



Achievement First

REQUEST FOR PROPOSAL

**SCHOOL BUS TRANSPORTATION
RHODE ISLAND**

MAY 07, 2021

Contents

Achievement First School Bus Transportation Bid Schedule	3
Invitation to Bid.....	4
General Information.....	4
Equal Employment Opportunity (RIGL 28-5.1).....	4
Legal Notice	5
Achievement First School Transportation Requirements Overview	6
School Bus Transportation Contract Specifications	7
Background and Description.....	7
Overview.....	7
BID SUBMISSION REQUIREMENTS	20
1 BID SUBMISSION.....	20
2 REQUIRED SIGNATURES	21
ASSURANCE OF NON-DISCRIMINATION COMPLIANCE	21
AUTHORIZATION FOR RELEASE OF REFERENCE INFORMATION	21
SCHOOL TRANSPORTATION BID NON-DEFAULT CERTIFICATE	21
CERTIFICATE OF NON-COLLUSION	21
BONA FIDE BID	21
STATEMENT OF UNDERSTANDING	21
SIGNATURE.....	22
APPENDICES	23
1 SCHOOL LISTING & START TIMES.....	23
2 ANNUAL SCHOOL CALENDAR – SCHOOL YEAR 2020 – 2021	24

Achievement First School Bus Transportation Bid Schedule

Achievement First approval of bid specifications	
Bid specifications release date	Friday, May 7 th 2021
Bidder's virtual meeting	Friday, May 14 th 2021
Bid due	Friday, May 28 th 2021
Bid award decided and communicated	Friday, June 4 th 2021

Invitation to Bid

General Information

Achievement First is requesting proposals from qualified vendors to provide student transportation services to the Achievement First Rhode Island School District, in accordance with the terms of this solicitation.

Instructions and Notifications to Proposers:

- Potential offerors are advised to review all sections of this 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.
- Alternative approaches and/or methodologies to accomplish the desired or intended results of this procurement are solicited. However, proposals which depart from or materially alter the terms, requirements, or scope of work defined by this request will be rejected as being non-responsive.
- All costs associated with developing or submitting a proposal in response to this request, or to provide oral or written clarification of its content shall be borne by the offeror. Achievement First assumes no responsibility for these costs.
- Proposals are considered to be irrevocable for a period of not less than sixty (60) days following the opening date and may not be withdrawn.
- All pricing submitted will be firm and fixed unless otherwise indicated herein.
- In accordance with Title 7, Chapter 1.1 of the General Laws of Rhode Island, no foreign corporation shall have the right to transact business in the state until it shall have procured a Certificate of Authority to do so from the Rhode Island Secretary of State (401-222- 3040). *This will be a requirement only of the successful bidder(s).*
- Vendors are advised that all materials submitted for consideration in response to this Request for Proposals will be considered to be public records, as defined in Title 38 Chapter 2 of the Rhode Island General Laws.
- It is intended that an award pursuant to this Request will be made by Achievement First to a prime contractor, who will assume responsibility for all aspects of the work. Joint venture and cooperative proposals will not be considered, but subcontracts are permitted, provided that their use is clearly indicated in the offeror's proposal, and the subcontractor(s) proposed subcontractor to be used are identified in the proposal. Achievement First reserves the right to investigate both the financial, managerial and relative transportation experience of any subcontractor so proposed. The Contractor, however, shall remain fully responsible for all aspects of these specifications and contract performance, even if performed by the subcontractor.

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of Policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at (401) 222-3090.

- Achievement First reserves the right to accept or reject any or all options, alternatives, bids, proposals or portions thereof, to award or not award on the basis of cost alone, and to act in its individual collective best interests.
- At any point during the review process, any proposal found to be substantially non- responsive will be eliminated from further consideration.
- Achievement First may, at its sole option, elect to require presentation(s) by respondents clearly in consideration for award. Other submissions, certifications, or affirmations may be required, as appropriate.

Legal Notice

Achievement First will receive proposals for the furnishing of School Bus Transportation until Friday, May 28th, 2021, at 5:00 p.m. The proposal requires the furnishing of scheduled School Transportation for all designated school children attending Achievement First Rhode Island schools. Students currently live in the cities of Cranston, North Providence, Providence, and Warwick. The proposal must include "Regular Transportation", "Special Education Transportation" and "Out of District Special Education Transportation" for a period of three (3) years, plus two (2) individual option years, **beginning July 1, 2021**. The successful bidder(s) shall be required to furnish all services necessary and required, but not necessarily limited to the following in general: Transportation Equipment, Maintenance of Equipment, Operation, Drivers, Monitors/Bus Aides, Supervision, Inspection, Registration, Licensing, Insurance and conformance to all applicable laws, rules, and regulations of the State of Rhode Island, Department of Motor Vehicles, Department of Public Utilities, State Police and the City of Providence.

An optional Q&A conference for all interested bidders will be held on Friday, May 14th, 2021, 1pm. Bidders must email Samantha Sanacore, Director of Network School Operations at samanthasanacore@achievementfirst.org for the email invitation to the virtual meeting.

Achievement First reserves the right to accept or reject any and all bids, in part or in whole, at their sole discretion. The decision shall be final and binding on all bidders without recourse. All awards shall be subject to annual appropriation by the school district.

All pricing submitted shall be firm for a sixty business (60) day period.

Achievement First Rhode Island, Inc.

Achievement First School Transportation Requirements Overview

REGULAR TRANSPORTATION	
Current Number of School Days	180
Fuel provided by contractor? Yes/No	Yes
Requirement that Buses be housed within the School District (Yes/No)	No
Bus Equipment Required (Yes/No):	
External P.A. System	Yes
Crossing Gates	Yes
Video Cameras	Yes
Inside Bus	Yes
Outside Bus	Yes
Global Positioning System (GPS)	Yes
AVS	Yes
Parent Bus Location App	Yes
Student Rider Attendance System	Optional
Seat Belts- Lap Belt Only	Optional
Three (3) Point (Lap and Shoulder) Seat Belts	Optional
Retractable Seat Belts	Optional
Other: _	
Number of Current Buses Required for Regular and Special Education Transportation	
71 Passenger	26
35 Passenger	0
19-20 Passenger	2
Wheelchair Bus	1
Other (Describe): Out of district special education transportation	4

School Bus Transportation Contract Specifications

Background and Description

Overview

Achievement First currently has 5 schools in 2 facilities located in Providence, RI and Cranston, RI. For the 2020-21 school year, Achievement First's enrollment is 1,350 students and will continue to expand operations for the next 5 years. For the 2021-22 school year, Achievement First will have 7 schools in 4 facilities with an anticipated enrollment of 1,850 students. This includes a new high school for the region, serving approximately 100 students that currently will not require daily transportation. Achievement First provides transportation for all students in grades K-8 that live more than 1 mile from their enrolled school. Students attending Achievement First Rhode Island schools currently live in the following cities: Cranston, North Providence, Providence, and Warwick.

Achievement First will require summer transportation annually for the small group of students who participate in Extended School Year and Out of District Special Education. The summer schedule will be provided to the Contractor two weeks prior to the start of the respective summer program. The Contractor shall identify the cost of summer transportation on the Bid Form where noted.

Special Education Transportation

Achievement First 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. Special education transportation services and out of district special education transportation services shall be provided based on student need. Achievement First currently has 7 students participating in out of district special education transportation services, and we anticipate this number will increase as we add schools.

1 PROPOSAL

The essence of any student transportation service is that the students must be transported to and from school regularly, promptly, safely and without interruption or incident. When this responsibility is contractually assigned to a Contractor, the primary obligation of the Contractor is to conduct its affairs, specifically the day-to-day management of the transportation contract, so that Achievement First will be assured of continuous, safe and reliable service. Upon the award of a contract to provide transportation services, Achievement First places, and the Contractor accepts full responsibility for meeting those criteria according to the highest industry standards. Under the proposed contract, the Contractor shall be fully responsible for all aspects of providing the student transportation services subject to the terms and conditions stated herein.

The bidder for the furnishing of scheduled transportation for all designated school children of Achievement First Rhode Island schools (hereafter referred to as the "Achievement First"), shall include the furnishing of all services necessary and required, consisting of the following: Drivers, Monitors/Bus Aides, fuel, transportation equipment, maintenance of equipment, operation, supervision, inspection, registration, licensing and training. Insurance and conformance to all applicable laws, rules, and regulations of the State of Rhode Island, Department of Motor Vehicles and Department of Public Utilities and Achievement First.

Achievement First anticipates awarding the contract to the bidder who has fully complied with the requirements set forth herein; whose past performance, reputation, financial capability is acceptable; and who has offered the most advantageous terms, inclusive, but not limited to pricing. Bidders submitting bids for School Bus Transportation must provide a complete bid package. A minimum of one original in PDF format and one copy in Microsoft Word and/or Microsoft Excel.

The previous spreadsheet (Current Contract Information) describes the current number and configuration of vehicles being used in the performance of the current District contract.

2 GENERAL

The contract shall be for the initial period of three (3) years plus two (2) individual option years, beginning July 1, 2021 and ending June 30, 2024. Option years can be awarded at the sole discretion of Achievement First upon one year's notice. Payment and performance obligations is subject to annual appropriation and availability of funds. Any amendment or agreement beyond the contract's original terms shall be in writing, signed by the parties and shall be in accordance with the provisions of applicable State procurement laws and regulations.

The contract periods contained within these specifications are as follows:

- Year 1: July 1, 2021, to June 30, 2022
- Year 2: July 1, 2022, to June 30, 2023
- Year 3: July 1, 2023, to June 30, 2024

Option Years:

Year 4: July 1, 2024, to June 30, 2025

Year 5: July 1, 2025, to June 30, 2026

Achievement First reserves the right to accept or reject any and all bids; in part or in whole, at its sole discretion, without any advance notification or discussion with any prospective bidder(s). The decision of Achievement First in whole or in part, shall be final and binding on all bidders, without recourse.

Achievement First reserves the right to require additional services during the term of this contract. The Bidder/Contractor agrees to provide such services at the then current cost, as identified on the Bid Form or according to any subsequent adjustments.

Routes and schedules are to be compatible with school schedules which shall be determined solely by Achievement First in cooperation with the successful bidder.

Achievement First reserves the right to rearrange, reassign, or adjust routes and schedules when it is in its interest Achievement First to do so, at no additional cost to Achievement First. All changes in routes are to be made by the Achievement First. In the event that Achievement First revises school starting and ending times or extends the school year, the Contractor agrees to work cooperatively to minimize the impact and cost impact of such changes.

The successful bidder must provide a telephone connection through which the school may make quick contact with the owner or their agent from 5:00 a.m. to 4:30 p.m. on days when schools are in operation. In addition, an emergency telephone number must be provided for emergency communication on other days or at other times. The owner or his agent must be willing to appear for conferences with the Achievement First, School Committees or Director of School Operations, as necessary and when requested.

The bidder shall provide written reports of bus counts showing the number of riders on each bus and each round trip and these are to be supplied when requested. These reports are to be compiled by the successful bidder and turned into the Director of School Operations within two days of the request.

The bidder shall designate a particular staff member, i.e. Manager(s), who shall be assigned to coordinate transportation arrangements under the contract and to carry out instructions submitted by Achievement First from time to time. This person must have at least five years' experience managing a school bus operation similar in size and be located at the bus garage/parking area or school location on each and every school day from 5:00 a.m. to 5:30 p.m. He/she shall be responsible for the day -to-day coordination of such transportation. Whether known at the time of bid or unknown, Achievement First shall have the right of approval of the Manager.

The contractor may elect to house the vehicles utilized in the performance of this contract outside of the School District. Whether housed in town or out of town, buses must be available for emergencies within 30 minutes of notification.

3 DEFINITION OF TERMS

School Committee, School Department or District: refers to Achievement First, collectively or individually, as awarding authority or the administration to which responsibility has been delegated.

Awarding Authority: refers to Achievement First.

Contractor/Vendor/Conveyor: refers to the successful bidder(s) and collectively to the legal entity, its officer(s) and/or representative(s), which are legally bound to the bid and resulting contracts.

Mileage: the term mileage for the purpose of the bid and contract(s) shall mean the total miles traveled daily by the Contractor's vehicles in providing transportation for those students so authorized by Achievement First, to and from the public schools located in the School District. However, mileage shall not include any mileage incurred in traveling without student passengers from the end of one route to the beginning of another route, or in traveling from the Contractor's garage to the beginning of a route, or, from the end of a route to the Contractor's garage. Said miles shall be referred to as "**Live Miles**".

Route Time: for the purpose of the bid and contract(s) travel time shall mean the total hours or fraction thereof, for student travel encompassing the period between student pickup and drop off.

Bus Driver: shall refer to the properly licensed operator of any vehicle used by the Contractor under the contract, including spare drivers.

Bidder: Each proposal shall contain the name of every person, firm, or corporation interested in the bid, and in the case of a corporation, shall state the name and title of the official or officials of the corporation by whom the Contract can legally be signed. If an agent submits the bid, his/her authority to contract must be clarified by attaching a copy of the existing Power of Attorney.

Bid Price Figures: Care should be exercised to insure that all dollar figures are as intended by the bidder.

Bid Period: After public opening, no bidder may withdraw their bid prior to the execution and delivery of the contract unless no award has been made at the expiration of sixty (60) business days after the opening of bids.

Incomplete Documents: Achievement First does not assume any responsibility for errors, omissions, or misinterpretations, which may have resulted in whole or in part from the use of incomplete bid documents, including addenda, if any.

Document Interpretation/Correction: Questions arising from the Bid Specifications should be directed to:

Samantha Sanacore
Network Director of School Operations
Phone: (516) 526-1421
Email: samanthasanacore@achievementfirst.org

who has the option of providing written answers to all prospective bidders. Oral answers are provided only for the purposes of clarification and should be viewed as clarification rather than superseding the bid specifications. Corrections and/or additions to the bid document will be made by written addendum and distributed electronically to all prospective bidders. All other corrections, interpretations, or changes made to the bid document in any manner will not be binding.

Addenda: Addenda will be issued by Email to all known prospective bidders. No addenda will be issued within the immediate three (3) business day period prior to the date of receipt set for such bids, except an addendum which withdraws or otherwise postpones the date of the bid opening. The official notice of withdrawal or postponement shall be the reading of record at the time and date set for receipt of such bids.

4 Equipment

Failure to properly maintain buses in a manner satisfactory to the School District as directed below may result in termination of the contract. The bidder agrees to use only buses which have been carefully maintained and are in satisfactory operating condition, as may be required by law; and to keep the buses in good working condition at all times, as may be required by law; and to furnish all necessary fuel, oil, grease, tires, maintenance, and repairs throughout the entire period of this contract.

All buses shall be constructed, maintained, operated, and inspected in conformance with all applicable laws, regulations, and rules of the State Police, Department of Motor Vehicles and/or Department of Public Utilities. Inspection reports must be forwarded upon request within 2 business days.

No bus shall be used which does not have a sign bearing the words "School Bus" attached to the front and rear of the vehicle, as required by State law.

There shall be no substitution of buses without permission of Achievement First for the duration of the contract period, including option years, except in the case of emergency breakdown, and then only for a period not to exceed five (5) business days. All substitute buses shall be subject to all contract requirements.

All new buses will be equipped with crossing gates. This requirement **MAY** be waived by Achievement First for existing vehicles.

All buses will be equipped with a minimum of one camera. Videotapes/recordings will be maintained by the contractor for a minimum of fourteen days and will be available to school personnel during that period. Videotape/recording copies will be provided to school personnel upon request. Digital recording devices are preferred and shall satisfy this requirement. Any new buses purchased shall be equipped with digital video recording capability. A video recording warning notice shall be prominently displayed in all buses.

Achievement First reserves the right and the Contractor agrees to install, at Achievement First expense, an outside stop sign camera system capable of recording drivers who pass a school bus with lights flashing and stop arm activated.

The bidder shall furnish buses which must meet the following requirements:

- All vehicles available for use at time of the bid, or which are to be available for use and added to the fleet after submission and anytime during the length of the contract, must have minimum seating capacity conforming to the standard specifications. Chassis and body must conform to all Federal Standards and fully meet or exceed all requirements of the State of Rhode Island.
- Vehicles furnished must comply with the General Laws of the State of Rhode Island and the rules and regulations of the State Police, Department of Motor Vehicles and the Department of Public Utilities relating to the transportation of public school children.
- At the start of the contract, no bus may be older than 5 years. During the life of the contract, including any option years,

no bus may be more than 8 years old or have an accumulated mileage in excess of 200,000 miles. All buses used in the performance of this contract, will be type A, B, C, or D and have a minimum seating capacity as defined by State and Federal regulation. Any exception to this requirement will be with direct approval of Achievement First.

- The bidder shall see that all buses are kept at all times in a condition of cleanliness, interior and exterior, satisfactory to Achievement First. All buses are subject to inspection by Achievement First with or without notice.
- Each bid shall contain a detailed description of each bus to be used, including the year of manufacture, model number, present mileage, make of body, make of bus, seating capacity, and present condition. Achievement First reserves the right to reject any unacceptable vehicle at any time during the term of this contract.
- In the event that the successful bidder does not have a fleet currently available to meet requirements, documentation satisfactory to Achievement First, as specified in the requirements, must be delivered to Achievement First within ten (10) business days after notice of acceptance of the proposal is given to the bidder. The bidder **MUST** state that the vehicles to be utilized under this contract will meet the minimum specifications stated.
- The bidder must submit with bid data documentation identifying the composition of the bus fleet to be used during each of the years of the contract, and must give clear evidence of a commitment to replacing or updating the fleet to be used during the contract. The fleet used must have annual approval of the School District.
- Written reports of conditions of buses, as determined at the time of inspection, shall be presented to Achievement First no later than ten (10) calendar days following the date of inspection.
- The school district name shall appear in large (6 inch) letters on both the driver and passenger sides of all buses used in the performance of this contract, including buses used for athletics and field trips (exclusive of coach buses). Route numbers, as required by the District shall also be prominently displayed on each vehicle.
- Achievement First 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.
- In carrying out the performance of the contract, the bidder shall guarantee a 10 percent reserve fleet (spare vehicles housed at the terminal, at no cost to Achievement First. Such fleet shall comply with all provisions of the specifications.
- All vehicles utilized during the term of this contract shall meet or exceed any and all State and federal requirements and emission standards for heavy-duty highway diesel engines and vehicles.
- Information listing the emissions control devices and particulate filters on the buses to be utilized under this contract shall be provided in the equipment description section of the proposal.
- There shall be no idling of school buses on school grounds, other than that allowed by State or local regulation or policy.
- **Seatbelts:** The Contractor shall comply with all Rhode Island requirements regarding the installation and use of seat belts by students on buses. In addition, all special education and special education - wheelchair buses shall be equipped with seat belts. All students riding in wheelchairs shall be properly restrained to minimize injury in the event of an accident. Wheelchair locking devices shall be of the forward-facing type only.
- **Wheelchair Lifts:** All hydraulic, electrical, or mechanical wheelchair lifts or ramps used by the Contractor are subject to the continuous approval by Achievement First. Drivers assigned to operate wheelchair equipped buses shall be trained in the proper operation of the lifts.
- **Wireless or Radio Communications:** The Contractor shall provide each bus and spare bus with a two-way radio to maintain continuous contact with the bus dispatcher. Radios shall have an individual distinct frequency, discrete private channel, discrete private carrier, or coded squelch. UHF radios must have a minimum power output of twenty-five (25) watts with 800 Mhz or fifteen (15) watts with 900 Mhz. The Contractor shall also provide at his own expense whatever electronic devices are necessary in order to provide radio coverage within the vehicle's area of operation. If required, a radio (handheld) will be supplied at no cost to Achievement First Administrator.
- **First Aid Kits:** Each vehicle shall be equipped with an approved first aid kit, blood borne pathogen kit, bodily fluid spill kit, and approved equipment for artificial airway insertion. Kits are to be inspected and supplies replenished on a systematic basis by the Contractor.
- **Equipment Required by Law or Regulation:** Contractor shall supply and ensure that all of the vehicles have all such equipment, not otherwise specifically mentioned in these specifications, which is required by federal, state or local laws, rules or regulations, including equipment required by the by regulations adopted by the Rhode Island State Police.

- **Cameras:** All existing school buses will be equipped with a single camera digital video camera. Any new buses purchased during the term of the contract, including option years, shall be equipped with a three (3) camera system. Recordings will be maintained by the Contractor and will be available to school personnel during that period.
- Achievement First reserves the right and the Contractor agrees to install, at District expense, an outside stop sign camera system capable of recording drivers who pass a school bus with lights flashing and stop arm activated.
- **Specialized Equipment:** The School Districts require a Global Positioning System (GPS) and Automated Vehicle Locating System (AVS)(Zonar or equivalent) and with a parent app for live time location of buses (First View or equivalent). The Contractor shall be responsible for the cost of procurement and installation of the system (hardware and software). Subsequent repair, maintenance and hardware replacement costs shall also be borne by the Contractor, the cost of which shall be included in the cost per day per bus as identified on the Bid Form.

Achievement First Rhode Island Board of Directors reserves the right, during the term of this agreement, to adopt a policy regarding advertising outside or inside of the school buses utilized in the performance of this contract. The successful contractor shall cooperate with the Achievement First in the implementation of such policy. Any revenue generated as a result of such policy will accrue to and benefit Achievement First. The contractor shall be reimbursed for any reasonable costs associated with the implementation of such policy, provided that such reimbursement shall not exceed 25 percent of the total revenue generated as a result of this policy.

School transportation services covered under this contract shall be under the complete authority and control of Achievement First.

5 OPERATORS

The contractor(s) shall furnish fully and properly licensed drivers to operate any vehicles used in carrying out the transportation services under the terms of this contract; including spare drivers, unless otherwise noted.

The Contractor shall establish a suitable wage scale that is designed to attract, employ and maintain experienced school bus drivers and monitors/aides. Assigned route drivers and monitors/aides shall be compensated on an hourly basis for route driving times as well as daily vehicle inspections as required by law, normal post trip inspections and daily bus cleaning. It is the intent of this requirement, to the extent possible, to allow the Contractor to retain existing drivers and bus monitors/aide personnel, where otherwise qualified and meeting the hiring qualifications of said Contractor.

All persons assigned as regular or substitute drivers must be submitted, and be acceptable, to Achievement First upon request. The list of drivers, including a copy of their license, driving record, and CORI and SORI report shall be provided to Achievement First a minimum of two (2) weeks prior to the first day of school upon request.

Achievement First reserves the right to accept or reject any and all drivers, if it is deemed in the best interest of the School District to do so.

The bidder agrees to comply with rules, regulations, and requirements of the General Laws of Rhode Island, and amendments thereto, with respect to the licensing of school bus operators.

Achievement First reserves the right to request a change or removal of a driver at any time with or without cause. The contractor shall be obligated to comply within 24 hours of notice being provided by Achievement First. The temporary or permanent removal of drivers from the Contractor's roster of drivers for Achievement First shall not relieve the contractor of its responsibility to fulfill all the terms of the contract.

The bidder shall see that all drivers have on file with the bidder a report, made by a registered physician, that he is in sound physical condition and capable of performing the duties of a school bus driver. The physical examination certificate must be submitted once a year, as required by law.

As it is the intent of Achievement First to have the contractor provide professional drivers, evidence of the safety program used to meet the DMV/State Police requirements of required "in-service" training per driver per year must accompany the bid. This program shall be in compliance with all state and local transportation requirements. Any other safety/training programs, which the bidder uses, (not necessarily limited to drivers) should also be included with the bid package.

Bidders must provide evidence that they have in place and are compliant with all requirements for drug and alcohol testing, in accordance with the Federal Highway Administration regulations regarding Commercial Drivers' License. The description of this program should list company policies regarding substance abuse and company procedures on drug testing.

A thorough background check is required for all drivers, including driving record and Criminal History Records (Expanded CORI) and SORI. Upon request prior to the start of the school year, annually, the contractor will provide copies of driving records, CORI and SORI, along with the driver roster and driver signed authorizations to Achievement First. All drivers

subsequently hired under this contract will also provide such authorizations prior to their start date. The Contractor shall also be responsible for the fingerprinting of all drivers, substitute drivers and bus aides/monitors which it employs under this contract, as may be required by law and/or District policy.

Drivers shall not be permitted to carry any person, including the driver's children, other than a school employee while carrying pupils, unless, such person is authorized by Achievement First in writing.

There will be no smoking or vaping by drivers on vehicles, on school grounds or at school sponsored functions at any time.

Drivers must comply with all policies set forth by Achievement First covering the conduct of pupils on the bus.

Drivers will not leave a bus unattended when children are on the bus. In an emergency, the driver's first concern must be for the safety and welfare of the children.

The contractor will be responsible for conducting School Bus Safety Drills and School-Based Demonstrations as required by State law at no cost to the School Districts. Scheduled times will be coordinated with the School District. The Contractor may be required, at no cost to Achievement First, to provide a bus for up to 10 days annually for school based safety and bus evacuation training.

The contractor must certify that bus safety instruction has been provided for all bus drivers at least twice per year.

The bidder shall not alter any bus stop or change the direction of any route without prior written approval of Achievement First.

ACCIDENTS: Each and every accident shall be reported immediately by the driver to the Contractor as soon as possible, but in no instance more than 1 hour after its occurrence thereafter and the contractor will immediately notify the Director of School Operations, but in no event later than 90 minutes after the accident. In all such cases, this report is to be rendered orally to the school authorities as soon as possible after the accident, but in no event later than 90 minutes after the accident. The contractor must file a written report with the appropriate school official within 24 hours of each accident.

UNAVOIDABLE DELAYS: In the event of unavoidable delays or other circumstances, which interfere with the proper performance of a scheduled trip, the contractor must report to school authorities as soon as possible and information shall be included in the GPS/AVL and parent app.

SUBSTITUTE DRIVERS: The contractor shall provide a minimum 10% spare factor of substitute bus drivers who shall be familiar with the routes to the maximum extent possible.

Drivers shall be responsible for checking bus passes and only transporting those students authorized, if required by Achievement First

Bus Monitors/Bus Aides shall be Contractor employees, unless otherwise noted, and will be assigned to routes and vehicles by the Contractor as required by Rhode Island State statutes. At their sole discretion, Achievement First may require bus monitors/bus aides in specific situations not specifically required by law, but where the needs of the specific students or students may require the assistance of said monitor/aide. School bus monitors/bus aides shall possess the qualifications and required background checks as school bus drivers, except the requirement for a commercial drivers' license and a school bus endorsement. Bus monitor/bus aides cost- salary and benefits- shall be the sole responsibility of the Contractor, unless otherwise noted.

The School District reserves the right to employ their own Bus Monitors/Bus Aides should it be in their best financial interests to do so. In the event that Achievement First elects this option, the Contractor agrees to work cooperatively with Achievement First in their scheduling, assignment and utilization.

Bus monitors/aides are required on all special education vehicles and all K-8 vehicles unless a waiver is granted by the Rhode Island Department of Elementary and Secondary Education.

6 OPERATION

All buses shall be kept free of debris and cleaned by sweeping or vacuum cleaning daily and will be maintained free of noxious odors and poisonous gases at all times.

During school vacation periods, all buses will be thoroughly cleaned inside and outside, including all windows, weather conditions permitting. Under no conditions shall buses be operated when the operator's vision is impaired by conditions of the glass surface and the safety of school children would be in jeopardy.

Unless previously approved by Achievement First, the schedule of route operation shall be maintained in such a manner that students shall be picked up no earlier than 60 minutes before school starts and reach the school no earlier than 15 minutes before classes begin. Buses shall be scheduled to arrive no later than 15 minutes before the scheduled dismissal times. No bus

shall leave the school until all students are boarded and seated.

Whenever possible, the contractor should be given notice of school cancellation due to inclement weather by 5:00 a.m. In the event of a change in opening or closing of school due to unusual circumstances, the contractor will be given reasonable notice and will respond to the need as soon as possible.

The operator shall maintain order on the school bus. School children who disobey instructions of the operator will be reported to the school principal for disciplinary action, in accordance with Achievement First policy. In the case of vandalism to school buses, all attempts will be made to identify the perpetrator. In no case shall Achievement First assume responsibility for such acts.

SUBCONTRACTING: It is understood, agreed upon, and made a part hereof and shall be part of the contract entered into between Achievement First and the successful bidder(s) shall not be assigned nor assignable, by way of subcontract or otherwise, without prior written approval of the Achievement First Rhode Island Board of Directors.

It shall be the responsibility of the operator to assure that the safety of school children is not jeopardized during boarding and disembarking. The bus shall remain stationary until all children have safely crossed the street.

Operators shall report complaints by school children or parents of school children to the appropriate school officials. Nothing herein shall prevent a driver from taking necessary precautions for any action by a child, which could cause bodily harm or damage to property. Bussing staff needs to adhere to the school district transportation discipline protocol.

Flashing red signal lights clearly visible shall be used and be in operation whenever students are boarding or disembarking the stopped vehicle.

As part of this contract, the successful bidder will be required to provide hardware and software to utilize a computer routing system (Traversa or VersaTrans RP preferred). The system must meet the following minimum criteria. It must:

- Utilize digitized mapping
- Optimize routes (based on School District-designated parameters)
- Schedule buses
- List routes and stop times
- List students by route and/or stops
- Utilize existing student database information

Specific documentation regarding the bidder's routing system must be included in the bid package. At minimum, this documentation must:

- Identify the name of the routing system
- Describe the system and its operation, in terms of the above system requirements
- Include a copy of the software vendor's Licensing Agreement or Contract with the bidder, and
- Provide at least 3 references from School Districts for whom the bidder is currently providing such computer routing services.

If required, a copy of the contractor's computerized routing system software shall be provided to Achievement First and updates as needed by the contractor at no cost to Achievement First. Such software may be secured as "read only".

If unknown at the time of the bid, the routing software may be designated as "to be determined" but must be provided prior to the execution of the contract.

Routes MUST be provided to and reviewed by the local police department(s) prior to the start of school annually during the term of this contract.

Achievement First shall have the sole authority to make or approve such changes deemed necessary in adjusting the number of buses, assignment of pupils, groups or routes, time and dates, or any matter affecting the specific individual needs of children.

NOTE: Achievement First reserves the right to obtain assistance from other than the Contractor relative to a review of routing and scheduling and oversight, management and the number of buses required to provide safe and efficient transportation services. Such assistance shall be at the sole cost to Achievement First. Any changes required by Achievement First throughout the life of the contract, shall be without penalty.

At its sole discretion, Achievement First reserves the right to develop routes independent of the Contractor for implementation by the Contractor.

NOTE: Achievement First reserves the right to provide routing and scheduling themselves or to acquire this service from an independent third party. Should this option be elected, the Contractor will provide a credit to Achievement First for this service.

All student loading shall be "right side" in order to minimize students crossing streets to the maximum extent possible. Other than "right side" shall be with School District permission.

To the extent possible, the same drivers shall be assigned to both the A.M. and P.M. routes.

In the event of a dispute over mileage, GPS based electronic routing software shall be used for mileage calculations and verification.

7 INDEMNIFICATION AND INSURANCE

The contractor shall hold harmless and indemnify Achievement First Rhode Island Board of Directors, Achievement First Providence Mayoral Academy; Achievement First Promesa Mayoral Academy; Achievement First Illuminar Mayoral Academy; Achievement First Envision Mayoral Academy; their officers, employees, and agents from and against all liability, damage, loss, claims, demands, and actions of any nature whatsoever, including the cost of defending any action, which arise out of or are connected with, or are claimed to arise out of or be connected with any of the transportation services provided to Achievement First under any said contract or contracts. The foregoing provision shall not be deemed to be released, waived, or modified by reason of any insurance provided by the contractor there under.

The 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.

The successful bidder must furnish certificates of insurance with a thirty (30) day cancellation clause to the School District within thirty (30) business days after the notice of acceptance of its bid is given or mailed by the School District. The contract will not be signed on behalf of Achievement First nor shall it be valid unless the certificate of insurance has been delivered to and approved by Achievement First. The types and minimum amounts of insurance shall be:

- Workers' Compensation: Per State Requirement
- Personal Injury: \$1 Million aggregate
- Property Damage: \$500,000 each occurrence and \$1 Million aggregate
- Auto Liability: \$1 Million CSL with \$10 Million excess coverage (Umbrella)
- Uninsured Motorist
 - \$500,000 each person
 - \$1 Million each accident
- Under Insured
 - \$500,000 each person
 - \$1 Million each accident
- Commercial General Liability
 - \$1 Million each occurrence
 - \$2 Million aggregate
- Liability Excess Coverage (Umbrella): \$10 Million

The preceding rates and limitations MAY be reduced or revised at the sole discretion of Achievement First.

- All bidders shall submit a Certificate of Insurance, as outlined, for the first year of the contract prior to contract signing.
- Achievement First reserves the right to request a copy of the Contractor's insurance for the payment of compensation and the furnishing of other benefits under Workmen's Compensation Law or equal insurance to all persons to be employed under this contract and shall continue such insurance during the term of this contract. Failure to provide and continue such insurance as aforesaid shall be deemed a material breach of this contract and shall be cause for immediate termination.
- The bidder's accident record for the previous three (3) years for New England States where they have operated or have held contracts must be prepared by the bidder's insurance carrier and submitted with the bid.
- The certificate of insurance submitted by the bidder shall contain the following language: "No cancellation of or change of or revision in the insurance by the Insurer or the Insured, the existence of which insurance is evidenced by this certificate, shall be valid unless written notice thereof is delivered to Achievement First at least thirty (30) days prior to the intended date of cancellation, change or revision, by mail, postage prepaid, and evidenced by a return receipt, or the insurance is cancelled, the contract is null and void."
- Within 30 business days after notice of acceptance of proposal is given or mailed by the School District to the successful bidder, the contractor shall deposit with the School District, certificates from the insurer to the effect that the insurance policies required in the above section have been issued to the contractor. The certificates must be

satisfactory to the School District.

- Achievement First shall be named as additional insured under this contract.

8 PRICE BASIS

The contract prices shall include all costs applied to operating for Achievement First.

Price bids will be accepted by Achievement First as firm prices.

9 AUTHORITY FOR ADJUSTMENTS

The School District or their designee shall have the authority to make such changes as he/she deems necessary in the number of buses, assignment of pupils, groups, or routes, times and dates, or any matters affecting the specific individual needs of children. Any cost increases or decreases will be prorated at the cost per day per bus in effect at that time.

10 EVIDENCE OF ABILITY TO PERFORM

It is the intent of Achievement First to award a contract to any bidder who furnishes satisfactory evidence that it:

- Has ability and experience in school bus transportation,
- Has sufficient capital and the financial ability to perform this contract,
- Has available or can demonstrate the acquisition of buses meeting the requirements listed herein, and
- Employs duly licensed and trained drivers to enable it to perform the work to the satisfaction of the School District.

Bidders will be required to further submit the following pertinent information:

- Each bidder shall include with the bid documents a reference list, recording all contracts held currently or at any time within the most recent five (5) years in Rhode Island, Connecticut and/or Massachusetts, including the name and address of the contact person. In order to be considered responsive and responsible, each bidder must provide evidence, satisfactory to Achievement First, of being able to fully perform all aspects of this contract. No bid submittal shall be accepted from any bidder who has defaulted on or had a public school contract terminated for cause in the past five (5) years or has defaulted on their bid after a bid opening. In addition, Achievement First reserves the right to review contracts which were terminated for convenience within the past five (5) years.
- Letters of reference must be provided with this bid from a minimum of three previous contracts and from a minimum of two current public school contracts.
- The School District and/or their agents reserve the right to investigate the performance of any and all bidders. Furthermore, the bidder specifically agrees to hold harmless the School District and/or their designee(s) or agent(s) for the solicitation or acquisition of any and all information gained through this investigation process. The bidder further waives any right to privacy, or disclosure by any party, relative to disclosure of any information provided as part of this investigatory process.
- The School District and/or their agents reserve the right to investigate the financial responsibility of any and all bidders to determine what assurance the owner may have of subsequent service. It/They further reserve the right to request and the Bidder agrees to provide reviewed/audited Financial Balance Sheets and Income Statements for the prior year and/or the previous two years. Achievement First further reserve the right to withhold the awarding of any contract under its/their jurisdiction when the bidder is unable or refuses to furnish satisfactory evidence of adequate ability, experience and/or capital to execute the completion of a project in accordance with the prescribed requirements, specifications and conditions of the bid documents. Any financial information provided will remain confidential and used solely for the purpose of evaluating the Bidders capability to perform under this contract.
 - Achievement First reserves the right to waive any or all of these requirements for any newly established company wishing to bid under these specifications, provided, however, that this company provides evidence of their financial and management capability of performing all aspects of this contract. Such evidence to be accepted at the sole discretion of Achievement First, without recourse by the bidder.
- A statement outlining the proposed fuel supply method to be used in the performance of the contract, including bulk fuel storage facility and permit, if applicable, shall be provided with this bid.
- The housing location of vehicles serving Achievement First shall also apply to fuel storage facilities. Fuel storage facilities are NOT required to be located within the School District.
- The total number of contractor and/or public prosecutor-initiated complaints of drug and/or alcohol abuse against bidder

operators during the previous three years and disposition of same shall be provided.

- Certification of State and Federal Tax Compliance

11 ASSUMPTION OF LOSS OR LIABILITY

The bidder agrees that it shall pay for or cause to be paid for all labor performed or furnished and all materials used or employed in the performance of the work under this contract, unless otherwise noted.

Any school property damaged by the contractor in carrying out the provisions of this contract shall be restored to its original condition by the contractor, at its expense, and the materials and workmanship used must be first-class in every respect. In the event of the failure of the contractor to make such repairs promptly to the satisfaction of the School District, it may, at its discretion, direct that such repairs be made, that the cost of such repairs be charged against the contractor, and that any sum of money due the contractor be applied to meet the cost of such repairs.

The contractor is retained solely for the purpose and to the extent set forth in this agreement. During the term of this contract, the contractor's relationship to the School District shall be that of an independent contractor. The contractor shall have no capacity to involve the School District in any contract or to incur any liability on the part of the School District. Assignment of any interest in or to this contract is expressly prohibited.

Should the contractor engage in conduct found in violation of the conflict of interest laws with regard to this contract, the agreement shall be subject to termination on that basis.

12 REMEDIES OF ACHIEVEMENT FIRST

If the contractor fails to perform services or performs services in a manner which is not pursuant to the terms and conditions of this contract, the School District may make any reasonable purchase or contract to purchase services in substitution of services due from the contractor, and may deduct the cost of any substitute contract, or the damages sustained by the School District due to non-performance or non-conformance of service, together with incidental and consequential damages from the contract price, and shall withhold such damages from sums due or to become due.

If the damages sustained by the School District as determined by Achievement First exceed sums due or to become due, the contractor shall pay the difference to the School District upon demand.

The contractor agrees that if it is determined at any time by the School District that the contractor has violated any of the provisions of this contract, the School District may terminate this contract any time with 30 days notice. The Contractor shall have that 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 of presupposed conditions, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership, or a general assignment for the benefit of contractor's creditors impairs the value of service under this contract.

Bankruptcy or insolvency shall be grounds for the termination and rebidding of the respective contract(s).

13 REMEDIES OF CONTRACTOR

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

14 INCREASES

The vendor will propose annual increases to Achievement First; however, the Parties agree to negotiate in good-faith a mutually acceptable annual increases.

15 BREACH OF CONTRACT

In the case of failure on the part of the contractor to execute the work as per agreement, Achievement First reserves the right to terminate the contract, satisfying its wants through another responsible contractor, and Achievement First shall collect from the contractor any difference in price as a result of such failure on the part of the contractor.

Exercise of the rights herein specified shall not impair or affect Achievement First's right to recover the damages for breach of contract by suit on the contract.

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

Bankruptcy or insolvency shall be grounds for the termination and rebidding of the respective contract.

16 TRANSPORTATION MANAGER

The contractor receiving the award will be required to provide at a minimum full-time manager/dispatcher or sufficient staffing as deemed appropriate by Achievement First, who will assume control of the buses, drivers, monitors and aides. The manager shall be available from the hours of 5:00 a.m. to 5:30 p.m. each school day.

The school district reserves the right to require the replacement of the Contractor's Transportation Manager/Dispatcher for inadequate customer relations and/or lack of management skills, as determined by the school district.

The Transportation Manager/Dispatcher may be required, at no additional cost to the School District, to provide daily assistance in transportation monitoring, driver supervision, route review and attend administrative meetings.

17 AWARDS

Rule for Award: The rule for award for the school district shall be to the bidder who has fully complied with the requirements set forth herein; whose past performance, reputation, financial capability is acceptable; and who has offered the most advantageous terms, inclusive, but not limited to pricing. Achievement First reserves the right to reject any or all bids, any part thereof, and the right to waive any or all informalities contained therein, if it is in the best interest of the School District.

The successful bid will be based on the total aggregate costs for the first contract year for the school district and provided that such bidder is deemed to be responsive and responsible according to the following:

RESPONSIVE BIDDERS – will be those that comply with the following:

- Submit all bid Forms and required documentation as outlined on the Bid Checklist.
- Submit all materials by bid due date and time

RESPONSIBLE BIDDERS – will be those that meet the following criteria:

- Contractor must have been in the school transportation business, operating Type C/D passenger buses, for at least 5 years-unless waived by Achievement First for newly established companies;
- Contractor must have at least 3 current or former public school bus contracts with at least 10 buses per contract, none of which have been terminated- unless waived by Achievement First(s) for newly established companies;
- Contractor must have demonstrated ability to acquire an irrevocable letter of credit from a bank licensed to do business in Rhode Island;
- Contractor must be able to provide a demonstration of sufficient financial capacity and capital to handle a contract of this size;
- Contractors must be current in the payment of all Federal, State and Local taxes, to include vehicle and fuel taxes, excepting any for which litigation or dispute filings have been made as of the date of these specifications;
- Contractors will have presented favorable references supporting their capacity and capability to perform this contract.

18 LAWS AND PUBLIC POLICY

This contract is made subject to all laws of the State of Rhode Island. Any clause which does not conform to such laws shall be void, and such laws shall be operative in lieu of such clause.

The contractor shall keep itself fully informed of and agrees to comply with the pertinent federal, state, and municipal laws, ordinances, rules, and regulations in any manner affecting the services embraced in this contract.

The contractor shall procure all applicable permits, licenses, and approval necessary for the performance of services under this contract at contractor's expense.

Achievement First does not allow "standees" on vehicles. All children must be seated at all times during transportation.

19 EQUAL OPPORTUNITY CLAUSES

Equal Employment Opportunity (RIGL 28-5.1)

§ 28-5.1-1 Declaration of Policy. – (a) Equal opportunity and affirmative action toward its achievement is the policy of all units of Rhode Island state government, including all public and quasi-public agencies, commissions, boards and authorities, and in the classified, unclassified, and non-classified services of state employment. This policy applies in all areas where the state dollar is spent, in employment, public service, grants and financial assistance, and in state licensing and regulation. For further information, contact the Rhode Island Equal Employment Opportunity Office, at (401) 222-3090.

20 PAYMENT

Payment shall be made in conjunction with invoices approved by the School District. All invoices shall detail the requested amount and shall include, as a minimum, the following: purpose/category of service, dates of service, number of vehicles, rate, wait time and mileage.

All bills are to be submitted to the School District on a monthly basis, in ample time to be properly processed by Achievement First for payment.

Payments for services under this contract will be made monthly to the contractor upon submission of an itemized invoice.

No assignment or subletting of the contract or work, nor assignment of money due or to become due, shall be made without the written consent of Achievement First.

If a bus does not do a route either morning or afternoon, there will be no compensation for ½ day's route price for each session which was affected. If part of a route is not completed, either morning or afternoon, and continues beyond the third consecutive day, there will be no compensation for ½ the route price retroactively to the first day.

Achievement First may waive any of the above penalties based upon an acceptable explanation of circumstance. Buses which only perform a morning or an afternoon run will be charged at one half (1/2) of the cost per bus per day rate in effect at that time.

21 TIME SCHEDULE

The times indicated in the morning are the times when the students must be in school. Buses may arrive up to 15 minutes before this time.

See School Listing and Bell Schedule – Within Appendix

Opening and closing times are subject to change and the School District agrees to provide adequate notification to the contractor of any time changes. The Contractor agrees to work cooperatively with the School District(s) to minimize the impact and cost of any school schedule changes.

22 ROUTE INFORMATION

The Bidder submits a bid for transportation of pupils as set forth in the specifications and bid contract and agrees, if this proposal is accepted, that the transportation of school children will be for a period of three (3) years, plus two (2) option years, beginning July 1, 2021 and ending June 30, 2024. Option years may be awarded at the sole discretion of the School District(s) with one year's notice.

The specifications, as drawn by Achievement First, for the purpose of the bid, shall be considered a part of the contract to be entered into. A School Year is defined as the number of days in which pupils qualify for attendance purposes, as amended from time to time and as adopted by the School District. For representative purposes, Achievement First calendar for the 2020-21 school year is included in Appendix B.

This bid is determined on the basis of the number of days of school student attendance as adopted by Achievement First. Should the School District extend the school year, the contract shall be adjusted by the vehicle per diem rate in effect at that time.

Achievement First's contract specifications are designed based on current routes which require contracting for an approximate number of buses as identified on the Bid Form of these specifications, exclusive of spares. Changes in demand during the term of the contract may require as many as 25% more buses or 25% fewer buses in each or any year of the School District contract. Changes within this range may be made without the necessity of rebidding the contract.

The rates identified annually relative to increases and decreases of vehicles and for driver time shall be used throughout the term of this agreement.

Driver time shall be calculated according to the number of buses (drivers) x live mile route times for each tier X number of school days.

If an **increase** in the number of buses needed for regular transportation is desirable, at the sole discretion of the School District the cost shall be at the calculated cost per bus per day in effect for that year for each bus **increased**.

If a **decrease** in the number of buses needed for regular transportation is desirable, at the sole discretion of the School District the cost shall be at the calculated cost per bus per day in effect for that year for each bus. In the event in a reduction in the number of buses required during the school year, the Contractor shall be provided with a minimum of 30 days' notice, during which notice period the Contractor shall be paid twenty (20%) of the cost per day for that vehicle for each day up to 30 days.

After 30 days, the contract shall be reduced by the total cost per day for that vehicle for the remainder of the contract year. Any notification of the reduction of buses prior to the start of the school year shall be at no cost to Achievement First and the contract will be reduced by the total cost per day for that vehicle.

23 TERMINATION OF CONTRACT

The contract between Achievement First and the Contractor may be terminated by Achievement First with thirty (30) calendar day written notice.

Termination may be based on default in performance, nonconformity in performance, breach of the terms and conditions of this contract, failure in any respect to perform the service with promptness and diligence, bankruptcy, receivership or a general assignment for the benefit of creditors, change in ownership, or any other act which impairs the value of service under this contract.

The refusal of the State Police/Department of Motor Vehicles to approve the conveyer or the conveyance, or the conveyer's failure, unwillingness or inability to comply with the applicable regulations and statutory provisions of the State of Rhode Island shall be considered non-performance. Further, if the conveyer is unable, unwilling or otherwise fails to timely transport all the scheduled pupils present on the route(s) for three (3) successive days, said actions shall be considered non-performance.

The termination of required insurance policies during the period covered by the contract shall likewise be considered non-performance.

On the first occurrence of any breach of performance, to include the proper execution of a route, the School District may issue a verbal warning. On subsequent occurrences the School District may issue written notifications and any continuation of the breach of performance may give rise to termination for good cause. Any cost incurred by the School District in fulfilling any performance requirements shall be deducted from any funds due the contractor.

Should Achievement First not act to terminate for good cause it shall not be construed as a waiver but rather Achievement First shall consider the event along with any and all future events as part of a performance pattern subject to termination for good cause.

Bankruptcy or insolvency shall be grounds for the termination and rebidding of the contract(s).

24 FORCE MAJEURE

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 its fault or negligence. Such causes may include, but are not limited to, acts of God or the public enemy, fires, flood, epidemics, quarantine restrictions, freight embargoes, acts of a foreign government, war and/or terrorism and unusually severe weather. If the Contractor's failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the reasonable control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the equipment or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

Since the performance dates of this contract are important to the implementation of essential public work, continued failure to perform for periods aggregating five (5) or more days, even for causes beyond the control of the Contractor, shall be deemed to render performance impossible, and the School District shall therefore have the right to terminate this contract without termination costs or penalties, and without liability for any other payment or obligation payable or deliverable by the School District after the date of termination.

All bid costs per bus per day prices are to be calculated based upon School Year 2021 – 2022 costs.

BID SUBMISSION REQUIREMENTS

1. **Bid Submission** – See details below (Submitted via electronic file within template provided by Achievement First; If you are not in receipt of this file, please contact samanthasanacore@achievementfirst.org)
2. **Required Signatures** – See content requiring signature below (Submitted via PDF with a wet signature)
3. **Letter of Credit** – Statement from a bank, licensed to conduct business in Rhode Island, shall be for the full amount of the annual amount of the contract and provided for each year throughout the term of the contract.
4. **Safety and Training Program** – Provide evidence of safety program used to meet the DMV/State Police requirements of required “in-service” training per driver per year, in addition to any other safety/training programs which are used.
5. **CDL Drug Testing Policies and Procedures** – Provide evidence all requirements for drug and alcohol testing, in accordance with the Federal Highway Administration regulations regarding Commercial Drivers’ License, are in place. Additionally, list company policies regarding substance abuse and company procedures on drug testing.
6. **Accident Records for previous 3 years** – Provide accident records for the previous three (3) years for New England States where your company has operated or has held contracts, prepared by your insurance carrier.
7. **Computer Routing** – Provide specific documentation regarding your routing system including, at minimum:
 - o The name of the routing system
 - o The system and its operation, in terms of the system requirements listed within the RFP
 - o A copy of the software vendor’s Licensing Agreement or Contract with the bidder

Insurance

The successful bidder must furnish certificates of insurance with a thirty (30) day cancellation clause to the School District within thirty (30) business days after the notice of acceptance of its bid is given or mailed by the School District. The contract will not be signed on behalf of Achievement First nor shall it be valid unless the certificate of insurance has been delivered to and approved by Achievement First. The types and minimum amounts of insurance shall be:

- Workers' Compensation: Per State Requirement
- Personal Injury: \$1 Million aggregate
- Property Damage: \$500,000 each occurrence and \$1 Million aggregate
- Auto Liability: \$1 Million CSL with \$10 Million excess coverage (Umbrella)
- Uninsured Motorist: \$500,000 each person; \$1 Million each accident
- Under Insured: \$500,000 each person; \$1 Million each accident
- Commercial General Liability: \$1 Million each occurrence; \$2 Million aggregate
- Liability Excess Coverage (Umbrella): \$10 Million

1 BID SUBMISSION

The following information must be submitted within the provided template. Please submit the electronic Excel file to Samantha Sanacore at samanthasanacore@achievementfirst.org

- The following tabs must be completed based upon a contract term of 3 years, with 2 option years; Year 1 is July 1, 2021, through June 30, 2022.
 - o Bid Authorization
 - o Bid Details
 - o Equipment Description (To also be annually provided, upon request by Achievement First)
 - o Terminal Locations and Fueling Plans
- Please refer to the information contained within the Request For Proposal regarding required additional equipment. We will assume any related costs are included within proposed amounts.

Rule for Award

The rule for award for the school district shall be to the bidder who has fully complied with the requirements set forth herein; whose past performance, reputation, financial capability is acceptable; and who has offered the most advantageous terms, inclusive, but not limited to pricing.

2 REQUIRED SIGNATURES

Please submit the following via PDF with a *wet signature* along with your Bid Form to Samantha Sanacore at samanthasanacore@achievementfirst.org.

Approval of a contract or other agreement will not be granted unless the applicant signs the below and provides all required information.

ASSURANCE OF NON-DISCRIMINATION COMPLIANCE

The undersign certifies that he/she does not subject employees or applicants for employment by this firm to discrimination on the basis of race, color, sexual orientation, gender identification, national origin, handicap, age or sex, in any of the following areas:

- Recruitment, hiring, upgrading, promotion, whether for full-time or part-time employment, consideration for demotion, transfer, layoff, or hiring.
- Rates of pay or any other form of compensation and changes in compensation.
- Job assignments and seniority status.
- Granting and returning from leaves of absence, leave for pregnancy, or any other leave.
- Fringe benefits available by virtue of employment, whether or not administered by the recipient.
- Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, selection for tuition assistance, and selection for sabbaticals and leaves of absence to pursue training.
- Employer-sponsored activities, including social or recreational programs.
- Any other term, condition, or privilege of employment.

If corporation, must be signed and sealed by a duly authorized officer; if partnership, so state and give names of all partners, or if an individual, so state and sign.

AUTHORIZATION FOR RELEASE OF REFERENCE INFORMATION

I hereby authorize the references listed in this bid along with any other references, to release any and all information regarding our transportation performance.

Furthermore, I agree to hold these and any other references, both personally and severally, harmless from any liability associated with the provision of reference information.

The reference information provided will be confidential and used exclusively for the purpose of evaluating the bidder's proposal to provide school bus transportation.

SCHOOL TRANSPORTATION BID NON-DEFAULT CERTIFICATE

The undersigned certifies under penalties of perjury that the corporation or company submitting this bid has not defaulted nor been terminated for cause on any contract in a public school district in the last five (5) years.

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

BONA FIDE BID

Any person submitting a bid or a proposal for the procurement of disposal of supplies or services shall certify in writing, on the bid or proposal, as follows:

The undersigned certifies under penalties of perjury that his bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

STATEMENT OF UNDERSTANDING

The undersigned assures that this bid is made in good faith, without fraud, collusion, or connection of any kind with any other bidder for the same work; that he has informed himself in full in regard to the "INFORMATION AND INSTRUCTION TO BIDDERS", and other information attached to this bid. Also he has made his own examinations and estimates, has had an opportunity to ask questions or clarification and from them makes this bid. Also that he is in full knowledge that all of the aforementioned information and other materials attached to this bid shall become part of the contract. The undersigned understands that Achievement First reserves the right to waive any informalities, or reject any and all bids or any part thereof, and/or accept any bid or part thereof which are in the best interest of the participating School District(s).

With the above understanding, the undersigned proposes to furnish SCHOOL TRANSPORTATION OF STUDENTS to Achievement First and to comply in all respects with said specifications for the sum or sums stated.

Your employee identification number will be furnished to the State Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

SIGNATURE

The below individual is authorized to sign on behalf of the company and agrees to the above.

Contractor's Social Security Number of Corporate Contractor or Federal ID Number: _____

Signature: _____ Printed Name: _____

Company: _____ Date: _____

APPENDICES

1 SCHOOL LISTING & START TIMES

Busses should arrive 5 minutes prior to start time and no more than 15 minutes before start time. These times are subject to change and will be confirmed when the contract is awarded.

School	Start	End
Achievement First Promesa Elementary	7:30 a.m. (Mon-Fri)	3:15 p.m. (Mon-Thurs) 12:55 p.m. (Fri)
Achievement First Providence Elementary, Achievement First Providence Middle, Achievement First Envision Elementary	7:30 a.m. (Mon-Fri)	3:15 p.m. (Mon-Thurs) 12:55 p.m. (Fri)
Achievement First Illuminar Elementary, Illuminar MS	7:30 a.m. (Mon-Fri)	3:15 p.m. (Mon-Thurs) 12:55 p.m. (Fri)

2 ANNUAL SCHOOL CALENDAR – SCHOOL YEAR 2020 – 2021

Rhode Island ES 2020-2021 Academic Calendar

SEPTEMBER 2020						
S	M	T	W	Th	F	S
		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	26
27	28	29	30			

- 1 First Day of School for K only (remote)
- 2 First Day of School for all scholars (remote)
- 7 School Closed-Labor Day
- 8 School Closed-Professional Development
- 14-16 Students in Independent Remote Work/ Teachers in On-site safety training
- 17-18 First Week of In-Person School (half-days)
Details of who attends which days vary. See separate communication.

OCTOBER 2020						
S	M	T	W	Th	F	S
				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	26	27	28	29	30	31

12 School Closed- Columbus Day/ Indigenous People's Day

NOVEMBER 2020						
S	M	T	W	Th	F	S
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	26	27	28
29	30					

- 2 School Closed – Professional Development
- 3 School Closed – Election Day
- 11 School Closed – Veteran's Day
- 26-27 School Closed– Thanksgiving Break
- 30 End of Trimester 1

DECEMBER 2020						
S	M	T	W	Th	F	S
		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	26
27	28	29	30	31		

21-31 School Closed - Winter Break

JANUARY 2021						
S	M	T	W	Th	F	S
					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	26	27	28	29	30
31						

- 1 School Closed - Winter Break
- 4 School Closed – Professional Development
- 18 School Closed - Martin Luther King Jr. Day

FEBRUARY 2021						
S	M	T	W	Th	F	S
	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	26	27
28						

12-19 School Closed – President's Day / February Break

MARCH 2021						
S	M	T	W	Th	F	S
	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	26	27
28	29	30	31			

- 8 School Closed – Professional Development
- 15 End of Trimester 2

APRIL 2021						
S	M	T	W	Th	F	S
				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	26	27	28	29	30	

- 19-23 School Closed – Spring Break
- 27-28 State Exam- English Language Arts (3-4)

MAY 2021						
S	M	T	W	Th	F	S
						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	26	27	28	29
30	31					

- 11-12 State Exam- Math (3-4)
- 31 School Closed - Memorial Day

JUNE 2021						
S	M	T	W	Th	F	S
		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	26
27	28	29	30			

- 18 School Closed – Observed for Juneteenth
- 25 Last Day of School for scholars & End of Trimester 3
- 28 Summer Vacation Begins

Early Dismissal (All Students Remote)

School Closed