

KIDS' CORPS, INC.

*101 Davis Street
Anchorage, AK 99508*

Request For Proposals (RFP)

Date of Issue: **September 14, 2016**

Title and Purpose of RFP:

Title: Transportation Services

Purpose: Kids' Corps, Inc. (KCI) is seeking and will consider proposals for pre-school child transportation services for an estimated 60 children within the Anchorage Bowl.

Transportation will be provided on KCI owned buses.

TABLE OF CONTENTS

SECTION ONE

Introduction and Instructions

	Page
1.01 Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals	4
1.02 Contract Term and Work Schedule	4
1.03 Right of Rejection	5
1.04 Right to Extend and/or Re-advertise the RFP	5
1.05 Preparation Costs	5
1.06 Subcontractors	5
1.07 Offerors Certification	5
1.08 Conflict of Interest	6
1.09 Right to Inspect Place of Business	6
1.10 Solicitation Advertising	6
1.11 News Releases	6
1.12 Assignment	6
1.13 Disputes	6
1.14 Severability	6
1.15 Federal Requirements	6

SECTION TWO

Standard Proposal Information

2.01 Authorized Signature	7
2.02 Pre-proposal Conference	7
2.03 Site Inspection	7
2.04 Supplemental Terms and Conditions	7
2.05 Clarification of Offers ...	7
2.06 Discussions with Offerors	7
2.07 Prior Experience	8
2.08 Formula Used to Convert Cost to Points	8
2.09 Alaska Business License and Other Required Licenses	8
2.10 Contract Negotiation	8
2.11 Failure to Negotiate	9

SECTION THREE

Standard Contract Information

3.01 Contract Approval	9
3.02 Proposal as a Part of the Contract	9
3.03 Additional Terms and Conditions	9

3.04	Insurance Requirements	9
3.05	Contract Funding	10
3.06	Payment Procedures	11
3.07	Contract Payment	11
3.08	Termination for Default	11
3.09	Contract Invalidation	11
3.10	Option to Extend the Term of the Contract	11

SECTION FOUR

Scope and Schedule

4.01	Scope of Work	11
4.02	Reports and Document Submittal Requirements	13
4.03	Deliverables	15

SECTION FIVE

Proposal Format and Content

5.01	Proposal Format and Content	16
5.02	Introduction	16
5.03	Understanding of the Project	16
5.04	Experience and Qualifications	16
5.05	Cost Proposal	16
5.06	Evaluation Criteria	17

SECTION SIX

Evaluation Criteria and Contractor Selection

6.01	Understanding of the Project 25 Percent	17
6.02	Experience and Qualifications 25 Percent	17
6.03	Contract Cost 45 Percent	18
6.04	Small/Women-Owned/Minority-Owned business – 5 Percent	18

SECTION SEVEN

Attachments

7.01	Attachments	19-30
	A. Head Start Transportation Safety Standards	
	B. Non-Collusion	
	C. Certifications Form	

SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Offerors must submit three copies of their proposal, in writing, to the Executive Director in a sealed envelope. It must be addressed as follows:

Name: Dirk Shumaker
Title: Executive Director
Entity: Kids' Corps, Inc.
Address: 101 Davis Street
Anchorage, AK 99508

Proposals must be received no later than 4:00 PM Alaska time on **September 30, 2016**. Faxed and/or oral proposals are unacceptable and shall not be considered. An offerors failure to submit its proposal prior to the deadline will cause the proposal to be disqualified. Late proposals or amendments will not be opened or accepted for evaluation.

It is important that the Offeror's proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

**Request for Proposal
4:00 p.m. on September 30, 2016
SEALED PROPOSAL
For Transportation Services**

Inquiries concerning this RFP should be directed to:

Erin Oliver
Finance Manager, KCI
Tel. No. (907) 279-2021

1.02

Contract Term and Work Schedule

The contract term and work schedule set out herein represent KCI's best estimate of the schedule that will be followed. The transportation schedule includes 162 school days between the months of September and June. The last day of services for the current program year is June 2, 2017. Regular route days are Monday – Friday. Throughout the year, there will also be field trips. The Contractor will be provided a school calendar prior to the start of school each year. The calendar is subject to

change during the school year and specified in session days may be rescheduled. KCI will advise the Contractor of any calendar changes that occur during and school year.

The length of the contract will be 10 months, beginning on *November 1, 2016 and ending August 31, 2017*. Options for four succeeding years are available contingent upon the availability of funding and subject to the contractors' satisfactory performance.

1.03

Right of Rejection

KCI reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based upon the factors described in this RFP.

1.04

Right to Extend and/or Re-advertise the RFP

KCI reserves the right to extend the proposal deadline or re-advertise the RFP. In the event that the RFP is extended or re-advertised, written notification will be sent to each recipient of record of the original RFP. Recipients of record are those parties which obtained a copy of the RFP directly from KCI.

1.05

Preparation Costs

KCI will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

1.06

Subcontractors

Subcontractors will not be allowed.

1.07

Offerors Certification

By signature on the proposal, offerors certify that they comply with:

- (a) the laws of the State of Alaska,
- (b) the applicable portion of the Federal Civil Rights Act of 1964,
- (c) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
- (d) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
- (e) all terms and conditions set out in this RFP,
- (f) a condition that the proposal submitted was independently arrived at, without collusion, under penalty of perjury,
- (g) that the offers will remain open and valid for at least 90 days, and
- (h) that programs, services, and activities provided to the general public under the resulting contract conform with the Americans with Disabilities Act of 1990, and the regulations issued thereunder by the federal government.

If any offeror fails to comply with [a] through [h] of this section, KCI reserves the right to disregard the proposal, terminate the contract, or consider the contractor in default.

1.08

Conflict of Interest

Each proposal shall include a statement indicating whether or not the firm or any individuals working on the contract has a possible conflict of interest (e.g., employed by KCI) and, if so, the nature of that conflict. The Executive Director of KCI reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the offeror. KCI's determination regarding any questions of conflict of interest shall be final.

1.09

Right to Inspect Place of Business

At reasonable times, KCI may inspect those areas of the contractor's place of business that are related to the performance of a contract. If KCI makes such an inspection, the contractor must provide reasonable assistance.

1.10

Solicitation Advertising

It is full and open competition to maximum extent possible to all local area firms in the transportation field.

1.11

News Releases

News releases related to this RFP will not be made without prior approval of the Executive Director of KCI.

1.12

Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from KCI.

1.13 Disputes

Any dispute arising out of this agreement will be resolved under the guidance of the Department of the Health and Human Services.

1.14

Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

1.15

Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION TWO STANDARD PROPOSAL INFORMATION

2.01

Authorized Signature

All proposals must be signed by an individual authorized to bind the offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety (90) days from the opening date.

2.02

Pre-proposal Conference

A pre-proposal conference will be held at **2:00 PM**, Alaska Time, on **September 20, 2016** in the **KCI** conference room located at 3710 East 20th Ave Suite 2 in Anchorage, Alaska. The purpose of the conference is to discuss the work to be performed with the prospective offerors and allow them to ask questions concerning the RFP.

2.03

Site Inspection

KCI may conduct on-site visits to evaluate the offerors capacity to perform the contract. An offeror must agree, at risk of being found non-responsive and having its proposal rejected, to provide KCI reasonable access to relevant portions of its work sites.

2.04

Supplemental Terms and Conditions

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish KCI' right's under any contract resulting from the RFP will be considered null and void. KCI is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- (b) if KCI'S rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

2.05

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the Finance Manager or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the proposal evaluation committee may be adjusted as a result of a clarification under this section.

2.06

Discussions with Offerors

KCI may conduct discussions with offerors. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP or proposal identified by the Finance Manager. Discussions will only be held with offerors who have submitted a proposal deemed reasonably susceptible for award. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee.

If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Finance Manager may set a time for best and final proposal submissions from those offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Any oral modification of a proposal must be reduced to writing by the offeror.

If an offeror does not submit a best and final proposal or a notice of withdrawal, the offerors immediate previous proposal is considered the offerors best and final proposal.

2.07

Prior Experience

In order for offers to be considered responsive, offerors must meet these minimum prior experience requirements. An offerors failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected. See Evaluation Criteria in Section Seven 7.04.

2.08

Cost to Points

The distribution of points based on cost will be determined by the proposal evaluation committee. The lowest cost proposal will receive the maximum number of points allocated to cost (40 points).

In determining the lowest responsive and responsible offeror, KCI may consider, in addition to price, at any point in the selection process, any of the following factors:

1. The ability, capacity, and skill of the offeror to perform the contract.
2. Whether the offeror can perform the contract within the time specified without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the offeror.
4. The quality of performance by the offeror on previous contracts.
5. Previous compliance by the offeror with laws and regulations relating to the contract.
6. The number and scope of conditions attached to the proposal.
7. The number and scope of minor variations contained in the proposal.

2.09

Alaska Business License and Other Required Licenses

Offeror must submit with the proposal the following documents:

1. Alaska Business License
2. Federal ID or Social Security Number
3. Proofs of General Liability Insurance and Worker's Compensation Insurance Coverage

2.10

Contract Negotiation

After final evaluation, KCI may negotiate with the offeror of the highest-ranked proposal. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, KCI may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal. If contract negotiations are commenced, they may be held at KCI's offices located at 101 Davis Street in Anchorage, AK.

2.11

Failure to Negotiate

If the selected offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- if the offeror and KCI, after a good faith effort, simply cannot come to terms,

KCI may terminate negotiations with the offeror initially selected and commence negotiations with the next highest ranked offeror.

SECTION THREE STANDARD CONTRACT INFORMATION

3.01

Contract Approval

This RFP does not, by itself, obligate KCI. KCI's obligation will commence when the contract is approved by the Executive Director or the Board of Director's. Upon written notice to the contractor, KCI may set a different starting date for the contract. KCI will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

3.02

Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

3.03

Additional Terms and Conditions

KCI reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

3.04

INSURANCE REQUIREMENTS

A. The Contractor shall secure and maintain in effect during the life of the contract, insurance coverage as follows:

1. COMMERCIAL GENERAL LIABILITY \$5,000,000 per occurrence to include premises, operations and contractual liability; \$10,000,000 Annual Aggregate. The coverage shall be written without any professional or contractual liability exclusions.
2. COMPREHENSIVE AUTO LIABILITY \$5,000,000 combined single limit to include all owned, non-owned, and hired vehicles, in service under the contract, and including injury or death to passengers. The coverage shall include uninsured/underinsured motorist coverage with a minimum limit of \$1,000,000.
3. ALASKA WORKERS COMPENSATION STATUTORY LIMIT Employers liability - \$500,000 each accident; \$500,000 Disease - policy limit; \$100,000 Disease - each employee
4. FIVE MILLION DOLLARS (\$5,000,000) AGGREGATE UMBRELLA POLICY - This policy must include coverage for injury or death to passengers.

- B. The insurance requirements set forth above are the minimum coverages required. The Contractor shall maintain such other or additional coverages as may be required by state or federal law. Liability insurance policies shall be written by one or more insurance carriers licensed to conduct insurance business in the State of Alaska and which are rated “A+1” or better in “Best’s Insurance Guide” Certificates of insurance shall be delivered to KCI within thirty (30) days after the award of the Contract to the Contractor and by September 1 of each subsequent school year. Upon request, the Contractor shall promptly provide complete copies of insurance policies.
- C. All insurance policies, except if prohibited by law, shall be extended to include as an additional insured, Kids’ Corps, Inc., its board members, employees, and agents. In addition, all policies shall contain a waiver of subrogation in favor of Kids’ Corps, Inc.
- D. The insurance policies shall cover as an insured, any person or organization, agency, employee, or sub-contractor acting as agent for the named insured or additional insured in connection with the contract.
- E. The insurers and the insured, to the extent of liability under these policies, and no more, waive the defense of sovereign immunity that could otherwise be raised by the State or a political division thereof.
- F. Policies must contain a clause to notify the following named persons in case of cancellation, non-renewal or material modification for any cause, sixty (60) calendar days prior to date of cancellation, non-renewal or material modification:
- Erin Oliver, Finance Manager
&
Dirk Shumaker, Executive Director
101 Davis Street
Anchorage, AK 99508
- G. Policies must contain a clause indicating that coverage provided under the policy is primary and must be exhausted prior to any claim being asserted against or satisfied from any other coverage or source which might be available to KCI.
- H. The Contractor shall indemnify, hold harmless and defend KCI, its board members, officers, employees, and agents from any and all claims, suits, judgments, or liabilities, or claims of liability, for injuries, damages and loss, including costs and attorneys’ fees, arising from: (a) the breach by Contractor of any of its obligations under the contract; and/or (b) the acts or omissions of the Contractor, or acts or omissions of the Contractor and KCI together, under the contract or in the performance of services contemplated by the contract. The Contractor and KCI agree that the indemnity provided for under this Section is intended by them to be as broad in scope as may be permitted by Alaska law and that the term Contractor includes the Contractor’s directors, officers, employees, agents and sub-contractors. The liability insurance required to be maintained by the Contractor shall insure the Contractor’s obligations set forth in this Section.
- I. KCI reserves the right to designate the attorney or attorneys to be used by the Contractor in defending any claims the Contractor is required to defend that may be brought against KCI.

3.05

Contract Funding

Approval or continuation of a contract resulting from this is contingent upon legislative appropriation. KCI, at its sole discretion, may terminate or reduce the scope of the Contract if available funding is reduced for any reason. If a reduction in services is necessary, KCI will, at its sole discretion, discontinue bus route(s).

3.06

Payment Procedures

On or about the first business day of each month the Contractor shall submit any invoices for the previous month. Subject to acceptance and approval of KCI, payment will be made 30 days thereafter. If invoices are not paid within 60 days, the contractor may assess a late fee in accordance with general accounting principles.

The Contractor will not be paid for those days when transportation services are not required due to school closures and any other days that school is not in session due to staff in-services and local or proclaimed holidays, etc.

3.07

Contract Payment

Payment will be stated as above. There will be no advance payments. KCI is tax exempt and is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

3.08

Termination for Default

If KCI determines that the contractor has refused to perform the work or has failed to perform the work with such diligence as to ensure its timely and accurate completion, KCI may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

3.09

Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

3.10

Option to Extend the Term of the Contract

KCI may extend the term of the contract for four (4) consecutive option years, (September 1, 2017 through August 31, 2018, September 1, 2018 through August 31, 2019, September 1, 2019 through August 31, 2020 and September 1, 2020 through August 31, 2021) by written notice to the Contractor, provided that KCI has given the Contractor preliminary notice of its intent to extend the contract before the contract expires. The preliminary notice does not commit KCI to the extension.

SECTION FOUR SCOPE OF WORK

4.01

Scope of Work

1. This contract requires the successful contractor to provide professional services and the general expertise to operate three (3) KCI owned buses, for transporting children in the Municipality of Anchorage to Kids' Corps Head Start centers at 3710 E. 20th and 1251 Muldoon Road. Classes begin at 9 a.m. and end at 3:30 p.m.
2. Prior to the first day of school each year the Contractor shall, conduct a "dry-run" of all routes. The vehicle and driver assigned to the route shall perform the dry run. Each time a new driver is assigned to a route the newly assigned driver shall, if possible, conduct a dry run of the route prior to transporting children to ensure all stops are made and schedules

are met. The dry run will not be required for standby drivers who cover a route for the regularly assigned driver unless requested in advance by KCI.

3. The Head Start Transportation Regulations Final Rule, 45 CFR Part 1310, Attachment “B”, and the Federal and Alaska State Department of Motor Vehicle Regulations, whichever is most restrictive, shall govern planning the transportation services and operating of KCI owned vehicles.
4. The Contractor may be required to provide service for Special Education students. The transportation of these students is unique and requires personnel sensitive to such students' needs. Not all drivers are suitable for this type of assignment; therefore, reassignment of drivers may be necessary to alleviate adverse situations that may occur. KCI has the right to require the Contractor to remove from service any driver whom it finds is performing unsatisfactorily
5. Bus interiors shall be swept on a daily basis, and kept in a safe and sanitary condition. The exterior of buses shall be kept clean enough to ensure visibility out of all windows and that the markings on the bus are visible.
6. Each bus is equipped with a white strobe light, operational while students are on board, and controlled by the driver. A bus with a defect that would put it in out-of-service condition pursuant to the Alaska Department of Education and Early Development inspection criteria may not be used to transport students. The defect does not need to be identified by the Alaska Department of Education and Early Development inspectors. Defects identified by drivers, mechanics, KCI personnel or other governmental agency must be removed from service until repairs are completed.
7. KCI will provide a Bus Monitor employed by KCI for each route. The Bus Monitor will be responsible to resolve and/or discern course of action for child misbehavior or disciplinary concerns in accordance with KCI policy and procedures.
8. A method of accounting, control and reporting, acceptable to KCI will be established by the contractor.
9. The contractors’ personnel that is specifically assigned for KCI operations must be submitted to KCI prior to starting each school year.
10. The contractor is required to develop and submit Safety Training Plan for drivers. The contractor must meet the Safety Standards for commercial driver licenses, physicals and training as set forth in the Head Start Transportation Regulations and all other Federal and State Regulations. ***Offerors must provide in detail and submit with this RFP, a list of training requirements for the drivers.***
11. Fuel for operating KCI buses will be purchased through a credit card system set up by KCI. Due to budgetary constraints, all gas buses will be fueled with Regular Unleaded. Premium and Mid-grade fuels are not allowed.
12. All Safety Restraint Vests and Cam-Wraps will be provided by KCI.
13. The Contractor shall provide necessary management, staff personnel and drivers to provide transportation services as required by the Contract and shall insure all Contractor personnel follow and implement all KCI policies and procedures and guidelines.
14. KCI has the right to schedule as many individual bus runs, activity trips and field trips per vehicle per day as necessary to provide the most efficient use of vehicles.

4.02

Reports and Documents Submittal Requirements

1. The Contractor shall conform to reporting time factors specified by KCI or the Alaska Department of Education and Early Development and shall submit the following reports and documents to KCI on forms agreed upon by KCI:
2. Training Reports: The Contractor will submit to KCI, by September 1 of each calendar year, the Contractor's training plan for drivers. The plan will include how drivers will receive classroom and behind-the-wheel instruction in the following areas prior to transporting any child enrolled at KCI:
 - a. operating the vehicle in a safe and efficient manner; safely run a fixed route, including loading and unloading children; stopping at railroad crossings and performing other specialized driving maneuvers; administer CPR and basic first aid in case of injury; handle emergency situations, including vehicle evacuation procedures; operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints, conduct routine maintenance and safety checks of the vehicle; and maintain accurate records as necessary;
 - b. orientation of the goals and underlying philosophy of Head Start and the ways in which they are implemented by the program; ongoing opportunities for drivers to acquire the knowledge and skills necessary to perform their jobs and meet standards; methods for identifying and reporting child abuse and neglect. The plan must also include how and when drivers will receive refresher training including but not limited to the topics listed above. A report including when the training was offered and a list of attendees will be submitted to KCI after each training.

The training plan for drivers will also include, but not be limited to, proper pre and post trip inspections, driver responsibilities, proper methods for application of manual tire chains, map reading, student management, KCI transportation policies and procedures, identification of disabilities, the IEP process, infectious disease control, sexual harassment and bullying, the importance of confidentiality regarding student information and other rules and regulations governing drivers. The Training report shall also describe how this training will be provided to drivers who are hired between the first and last day of school.

3. Employee Certification: The Contractor must certify annually, in writing, that all employees under its supervision meet all training and licensing requirements and receive an annual employment evaluation. Certification is to be received by KCI prior to the first day of school each year, and prior to the assumption of driver responsibilities by any new driver during the school year. The employee certification report shall certify that the employee meets, or in the case of First Aid and CPR certification, will meet the following requirements:
 - a. Driver Training: The Contractor will certify that each driver has received the required employee training as specified in Section XIV, Employee Requirements.
 - b. License: The Contractor will certify that each driver was licensed as required by AS 28.15.046 before he/she transported any children.
 - c. Health Certification: The good health of each driver and substitute driver will be certified annually by a medical doctor as required in 13.AAC 08.025. An acceptable health certificate is a part of the requirement for obtaining the Alaska school bus driver's permit. This certificate must include a tuberculosis test.
 - d. First Aid Certification: Each driver shall successfully complete a First Aid Class and be issued a certification card by a qualified instructor. First Aid training shall be completed within two (2) weeks after the beginning of the school year or within two (2) weeks of the date of hire of a driver hired during the school year.
 - e. CPR Certification: Each driver must complete a Pediatric CPR class and be issued a certification card by a qualified instructor within two (2) weeks after the beginning of the school year or within two (2) weeks of the date of hire of a driver hired during the school year.
6. Daily Route Logs / Monthly Reports: The Contractor will maintain Daily Route logs on all routes, with numbers of students transported for each route. Required information shall be recorded for each route on each day school is in

session. The Contractor will submit a monthly compilation of the route statistics to KCI within five (5) working days after the end of the month.

7. Safe Boarding, Riding, Exiting, Emergency Procedures and Emergency Evacuation Drills: The Contractor will insure that drivers conduct instruction on safe boarding, riding, exiting and emergency procedures, Instruction in safe boarding, exiting, emergency procedures and drills in emergency student evacuation will be conducted three (3) times annually on each route. The first instruction/evacuation drill is to be held during the first three (3) weeks of school. The remaining two instruction/evacuation drills must be conducted prior to April 1st of the school year. KCI and the Contractor will approve the instruction/evacuation drill schedule, criteria and format prior to the actual instruction/drill. Standby and substitute drivers will participate in evacuation instruction/drills. The Contractor will certify, in writing, that safe boarding, riding, exiting and emergency procedure training and emergency evacuation drills were conducted, with elapsed time of evacuation, and will submit this certification to KCI within one week after each drill is held.
9. Driver Assignment Report: The Contractor shall maintain a listing of all drivers assigned to each route. This information will be reported to KCI on a quarterly basis.
11. Alaska Business License: The Contractor must submit to KCI a copy of its State of Alaska Business License at the beginning of the contract prior to providing transportation services. The Contractor must submit to KCI, a copy of its renewed State of Alaska Business License or proof of application and payment for a renewed State of Alaska business license by January 15th of each calendar year thereafter.
12. Certificate of Insurance: The Contractor must submit to KCI a certificate of insurance from an insurance company authorized to do business in the State of Alaska, which covers all vehicles to be operated under this contract with KCI. The insurance coverage must satisfy the minimum insurance requirements of KCI as set out in Section Three 3.06 – INSURANCE REQUIREMENTS hereof and any additional requirements of the State of Alaska. The certificate of insurance must be received by KCI prior to the Contractor providing transportation services at the beginning of the contract.
13. Personnel Reports: The Contractor must maintain personnel files on all employees. These files shall be open to inspection by KCI or its designee. This will include, but is not limited to, Federal Reviewers, State & Municipality of Anchorage Child Care Licensing Representatives approved by KCI.
14. Management & Staff Report: The Contractor shall provide an organizational chart and job descriptions for all personnel as set out in Section Six 6.06. The Contract Manager/Supervisor shall certify that all individuals assigned these positions are qualified under the terms of this contract and meet the requirements of this RFP.
15. Crash Reports: The Contractor must report all KCI transportation vehicle crashes and incidents to the Finance Manager, as follows:
 - a. Crashes are defined as those occasions when the bus leaves the roadway and collides with another object or is hit by another object. A crash occurring while the bus is en route to and from the bus terminal or school, with or without students on board, must be reported.
 - b. Incidents are defined as those occasions when a bus gets stuck, slips into the ditch etc., whether students are on board or not. Incidents may further include any situation when the personal safety of the occupants of the bus are potentially in jeopardy, i.e., children left on the bus, physical injuries, damage to the bus or threats to individual safety as a result of a weapon or item(s) designed to look like weapon(s).
 - c. All crashes and incidents must be reported immediately to the Finance Manager by telephone. Information should be provided in line with the school bus crash information report. Appropriate notification must also be made at the time of the crash/incident, i.e., Center Coordinator, police, ambulance, etc. The written report for accidents

involving death, personal injury or substantial damage, or a weapon, or use of a weapon, or weapon look alike, must be forwarded to KCI as soon as pertinent data is available. The written report for all other crashes and incidents shall be forwarded within 24 hours.

16. Monthly Transportation Report: This report is to be submitted on a monthly basis. The report is to be submitted with the monthly invoice(s) as stated in Section Three 3.08.
17. Contractor Complaints: The Contractor shall establish a procedure for logging complaints and resolutions to such complaints. A report detailing complaints made to the Contractor shall be provided to KCI each Monday for issues raised during the previous week.
18. Transportation Department Complaint Form: Complaints called, faxed, mailed, or e-mailed to KCI will be recorded and forwarded to the Contractor. The Contractor shall provide a written response as to the resolution of the complaint within three (3) days of receipt of the written complaint.
19. Citizen Complaints: The Contractor shall provide a written response to formal citizen complaints within five (5) days of receipt of the complaint.
20. Miscellaneous Reports: The Contractor may be required to submit other documentation and reports as specified by KCI and/or the Alaska Departments of Education, Public Safety, or other governmental agencies at no additional cost to KCI, during the term of the contract. These reports shall be submitted at the time requested by KCI.

4.03

Deliverables

The contractor will be required to provide the following deliverables;

- a) **Bus Drivers**
- b) **Insurance**
- c) **Licenses and Permits**
- d) **Safety and Training Program**
- e) **Accident Reports**

SECTION FIVE PROPOSAL FORMAT AND CONTENT

5.01

Proposal Format and Content

KCI discourages overly lengthy and costly proposals, however, in order for KCI to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

5.02

Introduction

Proposals must include the complete name and address of offerors firm and the name, mailing address, and telephone number of the person that KCI should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. An offerors failure to include these items in the proposals may cause the proposal to be determined non-responsive and the proposal may be rejected.

5.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project and the project schedule.

5.04

Experience and Qualifications

Offerors must provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Offerors must provide a narrative description of the organization of the project team and a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed:

- (a) title,
- (b) resume,
- (c) location(s) where work will be performed,
- (d) itemize the total cost and the number of estimated hours for each individual named above.

5.05

Cost Proposal

Cost proposals must include all costs associated with the contract. The Offeror's proposed price should be provided on a cost per hour basis. Include information indicating how the price was determined. The proposed price may accompany the information required for the Request for proposal.

5.06

Evaluation Criteria

All proposals will be reviewed to determine if they are responsive. They will then be evaluated using the criteria set out in Section SEVEN.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the offeror.

A proposal shall be evaluated to determine whether the offeror responds to the provisions, including goals and financial incentives, established in the request for proposals in order to eliminate and prevent discrimination in contracting because of race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability or political affiliation.

SECTION SIX EVALUATION CRITERIA AND CONTRACTOR SELECTION

**THE TOTAL NUMBER OF POINTS USED
TO SCORE EACH OFFERORS PROPOSAL IS 100**

6.01

Understanding of the Project—25 Percent

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the deliverables that KCI expects it to provide?
- [d] Has the offeror demonstrated an understanding of KCI'S time schedule and an ability to meet it?

6.02

Experience/Past Performance and Qualifications—25 Percent

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?
- [c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm:

- [d] Has the firm demonstrated experience in completing similar projects on time and within budget?
- [e] How successful is the general history of the firm regarding timely and successful completion of projects?
- [f] Has the firm provided letters of reference from current/previous clients?

6.03

Contract Cost—45 Percent

6.04

Small/Women-Owned/Minority-Owned business—5 percent

SECTION EIGHT ATTACHMENTS

7.01

Attachments

- A. Head Start Transportation Safety Standards
- B. Non-Collusion
- C. Certifications Form

Attachment “A”

TRANSPORTATION SAFETY STANDARDS

Essential Background Information for Head Start Professionals

Performance Standard 45 CFR 1310

(The “Final Rule”)

1. Responsibility to transport

1310.10 states “Each agency must assist as many families as possible who need transportation in order for their children to attend the program in obtaining that transportation”.

2. Vehicles and equipment

1320.12 stipulates that as of January 18, 2006 all transportation to and from Head Start or Early Head Start must be in federally approved school bus or an “allowable alternate vehicle” that meets all Federal Motor Vehicle Safety Standards applicable to school buses.

As of January 18, 2002 all Head Start vehicles must be equipped with reverse beepers, fire extinguishers, first aid kits, seat belt cutters (with signs indicating the location of each) and a communication system. (We have 2-way radios)

Programs are also required to inspect newly-purchased vehicles upon delivery to ensure compliance.

3. Restraints and seating

1310.11 requires by January 20, 2004 that children weighing 50 pounds or less must be seated in appropriate child restraints systems. All new purchases with grant funds must be equipped with child safety systems and all children must use them.

By January 18, 2002 all occupants except the monitor assisting children must use appropriate safety device if the vehicle is equipped. Head Start must not be loaded beyond capacity, auxiliary seating is prohibited (no folding chairs in the aisle); baggage and other items must be properly stored and secured. Aisles, emergency exits, and passenger doors must be unobstructed at all times.

4. Monitor

As of January 20, 2004 every Head Start vehicle must have at least one monitor on board at all times. Additional monitors must be provided as needed to accommodate the needs of children with disabilities.

5. Driver Qualifications

By January 18, 2002 all Head Start Drivers must have a Commercial Driver's License (CDL) in states where licenses are granted regardless the size of the vehicle they drive. They must meet physical, mental and other requirements necessary to perform the job with any reasonable accommodations.

6. Driver and monitor training

Head Start drivers must have received training in all topics as described below prior to transporting children. All drivers must receive annual refresher training courses in these topics, as well as any additional state mandated training. The amount of hours is not stipulated. The training requirement for drivers must be performance based.

- Operate the vehicle safely and efficiently
- Safely run a fixed route, including loading and unloading children, stopping at railroad crossings and performing other specialized driving maneuvers.
- Administer basic first aid
- Handle emergency situations and evacuations
- Operate special equipment such as wheelchair lifts and safety seating systems
- Conduct pre-trip and post-trip inspections
- Maintain accurate records
- Understand the goals and philosophy of Head Start
- Identify and report child abuse and neglect in compliance with applicable State and local laws
- Drivers must receive instructions regarding children with disabilities.

Monitors must be trained on the following topics before beginning their duties:

- Child boarding and exiting procedures
- Use of child safety systems
- Paperwork
- Responding to emergencies and evacuations
- Use of special equipment
- Child pickup and release procedures
- Pre-trip and post-trip vehicle checks
- Child Abuse and Neglect

7. Driver observations and evaluations

A very important aspect of the Final Rule is the requirement that the annual evaluation of each Head Start driver include an onboard observation of road performance. (1310.17 f1)

8. Routing

1310.20

- Do every thing possible to keep routes at one hour
- Vehicles must not be overloaded
- Avoid “U” turns
- Minimize traffic disruptions
- Eliminate crossovers whenever possible
- Establish alternate routes for emergency purposes

9. Accidents

1310.10 f - Must be reported in accordance with state requirements.

10. Custody of children

1310.10 g – Release children only to parents, legal guardian or individual identified in writing by the parent or legal guardian. Follow KCI’ established system.

11. Safety education

As of January 18, 2002, all Head Start children and parents (whether transported or not) must be trained in transportation and pedestrian safety. The first training must be provided within the first thirty days of the program year, with additional evacuation drills conducted over the course of the year.

Children must be taught:

- Safe riding practices
- Safety procedures for boarding and leaving the vehicle
- Safety procedures for crossing the street to and from the vehicle from the bus stops
- Recognition of the danger zones around the vehicle
- Emergency evacuation procedures

Parent training must complement the training provided to their children. Parents must be taught:

- The importance of escorting their children to the vehicle stop
- The importance of reinforcing training provided to children about vehicle safety

12. Children with disabilities

January 18, 2006 Head Start Programs must comply with the Americans with Disabilities Act.

PART 1310--HEAD START TRANSPORTATION

Subpart A--General

1310.1 Purpose.

Under the authority of sections 640(i) and 645A(b)(9) of the Head Start Act (42 U.S.C. 9801 et seq.), this part prescribes regulations on safety features and the safe operation of vehicles used to transport children participating in Head Start and Early Head Start programs. Under the authority of sections 644(a) and (c) and 645A(b)(9) of the Head Start Act, this part also requires Head Start, Early Head Start, and delegate agencies to provide training in pedestrian safety and to make reasonable efforts to coordinate transportation resources to control costs and to improve the quality and the availability of transportation services.

1310.2 Applicability.

(a) This rule applies to all Head Start and Early Head Start agencies, and their delegate agencies (hereafter, agency or agencies), including those that provide transportation services, with the exceptions provided in this section, regardless of whether such transportation is provided directly on agency owned or leased vehicles or through arrangement with a private or public transportation provider. Transportation services to children served under the home-based option for Head Start and Early Head Start services are excluded from The requirements of 45 CFR 1310.12, 1310.15(c), and 1310.16. Except when there is an applicable State or local requirement that sets a higher standard on a matter covered by this part, agencies must comply with requirements of this part. (b) Sections 1310.12(a) and 1310.22(a) of this part are effective January 18, 2006. Sections 1310.11 and 1310.15(c) of this part are effective January 20, 2004. Paragraph (c) of this section and Sec. 1310.12(b) of this part are effective February 20, 2001. All other provisions of this part are effective January 18, 2002.

(c) Effective February 20, 2001 an agency may request a waiver of specific requirements of this part, except for the requirements of this paragraph. Requests for waivers must be made in writing to the responsible Health and Human Services (HHS) official, as part of an agency's annual application for financial assistance or amendment thereto, based on good cause.

“Good cause” for a waiver will exist when adherence to a requirement of this part would itself create a safety hazard in the circumstances faced by the agency. Under no circumstance will the cost of complying with one or more of the specific requirements of this part constitute good cause. The responsible HHS official is not authorized to waive any requirements of the Federal Motor Vehicle Safety Standards (FMVSS) made applicable to any class of vehicle under 49 CFR part 571. The responsible HHS official shall have the right to require such documentation as the official deems necessary in support of a request for a waiver. Approvals of waiver requests must be in writing, be signed by the responsible HHS official, and be based on good cause.

1310.3 Definitions.

Agency as used in this regulation means a Head Start or Early Head Start or delegate agency unless otherwise designated.

Agency Providing Transportation Services

means an agency providing transportation services, either directly or through another arrangement with a private or public transportation provider, to children enrolled in its Head Start or Early Head Start program.

Allowable Alternate Vehicle means a vehicle designed for carrying eleven or more people, including the driver, That meets all the Federal Motor Vehicle Safety Standards applicable to school buses, except 49 CFR 571.108 and 571.131.

Bus monitor means a person with specific responsibilities for assisting the driver in ensuring the safety of the children while they ride, board, or exit the vehicle and for assisting the driver during emergencies.

Child Restraint System means any device esigned to restrain, seat, or position children who weigh 50 pounds or less which meets the requirements of Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213.

Commercial Driver's License (CDL) means a license issued by a State or other jurisdiction,

in accordance with the standards contained in 49 CFR part 383, to an individual which authorizes the individual to operate a class of commercial motor vehicles. *Delegate Agency* means a local public or private not-profit or for-profit agency to which a Head Start or Early Head Start agency has delegated all or part of its responsibility for operation of a Head Start program. *Early Head Start Agency* means a public or private non-profit or for-profit agency or delegate agency designated to operate an Early Head Start program pursuant to Section 645A of the Head Start Act. *Early Head Start Program* means a program of services provided by an Early Head Start Agency funded under the Head Start Act. *Federal Motor Vehicle Safety Standards (FMVSS)* means the National Highway and Traffic Safety Administration's standards for motor vehicles and motor vehicle equipment (49 CFR part 571) established under section 30111 of Title 49, United States Code. *Fixed route* means the established routes to be traveled on a regular basis by vehicles that transport children to and from Head Start or Early Head Start program activities, and which include specifically designated stops where children board or exit the vehicle. *Head Start Agency*, means a local public or private non-profit or for-profit agency designated to operate a Head Start program pursuant to Section 641 of the Head Start Act. *Head Start Program* means a program of services provided by a Head Start agency or delegate agency and funded under the Head Start Act. *National Driver Register* means the National Highway Traffic Safety Administration's automated system for assisting State driver license officials in obtaining information regarding the driving records of individuals who have been denied licenses for cause; had their licenses denied for cause, had their licenses canceled, revoked, or suspended for cause, or have been convicted of certain serious driving offenses. *National Standards for School Buses and School Bus Operations* means the recommendations resulting from the Eleventh National Conference on School Transportation, May 1990, published by the National Safety Council, Chicago, Illinois. *Reverse beeper* means a device which automatically sounds an intermittent alarm whenever the vehicle is engaged in reverse. *School Bus* means a motor vehicle designed for carrying 11 or more persons (including the driver) and which complies with the Federal Motor Vehicle Safety Standards applicable to school buses. *Seat Belt Cutter* means a special device that may be used in an emergency to rapidly cut through the seat belts used on vehicles in conjunction with child restraint systems. *State* means any of the several States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, any territory or possession of the United States, or any agency or instrumentality of a State exclusive of local governments. *Transportation Services* means the planned transporting of children to and from sites where an agency provides services funded under the Head Start Act. Transportation services can involve the pick-up and discharge of children at regularly scheduled times and prearranged sites, including trips between children's homes and program settings. The term includes services provided directly by the Head Start and Early Head Start grantee or delegate agency and services which such agencies arrange to be

provided by another organization or an individual. Incidental trips, such as transporting a sick child home before the end of the day, or such as might be required to transport small groups of children to and from necessary services, are not included under the term.

Trip routing means the determination of the fixed routes to be traveled on a regular basis for the purpose of transporting children to and from the Head Start or Early Head Start program or activities.

Subpart A--Transportation

Requirements

1310.10 General.

(a) Each agency must assist as many families as possible who need transportation in order for their children to attend the program in obtaining that transportation.

(b) When an agency has decided not to provide transportation services, either for all or a portion of the children, it must provide reasonable assistance to the families of such children to arrange transportation to and from its activities.

The specific types of assistance being offered must be made clear to all prospective families in the program's recruitment announcements.

(c) Each agency providing transportation services is responsible for compliance with the applicable requirements of this Part. When an agency provides transportation through another organization or an individual, the agency must ensure the compliance of the transportation provider with the requirements of this part.

(d) Each agency providing transportation services, must ensure that each vehicle used in providing such services is equipped with:

(1) a communication system to call for assistance in case of an emergency;

(2) safety equipment for use in an emergency, including a charged fire extinguisher that is properly mounted near the driver's seat and a

Sign indicating its location;

(3) a first aid kit and a sign indicating the location of such equipment; and (4) a seat belt cutter for use in an emergency evacuation and a sign indicating its location.

(e) Each agency providing transportation services must ensure that any auxiliary seating, such as temporary or folding jump seats, used in vehicles of any type providing such services are built into the vehicle by the manufacturer as part of its standard design, are maintained in proper working order, and are inspected as part of the annual inspection required under Sec. 1310.13(a) of this subpart.

(f) Each agency providing transportation services must ensure that all accidents involving vehicles that transport children receiving such services are reported in accordance with applicable State requirements.

(g) Each agency must ensure that children are only released to a parent or legal guardian, or other individual identified in writing by the parent or legal guardian. This regulation applies when children are not transported and are picked up from the classroom, as well as when they are dropped off by a vehicle. Agencies must maintain lists of the persons, including alternates in case of emergency, and up-to-date child rosters must be maintained at all times to ensure that no child is left behind, either at the classroom or on the vehicle at the end of the route.

1310.11 Child Restraint

Systems.

Effective January 20, 2004, each agency providing transportation services must ensure that each vehicle used to transport children receiving such services is equipped for use of height- and weight appropriate child safety restraint systems.

1310.12 Required use of School

Buses or Allowable Alternate

Vehicles.

(a) Effective January 18, 2006, each agency providing transportation services must ensure that children enrolled in its program are transported in school buses or allowable alternate vehicles that are equipped for use of height- and weight appropriate child restraint systems, and

that have reverse beepers. As provided in 45 CFR 1310.2(a), this paragraph does not apply to transportation services to children served under the home-based option for Head Start and Early Head Start.

(b) Effective February 20, 2001, each Head Start and Early Head Start agency receiving permission from the responsible HHS official to purchase a vehicle with grant funds for use in providing transportation services to children in its program or a delegate agency's program must ensure that the funds are used to purchase a vehicle that is either a school bus or an allowable alternate vehicle and is equipped

(1) for use of height- and weight appropriate child restraint systems; and

(2) with a reverse beeper.

(c) as provided in 45 CFR 1310.2(a), paragraph.

(b) of this section does not apply to vehicles purchased for use in transporting children served under the home-based option for Head Start and Early Head Start.

1310.13 Maintenance of vehicles.

Each agency providing transportation services must ensure that vehicles used to provide such services are maintained in safe operating condition at all times. The organization operating the vehicle must establish and implement procedures for:

(a) a thorough safety inspection of each vehicle on at least an annual basis through an inspection program licensed or operated by the State;

(b) systematic preventive maintenance on such vehicles; and

(c) daily pre-trip inspection of the vehicles by the driver.

1310.14 Inspection of new vehicles at the time of delivery.

Each agency providing transportation services must ensure that bid announcements for school buses and allowable alternate vehicles for use

in transporting children in its program include

the correct specifications and a clear statement of the vehicle's intended use. Such agencies must ensure that there is a prescribed procedure for examining such vehicles at the time of delivery to

ensure that they are equipped in accordance with the bid specifications and that the manufacturer's certification of compliance with the applicable FMVSS is included with the vehicle.

1310.15 Operation of vehicles.

Each agency providing transportation services, either directly or through an arrangement with another organization or an individual, to children enrolled in its program must ensure that:

(a) On a vehicle equipped for use of such devices, any child weighing 50 pounds or less is seated in a child restraint system appropriate to the height and weight of the child while the vehicle is in motion.

(b) Baggage and other items transported in the passenger compartment are properly stored and secured and the aisles remain clear and the doors and emergency exits remain unobstructed at all times.

(c) Effective January 20, 2004, there is at least one bus monitor on board at all times, with additional bus monitors provided as necessary, such as when

needed to accommodate the needs of children with disabilities. As provided in 45 CFR 1310.2(a), this paragraph does not apply to transportation services to children served under the home-based option for Head Start and Early Head Start.

(d) Except for bus monitors who are assisting children, all vehicle occupants must be seated and wearing height- and weight-appropriate safety restraints while the vehicle is in motion.

1310.16 Driver qualifications.

- (a) Each agency providing transportation services must ensure that persons who drive vehicles used to provide such services, at a minimum:
- (1) in States where such licenses are granted, have a valid Commercial Driver's License (CDL) for vehicles in the same class as the vehicle the driver will operating; and
 - (2) meet any physical, mental, and other requirements established under applicable law or regulations as necessary to perform job-related functions with any necessary reasonable accommodations.
- (b) Each agency providing transportation services must ensure that there is an applicant review process for use in hiring drivers, that applicants for driver positions must be advised of the specific background checks required at the time application is made, and that there are criteria for the rejection of unacceptable applicants. The applicant review procedure must include, at minimum:
- (1) all elements specified in 45 CFR 1304.52(b), with additional disclosure by the applicant of all moving traffic violations, regardless of penalty;
 - (2) a check of the applicant's driving record through the appropriate State agency, including a check of the applicant's record through the National Driver Register, if available in the State;
- and
- (3) after a conditional offer of employment to the applicant and before the applicant begins work as a driver, a medical examination, performed by a licensed doctor of medicine or osteopathy, establishing that the individual possesses the physical ability to perform any job related functions with any necessary accommodations.
- (c) As provided in 45 CFR 1310.2(a), this section does not apply to transportation services to children served under the home-based option for Head Start and Early Head Start.

1310.17 Driver and bus monitor training.

- (a) Each agency providing transportation services must ensure that persons employed to drive vehicles used in providing such services will have received the training required under paragraphs
- (b) and (c) of this section no later than 90 days after the effective date of this section as established by Sec. 1310.2 of this part. The agency must ensure that drivers who are hired to drive vehicles used in providing transportation services after the close of the 90 day period must receive the training required under paragraphs (b) and (c) prior to transporting any child enrolled in the agency's program. The agency must further ensure that at least annually after receiving the training required under paragraphs (b) and (c), all drivers who drive vehicles used to provide such services receive the training required under paragraph (d) of this section.
- (b) Drivers must receive a combination of classroom instruction and behind-the wheel instruction sufficient to enable each driver to:
- (1) operate the vehicle in a safe and efficient manner;
 - (2) safely run a fixed route, including loading and unloading children, stopping at railroad crossings and performing other specialized driving maneuvers;
 - (3) administer basic first aid in case of injury;
 - (4) handle emergency situations, including vehicle evacuation procedures;
 - (5) operate any special equipment, such as wheelchair lifts, assistance devices or special occupant restraints;
 - (6) conduct routine maintenance and safety checks of the vehicle; and
 - (7) maintain accurate records as necessary.
- (c) Drivers must also receive instruction on the topics listed in 45 CFR 1304.52(k)(1), (2) and (3)(i) and the provisions of the Head Start Program Performance Standards for Children with Disabilities (45 CFR 1308) relating to transportation services for children with disabilities.

(d) Drivers must receive refresher training

courses including the topics listed in paragraphs (b) and (c) of this section and any additional necessary training to meet the requirements applicable in the State where the agency operates.

(e) Each agency providing transportation services must ensure that drivers who transport children receiving the services qualify under the applicable driver training requirements in its State.

(f) Each agency providing transportation services must ensure that:

(1) the annual evaluation of each driver of a vehicle used to provide such services includes an on-board observation of road performance; and

(2) before bus monitors assigned to vehicles used to provide such services begin their duties, they are trained on child boarding and exiting procedure, use of child restraint systems, any required paperwork, responses to emergencies, emergency evacuation procedures, use of special equipment, child pick-up and release procedures and pre- and post-trip vehicle check.

Subpart C--Special

Requirements

1310.20 Trip routing.

(a) Each agency providing transportation services must ensure that in planning fixed routes the safety of the children being transported is the primary consideration.

(b) The agency must also ensure that the following basic principles of trip routing are adhered to:

(1) The time a child is in transit to and from the Head Start or Early Head Start program must not exceed one hour unless there is no shorter route available or any alternative shorter route is either unsafe or impractical.

(2) Vehicles must not be loaded beyond the maximum passenger capacity at any time.

(3) Vehicles must not be required to back up or make "U" turns, except when necessary for reasons of safety or because of physical barriers.

(4) Stops must be located to minimize traffic disruptions and to afford the driver a good field of view in front of and behind the vehicle.

(5) When possible, stops must be located to eliminate the need for children to cross the street or highway to board or leave the vehicle.

(6) If children must cross the street before boarding or after leaving the vehicle because curbside drop off or pick up is impossible, they must be escorted across the street by the bus monitor or another adult.

(7) Specific procedures must be established for use of alternate routes in the case of hazardous conditions that could affect the safety of the children who are being transported, such as ice or water build up, natural gas line breaks, or emergency road closing. In selecting among alternatives, transportation providers must choose routes that comply as much as possible with the requirements of this section.

1310.21 Safety education.

(a) Each agency must provide training for parents and children in pedestrian safety. The training provided to children must be developmentally appropriate and an integral part of program experiences. The need for an adult to accompany a preschool child while crossing the street must be emphasized in the training provided to parents and children. The required transportation and pedestrian safety education of children and parents, except for the bus evacuation drills required by paragraph (d) of this section, must be provided within the first thirty days of the program year.

(b) Each agency providing transportation services, directly or through another organization or an individual, must ensure that children who receive such services are taught:

(1) safe riding practices;

(2) safety procedures for boarding and leaving the vehicle;

(3) safety procedures in crossing the street to and from the vehicle at stops;

(4) recognition of the danger zones around the vehicle; and

(5) emergency evacuation procedures, including participating in an emergency evacuation drill conducted on the vehicle the child will be riding.

(c) Each agency providing transportation services must provide training for parents that:

(1) emphasizes the importance of escorting their children to the vehicle stop and the importance of reinforcing the training provided to children regarding vehicle safety; and

(2) complements the training provided to their children so that safety practices can be reinforced both in Head Start and at home by the parent. (d) Each agency providing transportation services must ensure that at least two bus evacuation drills in addition to the one required under paragraph (b)(5) of this section are conducted during the program year.

(e) Each agency providing transportation services must develop activities to remind children of the safety procedures. These activities must be developmentally appropriate, individualized and be an integral part of the Head Start or Early Head Start program activities.

1310.22 Children with disabilities.

(a) Effective January 18, 2006 each agency must ensure that there are school buses or allowable alternate vehicles adapted or designed for transportation of children with disabilities available as necessary to transport such children enrolled in the program. This requirement does not apply to the transportation of children receiving home-based services unless school buses or allowable alternate vehicles are used to transport the other children served under the home-based option by the grantee. Whenever possible, children with disabilities must be transported in the same vehicles used to transport other children enrolled in the Head Start or Early Head Start program.

(b) Each Head Start, Early Head Start and delegate agency must ensure compliance with the Americans with Disabilities Act (42 U.S.C. 12101 et seq.), the HHS regulations at 45 CFR part 84, implementing Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and the Head Start Program Performance Standards on Services for Children with Disabilities (45 CFR part 1308) as they apply to transportation services.

(c) Each agency must specify any special transportation requirements for a child with a disability when preparing the child's Individual Education Plan (IEP) or Individual Family Service Plan (IFSP), and ensure that in all cases special transportation requirements in a child's IEP or IFSP are followed, including:

(1) special pick-up and drop-off requirements;

(2) special seating requirements;

(3) special equipment needs;

(4) any special assistance that may be required; and

(5) any special training for bus drivers and monitors.

1310.23 Coordinated transportation.

(a) Each agency providing transportation services must make reasonable efforts to coordinate transportation resources with other human services agencies in its community in order to control costs and to improve the quality and the availability of transportation services.

(b) At a minimum, the agency must:

(1) identify the true costs of providing transportation in order to knowledgeably

compare the costs of providing transportation directly versus contracting for the service;

(2) explore the option of participating in any coordinated public or private transportation systems existing in the community; and

(3) where no coordinated public or private non-profit transportation system exists in the community, make every effort to identify other human services agencies also providing transportation services and, where reasonable, to participate in the establishment of a local transportation coordinating council.

Attachment “B”

NON-COLLUSION CERTIFICATION

I, of (Firm Name) being duly sworn, do depose and state:

- a) the prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered,
- b) the prices in this offer have not and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract award unless otherwise required by law,
- c) no attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit an offer for the purpose of restricting competition; and
- d) that the bidder has not otherwise, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bids in connection with such contract.

(Signature)

(Title)

(Business Name)

(Date)

Notary/Acknowledgement

The foregoing instrument was acknowledged before me this ____ day of _____, 2014
by [name] as _____ [title] of [name of firm], on behalf of the corporation/company.

Notary Public for the State of _____
Commission Expiration Date _____

Attachment “C”

CERTIFICATIONS FORM

On behalf of the offeror:

- A. The individual signing certifies that he/she is authorized to contract on behalf of the offeror.
- B. The individual signing certifies that the offeror is not involved in any agreement to pay money or other considerations for the execution of this agreement, other than that to an employee of the offeror.
- C. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.
- D. The individual signing certifies that the prices quoted in this proposal will be held in confidence until an award has been announced.
- E. The individual signing certifies that he/she has read and understands the information and requirements of the Request for Proposal.
- F. The individual signing certifies that the firm or any individuals assigned to the contract has not been debarred or suspended from doing work with any local, state or federal government organization.
- G. The offeror certifies that the responding company/firm is;
 - 1. _____ Woman-Owned Enterprise
 - 2. _____ Minority- Owned Firm
 - 3. _____ Small Business
 - 4. _____ Large Business

Dated this _____ day of August, 2014

Printed Name of Company/Firm

Signature of Offeror’s Representative

Printed Name and Title of Individual Signing