAM ANALYST	Hour	40.58
29.1	MPA-510 FY18-20 - PROGRAM ANALYST	Hour	40.58
30	MPA-510 7/1/17-6/30/18 - ROUTER(1)	Hour	40.58
30.1	MPA-510 FY18-20 - ROUTER(1)	Hour	40.58
31	MPA-510 7/1/17-6/30/18 - ROUTER(2)	Hour	34.85
31.1	MPA-510 FY18-20 - ROUTER(2)	Hour	34.85
32	MPA-510 7/1/17-6/30/18 - CUSTOMER SERVICE	Hour	33.29
32.1	MPA-510 FY18-20 - CUSTOMER SERVICE	Hour	33.29

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Line	Description	Unit	Unit Price (USD)
33	MPA-510 7/1/17-6/30/18 - ACCOUNTING/ANALYSIS SUPPORT -	Each	1
	TBD - \$72,000.00	2001	_
33.1	MPA-510 FY18-20 - ACCOUNTING/ANALYSIS SUPPORT - TBD -	Each	1
34	\$72,000.00  MDA 510 7/1/17 6/20/19 STADT UD TEMPS TRD \$15,000.00	Each	1
34.1	MPA-510 7/1/17-6/30/18 - START-UP TEMPS - TBD - \$15,000.00		
	MPA-510 FY18-20 - START-UP TEMPS - TBD - \$15,000.00	Each	1
35	MPA-510 7/1/17-6/30/18 - SUPPLIES & MATERIALS	Each	1
35.1	MPA-510 FY18-20 - SUPPLIES & MATERIALS	Each	1
36	MPA-510 7/1/17-6/30/18 - TRAVEL IS LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
36.1	MPA-510 FY18-20 - TRAVEL IS LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
37	MPA-510 7/1/17-6/30/18 - PRINTING	Each	1
37.1	MPA-510 FY18-20 - PRINTING	Each	1
38	MPA-510 7/1/17-6/30/18 - OFFICE EXPENSE - TELEPHONE, DATA PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Each	1
38.1	MPA-510 FY18-20 - OFFICE EXPENSE - TELEPHONE, DATA PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Each	1
39	MPA-510 7/1/17-6/30/18 - OTHER - EDUCATIONAL PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.	Each	1
39.1	MPA-510 FY18-20 - OTHER - EDUCATIONAL PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.	Each	1
40	MPA-510 FY19-20 - EMPLOYEE SALARIES AND BENEFITS @\$1.00 EACH	Each	1

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# **Contract Terms and Conditions**

# **Table of Contents**

#### **Terms and Conditions**

#### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

#### TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

#### MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

#### INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the

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specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **QUARTERLY REPORTS**

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

#### CAMPAIGN FINANCE COMPLIANCE

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CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

#### ARRA SUPPLEMENTAL TERMS AND CONDITIONS

For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>.

#### **DIVESTITURE OF INVESTMENTS IN IRAN REQUIREMENT:**

No vendor engaged in investment activities in Iran as described in R.I. Gen. Laws §37-2.5-2(b) may submit a bid proposal to, or renew a contract with, the Division of Purchases. Each vendor submitting a bid proposal or entering into a renewal of a contract is required to certify that the vendor does not appear on the list maintained by the General Treasurer pursuant to R.I. Gen. Laws §37-2.5-3.

#### TERMS AND CONDITIONS OF PRICING AGREEMENT

SCOPE AND LIMITATIONS - This Agreement covers requirements as described herein, ordered by State agencies during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

Under State Purchasing Law, 37-2-54, no purchase or contract shall be binding on the state or any agency thereof unless approved by the department [of administration] or made under general regulations which the chief purchasing officer may prescribe. Under State Purchasing Regulation 8.2.1.1.2, any alleged oral agreement or arrangements made by a bidder or contractor with any agency or an employee of the Office of Purchases may be disregarded and shall not be binding on the state.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to cure the defect promptly or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

#### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.

State Agencies shall request release as follows: All releases shall reference the Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein.

A Department Purchase Order (DPO) listing the items ordered shall be created by the agency. The agency may

Page 7 of 8

mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes. Vendors are encouraged to require written orders to assure payments are processed accurately and promptly.

**<u>DELIVERY</u>** If this is an MPA, Vendor will obtain "ship to" information from each participating agency. This information will be contained in the DPO. APA delivery information will be contained in the Notice of Award.

**PRICING** - All pricing shall be as described herein, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected herein.

**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

Page 8 of 8

# **Notice of Blanket Purchase Agreement**



State Of Rhode Island and Providence Plantations Department of Administration Division of Purchases One Capitol Hill Providence, RI 02908-5860

$\mathbf{V}$	
$\mathbf{E}$	TRANSPAR GROUP INC
N	18 SW 3RD ST
D	STE 200
O	LEES SUMMIT, MO 64063
R	United States

S	RIDE MAIN OFFICE
H	255 WESTMINSTER ST, 6TH FLOOR
I	PROVIDENCE, RI 02903
P	United States
T O	

MPA #510 - STATEWIDE TRANSPORTATION SYSTEM OVERSIGHT & MANAGEMENT (RIDE)		
Award Number	3425433	
Revision Number	3	
Effective Period	01-JUL-2015 -	
	30-JUN-2020	
Approved PO Date	14-JUN-2018	
Vendor Number	31297-iSupplier	

Type of Requisition	ARCH, ENG &
	CONSULT
Requisition Number	1407777
Change Order Requisition Number	
Solicitation Number	7549480
Freight	Paid
Payment Terms	NET 30
Buyer	Mosca, Gary
	-
Requester Name	Carinha, Nancy M
Work Telephone	401-222-4679

This Purchase Order is issued pursuant to and in accordance with the terms and conditions of the solicitation and applicable federal, state, and local law, including the State of Rhode Island's purchasing regulations, available at www.purchasing.ri.gov.

#### **CHANGE TO PO# 3425433**

DATE CHANGE : FROM: 7/1/15 - 6/30/18 TO: 7/1/15 - 6/30/20

ORIGINAL AMOUNT: \$2,108,033.00 MODIFICATION #1 33,000.00

\*\*\*\*\*\*\*\*\*\*\*\*\*\*

REVISED AMOUNT \$2,141,033.00 MODIFICATION #2 1,720,128.00 REVISED AMOUNT \$3,861,161.00

## **INVOICE TO**

The State of Rhode Island accepts electronic invoices via its supplier portal. To register and submit electronic invoices, visit the supplier portal at http://controller.admin.ri.gov/iSupplier/isup/index.php

To submit paper invoices, mail to: Department of Administration Controller, One Capitol Hill, 4th Floor, Providence 02908.

STATE PURCHASING AGENT

The state of the sta

## PER ATTACHED MODIFICATION #2 ATTACHED.

Reference Documents: 3425433ATTACH.pdf

Line	Description	Unit	Unit Price (USD)
1	MPA-510 7/1/15-6/30/16 - PROJECT EXECUTIVE	Hour	75
2	MPA-510 7/1/15-6/30/16 - GENERAL MANAGER	Hour	42
3	MPA-510 7/1/15-6/30/16 - PROGRAM ANALYST	Hour	39
4	MPA-510 7/1/15-6/30/16 - ROUTER(1)	Hour	39
5	MPA-510 7/1/15-6/30/16 - ROUTER(2)	Hour	33.5
6	MPA-510 7/1/15-6/30/16 - CUSTOMER SERVICE	Hour	32
7	MPA-510 7/1/15-6/30/16 - ACCOUNTING/ANALYSIS SUPPORT - TBD - \$72,000.00	Each	1
8	MPA-510 7/1/15-6/30/16 - START-UP TEMPS - TBD - \$15,000.00	Each	1
9	MPA-510 7/1/15-6/30/16 - SUPPLIES & MATERIALS	Each	1
10	MPA-510 7/1/15-6/30/16 - TRAVEL - LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
11	MPA-510 7/1/15-6/30/16 - PRINTING	Each	1
12	MPA-510 7/1/15-6/30/16 - OFFICE EXPENSE - TELEPHONE, DATA	Each	1
12	PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Lucii	
13	MPA-510 7/1/15-6/30/16 - OTHER - EDUCATIONAL	Each	1
	PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.		
14	MPA-510 7/1/16-6/30/17 - PROJECT EXECUTIVE	Hour	76.5
15	MPA-510 7/1/16-6/30/17 - GENERAL MANAGER	Hour	42.84
16	MPA-510 7/1/16-6/30/17 - PROGRAM ANALYST	Hour	39.78
17	MPA-510 7/1/16-6/30/17 - ROUTER(1)	Hour	39.78
18	MPA-510 7/1/16-6/30/17 - ROUTER(2)	Hour	34.17
19	MPA-510 7/1/16-6/30/17 - CUSTOMER SERVICE	Hour	32.64
20	MPA-510 7/1/16-6/30/17 - ACCOUNTING/ANALYSIS SUPPORT - TBD - \$72,000.00	Each	1
21	MPA-510 7/1/16-6/30/17 - START-UP TEMPS - TBD - \$15,000.00	Each	1
22	MPA-510 7/1/16-6/30/17 - SUPPLIES & MATERIALS	Each	1
23	MPA-510 7/1/16-6/30/17 - TRAVEL IS LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
24	MPA-510 7/1/16-6/30/17 - PRINTING	Each	1
25	MPA-510 7/1/16-6/30/17 - PRINTING  MPA-510 7/1/16-6/30/17 - OFFICE EXPENSE - TELEPHONE, DATA	Each Each	1 1
43	PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Each	1
26	MPA-510 7/1/16-6/30/17 - OTHER - EDUCATIONAL	Each	1
20	PROGRAMS/TRAINING, VEHICLE-RATES COSTS, ETC.	Lacn	1
27	MPA-510 7/1/17-6/30/18 - PROJECT EXECUTIVE	Hour	78.03
27.1	MPA-510 FY18-20 - PROJECT EXECUTIVE	Each	78.03
28	MPA-510 7/1/17-6/30/18 - GENERAL MANAGER	Hour	43.7

# **INVOICE TO**

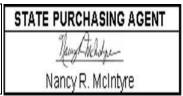
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Line	Description	Unit	Unit Price (USD)
28.1	MPA-510 FY18-20 - GENERAL MANAGER	Hour	43.7
29	MPA-510 F 1 16-20 - GENERAL MANAGER  MPA-510 7/1/17-6/30/18 - PROGRAM ANALYST	Hour	40.58
29.1	MPA-510 7/1/17-6/30/18 - PROGRAM ANALYST  MPA-510 FY18-20 - PROGRAM ANALYST		
30		Hour	40.58
	MPA-510 7/1/17-6/30/18 - ROUTER(1)	Hour	40.58
30.1	MPA-510 FY18-20 - ROUTER(1)	Hour	40.58
31	MPA-510 7/1/17-6/30/18 - ROUTER(2)	Hour	34.85
31.1	MPA-510 FY18-20 - ROUTER(2)	Hour	34.85
32	MPA-510 7/1/17-6/30/18 - CUSTOMER SERVICE	Hour	33.29
32.1	MPA-510 FY18-20 - CUSTOMER SERVICE	Hour	33.29
33	MPA-510 7/1/17-6/30/18 - ACCOUNTING/ANALYSIS SUPPORT - TBD - \$72,000.00	Each	1
33.1	MPA-510 FY18-20 - ACCOUNTING/ANALYSIS SUPPORT - TBD - \$72,000.00	Each	1
34	MPA-510 7/1/17-6/30/18 - START-UP TEMPS - TBD - \$15,000.00	Each	1
34.1	MPA-510 FY18-20 - START-UP TEMPS - TBD - \$15,000.00	Each	1
35	MPA-510 7/1/17-6/30/18 - SUPPLIES & MATERIALS	Each	1
35.1	MPA-510 FY18-20 - SUPPLIES & MATERIALS	Each	1
36	MPA-510 7/1/17-6/30/18 - TRAVEL IS LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
36.1	MPA-510 FY18-20 - TRAVEL IS LIMITED TO PER DIEM RATES ESTABLISHED BY GSA	Each	1
37	MPA-510 7/1/17-6/30/18 - PRINTING	Each	1
37.1	MPA-510 FY18-20 - PRINTING	Each	1
38	MPA-510 7/1/17-6/30/18 - OFFICE EXPENSE - TELEPHONE, DATA PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Each	1
38.1	MPA-510 FY18-20 - OFFICE EXPENSE - TELEPHONE, DATA PROCESSING, NETWORK SUPPORT & PROGRAMS - VERSATRANS	Each	1
39	MPA-510 7/1/17-6/30/18 - OTHER - EDUCATIONAL PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.	Each	1
39.1	MPA-510 FY18-20 - OTHER - EDUCATIONAL PROGRAMS/TRAINING, VEHICLE-RATED COSTS, ETC.	Each	1

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# **Contract Terms and Conditions**

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#### **Terms and Conditions**

#### PURCHASE ORDER STANDARD TERMS AND CONDITIONS

#### TERMS AND CONDITIONS FOR THIS PURCHASE ORDER

#### MPA BID AWARD (STATEWIDE APPLICABILITY)

STATEWIDE APPLICABILITY - Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).

#### INSURANCE REQUIREMENTS (ADDITIONAL)

ANNUAL RENEWAL INSURANCE CERTIFICATES FOR WORKERS' COMPENSATION, PUBLIC LIABILITY, PROPERTY DAMAGE INSURANCE, AUTO INSURANCE, PROFESSIONAL LIABILITY INSURANCE (AKA ERRORS & OMISSIONS), BUILDER'S RISK INSURANCE, SCHOOL BUSING AUTO LIABILITY, ENVIRONMENTAL IMPAIRMENT (AKA POLLUTION CONTROL), VESSEL OPERATION (MARINE OR AIRCRAFT) PROTECTION & INDEMNITY, ETC., MUST BE SUBMITTED TO THE SPECIFIC AGENCY IDENTIFIED IN THE "SHIP TO" SECTION OF THE PURCHASE ORDER. CERTIFICATES ARE ANNUALLY DUE PRIOR TO THE BEGINNING OF ANY CONTRACT PERIOD BEYOND THE INITIAL TWELVE-MONTH PERIOD OF A CONTRACT. FAILURE TO PROVIDE ANNUAL INSURANCE CERTIFICATION MAY BE GROUNDS FOR CANCELLATION.

#### **MULTI YEAR AWARD**

THIS IS A MULTI-YEAR BID/CONTRACT. PER RHODE ISLAND STATE LAW 37-2-33, CONTRACT OBLIGATIONS BEYOND THE CURRENT FISCAL YEAR ARE SUBJECT TO AVAILABILITY OF FUNDS. CONTINUATION OF THE CONTRACT BEYOND THE INITIAL FISCAL YEAR WILL BE AT THE DISCRETION OF THE STATE. TERMINATION MAY BE EFFECTED BY THE STATE BASED UPON DETERMINING FACTORS SUCH AS UNSATISFACTORY PERFORMANCE OR THE DETERMINATION BY THE STATE TO DISCONTINUE THE GOODS/SERVICES, OR TO REVISE THE SCOPE AND NEED FOR THE TYPE OF GOODS/SERVICES; ALSO MANAGEMENT OWNER DETERMINATIONS THAT MAY PRECLUDE THE NEED FOR GOODS/SERVICES.

#### PURCHASE AGREEMENT AWARD

THIS IS A NOTICE OF AWARD, NOT AN ORDER. Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under AUTHORIZATION AND RELEASE. ENTIRE AGREEMENT - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the

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specifications, terms and conditions set forth in the Request/Bid Number cited herein, (2) the General Terms and Conditions of Contracts for the State of Rhode Island and (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee. CANCELLATION, TERMINATION and EXTENSION - This Price Agreement shall automatically terminate as of the date(s) described under CONTRACT PERIOD unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

#### AUTHORIZATION AND RELEASE

In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency. A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered, using the pricing and format set forth in the Master Blanket. All pricing shall be as described in the Master Blanket and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Master Blanket.

#### **BLANKET PAYMENT**

DELIVERY OF GOODS OR SERVICES AS REQUESTED BY AGENCY. PAYMENTS WILL BE AUTHORIZED UPON SUBMISSION OF PROPERLY RENDERED INVOICES NO MORE THAN MONTHLY TO THE RECEIVING AGENCY. ANY UNUSED BALANCE AT END OF BLANKET PERIOD IS AUTOMATICALLY CANCELLED.

#### EQUAL OPPORTUNITY COMPLIANCE

THIS PURCHASE ORDER IS AWARDED SUBJECT TO EQUAL OPPORTUNITY COMPLIANCE.

#### **QUARTERLY REPORTS**

REPORTS - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data: (1) Billing volume in dollars and (2) quantity shipped for each line item in the price agreement. When there are no line items in the price agreement, vendor shall report volume by catalog order numbers, with a brief description of each order number. Reports must be submitted to the RI Division of Purchases to the attention BUYER named in this notice, identifying the Agreement number and the Reporting Period. Quarterly reports shall be due 45 calendar days after the end of each quarter. Failure to submit required reports shall be considered a breach of the contractor's obligations and may be considered, at the discretion of the State Purchasing Agent, sufficient cause for the termination of the agreement and other outstanding agreements and orders, and possible suspension from participation in additional State procurements.

#### CAMPAIGN FINANCE COMPLIANCE

Page 6 of 8

CAMPAIGN FINANCE: In accordance with RI General Law 17-27-2, Every person or business entity providing goods or services of \$5,000 or more, and has in the preceding 24 months, contributed an aggregate amount in excess of \$250 within a calendar year to any general officer, or candidate for general office, any member, or candidate for general assembly, or political party, is required to electronically file an affidavit regarding political contributions at: https://secure.ricampaignfinance.com/RhodeIslandCF/Public/VendorAffidavit.aspx

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For contracts and sub-awards funded in whole or in part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto, such contracts and sub-awards shall be subject to the Supplemental Terms and Conditions For Contracts and Sub-awards Funded in Whole or in Part by the American Recovery and Reinvestment Act of 2009. Pub.L.No. 111-5 and any amendments thereto located on the Division of Purchases website at <a href="https://www.purchasing.ri.gov">www.purchasing.ri.gov</a>.

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**INVOICING** All invoices shall reference the DPO Order Number(s), Price Agreement number, the Contract Issue number, the item(s) covered, and the unit pricing in the same format as described herein. If this is an MPA, Vendor will obtain "bill to" information from each participating agency. This information will be contained in the DPO. APA billing information will be contained in the Notice of Award.

**PAYMENT** - Invoices for items not received, not priced according to contract or for work not yet performed will not be honored. No payment will be processed to any vendor for whom there is no IRS W-9 on file with the State Controller.

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Ken Wagner Commissioner, Ph.D

APPROVED:

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

#### Modification No. 2

# to the AGREEMENT

between RHODE ISLAND DEPARTMENT OF EDUCATION And TransPar Group, Inc.

- 1. This section is in modification of an <u>Agreement</u>, which we have with TransPar Group, Inc. for the period July 1, 2015 through June 30, 2018.
- 2. The purpose of this modification is to exercise the 24 month extension of the contract from July 1, 2018 through June 30, 2020; add a total amount to the contract of \$1,720,128 (\$851,426 FY19 and \$868,702 FY20) for a five year total of \$3,861,161. This also modifies the Special Conditions section of the contract.
- 3. All other terms and conditions of the <u>Agreement</u> remain in effect and are modified by the work contained in the Addendum to Section II and the revised budget contained in the Addendum to Section III.
- 4. A detailed <u>Agreement</u> is on file in the Office of Finance, Department of Education.

70.110.1251			
RHODE ISLAND DEPARTMENT OF EDUCATION	TRANSPAR GROUP, INC.		
	Whasigh		
Ken Wagner, Commissioner	William A. Forsyth, Vice President		
DATE:	DATE: <u>May 25, 2018</u>		

# Addendum to SECTION I

#### 6. Special Conditions:

The FY19 and 20 budgets include the addition of two routers. During the 4<sup>th</sup> quarter of FY18, approximately 200 new ESSA students were added to the system. This significant growth is not anticipated to continue at this rate but rather to stabilize with a smaller number of students added for McKinney Vento and ESSA on a weekly basis. RIDE reserves the right, after discussion with TransPar, to reduce the additional routers based on transportation needs.

FY19 is the final year on the existing transportation operating contracts. As a result, an assessment regarding continuation of the statewide program will take place during the first quarter of the fiscal year. In the event that the statewide program is eliminated for FY20, the parties agree this management contract would also terminate.

# SECTION II

## I. BACKGROUND/OVERVIEW/PURPOSE:

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 an amendment to Section 16-21.1-7 and 16-21.1-8 of the General Laws in Chapter 16-21.12 entitled "Transportation of School Pupils Beyond City and Town Limits."

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

- The RI 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. Reporting to RIDE, the System Manager is responsible for all planning, program oversight, fiscal accountability, and reporting functions. In this role the System Manager performs route planning and logistical and demographic data management activities, provides contract oversight and performance management activities for the bus operator contracts, customer service activities for the users of the system, and fiscal management activities for the program.
- The bus operations contractors focuses on the direct provision of transportation services and all associated operational activities.

## II. SCOPE OF THE WORK:

TransPar agrees to perform the services as detailed in RFP #7549480. For convenience purposes, the services may be summarized as the operation, management, and oversight of the statewide school bus transportation system in order to provide safe, efficient and cost effective transportation services.

# III. PAYMENT TERMS:

TransPar shall submit monthly invoices to RIDE, on a form acceptable to RIDE, on or before the 10th of each month. Payment will be made within forty-five (45) calendar days of receipt of a properly documented invoice.

# Addendum to **SECTION III**

# **BUDGET**

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

Expense Category	FY16-18	FY19	FY20	Revised Total
<ol> <li>Employee Salary and Benefits</li> <li>Purchased Services</li> <li>Supplies and Materials</li> <li>Travel</li> <li>Printing</li> <li>Office Expense</li> <li>Other: (describe)</li> <li>9.</li> <li>10.</li> </ol>	\$1,319,033 261,000 0 0 0 0 561,000	\$583,520 87,666 3,700 15,000 9,230 35,670 116,640	602,960 80,442 3,800 15,500 9,500 36,700 119,800	\$2,505,513 429,108 7,500 30,500 18,730 72,370 797,440
Subtotal  Indirect Cost *	2,141,033	851,426 0	868,702	3,8 <b>6</b> 1,161
TOTAL	2,141,033	851,426	868,702	3,861,161

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.

<sup>\*</sup> Attach a copy of the approved indirect cost documentation

# BUDGET DETAIL SHEET \* FISCAL YEAR 2019

**EMPLOYEE SALARY AND BENEFIT DETAIL (TOTAL COMPENSATION)\*\*** 

NAME	POSITION TITLE	NUMBER OF HOURS	HOURLY RATE (including benefits)	SALARY and BENEFIT TOTAL \$
William Forsyth	Project Executive	480	\$ 99	\$ 47,520
Nicole Martin	General Manager	2000	59	118,000
Catherine Perez	Program Analyst	2000	42	84,000
Elizabeth Fortes	Lead Router	2000	35	70,000
Maria Llanos	Router	2000	35	70,000
Tiana Thompson	Router	2000	33	66,000
TBD	Router	2000	33	66,000
TBD	Customer Service	2000	31	62,000
TOTAL REQUEST				\$ 583,520

# PURCHASED SERVICES DETAIL

NAME	POSITION TITLE	HOURS	HOURLY RATE \$	TOTAL \$
ELS Dynamic Consulting, LLC	Accounting/Analysis Support	1	\$ 66,510	\$ 66,510
TBD	Start-Up Temps	1	21,156	21,156
TOTAL REQUEST				\$ 87,666

# **OTHER EXPENDITURES DETAIL**

EXPENSE CATEGORY	DESCRIPTION	TOTAL
Supplies and Materials		\$ 3,700
Travel ***	In-State \$3,700; Out-of-State \$11,300	15,000
Printing	Routing Letters, parent notices, etc.	9,230
Office Expense	Telephone, Data Processing, Network Support & Programs – VersaTrans	35,670
Other: (describe)	Educ Programs/Trng, Vehicle-Rated costs, Depreciation (Vehicle & Equipment), Capital, Corporate Support/Consulting, Taxes, and Admin	116,640
Indirect Cost		\$0
TOTAL REQUEST		\$ 180,240