

## REQUEST FOR PROPOSALS

The Providence Public School District (hereinafter referred to as “DISTRICT ”) is requesting written, sealed proposals from qualified vendors to provide student transportation services to the DISTRICT as further described in this Request for Proposals (RFP) and the attached Contract for Services (Contract)

### District Contact and RFP Schedule of Events

The sole point of contact at the DISTRICT for all matters related to this RFP is as follows. No contact between prospective respondents and the DISTRICT is permitted, except as expressly allowed by the Schedule of Events, and all such contact shall be addressed to the DISTRICT’s designated representative:

Dr. Dexter Moore Jr.  
Chief Operating Officer  
Email: dexter.moorejr@ppsd.org  
Providence Public Schools  
T: 401.456.9100 x 11264

### **Proposal Due Date: Friday, February 20, 2026, 1:00 PM EST**

No proposal shall be accepted after the due date and time as specified.

#### Timeline of Events

Event	Date	Time
Issue Request for Bid	January 8, 2026	
Pre-Bid Meeting	January 15, 2026	10:00 am
Deadline for final questions	January 23, 2026	3:00 pm
PPSD Written Responses Posted	February 6, 2026	5:00 pm
Bid Due and Opening	February 20, 2026	1:00 pm
Vendor Presentations (if required)	March 3, 2026	TBD
District Review and Scoring of Submissions	February 23, 2026 - March 11, 2026	
Providence Public School District School Board Finance Committee Meeting	March 18, 2026	
Providence Public School District School Board Meeting	March 25, 2026	(tentative)
Projected Commencement of Services	August 1, 2026	

The online Pre-Proposal Conference is optional, but strongly recommended for all prospective respondents. The online meeting will be conducted on January 15, 2026, at 10:00 AM EST as follows:

Meeting Link: <https://us02web.zoom.us/j/82207998989?pwd=bSudau4tImUCHbnIoSMnO6MuXQPJXr.1>

Meeting ID: 822 0799 8989

Passcode: 589493

### **Summary of the Requirement**

The DISTRICT seeks to establish a contractual partnership with a commercial provider of pupil transportation services. The stated objective is to serve the students of the DISTRICT by providing high-quality, safe, effective, and efficient transportation services. The DISTRICT is seeking a positive working partnership with a contractor dedicated to the same objectives. While price will be a factor in the selection of the contractor, the selected contract shall possess a demonstrated ability and a willingness to work cooperatively with the DISTRICT in achieving its objectives which will also be a determining factor.

Attachment A - Contract for Services shall be executed by the DISTRICT and the selected contractor. This document has the specifications for the required services and the governing terms and conditions of the partnership.

Attachment B - Overview of Services

Attachment C - Pricing Proposal

Attachment D - Federal Debarment Certification Form

The prospective contractor is advised to review the Contract for Services thoroughly and to expressly consider their requirements in developing its proposal. The proposal submissions shall be used to support the comparison, evaluation, and selection of a preferred contractor.

### **Background**

The Providence Public School District (PPSD) serves approximately 19,403 students attending our 37 schools. PPSD employs more than 3,600 professionals who work in and provide support to our schools, which include 19 elementary schools, 7 middle schools, and 10 high schools. Of our employees, approximately 1,800 are educators, and more than 800 others directly support students and families in our schools.

### **Requirements for Submission**

#### **Proposal Submission Format**

All submissions must follow the submission format specified in this section. The DISTRICT seeks clarity and brevity in the prospective contractor's description of its qualifications and experience to provide the required services, and in particular, its proposed methodology and track record in forming a working partnership with the DISTRICT. Excessive verbiage, marketing materials, or information not expressly required by this RFP is not desired. The DISTRICT reserves the right to reject any and all proposals or to waive any informalities, irregularities, or technicalities in any proposal, should it be deemed in the best interest of the Providence Public School District to do so.

### **Proposal Content**

The contractor's proposal shall be submitted in a format consistent with the order of the numbered sections as follows:

1. Identifying Information – Include the full legal name(s) of the parent company submitting the proposal and the company that will be providing the proposed services, if different. Provide the legal address of the company(s). Provide the full name, email address, and telephone number of the contractor's designated contact for the submission. This person must be authorized to speak on behalf of the contractor in all matters

related to the proposal and must be available throughout the process outlined in the schedule of events above. The designated contact person must sign this section of the proposal.

2. Qualifications, Experience, and References – Provide a brief but complete description of the contractor’s qualifications and experience to provide the required services. At a minimum, include a description or illustration of the organization structure of the parent company and, if different, the company proposed to provide the service. Provide a history of the subject organizations and information to illustrate the size and scope of their operations. Include in this section a minimum of three (3) references for which the contractor is currently or has recently been providing similar services, including location, name and contact information. The DISTRICT will contact these customers as part of the proposal review.
3. Methodology and Approach – Provide a brief but complete description of the contractor’s proposed organization, systems, methodologies, and processes for providing the required services in a way that will clearly meet or exceed the requirements of the Contract for Services. Please include how you will guarantee on time performance, staffing, data requests, etc as laid out in Attachment A: Contract for Services.
4. Personnel, Safety, and Procedures – Driver safety programs; training protocols; customer service programs; recruitment processes; staffing plans; athletic trip scheduling procedures
5. Facilities – Proposed locations; features; maps; descriptive information; vehicle assignments if multiple locations are proposed
6. Financial Information – Disclosure of lawsuits, judgments, liens, bankruptcy filings, and bond denials
7. Required Forms – Financial Information Compliance Form; Federal Debarment Certification Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Bidder Information Form
8. Insurance and Bonding – Certificates, forms, letters, binders, and rating documentation
9. Additional Relevant Information – While not encouraged, if the contractor believes additional information regarding its proposal is important to the evaluation but not explicitly required by this RFP, it should include it in this section.
10. Pricing Proposal – Complete and submit the Proposal Pricing Forms (Attachment C) separately and in their entirety, as described in the Proposal Submission Instructions and Requirements below. The contractor may, at its discretion, duplicate these forms to facilitate their submission. However, the content and format must be reproduced in their entirety to be considered compliant with the requirements of this RFP.

## **Proposal Submission Instructions and Requirements**

1. Bidders must submit sealed proposals in an envelope clearly labeled **by 1:00pm on February 20th, 2026. The proposal envelope and any information relative to the proposal must be addressed to:**  
**Student Transportation RFP**  
**Attn: Thomas Morgan**  
**Purchasing Department, Suite 206**  
**797 Westminster Street**  
**Providence, RI 02903**

2. Bidders must include **at least** one original, one copy, and a digital PDF copy on a flash drive.
3. Bidders are advised that all materials submitted to Providence Public Schools for consideration in response to this Request for Proposals shall be considered to be public records as defined in [R.I. General Law Section 38-2 et seq](#), without exception, and may be released for public inspection. All proposals submitted become the property of Providence Public Schools.
4. Bid proposals that are not present in the Providence Public Schools Purchasing Department at the time of opening for whatever cause will be deemed to be late and will not be considered. Postmarks shall not be considered proof of timely submission.
5. Questions regarding this request for proposals must be submitted to Dr. Dexter Moore Jr. via email with the subject line: Questions for Student Transportation RFP by January 23rd, 2026 by 3:00pm. Questions will be answered via addendum to be posted publicly on the Providence Schools website and [bidnetdirect.com](#). Bidders are responsible for checking the website for all addenda distributed in response to questions and requests for additional information.

### **Evaluation and Additional Information**

- Qualified proposals will be reviewed by a committee established by the DISTRICT to evaluate the Contractor's ability and willingness to provide the required services. Final scoring of each proposal will be attributed on a weighted basis as follows:
  - The Technical Proposal shall account for sixty percent (60%) of the final score.
  - The Price Proposal shall account for forty percent (40%) of the final score.
- Technical Proposals will be subjectively evaluated and scored relative to multiple criteria. These criteria, in order of most to least importance from top to bottom, are as follows:
  - Contractor's organization, methodologies, processes, and procedures with a particular emphasis on the assurance of qualified driver availability.
  - Demonstrated responsiveness to the requirements of the Contract for Services (Attachment A).
  - Demonstrated ability and commitment to partner with the DISTRICT in the delivery of transportation services.
  - Contractor's experience in providing similar services, not necessarily within the State of Rhode Island. Should the contractor not currently operate in Rhode Island, the DISTRICT will emphasize its evaluation on the contractor's demonstrated knowledge of the legal and operational requirements for student transportation services within the State of Rhode Island.
  - The qualifications of the Contractor's management team.
  - The strength of the Contractor's references.
- Bid responses will be used to assess the bidder's capability to provide transportation services that meet the DISTRICT's standards. Additional information may be requested to clarify or support the bid.
- In the event of the expansion of the Rhode Island Statewide Transportation system to include Providence, existing agreements will be automatically terminated, and the DISTRICT and the state will bear no liability for losses incurred by the bidder.
- All bid-related information must be complete and accurate. Any alterations or vague entries may lead to rejection.

- Tax-exempt status is recognized; exemption certificates will be provided if necessary.
- Late bids will not be considered and will be returned. The DISTRICT reserves the right to waive informalities, reject bids, re-advertise, or negotiate terms as deemed in its best interest.

By submitting a bid, the bidder affirms understanding of and compliance with all applicable rules, regulations, and requirements of Rhode Island and Providence.

### **Award**

The DISTRICT aims to make an award within ninety (90) days of bid opening. All bids will remain valid during this period. The DISTRICT may extend this period or reject any bid at its discretion.

The evaluation process considers all bid elements, including mandatory and voluntary categories. The DISTRICT reserves the right to negotiate scope and cost modifications prior to awarding the contract.

### **Notice to Vendors: General Terms**

1. Providence Public Schools reserves the right to award the contract on the basis of the lowest responsible evaluated bid proposal.
2. In determining the lowest responsive evaluated bid proposal, cash discounts based on preferable payment terms will not be considered.
3. No proposal will be accepted if it is made in collusion with any other bidder.
4. Vendors may submit bids to provide services for all of PPSD (estimated to be around 136) or a portion of the routes. This will be shown on the pricing proposal with a maximum and minimum number of routes per vehicle area.
5. Providence Public Schools reserves the right to award to a single vendor, to split the award between multiple vendors and to reject any and all proposals. Unless otherwise specified, Providence Public Schools reserves the right to make the award by item or items or by total as may be in its best interest.
6. As Providence Public Schools is exempt from the payment of Federal Excise Taxes and Rhode Island Sales Tax, prices quoted are not to include these taxes.
7. Awards shall be subject to the General Terms set forth herein. Proposals must meet the attached specifications. Any exceptions or modifications must be noted and fully explained. Bids may be submitted on an "equal in quality" basis. Providence Public Schools reserves the right to decide on equality and determine whether bids are responsive. Bidders must indicate brand or make offered and submit detailed specifications if other than brand requested.

8. A bidder who is an out-of-state corporation shall qualify or register to transact business in this State, in accordance with R.I. General Law [Section 7-1.2-1401](#) et seq. as amended)
9. All proposals will be disclosed on the date and at the time listed above.
10. Awards will be made within ninety (90) days of the proposal opening. All proposal prices will be considered firm unless otherwise qualified. Requests for price increases will not be honored.
11. No goods should be delivered and no work should be started without a Purchase Order from Providence Public Schools.
12. Prior to commencing performance under the contract, the successful bidder (the “Contractor”) shall attest to compliance with provisions of R.I. General Law [Section 28-29-1](#), et seq. If exempt from compliance, the Contractor shall submit a sworn Affidavit by a corporate officer to that effect, which shall accompany the signed contract.
13. Prior to commencing performance under the contract, Contractor shall, submit a certificate of insurance, in a form and in an amount satisfactory to Providence Public Schools per Section 5.
14. The Contractor will not be permitted to: assign or underlet the contract; or assign either legally or equitably any monies or any claim thereto without the previous written consent of the DISTRICT
15. The Contractor shall not be paid in advance.
16. The contract shall be in effect from the date of award through July, 31, 2029 or for such other duration as may be agreed to in writing and signed by the parties. Notwithstanding the foregoing, in no case shall the duration of the contract exceed the period of one year.
17. In the event of termination by DISTRICT or the Contractor prior to completion of the contract, compensation shall be prorated on the basis of hours actually worked, and the Contractor shall only be entitled to receive just and equitable compensation for any satisfactory work completed and expenses incurred up to the date of termination.
18. Failure to deliver within the time quoted or failure to meet specifications may result in default in accordance with the general specifications. It is agreed that deliveries and/or completion are subject to strikes, lockouts, and Acts of God.
19. The Contractor is not an employee of DISTRICT and is not entitled to fringe benefits, pension, workers’ compensation, retirement, etc. DISTRICT shall not deduct Federal income taxes, FICA (Social Security), or any other taxes required to be deducted by an employer, as this is the responsibility of the Contractor.
20. The Contractor understands products produced as a result of the contract are the sole property of the DISTRICT and may not be used by the Contractor without the express written permission of the

DISTRICT.

21. The Contractor agrees to hold DISTRICT and the City of Providence harmless from any and all damages incurred by DISTRICT or the City by reason of the Contractor's negligence or breach of contract, including without limitation, damages of every kind and nature, out-of-pocket costs, and legal expenses.
22. The contract may not be modified or amended in any way except by mutual agreement in writing and signed by each party.
23. The Contractor submits itself to and agrees that all actions arising out of or related to the contract or the relationship between the parties shall occur solely in the venue and jurisdiction of the State of Rhode Island
24. Bidders will be required to furnish, at their own expense, a bid bond or certified check in the amount of 5 percent (5%) of the annual amount of the Contract for the first operating year. A performance bond in a sum equal to 100% of the annual amount of the operating Contract awarded is also required.

**Attachment A:  
Providence Public School District  
Contract for Services**

**SECTION 1. DEFINITION OF TERMS**

- 1.1 **SCHOOL BOARD OR BOARD:** The school board of the Provident Public School District.
- 1.2 **CONTRACTOR:** The Bidder to whom the award is made
- 1.3 **DISTRICT:** Providence Public School District
- 1.4 **SPECIFICATIONS:** The direction and requirements of the detailed technical specification requirements, as may be provided, pertaining to the manner of performing the work or quality of work to be furnished.
- 1.5 **PROPOSAL:** The written offer or copy thereof by a bidder to perform the work described within the specifications, when made out and submitted on the prescribed proposal form properly signed and guaranteed.
- 1.6 **CONTRACT:** The written agreement covering the performance of the work as described within the specifications, including all supplemental agreements thereto and all general and special provisions pertaining to the work.
- 1.7 **SCHOOL CALENDARS:** Shall mean the official school calendars published by the DISTRICT with respect to each attendance center. The DISTRICT reserves the right to amend or adjust the any School Calendar at any time.
- 1.8 **SCHOOL BUS:** shall mean a school bus body and chassis which is licensed by the State of Rhode Island (the “State”) to operate as a school bus, which meets all applicable State requirements.
- 1.9 **REGULAR DAILY RUN:** shall mean any scheduled route which is established for the purpose of transporting students to and from school on a daily basis during the term of this Agreement.
- 1.10 **VEHICLE:** shall refer to the School Bus or any other vehicle acquired by CONTRACTOR for the DISTRICT or otherwise, used by the CONTRACTOR in the performance of this Agreement.
- 1.11 **DEAD HEAD MILEAGE:** shall refer to mileage to and from the contractor’s location(s) that is not considered part of the DISTRICT ’s bus routes or trips.

**SECTION 2. SCOPE OF THE WORK; CONTRACT ADMINISTRATION**

2.1 The CONTRACTOR hereby agrees to provide the student transportation services described herein. In providing those services, it is agreed that CONTRACTOR is operating as an independent CONTRACTOR, subject only to the terms and conditions of this Agreement. All services provided by the CONTRACTOR hereunder shall comply with and be in accordance with all requirements of any applicable municipal, state, and federal laws, ordinances, rules and regulations, and the terms and conditions of this Agreement. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new

provisions, and if necessary, to negotiate any applicable changes to the Contract. Such renegotiations may include, without limitation, changes in rates, terms, payment schedules, levels of service, and the types or number of vehicles to be used. Any modification to the Agreement resulting from such renegotiations shall become effective on a mutually agreed-upon date.

2.2 The initial term of the contract is projected to start **August 1, 2026 through July 31, 2029**. The contract may be extended by the DISTRICT for one (1) additional two (2) year term. Notification to extend the contract by the DISTRICT must be given in writing by **December 1, 2028**.

2.3 The CONTRACTOR shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the DISTRICT.

2.4 The Contract in no way excludes the DISTRICT from using its own vehicles, or services provided by other school districts, or in any way limits the DISTRICT from using other contractors in performing similar or other services.

2.3 Transportation shall be provided on each day on which school shall be held. In addition, summer routes may be needed and shall be provided by CONTRACTOR if requested by DISTRICT. Service shall be provided only on those days on which school is in session. It shall be recognized that inclement weather or other factors may necessitate the closing of School, negating the need for transportation service. Further, transportation service shall be provided on those days designated as makeup days at no additional charge. In the event that the DISTRICT or the State of Rhode Island reduces or increases the number of school days, the School Calendar shall be adjusted accordingly and transportation services shall be provided in accordance with the adjusted School Calendar.

The CONTRACTOR'S rates shall be as established in the contract if the school days of service in any year of the contract are 180. Service days falling below or exceeding this range shall be subject to a price adjustment, the amount of which DISTRICT and CONTRACTOR agree to negotiate in good faith if such renegotiation is requested by CONTRACTOR. Any payment obligation arising from the DISTRICT's failure to provide 180 days of service shall be consistent with the requirements of R.I. Gen. Laws § 16-21-1(d).

2.4 CONTRACTOR shall provide and maintain in effect all licenses, permits or certifications which are or may be required for the performance of the services to the DISTRICT and shall pay all taxes assessed on the vehicles. The CONTRACTOR shall procure and maintain all licenses, permits or certificates required as to any property owned by the CONTRACTOR or used in connection with the furnishing of the services to the DISTRICT.

### **SECTION 3. ROUTING**

3.1 The DISTRICT shall be responsible for providing bus routes and bus stops for each school year during the term of this Agreement. The DISTRICT will employ the Router(s) at its sole expense. Bus routes will be maintained in the most efficient way possible. New routes will not be added without approval of the DISTRICT. The CONTRACTOR will review current routes for improved efficiency and route reduction strategies.

3.2 The DISTRICT may make alterations, modifications, or amendments to the bus routes, timing and/or stops in order to meet changing conditions or needs upon prior notice to CONTRACTOR. Rules and regulations for details incidental to the operation of bus routes, bus stops and other matters which may arise shall be mutually agreed upon. If the parties cannot agree on the foregoing, the Superintendent's decision will be final.

3.3 The CONTRACTOR will require the Drivers to adhere to routes and time schedules as established and to comply with all DISTRICT rules and regulations. Drivers who discover cause for route or time adjustment will report

to the CONTRACTOR, who will discuss the matter with the DISTRICT.

3.4 In addition to regular bus routes scheduled hereunder, CONTRACTOR shall also provide all other student transportation services which the DISTRICT specifically requests.

3.5 The DISTRICT shall have the sole responsibility of setting policy pertaining to the transportation for private or parochial schools and shall communicate said policy to CONTRACTOR.

3.6 The DISTRICT shall have the sole responsibility of altering, delaying, or canceling bus service during inclement weather. The CONTRACTOR shall assist the DISTRICT in any determination of whether services shall be canceled due to inclement weather. A specific person shall be designated by the CONTRACTOR, who shall be available to the DISTRICT for consultation on a daily basis. CONTRACTOR agrees to abide by the DISTRICT's decision to operate on the assigned schedules and routes.

3.7 At dismissal time, buses shall arrive at the school prior to dismissal, and shall depart no less than the time set by the DISTRICT.

3.8 The CONTRACTOR will be given the first opportunity to perform DISTRICT activity/charter work for the DISTRICT. However, the DISTRICT does not guarantee any level of charter or activity services will be available during the Term of the Contract, nor does the DISTRICT grant the CONTRACTOR the exclusive right to provide activity and charter services. The DISTRICT reserves, in its sole discretion, the right to determine the amount of charter and activity work available to the CONTRACTOR and reserves the right to utilize other vendors for activity and charter work.

3.9 The CONTRACTOR shall ensure that drivers are familiar with their assigned routes. The CONTRACTOR shall, before the opening of school each year, have each regularly assigned route driver accomplish two (2) complete dry runs (practice runs without students) of the driver's assigned route.

3.10 It is understood that on those days that public schools are closed and the non-public schools are open, the CONTRACTOR will be responsible for furnishing any required transportation to those non-public schools. The DISTRICT will pay for any services provided to non-public schools on days when the public schools are closed, however there will be no incremental costs, or additional fees, charged over and above rates.

#### **SECTION 4. VEHICLES**

4.1 The CONTRACTOR shall at all times provide all buses and other vehicles necessary for day-to-day operation, supervision, and continued maintenance of the Service for the DISTRICT. All vehicles will have valid Rhode Island Department of Transportation operating certificates and be maintained in safe and suitable condition for operation.

4.2 An adequate number of substitute or spare vehicles will be kept in reserve to accommodate planned vehicle maintenance and vehicle breakdowns. Spares will equal not less than ten percent (10%) of the active fleet and shall meet the same standards as the route buses located at such a place to ensure that the spare vehicle can respond to an in-district vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles. As part of the minimum 10% of the total fleet designated as spare vehicles, there must be at least one of each type and pupil capacity in service to the DISTRICT.

4.3 All pupil transportation vehicles will be kept in a safe, clean, and sanitary condition and open for examination at all times by the DISTRICT, the Superintendent or their designee.

4.4 CONTRACTOR shall provide vehicles with a maximum age which shall not exceed a retention cycle of 10

years for route and spare buses, and the average age of the vehicles shall not exceed 6 years. The Superintendent can reject buses, and the Contractor is responsible for replacements.

4.5 A complete fleet listing shall be provided by the CONTRACTOR each year of the contract. This listing shall indicate active route buses and substitute vehicles.

4.6 Flashing stop arms, front safety crossing control gates, and "Child Check Mate" (or equivalent system), are required on all vehicles.

4.7 Digital Video Cameras. The DISTRICT and the CONTRACTOR shall work collaboratively to determine the DISTRICT's needs for fully meeting the minimum state requirements throughout the term of the contract.

4.8 Video records of student behavior on the bus shall be treated as confidential and may only be viewed by the CONTRACTOR'S site manager or the Superintendent or their designee. Copies of videos shall be provided to the DISTRICT upon request at no charge.

4.9 Two-way radios of at least 50-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which shall be maintained in operable condition at all times by CONTRACTOR. No vehicles shall be operated outside the DISTRICT boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. Certain areas of the DISTRICT have historically experienced poor radio coverage. In areas with inadequate coverage, alternative emergency communications procedures or equipment (i.e. cell phone) must be provided by CONTRACTOR. All communications devices must be operated pursuant to State regulations.

4.10 The CONTRACTOR shall provide a GPS tracking system on every bus that enables live tracking by the DISTRICT. The District Transportation Office and parents shall be provided real-time access to the tracking data through a web-based platform and a mobile application.

4.11 All buses shall bear the name of "Providence" on the side.

4.12 Vehicles used in performance of this Contract to transport pupils of the DISTRICT shall not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or their designee.

4.13 Vehicles five years old or newer, including all new buses, must be equipped with safety harnesses or car seats. A minimum of 60 compliant car seats and 400 EZ Harnesses by Respect Industries, or approved equivalents, should be available at the start of each school year. The quantity of these safety devices must be reported and verified by the DISTRICT before the school year begins. If any car seats or harnesses are lost or damaged during the year due to negligence by the DISTRICT or its employees, the CONTRACTOR is responsible for replacing them and billing the DISTRICT for the cost. To ensure continuous transportation services, the CONTRACTOR must keep a 10% surplus of car seats and harnesses.

4.14 Route numbers shall appear on printed forms on the side windows and rear of the bus.

## **SECTION 5. INSURANCE**

CONTRACTOR shall maintain in effect insurance coverage with companies licensed in Rhode Island, with an AM Best minimum A rating or better, and approved by the State Insurance Commissioner. Self-insurance is not allowed or acceptable. CONTRACTOR must furnish certificates of insurance with a thirty (30) day cancellation clause to the participating DISTRICT within thirty (30) business days after the notice of acceptance of its bid is given or

mailed by that DISTRICT. The contract will not be signed on behalf of the participating School Committee, nor shall it be valid unless the certificate of insurance has been delivered to and approved by the Superintendent or their designee. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the DISTRICT's sole discretion, be acceptable for the upper levels of excess coverage if the CONTRACTOR needed to secure multiple layers of coverage to meet the required limits. The types and minimum amounts of insurance shall be

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

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

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

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

5.2 Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or equivalent naming the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees on a primary, non-contributory basis must be included. The decision to accept an alternative endorsement rests solely with the DISTRICT. A waiver of subrogation in favor of the additional insured must apply. The Certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

5.3 \$10,000,000 umbrella or excess liability coverage is required. Must be at least additional over the Auto Liability, General Liability, and Employers Liability.

5.4 The liability limits can be accomplished by a combination of primary and excess policies, if needed.

5.5 CONTRACTOR will provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of at least: \$500,000 each accident; \$500,000 disease policy limit; and \$500,000 disease, each employee.

5.6 Sexual misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the City of Providence, the City of Providence School Board and the Providence School Department, its agents, servants and employees. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

5.7 If CONTRACTOR is providing web-based/cyber services or has access to owner's computer systems, websites,

networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security liability, media liability & data breach coverage, with minimum limits of \$2,000,000 per claim, through the term of this agreement and for at least one (1) year after. Providence Public Schools must be named as additional insured.

5.8 Renewal certificates shall be provided to the City of Providence on an annual basis prior to the expiration of the current policy. Said certificates shall meet all requirements as provided for in these specifications. Failure to provide proper renewal certificates in a timely manner shall be considered contract default.

## **SECTION 6. INDEPENDENT CONTRACTOR AND INDEMNIFICATION**

6.1 The CONTRACTOR is an independent contractor, and as such, is not and shall not be construed to be an agent or employee of the DISTRICT. The CONTRACTOR agrees to indemnify, hold harmless and defend the DISTRICT from and against any and all liability, expense, loss, or damage, including but not limited to judgment, interest, costs and attorney's fees, which the DISTRICT may suffer or for which the DISTRICT may be held liable as a result of any claims, suits, causes of action or demands, made by any person or entity, whether related to injury (including death), property damage, or otherwise, in any way relating to or arising out of any acts or omissions of CONTRACTOR or CONTRACTOR'S drivers, employees, agents, and independent contractors, in performing or failing to perform any of the services, duties or operations under this Agreement.

6.2 The CONTRACTOR shall indemnify, hold harmless and defend the DISTRICT from any and all claims, demands, suits, and causes of action as a result of any claim of or injury to CONTRACTOR'S employee in the course and scope of their employment under this Agreement, and CONTRACTOR shall procure and maintain in full force and effect workers' compensation insurance and to provide evidence thereof to the DISTRICT.

## **SECTION 7. PERSONNEL**

7.1 CONTRACTOR shall furnish qualified licensed operators as are necessary for the safe and efficient operation of the buses used in providing service, and shall furnish all other personnel necessary for the continued operation, supervision of service of the Routes, including but not limited to supervising, scheduling, purchasing, dispatching, checking, cleaning, accounting, legal, clerical, administrative and management personnel. The CONTRACTOR further agrees to cooperate with the DISTRICT in providing training for operators and other personnel to ensure safe and efficient operating standards.

7.2 CONTRACTOR will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, and State Department of Transportation regulations.

7.3 It is specifically agreed, and understood that all personnel furnished by the CONTRACTOR in connection with the performance of the service under this contract shall be and remain during the term of this Contract the employee of the CONTRACTOR and not the employee of the DISTRICT. CONTRACTOR shall pay all wages, salaries, fringe benefits, social security taxes, unemployment compensation contributions, and all other remuneration of said employees. It is specifically agreed and understood that the CONTRACTOR operating the service shall be an independent contractor's as that term is construed under the applicable laws, rules, regulations, and decisions of the courts of the State of Rhode Island. CONTRACTOR further agrees to abide by all federal, state, and local laws and DISTRICT policies.

## **SECTION 8. DRIVERS/EMPLOYEES**

8.1 The CONTRACTOR shall employ, train, and assign to the contract a sufficient number of licensed school

bus drivers and driver substitutes to meet all of the service needs of the Agreement. "Doubling-up" routes or using management staff in driving positions is prohibited other than in the event of unusual circumstances or an emergency.

8.2 Each driver shall be qualified and certified to operate the vehicle to which they are assigned, as required by Federal, State, and Rhode Island Department of Education laws and regulations.

8.3 For the protection of the children entrusted to the care of the CONTRACTOR, all drivers and other persons employed by the CONTRACTOR who may come into contact with the student population must be of pleasant and stable personality and the highest moral character.

8.4 The Superintendent or their designee, with written cause, may call for the removal from service under this Agreement any employee who, in their opinion, is not fit to provide service under the terms of the Agreement. The CONTRACTOR, upon written notification by the DISTRICT, shall immediately cease to assign said employee to any work, direct or indirect, that relates to this contract or the DISTRICT. Any request to remove an employee from service under the Agreement shall not be in violation of any federal, state, or local law.

8.5 Each driver performing services must undergo an annual physical examination. Reports thereof shall be transmitted to the DISTRICT's Superintendent of Schools in writing on the forms prescribed by the DISTRICT. The costs of such examinations shall be paid by the CONTRACTOR.

The DISTRICT reserves the right to have its doctor examine anyone providing service under this contract. Anyone with, but not limited to, high blood pressure or diabetes may be examined periodically by the school physician.

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

8.6 All prospective bus operators must have a Bureau of Criminal Investigation (BCI). Copies of reports for accepted applicants must be forwarded to the Providence Public Schools' Director of Transportation.

8.7 Each driver performing services shall be involved in all Safety Programs that are or may be required by the laws, rules, and regulations of the State of Rhode Island. The CONTRACTOR shall employ a qualified full-time "Driver Trainer" who will also personally travel each route with the assigned driver at least once a year to survey not only the driver's performance but route hazards and equipment efficiency. CONTRACTOR must comply particularly with the Regulations of the State of Rhode Island as they apply to safety regulations for drivers. At the end of each month, the CONTRACTOR shall provide the DISTRICT a report detailing the routes and drivers that were observed by the Driver Trainer pursuant to the requirements of this section.

8.8 All drivers provided by the CONTRACTOR shall be properly dressed.

8.9 The CONTRACTOR shall provide sufficient standby and substitute drivers (normally 10%) to meet day-to-day vacancies due to illness, vacation, personal days and unplanned absences. All standby drivers shall be thoroughly familiar with the DISTRICT's routes and competent to meet the assigned schedule on any assigned route.

8.10 CONTRACTOR, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No children aged eight or younger may be released without supervision. If there is no one to meet the child or if the kindergarten child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

8.11 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the DISTRICT'S premises

or buses utilized pursuant to the Contract by any employee of the CONTRACTOR, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants, or prescription drugs. Additionally, no smoking is allowed on the buses or on school property by CONTRACTOR'S employees before or during the provision of services to the DISTRICT'S students. CONTRACTOR is required to inform its employees of this provision fully.

8.12 CONTRACTOR shall maintain a list in its office with at least the following information concerning drivers, which shall be available to the Director of Transportation at all times:

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

## **SECTION 9. MECHANICS**

9.1 Mechanics assigned to the contract must be trained and certified for the work they are to perform.

9.2 Mechanic staff will receive regular in-service training in school bus maintenance to remain current with the vehicle manufacturer's standards for maintaining buses.

9.3 Each mechanic shall be qualified and certified to operate the vehicle to which they are assigned, as required by Federal, State and Rhode Island Department of Education laws and regulations.

9.4 The CONTRACTOR shall employ an adequate number of mechanics to maintain the required reliability and availability of all vehicles, at a minimum, to meet or exceed manufacturer's suggested maintenance intervals and to achieve a passing grade on required annual inspections.

## **SECTION 10. SUPERVISORY AND MANAGERIAL PERSONNEL**

10.1 CONTRACTOR shall provide a Terminal Manager who will be appointed for each Terminal location under this contract. The Manager must have full authority over bus operations and handle parent communications regarding transportation issues, with all contacts authorized by DISTRICT officials. They are responsible for ensuring driver compliance with DISTRICT policies, completing required reports, and managing monthly data on student loads, discipline, and accidents. The Manager or their designee must coordinate with the DISTRICT to be available during service hours and for meetings.

The Manager must ensure a Dispatcher is on-site during all service hours and before daily operations begin. Management staff should be available from 30 minutes before the first bus departure until the last student is delivered, during school days.

Managers and assistant managers are prohibited from driving buses. Management personnel must be available from at least 6:00 A.M. to 6:00 P.M. during school hours, unless prior approval is obtained from the Supervisor of Transportation.

10.2 The manager assigned to the contract must be available to meet with the Transportation Supervisor, Director of Operations, the Superintendent, Special Education Coordinator or team and/or the Board of Education as needed to discuss the transportation operations and services.

10.3 Management staff shall participate in an ongoing, in-service, training program to remain current with Federal and State pupil transportation codes as well as to improve management skills in personnel management, fleet management, school bus operations or other relevant areas.

10.4 A Dispatcher will be stationed at each terminal serving the DISTRICT from 5:00 am to 6:00 pm or until all students are transported. They will be trained in bus and driver assignment, radio use, communication with parents and staff, and other relevant areas to ensure efficient transportation services.

Dispatchers will not serve as route drivers during their shifts. The terminal will always have a Terminal Manager or Dispatcher present during normal operations. If a Dispatcher needs to substitute on a route due to an emergency, prior notice must be given to the DISTRICT.

10.5 A Trip Coordinator function will be provided by the Contractor to work closely with the DISTRICT on the scheduling and assignment of field and sports trips. This position requires that the individual possess computer skills, good communication skills, and knowledge of the region.

10.6 The Safety Supervisor is responsible for providing safety and driver training to staff serving the DISTRICT. This role must be dedicated solely to the DISTRICT, with sufficient time allocated for training, road checks, safety reviews, and accident investigations. The supervisor should regularly visit each school, review bus stops for safety, and assist drivers and monitors with student management issues. Monthly written reports on driver training programs, including new hires, trainees, and experienced drivers, are required.

10.7 CONTRACTOR must provide sufficient office staff to handle incoming telephone calls from parents and DISTRICT representatives, with a separate dedicated line for DISTRICT Transportation Staff.

## **SECTION 11. VEHICLE MAINTENANCE and REQUIRED INSPECTIONS**

11.1 The CONTRACTOR shall implement a comprehensive maintenance program for the school bus fleet to provide safe and efficient service to the school community.

11.2 The CONTRACTOR will provide the DISTRICT with copies of all school bus inspections performed by the Department of Education. A written explanation will be given to the DISTRICT by the CONTRACTOR for any vehicle that fails this inspection. In addition, the CONTRACTOR will outline corrective steps to be taken to avoid or reduce the likelihood of such vehicle inspection failures in the future.

11.3 CONTRACTOR shall operate the buses and related equipment and service in compliance with all lawful orders, rules, regulations and laws of properly constituted authorities governing the operations, and in a manner reasonably suitable for furnishing service, including but not limited to, enforcement of all state statutes, municipal ordinances, and DISTRICT policies.

11.4 The CONTRACTOR shall provide all oil, lubricants, supplies and accessories necessary for the operation of the vehicles and shall undertake the repair and maintenance to keep them in good and sound operating condition. Maintenance shall be in compliance with all lawful orders, rules, regulations, and laws of properly constituted authorities governing the operations, and in a manner suitable for the furnishing of service, including but not limited to maintenance as stipulated in the manufacturer's guide for the warranty period and beyond for the term of this Contract. The CONTRACTOR shall further provide inspection and cleaning of all vehicles necessary and suitable for the maintenance, comfort, convenience, and safety of passengers, including repair or replacement of damage to seats, handrails, steps, and all other portions of the interior and exterior of said equipment.

11.5 All Vehicles shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all vehicles shall be ongoing at all times, and documentation of this program shall be provided to the DISTRICT or Superintendent upon written request. A copy of all State vehicle inspections shall be provided to the DISTRICT.

**SECTION 12. FACILITIES**

12.1 It shall be the responsibility of the CONTRACTOR to provide adequate repair and maintenance facilities for vehicles used in the operation of this Contract located within 30 minutes of DISTRICT borders.

The facility must be adequate to support the following items:

- Parking for all buses that are contracted to be used plus an additional 10% of spares
- Parking for monitors
- Adequate restrooms
- Adequate office/lounge space for monitors and drivers

12.2 The CONTRACTOR will supply its own telephone service to sufficiently meet the needs of the DISTRICT.

12.3 Adequate, convenient, and secure parking for Providence Public School DISTRICT’s bus monitors must be provided at the facility. Bus monitor parking must be paved and well-lit.

**SECTION 13. FUEL**

13.1 The CONTRACTOR shall provide all fuel required for vehicles used under this Contract and shall ensure that all vehicles are fully fueled at all times during the school year. Fuel shall be provided at no additional cost to the DISTRICT.

Fuel costs, exclusive of all applicable state and federal taxes and fees, shall be shown to the District on a monthly basis. The DISTRICT will adjust the net fuel cost to the CONTRACTOR based upon the following usage factor:

Vehicle	Fuel Usage Factor
Type A/B	9.5 MPG
Type C/D	8 MPG
Van or Alternative Vehicle	15 MPG

Mileage and Fuel Usage Calculation - Fuel usage shall be calculated using computerized routing software to determine total miles traveled by vehicle type. Fuel consumption shall be calculated by dividing total miles traveled by the applicable miles-per-gallon factor for each vehicle type. Compensation under this Contract shall be adjusted quarterly to reflect changes in fuel prices. The adjustment shall be calculated by converting scheduled miles traveled into gallons consumed and applying the applicable fuel price.

The baseline fuel prices for purposes of calculating adjustments shall be:

Diesel fuel: \$4.00 per gallon

Unleaded gasoline: \$2.90 per gallon

These prices are exclusive of all applicable taxes and fees.

Mileage shall be calculated using computerized routing software as follows:

If the Contractor's facility is located within the City of Providence, mileage shall be calculated on a garage-to-garage basis.

If the Contractor's facility is located outside the City of Providence, mileage shall be calculated from the vehicle's entry into the City limits to its exit from the City limits.

Quarterly fuel prices shall be based on the average New England spot fuel prices published by the United States Energy Information Administration (EIA) at [www.eia.gov](http://www.eia.gov), using the weekly Wednesday postings. Ultra-low sulfur diesel prices shall be discounted by 3.2% for adjustment calculations. Documentation shall be provided to verify quarterly fuel costs.

The resulting calculation shall determine the quarterly fuel cost adjustment to the Contractor's compensation under this Contract.

#### **SECTION 14. PAYMENT TERMS**

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

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

14.2 The DISTRICT expects the CONTRACTOR to provide service to the DISTRICT using accepted industry practices and standards of service which meet or exceed those defined in this agreement. When deficiencies occur, the DISTRICT and CONTRACTOR agree that the following schedule of liquidated damages may, at the DISTRICT'S discretion, be imposed upon the CONTRACTOR as a remedy for inconveniences. The CONTRACTOR will be notified in writing of such deficiencies by the DISTRICT within ten (10) days of an occurrence giving rise to a claim for liquidated damages. Notification shall identify the type of infraction along with information that clearly details the date, time, location, route number, school, driver (if known) and vehicle number. Payment for damages will be deducted from CONTRACTOR'S next invoice. In the event that there are unknown or extenuating circumstances, the CONTRACTOR shall have the right of appeal. Appeals are to be made in writing within ten (10) school days and addressed to the Chief Operating Officer. If the CONTRACTOR and the Director of Operations cannot reach an agreement on an appeal, the Superintendent will decide, whose decision will be final and binding on the DISTRICT and the CONTRACTOR. No liquidated damages shall be assessed during the first thirty (30) days of any Agreement school year.

Contract Requirement	Failure	Liquidated Damages
I. Service Failure	No runs are provided on a given day	\$500 per day per route

II. Safety Inspection	Failure of any vehicle to comply with Rhode Island Vehicle Safety Inspections	\$2,500 for each vehicle receiving a failure
III. Missed Trips or Stops	Missing any scheduled stops or any scheduled trips	\$100 per occurrence per missed stop; \$500 per missed route
IV. The exterior and interior of buses are inadequately cleaned	Inadequate cleaning of any bus	\$100 per occurrence per bus
V. On-time performance	Failure to operate scheduled routes and trips in a timely manner, defined as completion of the trip within 15 minutes of the scheduled time.	\$100 per occurrence per bus
VI. Backup vehicles and backup drivers	Failure to have sufficient (10%) backup vehicles and standby drivers	\$250 per occurrence
VII. Driver background check and drug and alcohol testing	Failure to maintain adequate records or adequate compliance with driver background checks and drug and alcohol testing	\$250 per occurrence

**SECTION 15. SAFETY AND TRAINING**

15.1 The CONTRACTOR shall be responsible for establishing and maintaining an ongoing comprehensive safety program that addresses all pre-service and in-service training requirements required by federal and state regulations for pupil transportation. A complete description of each program is to be furnished to the DISTRICT. Amendments or updates shall be continuously provided for the duration of the contract to the DISTRICT. In addition, CONTRACTOR shall provide first aid, CPR, and Epinephrine (EpiPen) medication training for all its employees and shall conduct a minimum of monthly safety meetings with its employees.

15.2 All drivers will receive at least one (1) hour block of classroom instructions and orientation in the organization, policies and procedures of the DISTRICT. The curriculum for this training will be developed in conjunction with the DISTRICT.

15.3 From time to time, the DISTRICT may specify that individual drivers, for individual reasons, may require additional training prior to providing or resuming transportation services for the DISTRICT. The CONTRACTOR will be responsible for, and shall pay the cost of, the additional training required.

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

**SECTION 16. DRUG AND ALCOHOL PROGRAM**

16.1 The CONTRACTOR shall implement an employee drug and alcohol screening program which complies with all federal and state laws and that meets or exceeds DISTRICT policy for such testing. Drug Screening shall include both pre-employment as well as random sample testing for all employees assigned to the pupil transportation contracting. Alcohol screening shall comply with all federal and state laws.

16.2 All costs associated with the ongoing drug and alcohol testing and screening program shall be paid by the CONTRACTOR.

16.3 A copy of the CONTRACTOR'S drug and alcohol testing and screening program shall be provided to the DISTRICT as requested.

### **SECTION 17.COMPLIANCE REQUIREMENTS**

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

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

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

### **SECTION 18. REPORTING REQUIREMENTS**

18.1 The Contractor shall provide student and mileage information in order to assist the DISTRICT in complying with Department of Education regulations. In addition, the Contractor will provide reasonable assistance to the DISTRICT to assist it in completing and filing necessary reports to governmental bodies.

18.2 Customer's Incident/Complaint Form - The purpose of this report is to inform the Contractor in writing of an incident or complaint about services or a driver by the DISTRICT Customers shall include students, parents, school employees and members of the public. The Contractor shall investigate these reports and provide a written reply within ten (10) school days. All written replies shall state corrective action taken to prevent recurrence of the condition that caused the problem.

18.3 Driver's Incident/Complaint Form - The purpose of this form is to inform the DISTRICT in writing of an incident or complaint about students, to report difficulties at a school site or with a parent, or to record any unusual incident. This form will be forwarded to the DISTRICT for review and corrective action as necessary. The DISTRICT will review the complaint and respond in writing to the Contractor within ten (10) business days.

18.4 Late bus report - DISTRICT staff may also be present to review the arrival and departure of bus runs to ensure that route times maintained in the routing software system are consistent with actual route times. In the event that a bus arrival or departure is 10 or more minutes different from the established time, DISTRICT staff will provide the Contractor with notification of the issue. The Contractor will have two (2) work days to provide a written response detailing the reasons for the time discrepancy and the corrective action that will be taken.

18.5 Annual reports - The Contractor will provide the DISTRICT with the following information twice a year (by September 15 and July 15th) in order to complete the Transportation Annual Report as required by the Rhode Island Department of Education:

- I. Days to Weeks Calculation
- II. DISTRICT Details
- III. Total Miles Traveled - regular, kindergarten, special education, activity and other
- IV. Number of Students - public, open enrollment, non-public
- V. General information - routes, communication system, on-board video/audio camera systems, employees and vehicle inspections

In addition, Contractor will provide by the last Friday in October the number of special education students being transported that are not riding on a wheelchair bus and the bus rosters for the wheelchair bus routes.

18.6 The Contractor will provide a business reporting tool every week during the school year. This report will be for data related to performance the previous week and shall be issued by Tuesday the following week.

## **SECTION 19. ACCIDENTS**

19.1 For purposes of this Agreement an accident shall be defined as an unplanned event or incident that results in bodily injury, vehicle damage, property damage, or vehicle under contract coming in contact with any other object or leaving the traveled portion of the road, regardless of whether property damages or personal injury occurs.

19.2 All accidents must be verbally reported to the Director of Operations by the Contract Manager as soon as he/she has knowledge of the accident. All accidents will be documented in writing and forwarded to the Director of Operations within twenty-four (24) hours of their occurrence.

19.3 The CONTRACTOR will maintain a log of all accidents involving the vehicle fleet. This log will contain the names of individuals involved in the accident, date, location, accident description, damage amount, police report, injury reports and whether the accident was preventable or not. The Superintendent/or designee will be allowed to review this log, with notice, as necessary. The CONTRACTOR will also notify the parents of any and all students aboard a vehicle at the time of any accident.

19.4 The CONTRACTOR shall not make any public announcement nor shall the CONTRACTOR make any statement to the press or media concerning any accident involving transportation services provided to the DISTRICT . All media inquiries shall be directed to the Director of Operations.

19.5 The Contractor will follow all practices that have been established in the Providence Public Schools for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, the Contractor must immediately notify the Superintendent of Schools, the State Department of Transportation, the Motor Vehicles Department, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate State agencies and copies forwarded to the DISTRICT 's Transportation Supervisor. The BPS reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

## **SECTION 20. STUDENT/PASSENGER BEHAVIOR**

20.1 Student behavior issues shall be documented in writing by the driver and/or bus assistant which are forwarded to the appropriate DISTRICT administrator via the contract manager.

20.2 The DISTRICT shall take appropriate steps to correct the situation and advise the contract manager in writing of the final outcome of their actions.

20.3 Under no conditions shall the CONTRACTOR or staff members deny transportation to an eligible student or take disciplinary action as to any student without a written statement to do so by the DISTRICT

20.4 CONTRACTOR shall ensure good discipline aboard school buses and enforce the DISTRICT 'S disciplinary procedures fairly for all bus riders. It is understood that should a bus require an attendant for purposes of maintaining proper discipline, the CONTRACTOR shall make such provisions.

20.5 The DISTRICT shall make all decisions regarding disciplinary action against students for student behavior. The CONTRACTOR shall not take any disciplinary action without the written direction of the DISTRICT .

## **SECTION 21. TERMINATION**

21.1. If the CONTRACTOR at any time fails to comply with and fully perform any covenant contained herein to be performed by the CONTRACTOR, within the CONTRACTOR'S control, the DISTRICT shall give prompt notice in writing to the CONTRACTOR of such failure and in the event the CONTRACTOR does not remedy such failure within thirty (30) days from the receipt of such notice (unless such failure is caused by an event of Force Majeure 21.1.(a), then at the option of DISTRICT , this contract may be terminated immediately by delivery to the CONTRACTOR of written notice of such election to terminate, but the CONTRACTOR shall remain liable for any costs to the DISTRICT directly resulting from CONTRACTOR'S failure. However, in the event that the CONTRACTOR'S failure to perform any such covenant jeopardizes the safety or welfare of the students or the DISTRICT , immediate action will be taken by the CONTRACTOR to remedy the default following notice from the DISTRICT . If the CONTRACTOR fails to remedy the said situation immediately, the DISTRICT may at its option terminate this contract immediately upon notice to the CONTRACTOR.

(a) CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of equipment, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the CONTRACTOR, when satisfactory evidence thereof is presented to the DISTRICT ("Force Majeure"). It is expressly acknowledged that a labor strike or labor shortage shall not constitute a Force Majeure and shall not excuse Contractor's performance.

21.2 During any termination notice period or any force majeure cessation of services, the DISTRICT reserves the right, without waiver of other rights against the CONTRACTOR and its surety, to arrange for the transportation of students itself or to enter into a contract with another entity, or to do any other act or thing necessary to assure continuity of transportation operations. If the CONTRACTOR is unwilling or unable to provide the necessary services, the DISTRICT shall have the emergency authority to take possession of and use the buses and other physical assets, to directly employ the drivers and bus aides of the CONTRACTOR or to take any other actions until such time as alternate transportation arrangements can be made by the DISTRICT .

21.3 In the event the DISTRICT terminates this contract pursuant to Rhode Island Code § 285.5, no additional amounts shall be payable to CONTRACTOR other than the amounts due under the contract through the date of termination.

## **SECTION 22. AMENDMENTS**

22.1 This Agreement contains the entire understanding between the parties and cannot be changed or terminated orally but only by an agreement in writing signed by both parties.

**SECTION 23. RESPONSE TO REQUEST FOR PROPOSALS**

CONTRACTOR'S response to the DISTRICT 'S Request for Proposal and all attachments thereto are incorporated into this Agreement by reference. In the event of any conflict between the CONTRACTOR'S response to the Request for Proposal and this Agreement, then this Agreement shall control.

**Attachment B:  
Providence Public School District  
Overview of Services**

For the 2025-2026 school year, PPSD had 136 bus routes being utilized every school day. This includes two tiers with the first tier utilizing all 136 vehicles and the second tier utilizing 126 vehicles. These numbers are estimates to use for cost collection purposes but may change for future school years.

Bus Type	Amount for 2025-2026 school year
71 Passenger with A/C	61
71 Passenger with no A/C	59
71 Passenger Wheel Chair Accessible	14
Van or Alternative Vehicle	2

Average Miles Driven per Day	5,392.31
Average Miles Driven per 5 Day Week	26,961.55

**Attachment C:  
Providence Public School District  
Proposal Pricing Form**

**HOME TO SCHOOL ROUTES**

<b>Home-to-School Routes FY2027 (Year 1)</b>				
<i>Daily minimum = 5 hours</i>				
<i>Hourly rate in excess of minimum to be billed in nearest 15-minute increment</i>				
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Minimum Number available</b> <small>(Minimum number of daily routes)</small>	<b>Maximum Number available</b> <small>(Maximum number of daily routes)</small>
Van or Alternative Vehicle				
Type A/B School Bus With AC				
Type A/B School Bus Wheelchair Equipped				
Type C/D School Bus				
Type C School Bus With AC				
Type C School Bus Wheelchair Equipped				
Monitor				

<b>Home-to-School Routes FY2028 (Year 2)</b>				
<i>Daily minimum = 5 hours</i>				
<i>Hourly rate in excess of minimum to be billed in nearest 15-minute increment</i>				
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Minimum Number available</b> <small>(Minimum number of daily routes)</small>	<b>Maximum Number available</b> <small>(Maximum number of daily routes)</small>
Van or Alternative Vehicle				
Type A/B School Bus With AC				
Type A/B School Bus Wheelchair Equipped				
Type C/D School Bus				
Type C School Bus With AC				

Type C School Bus Wheelchair Equipped				
Monitor				

<b>Home-to-School Routes FY2029 (Year 3)</b>				
<i>Daily minimum = 5 hours</i>				
<i>Hourly rate in excess of minimum to be billed in nearest 15-minute increment</i>				
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Minimum Number available</b> <small>(Minimum number of daily routes)</small>	<b>Maximum Number available</b> <small>(Maximum number of daily routes)</small>
Van or Alternative Vehicle				
Type A/B School Bus With AC				
Type A/B School Bus Wheelchair Equipped				
Type C/D School Bus				
Type C School Bus With AC				
Type C School Bus Wheelchair Equipped				
Monitor				

<b>Home-to-School Routes FY2030(Option year 1)</b>				
<i>Daily minimum = 5 hours</i>				
<i>Hourly rate in excess of minimum to be billed in nearest 15-minute increment</i>				
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Minimum Number available</b> <small>(Minimum number of daily routes)</small>	<b>Maximum Number available</b> <small>(Maximum number of daily routes)</small>
Van or Alternative Vehicle				
Type A/B School Bus With AC				
Type A/B School Bus Wheelchair Equipped				
Type C/D School Bus				
Type C School Bus With AC				

Type C School Bus Wheelchair Equipped				
Monitor				

<b>Home-to-School Routes FY2031 (Option Year 2)</b>				
<i>Daily minimum = 5 hours</i>				
<i>Hourly rate in excess of minimum to be billed in nearest 15-minute increment</i>				
<b>Type of Service</b>	<b>Daily Rate</b>	<b>Hourly Rate</b>	<b>Minimum Number available</b> (Minimum number of daily routes)	<b>Maximum Number available</b> (Maximum number of daily routes)
Van or Alternative Vehicle				
Type A/B School Bus With AC				
Type A/B School Bus Wheelchair Equipped				
Type C/D School Bus				
Type C School Bus With AC				
Type C School Bus Wheelchair Equipped				
Monitor				

**SUPPLEMENTAL SERVICES - WITHIN CITY LIMITS**

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2027 (Year 1)</b>	
<i>Within City Limits</i>	
<i>Minimum per trip =2 hours</i>	
<b>Type of Service</b>	<b>Hourly Trip Rate</b>
Van or Alternative Vehicle	
Type A/B School Bus	
Type C School Bus	
Wheelchair Bus	

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2028 (Year 2)</b>
<i>Within City Limits</i>
<i>Minimum per trip =2 hours</i>

<b>Type of Service</b>	<b>Hourly Trip Rate</b>
Van or Alternative Vehicle	
Type A/B School Bus	
Type C School Bus	
Wheelchair Bus	

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2029 (Year 3)</b> <i>Within City Limits</i> <i>Minimum per trip =2 hours</i>	
<b>Type of Service</b>	<b>Hourly Trip Rate</b>
Van or Alternative Vehicle	
Type A/B School Bus	
Type C School Bus	
Wheelchair Bus	

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2030 (Option Year 1)</b> <i>Within City Limits</i> <i>Minimum per trip =2 hours</i>	
<b>Type of Service</b>	<b>Hourly Trip Rate</b>
Van or Alternative Vehicle	
Type A/B School Bus	
Type C School Bus	
Wheelchair Bus	

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2031 (Option Year 2)</b> <i>Within City Limits</i> <i>Minimum per trip =2 hours</i>	
<b>Type of Service</b>	<b>Hourly Trip Rate</b>
Van or Alternative Vehicle	
Type A/B School Bus	
Type C School Bus	
Wheelchair Bus	

**SUPPLEMENTAL SERVICES - TRIPS OUT OF CITY**

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2027 (Year 1)</b> <i>Outside City Limits</i> <i>Does not include home-to-school trips</i> <i>Cost per mile bid is in excess of 12 miles per trip.</i>		
Type of Service	Hourly Trip Rate	Cost Per Mile
Van or Alternative Vehicle		
Type A/B School Bus		
Type C School Bus		
Wheelchair Bus		

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2028 (Year 2)</b> <i>Outside City Limits</i> <i>Does not include home-to-school trips</i> <i>Cost per mile bid is in excess of 12 miles per trip.</i>		
Type of Service	Hourly Trip Rate	Cost Per Mile
Van or Alternative Vehicle		
Type A/B School Bus		
Type C School Bus		
Wheelchair Bus		

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2029 (Year 3)</b> <i>Outside City Limits</i> <i>Does not include home-to-school trips</i> <i>Cost per mile bid is in excess of 12 miles per trip.</i>		
Type of Service	Hourly Trip Rate	Cost Per Mile
Van or Alternative Vehicle		
Type A/B School Bus		
Type C School Bus		
Wheelchair Bus		

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2030 (Option Year 1)</b> <i>Outside City Limits</i> <i>Does not include home-to-school trips</i> <i>Cost per mile bid is in excess of 12 miles per trip.</i>		
Type of Service	Hourly Trip Rate	Cost Per Mile

Van or Alternative Vehicle		
Type A/B School Bus		
Type C School Bus		
Wheelchair Bus		

<b>Special Runs - Late Buses, Field Trips &amp; Athletics FY2031 (Option Year 2)</b> <i>Outside City Limits</i> <i>Does not include home-to-school trips</i> <i>Cost per mile bid is in excess of 12 miles per trip.</i>		
<b>Type of Service</b>	<b>Hourly Trip Rate</b>	<b>Cost Per Mile</b>
Van or Alternative Vehicle		
Type A/B School Bus		
Type C School Bus		
Wheelchair Bus		

**Attachment D:  
Providence Public School District  
Federal Debarment Certification Form**

**FEDERAL DEBARMENT CERTIFICATION FORM**

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions**

**This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180.**

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

- (1) The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.**

**ATTESTATION**

**By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).**

**Company Name**

**Name and Title of Authorized Representative**

**Signature**

**Date**

**FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)  
Instructions for Certification**

**1. By signing and submitting this Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.**

**2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.**

**3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.**

**4. The prospective recipient of Federal assistance funds agrees by submitting this Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.**

**5. The prospective recipient of Federal assistance funds further agrees by submitting this Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.**