



and 16-21.1-8). Therefore, this bid addresses transportation of in-district students and as necessary and mutually agreed upon, out of district transportation within region.

Early Termination: The state may assume or offer to assume responsibility for some or all of the services contemplated under any contract, in which case, the parties obligations under any contract shall be correspondingly reduced or eliminated without financial penalty to the District.

Extension/Renewal: The District, in its choosing can extend, or renew the Contract one time, with no notice for an additional RFP. The District has 45 days prior to the end of this Contract to make the determination.

The billing schedule will consist of the District paying the Contractor in ten (10) monthly installments commencing in September and extending through to June 30th, for regular education, special education and private school transportation services, as well as on-demand transportation services during the academic school year. The base cost, incremental bus hours, monitor/aide time will be itemized by vehicle on each invoice. Each billing will include the actual number of daily miles and time traveled by each bus during the billing period.

Extended School Year, as well as any on-demand transportation services that transpire during Extended School Year will be billed monthly. The base cost, incremental bus hours, monitor/aide time will be itemized by vehicle on each invoice. Each billing will include the actual number of daily miles and time traveled by each bus during the billing period.

**Proposal Submittal Requirements:**

1. Proposals are to be sent to:  
Director of Administration  
Exeter-West Greenwich Regional School District  
940 Nooseneck Hill Rd.  
West Greenwich, RI 02817
  
2. Three (3) sets of the Proposal must be submitted, plus one (1) in electronic format.
  
3. Eligibility: In each packet, the following information should accompany the proposal:
  - a) Proof that the Contractor is licensed to do business in the State of RI;
  - b) Proof that the Contractor has been doing business for at least five (5) consecutive years in school bus transportation, especially in RI;
  - c) Current References reflecting the ability of the Contractor to provide school bus transportation. At least two references must be from RI school districts;
  - d) Evidence of Current Insurance for General Liability, Auto Liability and Workers' Compensation;
  - e) Proposal Form;
  - f) Proposal Security/Performance Bond; and
  - g) Past three (3) years of Audited Financial Statement information which accurately and fairly reflect the financial condition of the Contractor.

4. The Proposals must be submitted in a single package marked with the Contractor's name and address and the words "School Transportation Services Bid # 18-19-20" clearly marked on the package. Each page shall be initialized by the Contractor's authorized representative. The Proposal submitted must not contain any erasures, strikeouts, or other corrections of entries that impair accurate interpretation of the entry and understanding of the bid. Potential bidders are advised to review all sections of the Request carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal.

Proposals departing from or materially altering the terms, requirements, or scope of the work defined by this Request will be rejected for non-responsiveness. Proposals are considered to be irrevocable for a period of not less than ninety (90) days following the opening date, and may not be withdrawn. It is intended that an award pursuant to this Request will be made to a prime contractor, who will assume responsibility for all aspects of work. Joint ventures or cooperative proposals will not be considered.

5. Questions or suggestions regarding this RFP shall be in writing and delivered by mail to the EWGRSD Director of Administration. All such written questions or suggestions must be received by the District no later than 12:15PM Friday December 14, 2018. Early submission of questions or suggestions is encouraged; however, it is the District's choosing to answer any or all said questions.

6. No in-person or telephone inquiries will be considered. In the event any Contractor attempts to contact any District employee, or School Committee member in any manner contrary to the aforementioned the said Contractor will be disqualified from consideration. This provision does not apply to telephone calls to the District asking for directions for delivery of bids and/or delivery of written questions regarding the proposal.

7. The District reserves the right to revise and amend the specifications prior to the date set for the opening proposals. Such revisions and amendments will be announced through an addendum of this RFP. Any extension to the bid opening due to the said revisions will be at the discretion of the District.

8. Proposal Security: A cashier's check, certified check, or bank money order drawn and issued by a national banking association must accompany the sealed proposals in the amount of \$15,000. All security deposits received must be payable to the District and will be refunded except when a contract offered by the District is rejected by the selected contractor. Proposal security received by the District will be returned within thirty (30) days of the School Committee's rejection of the Contractor's proposal. If the Proposal is accepted by the District and a contract offered, but the Contractor does not execute a contract within 10 days from the date of the offer of a contract; the District may declare such Contractor's proposal security forfeited to the District. The District shall not be liable for any cost incurred by a Contractor in the preparation or delivery of its response to this RFP or any other costs incurred herein.

9. Inspection of Proposal: Each Contractor receiving forms prepared by the District is responsible for the inspection of the documents for missing or illegible pages, or other indication of incomplete information provided to the Contractor. The failure or neglect of any Contractor to receive or examine any proposal document, addendum, or other documents, shall in no way relieve the Contractor from obligations with respect to its/his/her proposal. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

10. Withdrawal or Amendment of Submitted Bid: Any bid which has been submitted may be withdrawn prior to the scheduled time of opening bids. A request to withdraw a bid must be in writing and received by the District prior to the scheduled time for opening bids. No amendment, addendum, or modification will be accepted after a bid has been submitted to the District. If a change to a bid that has been submitted is desired, the submitted bid must be withdrawn and the replacement bid submitted prior to the time scheduled for the opening bids. No contractor may have more than one bid on file with the District, unless prior permission has been granted by the District.

11. Performance Bond: The District may require as a condition to granting a contract award, receipt of a renewable annual Performance and Payment bond naming the District as obligee or beneficiary, in the amount of 100% of the total value of the transportation contract. If required, the Contractor will be required to post such bond prior to July 1, 2019 and by July of each succeeding year. The performance bond must be issued by an approved surety company, duly licensed and authorized to transact business in the State of Rhode Island. A letter of bond ability from the issuing agent and a Consent of Surety from the surety company must accompany this bid assuring that the required bonding is available.

12. Protest Procedure: Any actual or prospective Contractor showing a substantial economic interest in this contract, who is aggrieved in connection with the solicitation or award of this contract, may protest to the District in accordance with the procedures set forth herein. Protests based on specifications or other terms in this bid document shall be submitted no later than one week after the bid opening. In order to be considered, the protest shall be submitted in writing to the Director of Administration Exeter-West Greenwich Regional School District 940 Nooseneck Hill Rd. West Greenwich, RI 02817 and shall include:

- a) The name and address of the aggrieved person;
- b) The Proposal Title; and
- c) Specific grounds for the protest.

13. Proposal Evaluation and Reward: Qualified proposals received by the due date will be publicly opened and read aloud on the date and time outlined in this Bid request. Following the public opening, a proposal review committee will be formed by the District to review each proposal. A ranking system will be employed to consider the quality of each response, the wherewithal of the Contractor's technical proposal and the proposed cost. Following this review the District may at its sole discretion choose to award the contract to a Contractor, pursue additional Information from one or more Contractors, or enter into negotiations with one or more Contractors. This solicitation of services is structured as a Request for Proposals. The District School Committee reserves the right to consider experience, service, and reputation in the student transportation field as well as the cost in considering proposals and awarding the contract. This includes the District's past experience and service from any Contractor, without concern of retribution. The District reserves the right to obtain without notice, from any and all sources, information concerning a Contractor which the District deems pertinent to this RFP and to consider such information in evaluating the Contractor's proposal. The District furthermore reserves the right to make on-site inspections of the Contractor's installations and facilities which the District deems pertinent and necessary to evaluate the Contractor's proposal and to consider any information *received* from such inspection in evaluating the Contractor's proposal.

14. The Proposal must be submitted in two parts, as follows:

**Technical:** Will contain the Contractor's written description of how it proposes to comply with the detailed specifications and requirements of this RFP. The Contractor's response must comply with the following format and section content requirements:

Summary- In this section the Contractor should provide a brief summation of its entire proposal that demonstrates complete understanding of the District's requirements and expectation, as well as the Contractor's qualifications and experience to perform the work. The Contractor should indicate a definitive statement of its wherewithal and willingness to enter into a contract with the District, and must indicate what if any exceptions are being taken to the terms and conditions of the RFP.

Qualifications and Experience - In this section the Contractor should provide a complete description of its background, qualifications, and experience relative to the services required. Also to be included is a listing of no fewer than three and no more than five complete references for other school districts for which the Contractor provides similar services, two of which need to be from current RI school districts. Particular emphasis should be placed on any past experience provided to the District, as well as experience providing references for other RI school districts..

Service Description - In this section the Contractor should fully describe how it intends to meet each of the specific requirements established in the Service Specifications section of this RFP. To provide for ease of evaluation, the Contractor's response in this section must follow the exact heading descriptions provided in the *Service Specifications* section to the RFP.

**Cost:** Will contain the business portion of the Contractor's proposal. All pricing (**FORM B**) and other required information must be submitted, and included in this section of the Proposal. The District requires the following proposal information:

- Last three {3} years of audited financial statements
- List of Sub contractors
- 3-5 References
- Contractor Fleet assets
- Evidence of Insurance for General Liability,
- Auto Liability and Workers' Compensation
- Contractor Transportation Planning Software Documentation
- Contractor Preventive Maintenance Plan

### **General Terms and Conditions**

The transportation services will be for all students served by the District, from Pre-K through Grade 12, including, but not limited to those with special needs for the entirety of the academic school year. The term of this agreement shall be five (5) academic school years, commencing on July 1, 2019 and continuing through to June 30, 2024. For the purposes of this Proposal, an academic year is a school year of such duration as may be determined by the School Committee in accordance with the Laws of the State of Rhode Island, and is approximately one hundred and eighty {180} days with additional days for the Extended School Year for students with special needs. The transportation services to be provided

shall not be limited to the geographical boundaries of the EWGRSD. Therefore, this RFP would address transportation of the resident students, in-district as well as the resident students that travel *out-of-district in region* as mutually agreed when necessary.

Fleet costs stated in the bid shall be the rate charged by the Contractor for any specific bus needed to provide transportation to out of district schools, the same rate charged for any specific bus serving in-district students.

### **Insurance**

The Contractor agree to defend, indemnify, protect save and keep harmless the District from any and all cost, damage or exposure arising from negligent acts or omissions of the contractor in undertaking this contract.

At the beginning of each contractual year, the contract will furnish a copy of its insurance binder reflecting the following to the District's Superintendent or designee. Failure to provide and or continue such insurance shall be deemed a material breach of this contract and shall be cause for immediate termination.

The contractor's accident record for the previous three (3) years for wherever they operated or have held contracts must be prepared by the Contractor's insurance carrier and submitted with the bid, The contractor will maintain in full force at all times during the Contract auto liability insurance covering all owned, hired and/or non-owned vehicles in the minimum amount of \$5,000,000 per occurrence for all damaged on account of personal injuries and/or property damage. The contractor will provide evidence of its auto liability policy to the District naming it an additional insured to policy each year of the contract.

The contractor will maintain in full force at all times workers' compensation insurance for all labor employed on the contract. Workers' compensation coverage must meet the statutory obligations of the State and supply evidence of the same to the District

Each policy shall name the District, its school committee members officers, agents, administrators and employees as co-insured. No cancellation of, change of or revision in the insurance can be done without first notifying the District.

### **Service Specifications**

The contractor agrees to provide complete district school transportation (excluding Statewide transportation requirements) which includes but is not limited to: buses, other equipment , bus drivers, special education aides, monitors and support personnel which may be necessary to perform the duties and obligations contains in the conditions and specifications of this RFP. All regularly schedules transportation services shall be provided in accordance with the following:

1. Proposed contract costs shall be quoted as a minimum daily live running hours, fixed price per bus per day and/or an incremental hourly rate. The length of the service of the day vary with the type of service being provided. Services provided by any bus that extends beyond the fixed length of the service day shall be billed at an incremental cost per hour.
2. All proposed contract costs shall be quoted only on the **FORM B: Cost Proposal**.

3. Descriptive information concerning the size and scope of current transportation operations are provided as guidance only. No limitation shall be placed by the Contractor on the District's right to increase or decrease the number of buses in operation over the term of the Contract.
4. After first providing notice to, and consulting with the Contractor, the District may utilize scheduled transportation services provided by collaborative programs or other school districts.

Further requirements and information regarding each of the scheduled transportation services to be provided is included below:

***Regular Education Transportation Services***

The District reserves the right to increase and/or decrease the number of buses and bus routes at any time in accordance with the terms and conditions of the RFP.

Regular education transportation services shall be provided using a minimum base service day of 6.5 hours.

Bus monitors/aides average 4.5 hours per day

Current regular transportation services are currently provided utilizing nineteen (19) full size buses, and are summarized below:

High School students, (Grades 9-12) are transported to the EWGRSD SHS, 930 Nooseneck Hill Rd. The HS has a start time of 7:27am and an end time of 1:37pm.

Junior High School students (Grades 7-8) are transported to EWGRSD JHS 930 Nooseneck Hill Rd. The JHS has a start time of 7:27am and an end time of 1:37pm.

Elementary School students (Grades Kindergarten-1) are transported to Wawaloam School, 100 Victory Highway, Exeter, RI 02822. Wawaloam has a start time of 8:45am and end time of 3:10pm

Metcalf Elementary School (Grades 2-6) are transported to Metcalf School 30 Nooseneck Hill Rd. Exeter, RI 02822. Metcalf has a start time of 8:37am and an end time of 3:00pm.

Early Learning Center Pre-K is located at Lineham School, 859 Nooseneck Hill Rd. West Greenwich, RI 02817. Lineham School students are transported on separate runs.

AM Session - has a start time of 8:30 am and an end time of 11:15 am

PM Session - has a start time of 12:15 pm and an end time of 3:00 pm

***Special Education Transportation***

The District reserves the right to increase and/or decrease the number of buses and bus routes at any time in accordance with the terms and conditions of the Contract. The district uses three (3) mini buses for special education population

Special education transportation services shall be provided using a minimum base service day of 6.5 hours. Currently, the District provides special education transportation services to each of its in-district school buildings.

Out of district special education transportation services are provided via the statewide collaborative system under the auspices of the RI Dept. of Ed.

**Private, Parochial and Charter School Transportation**

The District reserves the right to increase or decrease the number buses or routes at any time in accordance with the terms and conditions of the Contract.

The private, parochial and charter transportation services shall be provided using a minimum base service of 6.5 hours.

Currently the district provides transportation to District resident students that attend private, parochial, and charter schools located within the boundaries of the District. The number of buses currently utilized to provide service, are included in the Regular Ed Transportation number. In the future, the State may provide transportation to these in-district locations, and therefore, the District will not be penalized In any way by the Contactor should such action be taken by the State.

**On Demand Transportation Services**

In addition to the regularly scheduled transportation services, the Contractor shall provide on-demand transportation services to the District on a fee for service basis. These services will include chartered trips for field trips, athletic events, and late buses on semi -regular routes from the District public schools. The District currently provides two (2) late buses -2 at the High School. The on-demand transportation services will be quoted on an hourly basis inclusive of driver time, and predicated on the size of the bus utilized. Field trips, such as, but not limited to bussing students to work sites, special school programs, shall not be charged to the District. Any field trips falling outside the regular school day hours will be provided on a fee for service basis, will be quoted on an hourly basis inclusive of driver time, and predicated on the size of the bus utilized. There is no charge to the District for the first 50 miles. The District will not pay for buses retained solely for use in the provision of on-demand services.

A scheduled trip may be canceled by the Superintendent or designee by notifying the contractor as soon as possible on or before the day of the trip. There shall be no charge for canceled trips. However, Contractor will be paid for one (1) hour of the driver time for any trips canceled within one hour of the scheduled departure time. Such driver rate shall be based upon the rate identified in the Contract.

**Routing and Scheduling**

Presently the District policy for student riding eligibility is as follows:

Pre K- to K	Door-to Door
Grades 1-6	Group stops or Door- to Door
Grades 7-12	Group stops or Door – to Door

**Walking Distances**

Maximum walking distances have been established by the Exeter-West Greenwich Regional School District. The District reserves the right to change any or all distances mentioned below.

Pre-k to Kindergarten	Door to door
Grade 1 to Grade 3	½ mile
Grade 4 to Grade 5	1 mile
Grade 6 to Grade 8	1 ½ miles
Grade 9 to Grade 12	2 miles



The District shall have the sole authority to make or approve such changes deemed necessary in adjusting the number of buses, assignment of students, groups or routes, time and dates, or any other matter affecting the specific individual needs of the students. In addition, the District may develop routes independent of the Contractor for implementation of the Contractor.

NOTE: The district reserves the right to obtain assistance from an Independent source relative to the review of routing, scheduling, and oversight, management and the number of buses required to provide safe and efficient transportation services. Any such expense would be the responsibility of the District.

The Contractor shall provide hardware and software at the terminal, to implement a computerized routing system which will meet the following minimum criteria:

- Optimize routes based on client-designated parameters;
- Schedule buses;
- List routes and stop times;
- Utilize District's student data base information;
- Generate bus passes for all eligible students; and
- Maintain capabilities of operating in a network environment to support multiple users working in the same database.

The Contractor will operate the system and provide regular bus routing and scheduling services to the district. The Contractor will provide labor and associated costs relating to data entry and mapping. The Contractor will be responsible for all costs associated with the aforementioned. The District currently uses the Versatrans computerized route planning system. Whether the contractor utilizes the current software system or if an equivalent system is proposed, the Contractor shall be responsible for all costs associated with the conversion of data and setup of the system. In all cases the underlying database of information shall remain the sole property of the District, and will be provided by the Contractor in a format acceptable to the District at the termination of the contract.

Specific documentation regarding the Contractor's computer routing system must be included in the proposal. At a minimum this documentation must include:

- A description of the System and its operation in terms of the above system requirements;
- Identification and provision of a resume of the Contractor's employee who is designated as the Computer Routing Coordinator. The employee must have a minimum of three (3) years' experience running the system for this bidder;
- A copy of the software vendor's Licensing Agreement or Contract with the proposal;
- A description of the hardware to be provided at the terminal office; and
- At least two (2) references from the school districts for which the Contractor is currently providing such computer routing services.

The successful Contractor will have the computerized routing system fully operational by July 1, 2019.

The Contractor will be responsible for scheduling the District bus routes and stops in the most efficient safe and equitable manner so as to expedite the prompt pickup and delivery of students. All bus routes and schedules proposed by the Contractor are subject to the approval of the District. The District retains the explicit right to reject and/or require changes to any bus routes proposed by the Contractor in order to improve efficiency, service quality, or the safety of District students. Any and all changes to bus routes, especially if they require the addition of buses to the system must be presented for approval by

the District at least one month prior to being placed in operation. The District will consider any proposed changes to bus routes that result in a reduction to the number of buses in service and/or a reduction in the cost of the service provided.

Once the routes are established the Contractor will provide the routes to the District and they will be posted on the District website a minimum of 2 weeks prior to the beginning of the academic school year.

The Contractor will be responsible for conducting a trial run of all bus routes no later than five (5) school days prior to the start of the school year and will report the results to the District. The Contractor must provide a telephone connection through which the District may make immediate contact with appropriate personnel from 5am -5pm on days when school is in operation; as well as any other times an emergency may arise. The Contractor and/or their agent must be willing to appear for in district conferences, and/or meetings {including School Committee meetings} as necessary.

The Contractor shall provide written reports of bus counts which reflect the number of riders on each bus and each round trip when requested by the District designee.

The Contractor will contact the Superintendent or Designee on dally basis, once all children have been dropped off at the end of the day.

## **Facilities, Vehicles and Equipment**

### **Facilities**

Buses used for this Contract shall be staged and maintained at the Contractor's exclusive risk and expense. Garaging and bus staging must take place at a location within the District. In the event garaging and staging takes place outside of the District, the District will not be responsible for any expenses related to the movement of vehicles to within the District boundaries. All route times will be calculated exclusive of deadhead mileage and time.

It is the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicle use in the operations of the Contract. Contractors must demonstrate proof of adequate facilities within 60 days prior to the award of the Contract, or the Contract becomes null and void.

### **Vehicles and Equipment**

The contractor will provide the District with a complete list of buses to be used in each contract year, including spear buses, sufficient to meet emergency needs relating to the services. The vehicle list shall be included in Fleet Assets Equipment Number **FORM A: FLEET ASSETS.**

- Vehicle ID number
- Vehicle registration Number
- Vehicle Year of Manufacture
- Vehicle Make; original equipment manufacturer(OEM)
- Special Equipment (wheelchair, etc.)
- Vehicle Type
- Engine Type
- Current Odometer reading

## Fuel

Fuel is the sole responsibility of the Contractor. However, the Contractor will purchase, at the best price available, the fuel required for the buses utilized under this contract, and determined by the fuel usage standards. The Contractor must be current in the payment of all Federal, State, and Local taxes, to include vehicle and fuel taxes.

All vehicles in the performance of the Contract shall be new, and propane fueled, for more fuel efficiency and environmentally friendly impact on emissions, or new and diesel fueled. Please indicate fuel type on the **FORM B: COST PROPOSAL** fleet cost and fuel type.

Vehicle ages for compliance with this provision are calculated at the beginning of each school year taking the current calendar year and subtracting the model year.

The Contractor will provide spare buses in number required to ensure no impairment of services. The number and types of spares vehicles proposed will be included on **FORM A: Fleet Asset**.

The contractor will provide specialized equipment, as needed, to meet the requirements of students with specialized transportation requirements (such as, but not limited to start seat, car seats, w/c or stroller access, seatbelts).

All buses used will conform to all rules and regulations enacted by the Departments' of Motor Vehicles, Transportation, and Education of the State of RI and/or otherwise specified herein. Each bus shall comply with any and all rules and regulations of the RI Registry of Motor Vehicles and be in absolute compliance with RIGL, 1956, as amended, and be in compliance with the requirements of the Basic Education Plan (BEP).

All buses shall be kept clean inside and out at all times and shall be subject to the inspection of the District's Administration. A school bus rejected by the District Administration for any deficiency shall be promptly declared inoperable and shall not be allowed to transport students until the deficiency is corrected.

The Contractor shall keep all buses in proper working condition at all times and furnish all fuels, tires, oil, grease, and any and all maintenance and repairs for the buses essential to the fulfillment of the service.

The Contractor shall have a preventative maintenance program, which shall be used during each of the contract years. A detailed description of the of the Contractor's preventative maintenance and repair program must be included as part of the Contractor's Technical Proposal.

The contractor shall have the buses clearly marked EXETER – WEST GREENWICH REGIONAL SCHOOL DISTRICT located on each side of the bus in letters at least six (6) inches in height. Each bus must bear the bus number on each side of the bus and on the front and rear of the bus in number s at least six (6) inches in height.

The contractor shall be responsible for and furnish at the Contractor's expense such devices and equipment as are or may be required by law or regulation.

All buses shall be equipped with two-way radio communications or equivalent to maintain contact with the manger/bus dispatcher/designee. Radios shall have an individual distinct frequency as well ensure the output can be sustained.

The following items should be included in the Cost Section of the proposal, and should be itemized separately:

- All buses shall be equipped with a state of the art Global Positioning System (GPS), which the Contractor shall be responsible for the cost of procurement and installation
- All buses shall be equipped with a state of the art camera and radar detection system for the undercarriage.
- All buses shall be equipped with a barcode scanner bus pass system
- All buses shall be equipped with seatbelts

The District reserves the right to require a certificate at any time from a garage of its choosing that the buses under contract are in good order with respect to brakes, lights, horn, mufflers, steering gear, windshield cleaners, doors, tires. Windows, bodies, and any other safety related items.

The District expressly reserves the right to acquire transportation for athletic, field trips, and/or other school activities from sources other than the Contractor, as may be in their best public interest.

The Contractor will abide by the District's no idling policy.

### **Standards of Service**

#### Transportation Staffing and Operations

During inclement weather, the Administration has sole responsibility of altering bus schedules or canceling bus services for that day. Should bus service be required, the Contractor agrees to abide by the decision of the Administration and will run routes as normally as possible.

The Contractor shall appoint a manager and such other personnel as deemed necessary for the proper management and supervision of the transportation service. The Contractor agrees that the proposed manager shall be interviewed by the District prior to assuming the duties assigned and that the District has the exclusive right to accept or reject any proposed candidates for the position. The manager shall be experienced in the development of bus routes and schedules, and the administration of school bus services. In the absence of the manger the dispatcher will assume the role. The proposed contract manager shall fulfill the following minimum duties and responsibilities:

The manger shall be located at the school bus terminal /primary staging for the general supervision of school buses for the full day of their operation.

The manager shall be available to the District Administration during the hours that transportation is being provided to the District. The manger shall be available by phone at least there (3) hours before schools opens and at least one (1) hour after all buses have returned to the bus terminal during the school year.

The manger shall be available for consultation concerning inclement weather and road conditions.

The manger shall handle all complaints regarding the transportation of students and shall establish procedures for handling complaints with respect to all students. Said established procedures are subject to the approval of the District Administration. An ongoing working relationship shall be established with building principals.

The manger shall establish procedures to inform the District Administration of violations of rules and regulations, accidents, or any matter that should be brought to the attention of the school officials.

The manager shall assist the Administration in any investigation and/or report relating to any complaint against the driver, monitor, or other employee of the transportation company serving the District.

The manager shall be responsible for developing a manual of operations, subject to the approval of the administration for each bus driver, monitor, or aide. The manual will detail operating procedures, district policies relating to transportation, regulations, and safety issues.

The manager shall enforce the discipline code for the transportation program and shall assume full responsibility for maintenance of discipline on school buses.

It would be beneficial, if the manager had a working knowledge of the street maps of EWGRSD.

The Contractor shall fully describe its staffing plan and operations in its Technical Proposal. In addition, The Contractor must include a complete resume for its proposed contract manager as part of its technical proposal submission.

Should a bus accident occur, the Contractor shall provide another vehicle for the immediate transportation of the students so that as little time as possible is lost and the comfort of the passengers is assured. The District administration shall be notified of all accidents and all injuries, regardless of the extent, as soon as possible. All accidents must be reported to the local police department where the accident occurs. A student manifest sheet containing the name, telephone#, and legal guardian of each student riding the bus shall be available on each bus.

The Contractor will have evidence of a structured safety program which includes ongoing driver training, Monthly meetings, and in classroom instructions to be coordinated with the District. The Contractor shall provide an adequate number of substitute bus drivers who shall be familiar with the routes to the extent possible.

The Contractor shall provide an adequate number of substitute aides/monitors, so that no RIDE Variances are needed.

### **Personnel**

All Contractor personnel shall be properly trained and licensed on all services vehicles, and other equipment utilized or provided hereunder to meet all standards established by pertinent Federal and State laws and regulations.

All Contractor personnel must have successfully completed a national BCI, CORI and/or SORI check and Must continue to update it every 6 months.

All personnel including drivers must be capable of being trained in First Aid, CPR, and Seizure disorder, As well as in operating various medical devices (Epi-pen, glucose gel etc.), and CPI training - all of which

would be necessary to the well-being of the students being transported.

A complete list of drivers, and aides (permanent and substitutes) shall be available upon request by the District. The list will include:

- Assignment
- Date of Birth
- Date of Hire
- Copy of National BCI, CORI/SORI and Drug Test
- A copy of the physical exam, indicating the individual is of sound physical and capable of performing the duties of a driver, or aide/monitor
- Regular license Number and validation date
- Class of public service license

Driver training and instruction is the responsibility of the contractor, who shall be expected to apply and enforce driver training, bus safety, and instruction programs as required by RI State Regulations. In addition the Contractor must institute and maintain ongoing driver safety and instruction programs. The Drivers training program must be included in the technical proposal.

The District reserves the right acting through its Administration, to require the immediate dismissal of driver monitor, or aide who is judged unsatisfactory in the performance of their expected duties and responsibilities. Cause for dismissal may include but not limited to the following:

- Temperament
- Personality
- Cleanliness and neatness in appearance
- Unsafe behavior
- Driving record
- Discourteous while transporting students

Smoking is not allowed on the vehicles contracted to the District.

**Student Care, Supervision, and Discipline**

No passengers other than school district students and staff shall be carried by a school bus, including field trips, except by written permission of the District Administration.

The contractor will enforce all aspects of the District’s bus conduct code. Additionally, at no cost to the District, the Contractor shall conduct school bus safety instruction sessions, for all bused students according to the following scheduled, two of which shall take place during September and October. The contractor will comply with the following student safety requirements:

Conduct school bus safety instruction and evacuation procedures for all grades (Prek-12)

Safety	Pre-K	2 times per year
	K-6	4 times per year
	7-12	2 times per year

Evacuation Drills All 2 times per year

Bus personnel will not leave a bus unattended when children are on the bus

Unavoidable delays or other circumstances which interfere with the normal and proper performance of a scheduled trip must be reported to the proper school officials as soon as possible.

Student lists at the Elementary level, and bus passes at the secondary level will be implemented and checked by bus personnel. Only authorized student will be transported. A two week period at the beginning of the school allows for familiarity of the students names,

Student Bus Discipline Procedures shall be followed at all times, and by all bus personnel. In the event a student does not follow the procedures, he/she will be disciplined accordingly

### **Records and Reports**

The Contractor will be required to maintain a monthly Medicaid transportation log for each Pre-K -12 special education student, including the name of the student, DOB, Driver's name and signature, Any one-on-one aid supporting a student while being transported must also complete a monthly, Medicaid Personal Care Attendant log. The records will be submitted to the District on a monthly basis.

The Contractor will maintain records received from the department of Transportation on the Following:

- Records of Inspection
- Notification that a bus was not made available for a scheduled inspection
- Suspension orders related to a failure to make a bus available for inspection
- Notification that a bus has passes inspection and been reinstated

The records shall be available for inspection by the District administration

In determining the proposed daily rates the Contractor shall assume all costs of operations including all direct and indirect costs needed in connection with the provision of services and requirements as described in the RFP.

### **Emergency Evacuation Plan**

The Contractor shall agree to comply with the District's Emergency Evacuation Plan. The plan may require that all District students be evacuated from all district schools at once: therefore, sufficient buses will be required. In addition, one or more district staff members will be assigned to each bus.

The Contractor is responsible for maintaining the additional buses at no cost to the District.

### **Breach Contract/Remedies**

Failure on the part of the Contractor to execute the work as per the agreement would warrant the District to terminate the contract, and satisfying the requirements though another capable contractor. The District would collect from the Contractor through the performance bond any difference in price as a result of such failure on the part of the contractor.

In the event of a labor action, strike or any other reason which causes the interruption of services or operations, the District reserves the right to secure such other transportation as may be deemed necessary and charge the cost of the same to the Contractor.

The Contractor agrees that if it is determined at any time by the District that the Contractor has violated any of the provisions set forth in the Contract, the District may terminate the Contract at any time with 30 day notice. The Contractor shall have a 30 day notice period to cure or remedy the Contract violation. Determination may be based on default in performance, non-conformity of performance, deficiency excused by failure in any respect to perform service with due diligence, bankruptcy, receivership, or a general assignment for the benefit of the Contractor's creditors impairs the value of service under Contract.

If the damages, other than the loss of non-performed or non-conforming services are actually sustained by the contractor due to any act or omission for which the District is legally responsible, the Contractor shall have delivered to the Superintendent or designee a detailed written statement of such damages and cause, within five (5) days of the District's act or omission.

Neither party will be liable to the other or be deemed to be in breach of this contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without fault or negligence.

Such causes may include Acts of God, fires, flood, epidemics, quarantine restrictions, unusually severe weather, and/or acts of terrorism. Dates or times of performance will be extended to accommodate such delays excused by the aforementioned.



STANDARD INSTRUCTIONS TO BIDDERS (LONG FORM)  
I N V I T A T I O N T O B I D  
D I R E C T O R O F A D M I N I S T R A T I O N  
E X E T E R - W E S T G R E E N W I C H R E G I O N A L S C H O O L D I S T R I C T

**1.0 BIDDING DOCUMENTS**

Bidders may obtain from the Director of Administration for the Exeter-West Greenwich Regional School District, (hereafter called the District) one (1) complete set of Bidding Documents, as stated in the Advertisement for Bids.

1.1 Complete sets of Bidding Documents shall be used in preparing bids;

THE DISTRICT will not assume any responsibility for errors or misinterpretation resulting from the use of incomplete sets of Bidding Documents.

**2.0 QUESTIONS**

Bidders shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions.

2.1 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Director of Administration no later than 12:15PM Friday December 14, 2018. No telephonic clarification or interpretation will be made by the District. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.

**3.0 "OR EQUAL BIDDING":**

When the name of a manufacturer, a brand name, or manufacturer's catalogue number is issued as the bid standard in describing an item followed by "Or Approved Equal", this description is used to indicate quality, performance and other essential characteristics of the item required. If bidding on other than the make, model, brand or sample specified, but equal thereto, bidder must so state by giving the manufacturer's name, catalogue number and any other information necessary to prove that his intended substitution of a commodity is equal in all essential respects to the bid standard. Bidder must prove to the satisfaction of the Director of Administration, or by person or persons designated by him, that the bidders designated substitute is equal to the bid standard; otherwise, his bid will be rejected.

**4.0 ADDENDA**

Copies of all Addenda will be posted to the District's Website. It is the Vendor's responsibility to check and download any and all addenda from the District's Website. Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

4.1 No Addenda will be issued later than four (4) working days prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids. Each bidder shall ascertain prior to submitting his bid that he has received all Addenda issued, and he shall acknowledge their receipt in his bid.

## **5.0 RECEIPT AND OPENING OF BIDS**

Sealed bids will be received and date stamped in the office of the Director of Administration, 940 Nooseneck Hill Rd. West Greenwich, RI 02817 until the time and date indicated on the Advertisement for Bids. Bids will then be publicly opened and read aloud directly thereafter. No bid received after that time will be considered. Mark bid envelope with bid item, time and date of bid opening.

**Bids brought directly to the bid opening room without following the above procedure, will be rejected.**

## **6.0 FORM OF BID**

Bids shall be submitted on and in accordance with the forms provided. All blanks shall be filled in by typewriter or electronically.

6.1 Where so indicated by the makeup of the bid form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the written amount shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the bid. Carelessness in quoting prices, or in preparation of bid otherwise, will not relieve the bidder. Bidders are cautioned to recheck their bid for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if their bid is accepted.

6.2 All requested alternates shall be bid. Bidder shall make no additional stipulations on the bid form nor qualify his bid in any other manner.

6.3 Each copy of bid shall include the legal name of bidder and a statement whether bidder is sole proprietor, a partnership, a corporation, or any other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the bidder to a contract. A bid by a corporation shall further give the State of incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind bidder.

## **7.0 SUBMISSION OF BIDS**

All copies of the bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the Director of Administration and shall be identified with the Bid Name, Bid Number, the date/time of the bid opening and the bidder's name and address.

7.1 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Advertisement for Bid, or any extension thereof made by Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

7.2 Bidder shall assume full responsibility for timely delivery at location designated for receipt of bids.

7.3 Oral or telephonic bids are invalid and will not receive consideration. Additionally, FAXED proposals will not be accepted.

7.4 No bid may be withdrawn for a period of ninety (90) calendar days from the date and time of bid opening. The District reserves the right to waive this requirement in order to best serve the interests of the District

## **8.0 MODIFICATION OR WITHDRAWAL OF BIDS**

A bid may not be modified, withdrawn or cancelled by the bidder during the stipulated time period following the time and date designated for the receipt of bids, and bidder so agrees in submitting his bid.

8.1 Prior to the time and date designated for receipt of bids, bids submitted early may be modified or withdrawn only by notice to the party receiving bids at the place and prior to the time designated for receipt of bids.

8.2 Such notice shall be in writing over the signature of the bidder and must have been mailed and postmarked on or before the date and time set for receipt of bids; it shall be so worded as not to reveal the amount of the original bid. Withdrawn bids may be resubmitted up to the time designated for the receipt of bids provided that they are then fully in conformance with these Instructions to Bidders.

## **9.0 CONSIDERATION OF BIDS REJECTION OF BIDS**

9.1 The District reserves the right to reject the bid of any bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, or who is not in a position to perform the contract, or who has habitually and without just cause, neglected the payment of bills or disregarded its obligations to subcontractors, material, or employees.

9.2 The District reserves the right to reject any or all bids and in particular to reject a bid not accompanied by any required Bid Security or data required by the Bidding Documents or a bid in any way incomplete or irregular, and to waive any informality in the bids received, and to accept the proposal or parts thereof deemed to be most favorable to the best interest of the District.

9.3 The District shall have the right to waive any informality or irregularity in any bid received.

9.4 It is the intent of the District, if it accepts any Alternates, to accept them in the order in which they are listed in the bid form, but the District shall have the right to accept Alternates in any order or combination and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

## **10.0 QUALIFICATIONS OF BIDDER**

The District may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the District all such information and data for this purpose as the District may request. The District reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the District that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

## **11.0 BID SECURITY**

**Only when a Bid Security is required in the "Invitation to Bid" cover sheet,** each bid must be accompanied by a Certified or Bank Cashier's Check of the bidder, or a Bid Bond duly executed by the bidder as principal or having as security therein a surety company approved by the District, in the amount of \$15,000. Said bid security (i.e. a Certified or a Bank Cashier's Check) will be returned to all

except the three lowest bidders within a reasonable time after opening of bids. The latter's bid security will be returned after the District and the accepted bidder have executed the contract. The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.

### **12.0 FORFEIT OF BID SECURITY**

The successful bidder, upon failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he has received the Notice of Award, excluding Saturdays, Sundays, and legal holidays, shall forfeit to the Exeter-West Greenwich Regional School District as liquidated damages for such failure or refusal, the security deposited with his bid. The bidder's forfeiture of security shall be a waiver of all rights as a bidder under this contract and shall relieve the District of all responsibility to said bidder.

### **13.0 CONTRACT SECURITY**

**When a Contract Security is required in the Invitation to Bid cover sheet, the Contractor shall furnish a Surety Bond in an amount equal to at least One Hundred Percent (100%) of the contract price as security for the faithful performance of the contract and for the payment of all persons performing labor on the project under the contract and furnishing materials, equipment and all other incidentals in connection with the contract. The surety on such bonds shall be a duly authorized surety company satisfactory to the District and the cost of same will be paid by the Contractor. Before final acceptance, the bonds must be approved by the District. The bonding company providing surety must be listed in the Federal Register as issued by the Department of Treasury, Department Circular 570, latest edition, as well as being licensed in the State of Rhode Island to provide surety.**

### **14.0 RHODE ISLAND SALES AND USE TAX**

The District is exempt from the R.I. Sales or Use Tax under Section 44\_ 18301, General Laws of the State of R.I. 1956, as amended. Bidders' attention is directed to Regulation "C" Contractor's and Sub-Contractors and Contractor's Exempt Purchase Certificate.

### **15.0 INSURANCE REQUIREMENTS**

The Contractor shall carry the following insurance coverage at his own expense:

**a. General:** All insurance for this contract shall be written by a company (or companies) acceptable to the District and all policies or certificates shall be submitted to the District for examination prior to commencement of operations by the contractor. In the event any policy or certificate, the amount of the insurance, or the company writing same are not satisfactory to the District, the contractor shall secure other policies or certificates inform and amount with a company satisfactory to the District. The contractor shall not permit policies to be changed, canceled, or to lapse and all policies shall include a clause to the effect that the policy shall not be subject to cancellation or a reduction in the limits of liability or amounts of insurance until notice has been sent by mail to the city stating when, (not less than 30 days thereafter) such cancellation or reduction shall be effective. All certificates of insurance shall be delivered to the District and contain true transcripts.

**The Contractor is required to list the Exeter-West Greenwich Regional School District not only as Certificate Holder but as an Additional Insured as well on the "Certificate of Insurance".**

If any part of the work is sublet, similar insurance shall be provided by or in behalf of the subcontractors to cover their operations. The Contractor shall be charged with the responsibility for insurance protection for all his subcontract operations and should the contractor's policy not cover each and every subcontractor, certificates of insurance acceptable to the District covering each and every subcontractor shall be filed with said District prior to the commencement of subcontract operations.

**b. Statutory Workman's Compensation Insurance:** Shall be provided by the contractor for all labor employed on the project who may come within the protection of such laws and Employer's General Liability Insurance shall be provided for the benefit of employees not protected by compensation laws. The contractor will be charged with the responsibility for proper and adequate workman's compensation for all subcontract operations.

**c. Contractor's General Liability Insurance** (including Premises-Operations; Independent Contractor's Protective; Products & Completed Operations; Broad Form Property Damage):

**a. Bodily Injury:**

\$1,000,000 - Each Occurrence

\$1,000,000 -Annual Aggregate

**b. Property Damage:**

\$1,000,000 Each Occurrence

\$1,000,000 \_ Aggregate

**c. Products & Completed Operations** to be maintained for one (1) year after final payment.

**d. Contractor's Liability:**

**a. Bodily Injury:**

\$1,000,000 - Each Occurrence

**b. Property Damage:**

\$1,000,000 - Each Occurrence

\$1,000,000 - Annual Aggregate

**e. Personal Injury, with Employment Exclusion deleted:**

\$1,000,000 - Annual Aggregate

**f. Comprehensive Automobile Liability:**

**a. Bodily Injury:**

\$500,000 - Each Person

\$1,000,000 - Each Occurrence

**b. Property Damage:**

\$1,000,000 - Each Occurrence

**FORM A: FLEET ASSETS**

VEHICLE	Vehicle ID number	Vehicle registration Number	Model Year	Vehicle Make; original equipment manufacturer(OEM)	Current Odometer reading	Special Equipment (wheelchair, etc.)	Vehicle Type	Engine Type
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

\_\_\_\_\_  
 AUTHORIZED OFFICIAL

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 SIGNATURE

**Daily Transportation – Regular In District Transportation**

The fleet shall be all new buses

An estimated nineteen(19) buses will be required to provide transportation to EWGRSD students for 180 days per school year

The bus drivers work an estimated 6.5 hours per day, and the average distance driven is 110 miles per day

The Bus Monitors work an estimated 4.5 hours per day an deach bus hrequires a monitor

Late buses estimates two buses making (2) trips per week from October until May, for approximately one hundred-twenty-eight (128) trips

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Cost Per Bus Per Day					
School Bus Monitor, per hour					
Late buses					

**Daily Transportation - Special Education In District**

The fleet shall be all new buses.

An estimated three (3) mini- buses required to provide transportation to special needs students approximately 180/230 days per school year.

The bus drivers work an estimated 6.5 hours per day, and the average distance driven is 110 miles per day

The Bus Monitors work an estimated 4.5 hours per day, and each bus requires a monitor.

All buses shall be equipped for air conditioning for the months of July and August.

All buses shall be equipped to accommodate a minimum of two (2) wheelchairs or more as required.

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Cost Per Bus Per Day					
School Bus Monitor, per hour					
AM/PM Pre-K-12					
Mid-Day Pre-K Run					

**Transportation to Other Events:**

Transportation to students, staff and others at the direction of the Superintendent of Schools to extra curricular activities, athletic contests, special events, field trips, etc., as requested.

	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Base Cost Per Bus					
Cost Per Mile Per Trip					
Cost Per Hour Per Trip					

AUTHORIZED OFFICIAL \_\_\_\_\_

Date

SIGNATURE \_\_\_\_\_

**FORM C: BID CHECKLIST**

FORM C: BID CHECKLIST	
Included	
	Each Page Initialed by Contractor Authorized Representative
	Technical Proposal
	Cost Proposal
	Proof that the Contractor is licensed to do business in the State of RI;
	Proof of doing business for at least five (5) consecutive years in school bus transportation, especially in RI;
	Three (3) current references for school bus transportation. At least two references must be from RI school districts
	Evidence of Current Insurance for General Liability, Auto Liability and Workers' Compensation;
	Proposal Form;
	Proposal Security/Performance Bond
	Past three (3) years of Audited Financial Statement information reflecting the financial condition of the Contractor.
	List of Sub contractors
	Transportation Planning Software Documentation
	BID Bond
	FORM A: Fleet Assets
	FORM B: Cost Proposal
	FORM C: Bid Checklist

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 AUTHORIZED OFFICIAL

DATE

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 SIGNATURE