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

CONTRACT AGREEMENT

BETWEEN: Rhode Island Department of Elementary and Secondary Education (RIDE)

255 Westminster Street
Providence, Rhode Island 02903

AND:

SUPPLIER NUMBER: XXXX

RELATING TO: Statewide Pupil Transportation Services – Zone(s) B and/or C and/or D

Work and activities by **CONTRACTOR** to be undertaken in accordance with the attached SECTION I Terms and Conditions and SECTION II Work Program Specifications in consideration of compensation to be paid by the Rhode Island Department of Education (RIDE) as set forth in SECTION III Budget.

THIS CONTRACT IS NOT VALID OR LEGALLY BINDING UNTIL SIGNED BY BOTH PARTIES AND A PURCHASE ORDER HAS BEEN ISSUED BY THE OFFICE OF PURCHASES. DO NOT PERFORM ANY WORK ON THIS CONTRACT UNTIL A PURCHASE ORDER IS ISSUED.

ACCEPTED:

RHODE ISLAND DEPARTMENT OF
ELEMENTARY AND SECONDARY EDUCATION

CONTRACTOR

_____ _____

Angélica Infante-Green
Commissioner

DATE: _____ DATE: _____

SECTION I

A. SPECIFIC TERMS AND CONDITIONS

1. Contractor: Vendor Name

   Address Vendor Address

   Supplier # To Be Assigned

2. Starting Date No Later Than July 1, 2021

   Termination Date June 30, 2024

3. RIDE Contract Officer Marliot Blanco, Controller

   RIDE Project Officer William Trimble, Associate Director
   Office of Statewide Efficiencies

4. Contractor Project Officer Vendor Authorized Representative, Title

   Contact Information: Phone Number
   Email Address

5. Contract Amount In accordance with attached rate scheduled and RIDE-determined assignments to provide pupil transportation services.

6. Special Conditions: This Agreement may be extended by mutual written agreement of the Contractor and RIDE for up to two (2) one- year (1) periods.

   Other Special Conditions (that may be applicable):
   SINGLE YEAR CONTRACTS: Contract activities may be modified by mutual written consent prior to the beginning of each phase of work

   MULTI-YEAR CONTRACTS: Subsequent years' activities are dependent on the availability of funding and may be modified by mutual written consent

   NON-STATE FISCAL YEAR END (always align termination date with state fiscal year end of June 30th and add the following condition): Contract activities are scheduled to end on ____; however, the contract end date has been aligned with the state fiscal year.

B. GENERAL TERMS AND CONDITIONS:

Article 1

Parties to Agreement. This Agreement is made by and between the Rhode Island Department of Elementary and Secondary Education (RIDE) and the party specified in SECTION I A1 (the Contractor).

Article 2

Period of Performance. This Agreement will be effective on the starting date as specified in SECTION I A2 and, unless renewed or extended, will expire on the termination date as specified in SECTION I A2. It is understood and agreed by and between the parties that this Agreement covers work and services to be provided by the Contractor for the period specified in SECTION I A2.

Article 3

Modification of Agreement. This Agreement may be amended or extended by mutual written consent provided that such consent may not be unreasonably withheld, and further provided, that there is a fiscal appropriation for any extension.

Article 4

Contract Officer. The Contractor agrees to maintain close and continuing communication with the RIDE contract officer, as specified in SECTION I A3, throughout the performance of work and services undertaken under the terms of the Agreement. The contract officer is responsible for authorizing all payments made by RIDE to the Contractor under this Agreement.

Article 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.

Article 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.

Article 7

Funding. In consideration of work and services performed by the Contractor in accordance with SECTION II of this Agreement, RIDE agrees to reimburse the Contractor for allowable costs incurred by the Contractor under this Agreement in an amount not to exceed the amount specified in SECTION I A5 and in accordance with estimated expenditures as set forth in SECTION III Budget. 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. RIDE shall process all invoices within 30 days of date of invoice. All payments are provisional pending the final audit by appropriate state and/or federal officials.

Article 8

Federal Funding Provisions. Funds made available to the Contractor under this Agreement are or may be derived from federal funds made available to RIDE. The provisions of Article 7 and SECTION III notwithstanding, the Contractor agrees to make claims for reimbursement under this Agreement in accordance with federal policies governing allowable costs to be charged against federal grants. The Contractor agrees that no expenditures claimed for reimbursement under this Agreement will be claimed for reimbursement under any other agreement, grant, or contract that the Contractor may hold which provides funding from state or federal sources. The Contractor further agrees to be liable for audit exceptions that may arise from examination of expenditures: (a) claimed by the Contractor for reimbursement under this Agreement, and/or (b) submitted by the Contractor in meeting any cost participation requirements.

In executing this Agreement the Contractor is serving as grantee or independent contractor under a federal grant or contract between the federal government and RIDE. The master grant award or cooperative agreement made to RIDE by the federal government governing activities under this Agreement is, therefore, made a part of this agreement. The Contractor specifically agrees to abide by all applicable federal requirements for grantees, contractors, or independent contractors receiving federal funds including, but not limited to, those requirements set forth or referenced in the master grant or contract relating to this Agreement and in 2CFR Chapter 1, Chapter II, Part 200, et.al.; Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Article 9

Prepayment. Articles 7 and 8 notwithstanding, prepayment will be allowed provided that it is requested and approved under the appropriate mechanism and subsequently accounted for with proper documentation.

Article 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. Failure of the Contractor to perform or deliver required work, services, or reports under this Agreement may result in the withholding of payments by RIDE to the Contractor. RIDE reserves the right to seek any and all administrative, contractual and/or legal remedies for a breach of contract by the Contractor, including but not limited to, the withholding of payments as set forth herein and/or termination of the Agreement as set forth in Article 11.

The Contractor understands and agrees that failure to meet its requirements under this Agreement may also result in withdrawal of other state or federal funds that may have been made available to the Contractor hereunder, at the option of RIDE.

Article 11

Termination of Agreement. In the event that either of the parties materially fails to perform its obligations under this Agreement, the other of the parties may terminate this Agreement upon written notification of termination setting forth the nature of the failure to perform said obligations under this Agreement. Prior to termination, the terminating party shall give the other party thirty (30) days to cure the alleged defect or otherwise commence activities designed to remedy the alleged defect.

RIDE may, without cause, terminate this Agreement at any time upon giving sixty (60) days advance notice in writing to the Contractor. The above mentioned sixty (60) days written notice

notwithstanding, the State expressly reserves the unilateral right to terminate, amend and/or reduce services and payments under this Agreement, effective immediately upon written notice to the Contractor in the event that the funding underlying the participation of RIDE is eliminated, limited or curtailed.

In the event of termination by either party, all property and finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Agreement, shall be assigned as described herein in Article 17. Notice of the effective date of termination will include the reports that must be completed.

In the event of termination by either party, final payment by RIDE to the Contractor for work and services provided by the Contractor under this Agreement up to the effective date of termination shall be made in proportion to work completed and allowable expenses incurred, in accordance with the principles of cost reimbursement, agreements and contracts. Notwithstanding the foregoing, costs related to any reports required to be completed after the effective date of termination will be reimbursed. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to RIDE for damages sustained by RIDE by virtue of any breach of this Agreement by the Contractor; and RIDE may withhold payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to RIDE from the Contractor is determined.

Article 12

Indemnification and Insurance. The Contractor shall hold harmless and indemnify the State of Rhode Island, RIDE, and their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action (including reasonable attorneys fees), which arise out of or are connected with, or are claimed to arise out of or be connected with any of the services provided to the State under this Agreement. The foregoing provision shall not be deemed to be released, waived or modified by reason of any insurance provided by the Contractor under the provisions of this Agreement. 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.

Article 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 to appropriate state and/or federal officials for examination or audit, ensure that audits are conducted in accordance with 2CFR Chapter I, Chapter II, Part 200 Subpart F, Audit Requirements, if applicable, and to keep such records on file until the final audit of RIDE records under the federal grant funding of this Agreement, or until such time as federal provisions permit the records to be discarded. All management correspondences that accompany audit reports must be sent to RIDE. If a client served by this contract is charged for service, the Contractor must report this income.

Article 14

On-Site Inspection. The Contractor agrees to permit on-site monitoring, evaluation, and inspection of all activities related to this Agreement by officials of the RIDE, its designee, and, where appropriate, the federal government.

Article 15

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

Article 16

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

Article 17

Proprietorship. RIDE and the Contractor shall be considered Joint Owners (as that term is defined by US Copyright Law) of all intellectual property including finished or unfinished documents, computer software, data studies, and reports prepared or acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. RIDE will own all tangible property and equipment acquired by the Contractor under this Agreement and for which reimbursement was claimed under this Agreement. 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 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.

Article 19

Rights to Inventions Made. If the award meets the definition of a “funding agreement” under 37 CFR 401.2(a) and the Contractor wishes to enter into a contract with a small business or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement”, the Contractor must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Article 20

Publicity. The Contractor will give due credit to RIDE and the appropriate state and/or federal agencies. RIDE will be credited on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement. RIDE will give due credit to the Contractor on all media announcements, billboards, and educational materials produced or developed under the scope of this Agreement.

Article 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.

Article 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. The Contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin under any program or activities undertaken in behalf of this Agreement. In addition, the Contractor agrees to establish a procedure for complaint from any person who believes that such discrimination is being practiced in any activity relating to this Agreement.

Article 23

Drug Free Workplace Policy. The Contractor agrees to maintain and enforce its Drug Free Workplace Policy. The Contractor acknowledges that a violation of the Drug Free Workplace Policy may, at RIDE's option, result in termination of this Agreement.

Article 24

Environmental Tobacco Smoke. The Contractor agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by the entity and used routinely or regularly for the provision of RIDE day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are constructed, operated or maintained with such funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

Article 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. Failure to comply with the provisions of this article could result in denial of reimbursement for such non-approved sub contractual services.

Article 26

Department of Administration's Approval. This Agreement shall take effect upon the issuance of a purchase order by the Department of Administration's Division of Purchases.

Article 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.

Article 28

Byrd Anti-Lobbying Amendment (45 CFR 2543.87). The Contractor must comply with all federal laws restricting and/or limiting lobbying activities of recipients of federal funds including, but not limited to those covered under 31 U.S.C. Section 1352.

Article 29

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

Article 30

Laws of Rhode Island and Venue. It is expressly agreed by the Parties that this Agreement shall be governed by the laws of the State of Rhode Island. Jurisdiction and venue for any and all legal actions, whether arising in law and/or equity, shall be brought in the Rhode Island Superior Court, in, with, and for the County of Providence, State of Rhode Island.

Article 31

Suspension and Debarment. Non-federal entities are prohibited by Federal Executive Orders 12549 (3 CFR 1986 Comp., p.189) and 12689 (3 CFR 1989 Comp., p. 235) from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. By signing this Agreement the Contractor certifies that the organization and its principals are not suspended or debarred, proposed for disbarment, declared ineligible, or voluntarily excluded by any federal agency from federal procurement and non-procurement programs.

Article 32

Davis-Bacon Act. For prime construction contracts in excess of $2,000, the Contractor must comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Article 33

Contract Work Hours and Safety Standards Act. For contracts in excess of $100,000 that involve the employment of mechanics or laborers, the Contractor much comply with the Contract Work Hours and Safety Standards Act (40 USC 3702-3704, as supplemented by the Department of Labor regulations (29 CFR Part 5)).

Article 34

Clean Air and Federal Water Pollution Control Acts. For contracts in excess of $150,000, the Contractor must comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

Article 35

Recovered Materials. The Contractor must comply with the Section 6002 of the U.S. Environmental Protection Agency's Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (October 21, 1976) which encourages the use of recovered materials and promotes buy-recycled efforts.

SECTION II
WORK PROGRAM SPECIFICATIONS

I. BACKGROUND/OVERVIEW/PURPOSE:

Beginning in FY 2009, the Rhode Island General Assembly initiated the creation of a statewide transportation system for out-of-district special education and non-public school students under an amendment to Sections 16-21.1-7 and 16-21.1-8 of the General Laws in Chapter 16-21.1 entitled "Transportation of School Pupils Beyond City and Town Limits."

Statistically, the statewide transportation program has matured to encompass Rhode Island's 35 regular and regional school districts as well as 23 Charter and out-of-state Local Education Agencies (LEAs). Specific to school data, approximately 45 private and charter, 67 special education out placements and 203 public and career / vocational school programs are serviced daily. During the 2018-2019 school year, vehicle data was reported for 302 buses transporting 2,877 private and public-school students. There are approximately 190 days of service across the System, plus a limited amount of summer school service [i.e., Extended School Year (ESY)]. Presently, no extracurricular / field trip service is being performed. Note that there are currently four (4) school districts that have district owned / operated transportation systems: Narragansett, New Shoreham, North Kingstown and Westerly. At any point during the term of this agreement any or all of these districts may choose to outsource their transportation services at which time the requirements of the statewide system would apply.

II. SCOPE OF THE WORK:

1) Student Transportation Service Requirements

- **Legal Compliance**
  - The Contractor will comply with any and all applicable federal, state, county, municipal, and local laws, statutes, executive orders, ordinances, policies, regulations, and/or prohibitions currently in force or that may come into force during the term of this Agreement that pertain to the provision of student transportation services to the Rhode Island Department of Education.
  - This compliance includes every aspect of student transportation service provision including, but not limited to: school buses and related vehicles; school bus equipment; school bus licensing; employee training; employee certification; driver licensing; employee background checks; employee drug and alcohol testing; first aid certification; emergency preparedness; environmental compliance; fueling; traffic and parking; and others.
  - The Contractor is responsible for having full knowledge of all such laws, statutes, ordinances, Board of Education policies, and Rhode Island Department of Education regulations at all times over the term of this Agreement.
  - The Rhode Island Department of Education is responsible for providing an official copy of all applicable Board of Education policies and Rhode Island Department of Education regulations to the Contractor prior to the initial execution of this Agreement.

- **Transportation Service Provision — Programs, Types, and Volume**
  - The Contractor will provide home to school and school to home transportation service for all Private, Parochial, Charter, Career & Technical Education (CTE) school pupils, and displaced and diverse learner pupils defined as eligible for Transportation in Zones B and/or C and/or D and assigned to the Contractor by the Rhode Island Department of Education under this Agreement.

- The Rhode Island Department of Education reserves the right at any time during the term of this Agreement to alter rider eligibility policies and other parameters that may increase or decrease the amount of service to be provided in accordance with this requirement.
- The number of vehicles to be operated by the Contractor in accordance with this requirement may increase or decrease by twenty (20) percent per year at the prices established in this Agreement. A change of more than twenty (20) percent will require the Contractor and the Rhode Island Department of Education to renegotiate prices for the balance of the Agreement term.

➢ The Contractor will provide such additional and supplemental Transportation services as may be required by the Rhode Island Department of Education including, but not limited to: midday, shuttle, and special programs.

- **Transportation Service Provision — Operating Parameters**
  - The Contractor will provide Transportation in conjunction with certain parameters established by the Rhode Island Department of Education as Board of Education policies, Rhode Island Department of Education regulations and Standard Operating Procedures. These may be altered at any time over the term of this Agreement and at the sole discretion of the Rhode Island Department of Education.
  - A list of the Rhode Island Department of Education's current transportation operating parameters can be found in **Exhibit A.** Exhibit A may be modified at any time over the term of this Agreement at the sole discretion of the Rhode Island Department of Education.
  - The Rhode Island Department of Education will assign routes and route packages to the Contractor in conjunction with the services referenced in this Agreement and the Agreement's supporting Exhibits. The Rhode Island Department of Education is responsible for the development and administration of the planned routes and route packages. The Contractor is responsible to be fully aware of the parameters under which the service was planned and to communicate with the Rhode Island Department of Education if recurring problems, issues, or exceptions are noted with any route or route package assigned to the Contractor.
  - The Contractor is to perform the routes and route packages as assigned by the Rhode Island Department of Education, except that:
    - Deviations may occur irregularly based upon:
      - ➢ A particular day's riders or schedule or weather
      - ➢ Unforeseen traffic situations or incidents
      - ➢ The bus driver or Contractor's contention that following the prescribed route creates an unsafe circumstance
    - The Contractor will report, when recurring for three (3) consecutive school days and in a manner acceptable to the Rhode Island Department of Education, the following exceptions associated with performing the routes as designed:
      - ➢ Zero (0) riders at morning or afternoon bus stops
      - ➢ Late arrival at a particular school in the morning of ten (10) minutes or more
      - ➢ Late departure from a particular school in the afternoon of ten (10) minutes or more
    - The Contractor will immediately report in a manner acceptable to the Rhode Island Department of Education, the following exceptions associated with performing the routes as designed:
      - ➢ Road closure causing a route deviation

- Any route turns, turnarounds or route paths that should be altered to reduce unnecessary travel or minimize potentially unsafe circumstances
- Any bus ridership that is beyond the parameters established as acceptable by the Rhode Island Department of Education
- The Rhode Island Department of Education will make every effort to notify the Contractor of route changes at least two (2) school days before the change is to occur.
- The Contractor will comply with route change orders from the Rhode Island Department of Education within two (2) school days of notification.
- The Rhode Island Department of Education will provide access to route data such that the Contractor can fulfill its service obligations.

2) <u>Contractor Accountabilities & Responsibilities</u>

- **Safe Service**

  - Student, Rhode Island Department of Education employee, constituent, and Contractor employee safety is paramount and will be the highest priority consideration in the delivery of services under this Agreement.
  - The Contractor shall immediately inform the Rhode Island Department of Education of any Rhode Island Department of Education policies, regulations, procedures, or practices that may conflict with safety prioritization.
  - The Contractor shall not intentionally compromise safety in order to achieve any of the requirements of this Agreement.
  - The Contractor shall not intentionally perform an unsafe act to achieve contractual or related performance criteria.
  - The Contractor will immediately perform any service necessary to address a safety concern whether or not it is specifically required by this Agreement.

- **Appearance of Contractor Resources**

  - The appearance of the Contractor's vehicles, facilities, work areas, and employees will meet the higher of 1) standards specified by the Rhode Island Department of Education in an Exhibit to this Agreement, or 2) customary and reasonable standards for the student transportation industry.
  - The Rhode Island Department of Education may, at its sole discretion and at any point over the term of this Agreement, impose specific dress, condition, or cleanliness standards upon the Contractor as the Rhode Island Department of Education may deem appropriate.

- **Contractor Employee Conduct**

  - The conduct of Contractor's employees will meet the higher of 1) standards specified by the Rhode Island Department of Education in an Exhibit to this Agreement, or 2) customary and reasonable standards for the student transportation industry.

- The Contractor will be responsive to written direction provided by the Rhode Island Department of Education as to any personnel or conditions deemed to be insufficient relative to these standards.

- The Rhode Island Department of Education may, at its sole discretion and at any time over the term of this Agreement, mandate a change to the Contractor's management personnel if the Rhode Island Department of Education determines that the Contractor's repeated and progressive efforts to resolve a specific and documented shortcoming identified by the Rhode Island Department of Education have been unsuccessful.

- The Contractor must comply with any Rhode Island Department of Education request for the removal of an employee providing service under this Agreement if such removal is deemed to be in the best interest of the Rhode Island Department of Education.

- **Contractor Vehicles**

  - The Contractor will provide school transportation vehicles of sufficient number, quality, and dependability to perform Transportation within the requirements of this Agreement, including, but not limited to the Legal Compliance and Minimum Service Level Criteria paragraphs of this Agreement, and the following:

    ~ All vehicles used in the performance of this contract shall comply with the vehicle age and mile parameters listed below:

Vehicle Group	Vehicle Type	Maximum Age	Average Age	Maximum Miles
1	Bus: B,C, D	10 years	6 years	200,000
2	Bus A	7 years	4 years	150,000
3	RI Certified Van	7 years	4 years	150,000

    ~ Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2009 model year bus would be considered five years old for the 2014-2015 school year. Average age shall be computed by totaling the age in years for all vehicles within the three groups shown above at the beginning of the school year and dividing this value by the total number of vehicles in each group.

    ~ RIDE's preference is that the contractor attempt to adhere to a minimum spare vehicle requirement of ten (10) percent of the total regular daily routes operated. This preference shall extend to the provision of a minimum of ten (10) percent standby personnel to operate the total regular daily routes.

    ~ The Contractor will repair and maintain all vehicles, at a minimum, in accordance with vehicle manufacturer recommendations.

- The Contractor will submit an inventory of their vehicle fleet to be assigned to the provision of services under this section of the Agreement, with content and in a format acceptable to the Rhode Island Department of Education, a minimum of one-month prior to the commencement of services under this Agreement, and at least one-month prior to each subsequent annual anniversary date of the Agreement.

- The Contractor will provide all of the vehicle equipment required to provide Transportation. This may include, but is not limited to: wheelchair lift-equipped vehicles; wheelchair tie-downs; and other special equipment.

- Each Contractor vehicle will be equipped with two-way voice communications to the Contractor dispatch facility.

- Each Contractor vehicle will be equipped with Automatic Vehicle Location (AVL/GPS) devices of a type and quality sufficient to interface with, and/or transfer data to the Rhode Island Department of Education. The data available to the Rhode Island Department of Education must, at a minimum, enable calculation of the Minimum Service Level Criteria of this Agreement, and adequately support the Rhode Island Department of Education's Contract Performance Management Program.

- **Software, Hardware and Related Technologies**

  - The Contractor will provide the software, hardware and technical services necessary to:
    - Connect to the Rhode Island Department of Education's designated online data systems via internet-based portals, as required.
    - The Contractor shall provide an AVL/GPS system and provide the Rhode Island Department of Education with direct data system access to the Contractor's AVL/GPS data system.
    - Provide for digital video recording devices on all bus routes serving displaced students and diverse learners, and provide Rhode Island Department of Education with access to the data retrieved on demand.
    - External stop-arm bus cameras shall be in use throughout the term of this Agreement. The Contractor shall be required to comply with usage and reporting requirements defined at the sole discretion of RIDE except that such use shall be at no cost to the Contractor.
- When providing direct data system access to Contractor systems, the Rhode Island Department of Education's access to data will be restricted so as not to interfere with the integrity of the data system or with the Contractor's operations, and can be limited to ensure the privacy of Contractor information unrelated to this Agreement.

- **Pre-service Route Verification**

- The Contractor will perform one dry-run, defined as operating each bus at the scheduled times but without students on board, for each assigned route and route package not less than ten (10) days preceding the first day of school in each school year falling within the term of this Agreement. This process will be coordinated with Rhode Island Department of Education officials who may monitor the process without restriction. The Rhode Island Department of Education and Contractor will meet within one (1) day following completion of each dry-run to assess the outcome of the dry run.

g) Other Contractor Responsibilities

- The Contractor will be responsible for providing all services related to the provision of Transportation services not otherwise noted in, and not specifically reserved for the Rhode Island Department of Education by this Agreement. No additional compensation shall be provided for these services. These services include, but shall not be limited to:
  - Coordination of student behavior management on school buses with school officials in collaboration with RIDE and the System Manager.
  - State and Rhode Island Department of Education mandated data collection
  - Accident and incident investigation
  - Customer service activities to the Rhode Island Department of Education, school officials, parents and guardians

h) Cooperation with Rhode Island Department of Education

- The Contractor will work cooperatively with the Rhode Island Department of Education to ensure safe, effective, and efficient Transportation throughout the term of this Agreement. The Contractor will be responsive to the Rhode Island Department of Education's requirements for unscheduled bus or rider-related events and special requests. No additional compensation shall be provided for complying with these requests. These requests may include, but shall not be limited to:
  - emergency preparedness activities
  - student or community safety matters, including a Student Safe Rider Program

~ student or community health matters

3) <u>Contractor Performance</u>

- **Contract Performance Management Program**

  ~ **Exhibit B** provides a description of the Rhode Island Department of Education's Contract Performance Management Program. The Contractor will be an active participant in, and will be responsive to, the requirements of this 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.

  ~ Many aspects of the Contract Performance Management Program noted in Exhibit B will be in development over the term of this Agreement. The Contractor is expected to cooperate and work with the Rhode Island Department of Education as this program is implemented and refined. By implementation of the Contract Performance Management Program RIDE does not waive any rights or remedies it has pursuant to Article 10 of this Agreement.

- **Minimum Service Levels and Standards of Performance**

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

  ➢ The standards of service are as follows:

Performance Standards	Compliant	Non-Compliant
Accidents	Vendor has less than 2 preventable accidents per 100,000 miles traveled per month	Vendor has 2 or more preventable accidents per 100,000 miles traveled per month
Breakdowns	Vendor has fewer than 5 breakdowns per 100,000 miles traveled per month	Vendor has 5 or more breakdowns per 100,000 miles per month
Video Camera not functioning	SW receives video footage upon request 100% of the time per month	SW receives video footage upon request less than 100% of the time per month

  ➢ The data and information required to calculate and track Contractor performance will be provided to the Rhode Island Department of Education not later than the 15th of each month for service completed in the prior service month. The data and information will be submitted in a verifiable manner and format acceptable to the Rhode Island Department of Education. The Contractor will be deemed to be in non-compliance 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 one (1) month; not limited to the same item recurring.

- A non-compliance condition must be cured within thirty (30) days of its initial occurrence,
- The Contractor will comply with Rhode Island Department of Education directives to improve operations and outcomes that fall below the established standards.

c) **Contractor Fiscal Efficiency**

- The Contractor will make an ongoing good-faith effort to identify opportunities to improve the efficiency and effectiveness of the bus routes and route packages assigned to the Contractor by this Agreement. Where feasible, the Contractor will identify opportunities to modify, pair, combine, or repackage bus routes with the objective to perform Transportation services in the most efficient and effective manner possible. If identified, such opportunities will be communicated to the Rhode Island Department of Education not later than one (1) week following the identification. At a minimum, the Contractor will submit a written report to the Rhode Island Department of Education, to accompany each regular invoice submission, summarizing the opportunities identified in the period covered by the invoice or, if no opportunities were identified, making an affirmative statement attesting to this fact.
- The Contractor will immediately notify the Rhode Island Department of Education, in a manner deemed acceptable by the Rhode Island Department of Education, of any new programs or services that are requested of the Contractor by school officials or representatives, including any school building or program bell time changes. The Contractor shall not fulfill such requests until and if authorized by the Rhode Island Department of Education.

4) Basis for Contractor Compensation

- **Daily Bus Service Time**

- The Contractor's pricing for Transportation will primarily be structured upon the length of time required for a vehicle to complete its regularly assigned daily route package. The Rhode Island Department of Education will assemble individual Transportation routes in time tiers, potentially serving multiple schools in succession. The route package time of service will start when the first scheduled student rider boarding occurs for either the morning home-to-school, or afternoon school-to-home component and ends when the last scheduled student debarkation occurs at the final school destination in the morning or the final scheduled stop in the afternoon. The combination of the morning and the afternoon route package time of service constitutes the **Daily Bus Service Time.**
  - Vehicle operating time expended transiting from the Contractor's assigned vehicle parking location to the first scheduled student boarding in either the morning or afternoon component of the service day shall not be included in the Daily Bus Service Time.
  - Vehicle operating time expended transiting from the final scheduled student debarkation to the Contractor's assigned vehicle parking location in either the morning or afternoon component of the service day shall not be included in the Daily Bus Service Time.
  - Vehicle operating time expended transiting empty of student riders at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
  - Vehicle time expended empty of student riders and waiting for a subsequent component of the route package to start at any point between the first scheduled student boarding and final scheduled student debarkation will be included in the Daily Bus Service Time.
  - Daily Bus Service Time is calculated in accordance with scheduled route data as determined by the Rhode Island Department of Education and operated by the Contractor following all of the requirements of this Agreement.

- ~ Daily Bus Service Time will be rounded to the nearest fifteen (15) minute increment.
- ~ Occasional variances in planned versus actual Daily Bus Service Time of fifteen (15) minutes or less will receive no adjustment to compensation.
- ~ Recurring variances in planned versus actual Daily Bus Service Time of any length may result in a compensation change following verification by the Rhode Island Department of Education and adjustment to the scheduled route data. The Contractor must report recurring variances to the Rhode Island Department of Education immediately **on their identification notwithstanding any other reporting requirements of this Agreement.**

- **Route Packages**

  - The Daily Bus Service Time will be comprised of a package of routing components as determined by the Rhode Island Department of Education. Route components may include any combination of private school or diverse learner students of any grade level, one or multiple schools or program types, any number of bus stops, and service to any location within the geographic area defined by this Agreement.
  - Route packages will be assembled such that individual assigned vehicles are performing logical and efficient combinations of routing components in the morning and again in the afternoon, to the extent feasible.
  - Route packages will be assembled such that the assigned vehicle type, size and equipment requirements are common to all routing components in the package, to the extent feasible.
  - Route packages will be assembled such that the composition of the Contractor fleet is considered in matching requirements to available bus types, to the extent feasible.
  - The Rhode Island Department of Education will schedule some routing components on a recurring, but not on a daily basis. The Rhode Island Department of Education will treat any such component occurring on three (3) or more service days during a regular five (5) day service week as a regular recurring service for compensation purposes.
  - Any regular routing component that occurs on a recurring basis but less than three (3) service days in any regular five (5) day service week will be treated as an additional supplemental service for compensation purposes.
  - Morning and afternoon route packages will be paired as efficiently as possible by the Rhode Island Department of Education, with the morning and afternoon schools and programs served being the same, to the extent feasible.
  - The Contractor will assign the same driver to both the morning and afternoon package of runs, to the extent feasible.

- **Pricing Elements**

  - A matrix describing each element for which the Contractor will be provided compensation and the rate of compensation associated with each element is incorporated by reference within this Agreement.
  - The Contractor is guaranteed compensation for a minimum Daily Bus Service Time of four (4.0) hours for each vehicle assigned to a regular routing package under this Agreement. Any Daily Bus Service Time of four (4.0) hours or less will receive this rate of compensation.
  - Additional compensation for Daily Bus Service Time in excess of four (4.0) hours will be provided based on the regular service incremental hourly rate, calculated in fifteen (15) minute increments.
  - Compensation for additional supplemental services will be provided for each instance of service, at the rates specified in the pricing matrix.

- The Rhode Island Department of Education reserves the right to alter, add, or delete route components or route packages at any time within the requirements specified by this Agreement.
- The Contractor and the Rhode Island Department of Education shall keep accurate records of all services provided, and shall be detailed on each Contractor invoice submitted.

5) Invoicing and Compensation Adjustments

- **Invoicing**

  - The Contractor will submit an invoice to the Rhode Island Department of Education once per month. An invoice shall be submitted not later than the final business day of the month for the services completed in the previous month.
  - The invoice will be agreed upon in writing by the Rhode Island Department of Education and the Contractor prior to the issuance of the invoice by the Contractor.
  - The invoice will be provided in a format acceptable to the Rhode Island Department of Education, a template for which will be provided to the Contractor not less than one month prior to the commencement of services under this Agreement.
  - The invoice will include sufficient information and detail to support the amounts billed, and will reconcile to this Agreement.
  - The invoice will be received, reviewed, and approved by the System Manager for submission to the Rhode Island Department of Education. Material errors on invoices will result in the entire invoice being returned to the Contractor for correction and resubmission. Errors deemed immaterial will be subject to an adjustment on the following month's invoice.

- **Annual Price- Transportation Services**

  The Contractor's pricing is firm as set forth herein in SECTION III Budget.

- **Fuel Cost Adjustment**

  - RIDE will adjust the net fuel cost to the Contractor based upon prescribed fuel usage factors, as noted below:

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

  - Fuel consumption will be determined by using computerized routing software to report the total miles traveled each day by type of vehicle listed below. Fuel usage will then be calculated by dividing total miles driven by type of vehicle by the miles per gallon factor for each type of vehicle using the fuel usage factors.

- There shall be a quarterly compensation adjustment for student transportation services provided under the Agreement to reflect changes in the cost of fuel. The adjustment shall be performed by converting the miles scheduled to be traveled into gallons, to which a price factor will be applied.

- For purposes of this adjustment, the baseline fuel cost shall be $2.725 per gallon for diesel fuel and $2.191 per gallon for unleaded gasoline, exclusive of all applicable state and federal excise and sales taxes.

- Miles traveled will be calculated using computerized routing software to generate a report of the total daily garage-to-garage mileage for each route. This route will be revised only in the case of a significant change in the route, but not for minor changes, e.g. a route which usually has three schools on it will not be redone on a day when one of the schools is not is session. The Contractor will be responsible for tracking the number of shuttle runs performed (e.g. CTE HS trips back and forth to work site) and reporting this weekly.

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

  ~ The miles traveled by type of vehicle.

  ~ The gallons consumed, calculated by using a miles per gallon factor for each type of vehicle.

  ~ Average spot fuel price for the quarter, calculated from the indexes at the United States Energy Information Administration (EIA) at www.eia.gov as posted for each Wednesday of each week of the quarter. This site lists daily spot prices for New York Harbor Ultra Low Sulfur Diesel #2 Fuel and for New York Harbor Conventional Gasoline.

  ~ The ultra-low sulfur average spot price as calculated above is then discounted by 3.20% to reflect the historical differential between the index previously used low sulfur versus ultra-low sulfur spot prices. The posting of the low sulfur index ceased in mid-2013, and ultra-low sulfur prices have historically exceeded low sulfur prices. The posting of the low sulfur index ceased in mid-2013, and ultra-low sulfur prices have historically exceeded low sulfur prices.

  ~ The resultant amount is the fuel compensation adjustment.

- **Ancillary Services and Costs**

  - The Contractor will bear all costs associated with performing services not identified in this Agreement or in the Exhibits with the exception of bridge tolls. RIDE will reimburse the contractor for all bridge and tunnel tolls.

  - The Contractor will bear all penalties, fines, damages, levies, taxes, etc. that may arise from performing Transportation services.

6) Exhibits To Contract Service Specifications

- **Exhibit A:** Transportation System Operating Parameters
- **Exhibit B:** Contract Performance Management Program

Exhibit A — Transportation System Operating Parameters

1) Statement of Purpose

a) This Exhibit provides a cross-reference to all currently-applicable Transportation Parameters as defined by Standard Operating Procedures. The Statewide Transportation System Standard Operating Procedures (RIDEOST series) referenced within this Exhibit expand upon and interpret the student transportation service requirements of the Rhode Island General Laws and Rhode Island Department of Education policies currently in force.

2) Service Requirements

a) State of Rhode Island requirements for student transportation are contained within, but not limited to, the following RI General Laws: Title 16, Chapter 21 and Title 31, Chapter 20, 22 and 23.

b) Student eligibility for transportation service within the statewide system is defined within in Chapter 16-21.1-2, Sections 16-21.1-7 and 16-21.1-8 of the General Laws entitled "Transportation of School Pupils Beyond City and Town Limits."

c) Appeal procedures related to any aspect of transportation service delivery are defined within RI DEOST.028

3) Service Planning Parameters

a) The parameters used by the RIDE in planning the transportation services provided are defined within the following procedures:

i) General Transportation Definitions — RIDEOST.001

ii) Communications Protocol — RIDEOST.002

iii) Homeless Students — RIDEOST.007

iv) Master Route Table — RIDEOST.009

v) Alternate Bus Stops — RIDEOST.010

vi) Program Operating Parameters — RIDEOST.012

vii) Dry Runs — RIDEOST.017

viii) Police Route Review — RIDEOST.018

ix) School Calendars — RIDEOST.019

x) Operational Data — RIDEOST.020

4) Operational Safety

a) The requirements governing, and the practices to be followed in the provision of safe transportation services are defined within the following procedures:

i) Vehicle Incidents & Accident Management — RIDEOST.004

ii) Student Incidents — RIDEOST.005

iii) Inclement Weather — RIDEOST.013

iv) Bus Evacuation Plans — RIDEOST.022

v) Threat/Emergency Response Plan — RIDEOST.029

vi) Contractor Staff Removal — RIDEOST.027

5) Additional administrative requirements governing the operations of the statewide transportation system are defined within the following procedures:

i) Bus Contractor Audit — RIDEOST.026

ii) Route Overage Time Request — RIDEOST.033

- end of document -

Program Assignments & Responsibilities

Responsibility for determining the approach, assigning staff resources, providing oversight, and managing overall contractor relations within this program resides with the Office of Statewide Efficiencies, Rhode Island Department of Education.
Specific responsibilities for program implementation include the following:

- *Program Administrator responsibilities* — The Program Administrator is the Rhode Island Department of Education, with responsibilities delegated to the System Manager and RIDE Performance Manager. The Program Administrator maintains overall accountability for the program. The responsibilities of the administrator include the annual determination of the specific contract elements that will be subject to compliance monitoring and performance measurement, management of the annual program calendar, and management of the contractor annual performance assessment process.

- *Contract Manager responsibilities* — Each bus operator contract will have a named "Contract Manager" within the System Manager's office. The contract manager is responsible for executing all aspects of the program as it relates to the assigned bus operator contract. This is the primary point of contact for the contractor's management team as it relates to all of their contractual responsibilities.

- *RIDE and System Manager staff responsibilities* — Specific program tasks and requirements will be distributed throughout the RIDE and System Manager organization at the sole discretion of the Program Administrator.

- *Bus Operator Contractor responsibilities* — A successful program will be one in which the contractor is an active and engaged participant. The contractor is responsible for designating a management level staff member to serve as the contractor's counterpart to the Contract Manager. The contractor is furthermore responsible for ensuring their full understanding of the program's purpose and intent, and their specific contractual and program obligations.

- *Communications Protocol* — Regular communications, both structured and unstructured, will be a critical success factor. The most important element will be the regular formal and informal communications that occur between the contractor designee and the Contract Manager. It is an absolute requirement and responsibility of these two key individuals to establish open, ongoing, and consistent communications between them. **This program establishes a formal relationship between these individuals. All matters pertaining to the contractor's performance obligations must utilize this communication channel.**

- *Annual and ongoing data submission requirements* — The contract requires that various pieces of information be passed between the parties at the outset of the contractual relationship and periodically throughout the contract term. These requirements are summarized in the Contract itself, and will be detailed annually in the Contract Management Calendar, and the Contract Compliance Monitoring Plan.

Contract Management Calendar

Embedded within the overall life cycle of the contract is an annual service delivery cycle that corresponds with the Rhode Island Department of Education school calendar. The specific elements of the contract performance management program work within this annual cycle. The timing for the various elements of the program are summarized in the following contract management calendar to be managed by RIDE's Performance Manager.

Contract Month	Annual Service Cycle Requirement
June	Complete contract initiation tasks (new contracts). Establish contract management program (new contracts) staff review of RIDE contractual obligations (all contracts). Development and submission to the contractors of the annual compliance monitoring and performance measurement plan specifics for the year ahead. Contractor annual data and information submission requirements completed.
July	Begin service (all contracts)
August	Monthly performance data collection
September	Monthly performance data collection
October	Monthly performance data collection Route audits
November	Monthly performance data collection Route audits
December	Monthly performance data collection Route audits
January	Monthly performance data collection Route audits
February	Monthly performance data collection Route audits Customer satisfaction survey
March	Monthly performance data collection Route audits
April	Monthly performance data collection Route efficiency analysis and begin route planning Compliance audits
May	Compliance audit reports Performance assessment reports Performance assessment meetings

Contract Compliance Monitoring Plan

Annual Contract Compliance Audit - The primary mechanism supporting the Contract Performance Management program is the annual contract compliance audit. The purpose for this audit is to ensure that the contractor meets the minimum requirements established by the contract. The result of the audit will also provide input to the Contract Performance Measurement Plan and will be an integral part of the Annual Contract Performance Assessment.

Each compliance element in the annual contract compliance audit will be separately determined on a pass - fail basis as either "in compliance" or "not in compliance". There is an extensive list of compliance items to be verified, and a satisfactory level of compliance may not require a 100 percent rating. Rather, the Program Administrator will develop an annual standard against which all contractors providing service to RIDE are objectively and equally rated. Many contractual requirements may be excluded from this rating in any given contract year, but **under no circumstance is the contractor relieved of any contractual requirement that is excluded from the rating in any given year.** The contractor will not be rated for compliance on any element outside of its contractual responsibilities. The overall results of the compliance audit will support the Program Administrator's assessment of the contractor's performance. The assessment of the contractor's performance will form the basis of any performance improvement objectives or plans created and agreed to by RIDE and the contractor.

There are four primary elements to the annual contract compliance audit.

- *Compliance Audit Checklist* — A compliance audit checklist is the mechanism that will be utilized in gathering the data required to determine compliance with contractual obligations. The number of, and specific compliance items to be tracked and verified annually will be determined by, and at the sole discretion of the Program Administrator. The checklist to be used will be developed by the Program Manager and submitted to the contractor prior to the start of service delivery in each contract year.
- *Compliance Audit Procedures & Standards* — The checklist for each year will be accompanied by a set of procedures that describe how it is to be applied and the standards against which compliance is measured. For example, the procedures will define when and how the audit will be conducted, whether compliance is to be measured only at the time of the audit or whether the contractor will be provided with an opportunity to correct any discrepancies, and the consequences for non-compliance. The procedures used will be developed by the Program Administrator and submitted to the contractor prior to the start of service delivery in each contract year.
- *Compliance Audit Report* — The results of the audit will be submitted to and reviewed with the contractor via a compliance audit report that summarizes and describes the results of the audit, the implications for the contractor, and any requirements for improvement. This report will become an integral component of the contractor's annual performance assessment, and part of the contractor's permanent performance record with the Rhode Island Department of Education.
- *Periodic Bus Route Audits* — A second critical mechanism within the Contract Compliance Monitoring Plan is the completion of periodic bus route audits. These audits serve a dual purpose. First, they

provide for compliance monitoring of contractual requirements that cannot be satisfied through the annual compliance audit. Second, the route audits provide a means to collect data that also supports the Contract Performance Measurement Plan.

A route audit checklist is the mechanism that will be utilized in gathering the performance measurement data and other information required to determine contract compliance. Methods for conducting route audits will vary with the technology and staffing resources available over the contract term. The approach used will be developed by the Program Administrator and submitted to the contractor prior to the start of service delivery in each contract year.

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 contractor performance, and that provides feedback to contractors. **This is not designed to be evaluative in the sense that contractors will be judged one against the other. Rather, it is designed to provide RIDE with a structured and consistent tool to first understand, and then take action to improve contractor *and* RIDE's performance.** The compliance monitoring plan ensures that contractors meet their contractual obligations. The performance measurement plan provides an opportunity for the contractors to demonstrate their commitment to provide service above and beyond the minimum requirements established by the contract.

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

- *Safety* — Measures that assist RIDE in determining and improving the overall safety of transportation operations
- *Cost* — Measures that assist RIDE to improve the overall efficiency of its operations.
- *Reliability* — Measures that assist RIDE in determining and improving the reliability of the bus contractors' operations and fleet
- *Responsiveness* — Measures that assist RIDE in determining and improving the responsiveness of the bus contractors to the needs of RIDE and its customers

The actual measures will be determined annually and submitted to the contractors prior to the start of service in each contract year in a Performance Measure Matrix. The matrix will describe whether each measure is a primary, secondary, or tertiary measure. The matrix will also be utilized by RIDE for prioritization and phase-in planning. The Performance Measure Matrix further describes which of the four categories each measure belongs to, and whether the measure relates to a contractual compliance item or is a separate performance measurement item. **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.**

A companion Performance Measure Glossary will be provided that describes, for each measure:

- *The standard of performance* — These are not presented as benchmarks, but rather describe the type of standard (e.g., manufacturer standard, peer comparison, internal SYSTEM MANAGER standard, contractual standard, etc.) that will be utilized for the specific measure.
- *What will be measured* — This describes whether the measure will be subject to instance sampling, an average over time, or some other method.
- *How the measure will be calculated* — This describes the actual calculation of the measure to provide consistency across all contractors.
- *The sources of required data* — This describes how the data required for calculating the measure can be collected or developed.
- *When and how frequently the factor will be measured* — This provides the timing and frequency of measurement.
- *How the results will be reported and tracked* — This provides a description for how the measure will be summarized.

The combination of both matrices will serve as the core reference tools for the Contract Performance Measurement Plan. Unlike the Contract Compliance Monitoring Plan where the elements are clearly articulated and presented as a series of checklists and forms, the Contract Performance Measurement Plan will be considered ongoing. Data collection, measurement, analysis, and reporting of contractor performance will be a continuous effort.

Annual Contract Performance Assessment

The capstone for the program is the Annual Contract Performance Assessment, which will be completed for each bus contractor. This is the formal method of providing feedback to the contractor. The Annual Contract Compliance Audit Report and the results of the performance measurement plan will serve as the primary information inputs for completing the assessment.

With a high quality Contract Performance Measurement Program in place, this formal annual assessment will be productive and collaborative. The Contract Manager and contractor designee will have been in constant communication throughout the service year. Information will flow between the contractor and RIDE to support specific elements of the compliance monitoring and performance measurement plans, as well as informally between the staff of the two organizations to manage day- to-day requirements and solve problems. With the expectations of the program clearly established and rigidly enforced, the Annual Contract Performance Assessment becomes an opportunity to celebrate accomplishments and work collaboratively to improve performance. The assessment consists of the following key elements:

- *RIDE Assessment of Contractor Performance* — A formal letter, with the Annual Contract Compliance Audit Report and the Contractor Performance Report as attachments, will be provided to the contractor in advance of the assessment meeting summarizing the Program Administrator's assessment of contractor performance for the service year, and making recommendations for improvement. A key element of this report will be a statement of compliance with contractual requirements. If the contractor is found to be out of compliance

and remedial steps have not been taken, contract termination provisions or other remedies available under Article 10 and Article 11 of this Agreement may be invoked. This initial assessment document serves as a discussion piece and guide for the balance of the assessment process.

- *Assessment Meeting* — The Program Administrator, Contract Manager, and contractor designees will meet to discuss the report and determine action items for the following service year. The form and content for each bus contractor assessment meeting will depend on the circumstances surrounding each contractor's performance. For the sake of equity, however, the agenda will be roughly consistent for all contractors.

- *Contractor Response* — The bus contractor will be provided with the opportunity and encouraged to submit a formal written response to the report and assessment meeting. This response should lay out the contractor's response to the improvement recommendations and plans for implementation. This response and the actions taken can then be utilized as an additional input to the following annual performance assessment.

PAYMENT TERMS:

Payments will be made upon receipt of monthly invoices from the Contractor in accordance with the detailed line items in the purchase order.

SECTION III

BUDGET

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

Expense Category	Estimated Expenditures			
	Year 1	Year 2	Year 3	Year 4
1. Employee Salary and Benefits	0	0	0	0
2. 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: *(describe)*	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: *(describe)*		
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.