COMMUNITY ACTION PIONEER VALLEY

HEAD START & EARLY LEARNING PROGRAMS

TRANSPORTATION BID SPECIFICATIONS

Community Action Pioneer Valley / Head Start & Early Learning Programs (CAPV/HSELP) seeks qualified bidders to provide transportation services to/from Head Start/Early Head Start childcare centers in Franklin and Hampshire Counties in accordance with Head Start and the Commonwealth of Massachusetts Department of Early Education and Care (EEC) regulations. Services will commence September 5, 2019.

Children are enrolled in a variety of program options and need transportation based on the program they are enrolled in. Children enrolled in full-day/full-year slots need to be in care a minimum of six hours per day, part-day slots are enrolled for four hours per day as per the schedule below, and the North Orange site operates six hours per day. Full-day/full-year operates year-round and an annual calendar will be provided to the Contractor. Part-day programs operate a minimum of 160 days per program year, typically during the period of September to May, and the North Orange site operates 170 days per program year, between September and June.

Optimally, full-day transported children will arrive at their program site between 7:30 a.m. and 9:00 a.m. and depart between 2:30 p.m. and 4:00 p.m. each day. Part-day and North Orange site children should arrive and depart at site based on program hours listed in the below table:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Site Information | Program Hours | Program Type | Age of Participants | Estimated # of Children Needing Services |
| 168 Athol Rd., Orange, MA | 8:30-2:30 | Extend-Day/Extended -Year– Center | 2.9 to 5 years old | 12-14 |
| 34 Central St., Turners Falls, MA | 7:30-5:30 | Full-Day/Full-Year – Center | 6 weeks to 3 years | 5-8 |
| 110 G St., Turners Falls, MA | 7:30-5:30 | Full-Day/Full-Year – Center | 2.9 to 5 years old | 10-12 |
| 110 G St., Turners Falls, MA | 8:30-12:30 | Part-Day – Center | 2.9 to 5 years old |
| 86 Washington St., Greenfield, MA | 7:30-5:30 | Full-Day/Full-Year – Center | 2.9 to 5 years old | 10-12 |
| 86 Washington St., Greenfield, MA | 8:00-12:00 | Part-Day – Center | 2.9 to 5 years old |
| 8 Vladish Ave., Turners Falls, MA | 6:00-4:00 | Full-Day/Full-Year – Family CC | 2 to 5 years old | 3-4 |
| 28 Colrain St., Greenfield, MA | 6:15-4:15 | Full-Day/Full Year – Family CC | 6 weeks to 5 years | 3-4 |
| 56 Vernon St., Northampton, MA | 7:30-5:30 | Full-Day/Full Year – Center | 6 weeks to 5 years | 12-15 |
| 75 Barrett St., Northampton, MA | 7:00-5:00 | Full-Day/Full Year – Family CC | 2 to 5 years old | 3-4 |
| 495 Burts Pit Rd., Florence, MA | 7:30-7:30 | Full-Day/Full Year – Family CC | 6 weeks to 5 years | 3-4 |
| 61 Strong St., Amherst, MA | 7:30-5:30 | Full-Day/Full-Year | 6 weeks to 5 years | 12-15 |

Note: Each individual child may not exceed 45 minutes on bus, per state regulation. CAPV/HSELP will provide a Bus Monitor on each route proposed.

Contractors may bid on all or part of the invitations.

1. **LENGTH OF CONTRACT:**

The Contract will take effect on September 1, 2019 with the first day of service on September 5, 2019. The Contract will be effective for a period of one year with an option to renew for an additional four years. Future contract prices must be negotiated and established no later than June 30 of each year.

The Contract will be terminable at any time by mutual agreement of both parties. CAPV/HSELP will reserve the right to terminate the Contract if the provisions of the Contract are not faithfully observed by the Contractor and when such termination is deemed by CAPV/HSELP to be in the best interest of CAPV/HSELP and/or its clients. All Contracts are contingent upon available funding, and CAPV/HSELP will reserve the right to terminate any Contract in the event such funding becomes unavailable.

2. **SCHEDULE:**

CAPV/HSELP and the Contractor will schedule transportation for clients in accordance with the individual needs of the program and clients. Regular route monitoring and discussions will occur between CAPV/HSELP Transportation Supervisor and the Contractor to ensure that existing routes and schedules are operating in the best interest of clients and the program. Regular and ongoing communication between CAPV/HSELP staff and the Contractor will be required in order to monitor and implement changes in transportation routes to assure efficiency and cost effectiveness in the delivery of transportation services. **CAPV/HSELP reserves the right to reject any or all proposed routes based on funding and/or shifts in enrollment.**

Massachusetts mandates that a child’s bus ride may not exceed 45 minutes each way and all bus routes must adhere to this requirement. Bus routing and schedules may change often as enrollment shifts occur and program needs change. The Driver will adhere as closely as possible to the established pick-up and drop off schedule. Any circumstances which cause an unavoidable delay or in any way interfere with the proper performance of the scheduled trip must be discussed with the CAPV/HSELP Bus Monitor and reported to the CAPV/HSELP Transportation Supervisor as soon as possible.

When possible, bus stops must be located so as to eliminate the need for children to cross the street to board or exit the bus. If a child must cross the street before boarding or after exiting the bus, the Bus Monitor or another adult must escort them. 45 CFR §§ 1303.73 (b)(5) and (6).

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-73-trip-routing>

3. **EQUIPMENT and CHILD RESTRAINT SYSTEMS:**

The Contractor shall provide all transportation services under the Contract using school buses which conform to all applicable federal and state laws and regulations, including Commonwealth of Massachusetts Registry of Motor Vehicles regulations, EEC regulations set forth at 606 CMR 7.13 (Transportation), and Head Start Regulations set forth at 45 CFR § 1303.71 (Transportation Subpart F).

All school buses used for transportation under the Contract must be equipped at a minimum with:

* A clearly-labeled emergency two-way communication system
* Appropriate emergency safety equipment, including a seat belt cutter, charged fire extinguisher, body fluid kit, and first aid kit
* Child restraint systems and/or seatbelts appropriate to the child’s age, height, and weight for all transported children
* Back up beeper system

**The above list is not necessarily exhaustive. It is the Contractor’s responsibility to ensure that all vehicles used for transportation are in full compliance with all applicable state and federal laws and regulations.**

Child restraint systems and/or seat belts, which are required for all transported children, will be provided by CAPV/HSELP. It will be the Contractor’s responsibility to properly install and secure these restraint systems onto each vehicle used for transportation. The Contractor will also be responsible for reporting any damaged or expired restraint systems to the CAPV/HSELP Transportation Supervisor. CAPV/HSELP will be responsible for replacing all damaged and expired child restraint systems.

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-71-vehicles>

4. **DRIVER QUALIFICATIONS**

In accordance with 606 CMR 14.08, all contracted Drivers who drive for EEC-funded programs must submit to a Background Record Check (BRC) which includes Criminal Offender Record Information (CORI), a Department of Children and Families (DCF) background check, Sex Offender Registry Information (SORI), and a fingerprinting-based national and state criminal history check. BRC, including the fingerprinting-based national and state criminal history, must be completed at least every three years during the Contract period.

As provided in the Community Action Pioneer Valley Personnel Handbook, Contractors are required to perform background checks on all employees who may have unsupervised contact with children, and must provide CAPV/HSELP with written assurances of compliance prior to commencing contracted-for work for CAPV/HSELP.

All Drivers must be careful, competent and in possession of a valid Massachusetts Commercial Driver’s License (CDL), and must meet all RMV requirements for the vehicle the Driver will be using. 45 CFR § 1303.72(b).

Prior to commencing work for CAPV/HSELP, the Contractor must provide a copy of the following for each potential driver:

* CDL
* School Bus Certificate
* Proof of annual Department of Transportation (DOT) physical
* Evidence of Tuberculosis Assessment, and proof of Measles, Mumps, and Rubella (MMR) immunization or titer
* Completed BRC through the EEC (including CORI, DCF, SORI, and fingerprints)
* Interview and reference checks
* Orientation completed by the CAPV/HSELP Transportation Supervisor
* Trainings as indicated in section 11
* Review of CAPV/HSELP Confidentiality and Code of Conduct Policies

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-72-vehicle-operation>

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1302-93-staff-health-wellness>

5. **CUSTOMER SERVICE:**

Bus Drivers and all Transportation Personnel must treat clients, staff, and providers with respect and in a professional manner at all times, with particular sensitivity to the needs of our clients. CAPV/HSELP will reserve the right to demand that any Driver whose behavior negatively affects the CAPV/HSELP staff or families be removed from the route. It is our expectation that all Drivers will keep a positive attitude while working with our clients, staff, and providers.

In the event a Driver encounters any difficulties (such as behavioral issues, verbal threats, safety concerns, etc.) with children, staff or parents, the Driver shall immediately report all relevant particulars to the Contractor, who shall immediately notify CAPV/HSELP.

6. **INSURANCE:**

At all times during the term of the Contract, the Contractor shall maintain such public liability insurance as shall protect the Contractor from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under the Contract, whether such operations be by the Contractor itself or by any person employed by the Contractor. The amount of such insurance shall be as follows, or the amount required by law, whichever is higher:

A. Workers Compensation at statutory limits

B. Auto Liability: $5,000,000 combined single limit for bodily injury and property damage.
Non-owned and hired automobile coverage must also be included at the same limits at the primary coverage.

C. Combined General Liability: $1,000,000 per occurrence, $2,000,000 aggregate, with $10,000 per person for medical expenses.

The Contractor must list CAPV/HSELP as an additional named insured with respect to the Auto and General Liability coverage.

Bidders must submit with their bids a certificate or letter from an insurance company legally authorized to act within the Commonwealth of Massachusetts stating that the bidder is insurable to the extent required by these specifications.

On or before June 30 of each year of the Contract, the Contractor must furnish CAPV/HSELP with a certification of insurance to the effect that the insurance policies required under this section have been issued to the contract. The certificate must be in a form satisfactory to the CAPV/HSELP, and must include a 30-day cancellation clause for the above containing 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 the business office of Community Action Pioneer Valley / Head Start & Early Learning Programs at least 30 days prior to the intended date of cancellation, change or revision, by postage pre-paid certified mail.”

Failure to provide and continue in force the required insurance shall constitute a material breach of the Contract and shall be cause for immediate termination thereof.

The Contractor shall agree to indemnify and hold CAPV/HSELP harmless from any and all costs, expenses, losses, liability, damages or claims for damages, including costs associated with defending any action on account of any injury, including death, to any person or persons arising from the services provided under the Contract, or from any act, omission or negligence of the Contractor, its agents or employees. The foregoing provisions shall not be deemed to be released, waived or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

7. **ACCIDENTS:**

All accidents involving CAPV/HSELP clients or staff are to be reported immediately to the CAPV/HSELP Transportation Supervisor. CAPV/HSELP must immediately be provided with the names of all children on the bus so that parents can be notified in a timely manner and follow CAPV/HSELP procedures in the event of an accident. The Driver must also file a written report with CAPV/HSELP within 24 hours of any incident, and comply with any other applicable state and federal requirements.

8. **CHILDREN WITH DISABILITIES:**

School buses should be adapted or designed for transportation of children with disabilities and available as necessary to transport such children enrolled in our program. Whenever possible, children with disabilities must be transported in the same vehicles used to transport other children enrolled in our programs. The Contractor must ensure compliance with the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.

The Contractor will be given a special transportation requirement plan for any child with a disability. This plan may be an Individual Education Plan (IEP) or Individual Family Service Plan (IFSP) if applicable, and the Contractor working with CAPV/HSELP staff must ensure that in all cases special transportation requirements in a child’s IEP or IFSP are followed. These may include: special pick-up or drop off, special seating requirements, special equipment needs, special assistance that may be required, and any special training for Drivers or Bus Monitors that may be necessary for safe transporting. CAPV/HSELP will work closely with the Contractor to meet this Head Start Regulation requirement. 45 CFR §§ 1303.75 (a) and (b).

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-75-children-disabilities>

9. **SUPERVISION OF CHILDREN:**

CAPV/HSELP will provide a Bus Monitor for each vehicle transporting children under the Contract. Children must be properly secured and supervised at all times while being transported. Children will be released only to parents with physical custody or to other authorized persons as designated by prior arrangement with CAPV/HSELP and/or listed on the Release of Child form. Adults with custody may remove a child off the bus without a signed release. All other adults (such as non-custodial parents, step-parents, older siblings aged 16 and above, grandparents, friends and neighbors) must be listed on the Release of Child form in order for a child to be released into their care. Parents and other authorized persons who are listed on the Release of Child form must show suitable photo identification before a child will be released to them, until such time as they are recognizable by the transportation staff. Children shall not be released to any unauthorized person. In the event no authorized person is present to receive a child, that child shall be returned to the designated location, and the Contractor and Bus Monitor shall immediately notify the appropriate staff person of the situation. Children should leave the school bus only under supervision of an authorized adult.

10. **CONFIDENTIALITY/CODE of CONDUCT:**

In the course of delivery of transportation services under the Contract, any information gained regarding CAPV/HSELP clients is considered confidential and may only be shared with the CAPV/HSELP Transportation Supervisor and/or designated staff person**.** Transportation staff will be expected to respect the privacy of all clients served, and to follow the CAPV/HSELP Code of Conduct policy.

It is imperative that all staff maintain politeness and an appreciation of the importance of keeping confidential all information concerning clients, even though some such information may become a matter of public record or reported by the media.

11. **TRAINING:**

The Contractor and CAPV/HSELP will provide appropriate training for Drivers, specific to the safe and respectful transportation of young children in accordance with Head Start regulations. All Drivers are required to attend at least one annual training facilitated by CAPV/HSELP. Transportation training shall be scheduled between Contractor and the CAPV/HSELP Transportation Supervisor.

In addition, and on an annual basis, each Driver must participate in the Transporting Children training module on the EEC website and provide CAPV/HSELP with a certificate of completion. Annually, drivers will be required to review the CAPV/HSELP Transportation Plan, Policies and Procedures and sign off on receipt of the documents. These documents must be furnished to CAPV/HSELP on an annual basis in order to comply with state licensing standards.

Also, prior to providing any transportation services under the Contract, Drivers will be given a copy of 606 CMR 7.13 (Transportation) and EEC Financial Assistance Policy Guide, Appendix E (Transportation) and will be required to sign an acknowledgement of receipt of these documents.

The Contractor must conduct three bus evacuation drills at each childcare center during the program year. CAPV/HSELP staff may observe these drills for training purposes. 45 CFR §§ 1303.74 (a) and (b).

<https://eclkc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-74-safety-procedures>

All Drivers will be encouraged to maintain a current certificate in CPR and First Aid.

12. **PAYMENT:**

The Contractor must submit an itemized bill for services rendered under the Contract to the CAPV/HSELP Business Office at regular intervals and at least once per month. Itemized bills shall include: Month/Dates of Service; Route Name and Number; and Miles per Day and Cost.

13. **CONTRACT PRICE INCLUDES:**

The Contract price shall include the costs of gasoline, garaging, oil, grease, repairs, Driver wages, taxes, fee, licenses, permits, certificates, insurance costs, bond costs, and other such charges as are necessary in connection with the contracted-for work and to keep the school buses properly equipped and in good operating condition at all times. No payment in addition to the Contract price shall be made to the Contractor by CAPV/HSELP at any time.

14.  **CONTRACT PRICE INCREASES:**

The total sum of all Contract price increases may not exceed 10% of the Contract price over the course of the year.