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February 12, 2019

RE: Pupil Transportation Services

Dear Sir/Madam:

The YWCA St. Louis Head Start Program invites you to submit a proposal for providing Pupil Transportation Services for one program year from 2019 to 2020, beginning August 1, 2019 and ending on July 31, 2020, as described in the contract. The right company will have previous experience in transporting children age's three to five and the ability to meet federal regulations for transporting Head Start children. See the table of contents for a complete listing of items in this package.

To receive consideration, sealed bids must be returned to the YWCA St. Louis Head Start Office at 1911 Beltway Drive, Overland, MO 63114, no later than 1:00 PM, Friday, February 22, 2019. At least three references must be included with the bid.

Bid opening will be held at the YWCA St. Louis Head Start Office at 1911 Beltway Drive, Overland, MO 63114 on Friday, March 1, 2019 at 1:00 P.M.

Should you require additional information or instructions, please contact Daniel Futrell, Transportation Specialist, at (314) 427-4940, ext. 1021.

The YWCA St. Louis Head Start Program reserves the right to reject any or all bids and to waive technicalities.

Sincerely,

Daniel Futrell
Transportation Specialist
February 12, 2019

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I. INTRODUCTION

A. Purpose
The Head Start Program of the YWCA of Metro St. Louis, hereinafter referred to as "YWCA," is seeking proposals from interested and qualified organizations and firms, hereinafter referred to as "Proposers" or "Contractors," to provide transportation services for children enrolled in the YWCA Head Start Program throughout the Metro St. Louis area. Awarded contract(s) will be fee-for-service agreement(s) for a one year period of August 1, 2019 through July 31, 2020. The number of awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements
Proposers must:

1. Have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.

2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.

3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

4. Meet other presentation and participation requirements listed in this Request for Proposal (RFP).

C. Proposal Conference
Proposers are encouraged to attend the non-mandatory Proposal Conference to be held at: 1:00 P.M., Friday, March 1, 2019.

Head Start of Metro St. Louis
Conference Room
1911 Beltway Drive
Overland, Missouri 63114
D. Correspondence

All correspondence, including questions and proposals, must be submitted to:

Mr. Daniel Futrell
YWCA Head Start Central Office
1911 Beltway Drive
St. Louis, MO 63114
(314) 427- 4940
dfutrell@ywcastlouis.org

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the YWCA’s contact, may other YWCA staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Question and Answer Period

All questions relating to this RFP must be submitted in writing via e-mail, fax or mail to the contact listed in Paragraph D of this Section. Questions should be clear and concise and include references to sections of the RFP when applicable. The deadline to submit questions is 1:00 p.m., Friday, February 15, 2019.

Answers to written questions will be compiled into one document and distributed to all bidders on Wednesday, February 20, 2019 via e-mail.

F. Request for Electronic Version of the RFP

An electronic version of the RFP can be requested at any time during the procurement time line by submitting an e-mail with the subject line of “Request for RFP HS Transportation” to Daniel Futrell at dfutrell@ywcastlouis.org.
G. Proposal Submission Time line and Deadline

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deadline for submission of questions</td>
<td>Friday, February 15, 2019</td>
</tr>
<tr>
<td>Deadline for submission of proposals</td>
<td>Friday, February 22, 2019</td>
</tr>
<tr>
<td>Proposal conference</td>
<td>Friday, March 1, 2019</td>
</tr>
<tr>
<td>Tentative date for mailing of award and denial letters</td>
<td>Friday, March 22, 2019</td>
</tr>
<tr>
<td>Tentative date for protests received by</td>
<td>Wednesday, March 20, 2019</td>
</tr>
<tr>
<td>Tentative date for awarding of contract</td>
<td>Monday, April 1, 2019</td>
</tr>
<tr>
<td>Date for start of contract</td>
<td>August 1, 2019</td>
</tr>
</tbody>
</table>

The above dates are subject to change at the discretion of the YWCA of Metro St. Louis.

All proposals must be received at the address listed in Paragraph D of this Section no later than 1:00 p.m. on Friday, February 22, 2019. Electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROCUREMENT CONDITIONS

A. Contingencies
Funding for this program is contingent on federal and state funding. The contract will terminate if funding is reduced or eliminated. This RFP does not commit the YWCA to award a contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The YWCA will award a contract based on the proposal that best meets the needs of the YWCA. The YWCA reserves the right to accept or reject any or all proposals if the YWCA determines it is in the best interest of the YWCA to do so. The YWCA will notify all Proposers, in writing, if the YWCA rejects all proposals.

B. Modifications
The YWCA has the right to issue addenda to, or terminate, this procurement process at any time.
C. Proposal Submission
To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time. All proposals and materials submitted become the property of the YWCA.

D. Inaccuracies or Misrepresentations
If in the course of the RFP process or in the administration of a resulting contract, the YWCA determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the YWCA, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated. In the event of a termination under this provision, the YWCA is entitled to pursue any available legal remedies.

E. Incurred Costs
This RFP does not commit the YWCA to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Proposal Confidentiality
Proposers should be aware that proposal responses are subject to the Missouri Sunshine Laws. If any Proposer's proposal contains trade secrets or other information, which is proprietary by law, the Proposer must notify the YWCA of its request to keep that information confidential, in accordance with Section IX below.

G. Negotiations
The YWCA may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service
For any contract awarded as a result of the RFP, no minimum or maximum number of transactions can be guaranteed by the YWCA.

III. PROGRAM REQUIREMENTS
A. Definitions
1. Administration for Children and Families (ACF) - The Federal Agency that provides funding and guidelines for the operation of the Head Start program.

2. Bus Monitor - 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.
3. **Contractor** - The Proposer selected to enter into an agreement with the City/County to provide services (Proposer must have a permit to operate business with City/County for which services are provided).

4. **Field Trips** - An off school grounds trip for children taken during regular operating hours and requiring transportation.

5. **Full Day Program** - Head Start classes that operate between 230 days. Sessions are for six (6) hours or more.

6. **Head Start** - A comprehensive child development program which serves children from birth to age 5, children with disabilities, pregnant women, and their families. It is a child focus program with the overall goal of increasing the social competence and school readiness of young children in low-income families.

7. **Head Start Program Performance Standards** - Rules and regulations governing the federally funded Head Start program.

8. **Department of Health and Human Services (DHHS)** - Oversees the eight Human Services Departments and fosters concern for social programs within the County and communities as a whole.

9. **Live time** - Live time will be computed from initial point of pickup to last point of debarkation at school in the morning and afternoon.

10. **Half Day Program** - Head Start classes that operate 230 days, with five and one-half hour sessions. Session will operate once daily from 8:30 AM to 1:00 PM.

11. **Program Monitoring** - Head Start Program Performance Standards require an ongoing monitoring system for program operations and an annual program self-assessment to determine that contracted vendors are adhering to the Head Start performance requirements.

12. **Request for Proposal (RFP)** - The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
B. Reference Documents

Below are listed reference documents that each proposer must be familiar with. Proposers are responsible for accessing and understanding relevant sections of these program requirements.


12. Davis Bacon Act (40 USC section 276a to 276a-7)
https://www.dol.gov/whd/govcontracts/dbra.htm

13. Copeland Act (40 USC section 276c) and 18 USC section 874)
https://www.dol.gov/whd/regs/statutes/copeland.htm

14. Contract Work Hours and Safety Standards Act (40 USC section 327-333)
https://www.dol.gov/whd/govcontracts/cwhssa.htm

C. Background

YWCA of Metro St. Louis Head Start Services
The YWCA has operated the Head Start Program in the St. Louis Metropolitan area since 1991. The program provides comprehensive child development services to low income preschool aged children, pregnant women, and their families. One of the services provided to children enrolled is limited transportation to various Head Start Centers throughout the designated service area.
D. Site Listing

Head Start transportation needs are as follows:

<table>
<thead>
<tr>
<th>CENTER</th>
<th># To be Transported</th>
<th>Proposed Number of Buses Needed</th>
<th>Proposed Date to start transportation</th>
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<tr>
<td>Betty J. Robinson</td>
<td>20</td>
<td>1</td>
<td>9-16-19</td>
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<tr>
<td>4146 Garfield</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Louis, MO 63113</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>North County</td>
<td>40</td>
<td>2</td>
<td>9-16-19</td>
</tr>
<tr>
<td>10725 Verhof</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Louis, MO 63136</td>
<td></td>
<td></td>
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<tr>
<td>Overland</td>
<td>20</td>
<td>1</td>
<td>9-16-19</td>
</tr>
<tr>
<td>2210 North Warson</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>St. Louis, MO 63114</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pagedale</td>
<td>20</td>
<td>1</td>
<td>9-16-19</td>
</tr>
<tr>
<td>1436 Ferguson</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pagedale, MO 63133</td>
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<tr>
<td>Pine Lawn</td>
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<td>9-16-19</td>
</tr>
<tr>
<td>4100 Peyton Ave.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Louis, MO 63121</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>South County Center</td>
<td>40</td>
<td>2</td>
<td>9-16-19</td>
</tr>
<tr>
<td>4974 Hesse Road</td>
<td></td>
<td></td>
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<tr>
<td>St. Louis, MO 63123</td>
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<td></td>
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<tr>
<td>West Florissant</td>
<td>20</td>
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<tr>
<td>4632 W. Florissant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>St. Louis, MO 63115</td>
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<td></td>
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</tbody>
</table>

NOTE: YWCA Head Start reserves the right to increase or decrease the number of buses actually needed, depending on the routes, and additional centers.
ST. LOUIS HEAD START CENTERS
TRANSPORTATION BOUNDARIES ARE AS FOLLOWS:

YWCA will assist in developing economical routes.

Betty J. Robinson: West of Grand

North County: Cities of Dellwood, portions of Ferguson, Moline Acres, Calverton Park, Florissant, portions of Hazelwood, Bellefontaine Neighbors, Black Jack, Spanish Lake, Riverview, portions of Jennings


Pagedale: Cities of Pagedale, University City, Wellston, Hanley Hills, Hillsdale, Vinita Park, Vinita Terrace, Bel-Nor, Bel-Ridge, Pasadena Park, Pasadena Hills, Uplands Park, portions of Normandy

Pine Lawn: Cities of Pine Lawn, Northwoods and portions of Normandy

South County: Cities of Affton, Bella Villa, Concord, Mehlville, Oakville and Shrewsbury, portions of St. Louis City zip codes 63111 & 63116

West Florissant: West of Grand
F. Program Description

1. Program Objective - The successful Proposer shall provide the following:
   a. Transportation of children enrolled in YWCA Head Start Program from
designated pick up points to various preschool sites throughout the St. Louis City
and County to YWCA Centers and on field trips.
b. Furnish, operate and adequately maintain school buses, per the regulations of
the State of Missouri, to provide requested transportation.
c. Hire and provide training to bus monitors that meet Head Start Performance
Standards (45 C.F.R. 1303 Subpart F - Transportation - 1303.70) and be in
compliance with the Federal Motor Vehicle Safety Standard (FMVSS). See the
two (2) links below for further information:

   https://ecirc.ohs.acf.hhs.gov/policy/45-cfr-chap-xiii/1303-subpart-f-
   transportation
   https://www.nhtsa.gov/sites/nhtsa.dot.gov/files/fmvss-quickrefguide-
hss811439.pdf

2. Program Requirements

Successful Proposer (Contractor) shall:
a. Meet requirements and deadlines as imposed by the Department of Health
and Human Services Administration for Children and Families governing
transportation (45 C.F.R. 1303 Subpart F - Transportation - 1303.70 (2016).
This includes:
   1. 1303.70 - Purpose
   2. 1303.71 - Vehicles
   3. 1303.72 - Vehicle Operation
   4. 1303.74 - Safety Procedures
   5. 1303.75 - Children with Disabilities

Section III D. and E. of this RFP provide the location of Head Start sites currently
offering transportation services.
b. Transport children from designated pickup points to the centers and returned
each day for morning and afternoon class sessions.
c. Secure and maintain all valid permits and licenses to include requirements of
the State of Missouri that are required by law in order to provide these services.
d. Provide regular and continuous formal safety instructions for all operating
personnel assigned to the contract.
e. Work cooperatively with YWCA staff to establish routes and schedules
conforming to the needs of the program.
f. Ensure that all records and reports related to the provisions of transportation to
Head Start/State Preschool children are available for YWCA program review,
evaluation, and audit, and will be maintained for a minimum of seven (7) years.
g. Report any injury accident involving children to the YWCA Director or
designee immediately.
h. Comply with procedures established by YWCA for boarding the children onto the bus and for returning children to the pickup point. Maintain an operational two-way communication system between each bus and Proposer's dispatch that meets state and local requirements (Statement does not indicate that State and local requirements for two-way communication exit but where applicable proposer will comply).

j. Provide backup transportation and an estimated reaction time in an emergency. Whenever a bus will be 10 minutes or more off its scheduled route, a verbal report shall be made to the Site Supervisor of the site served identifying the cause of delay, current location, and anticipated length of delay. If the length of delay changes, the updated information must be communicated to the Site Supervisor of the site served.

k. Report all incidents of children experiencing serious health, safety, or behavioral problems on the bus by telephone to the YWCA Transportation Specialist or designee immediately. In addition, submit a written incident report to YWCA Administration within three (3) working days.

l. Provide children developmentally appropriate safety training within 30 days of the start of the program year on safe riding practices, safety procedures for boarding and leaving the bus, safety procedures in crossing the streets, and emergency evacuation, including participation in an emergency drill conducted in the bus two times per year.

m. Ensure that bus drivers and monitors comply with MO 19 CSR 30-62.122 (page 15) which requires a chest x-ray or skin test within the past four years showing them to be free of active tuberculosis.

n. Comply with any increase or decrease in the number of routes and/or days required to accommodate the YWCA's transportation needs.

3. Performance Considerations

a. The YWCA shall not be obligated to pay for any services on those days when the sites are closed to ensure the health and safety of children, or for any other lawful reason, provided the YWCA has notified Contractor by telephone at least two (2) hours prior to the time of the first scheduled pickup that the site(s) are to be closed.

b. The number of routes and/or days required may be increased or decreased to accommodate the YWCA's transportation needs.

c. Contractor shall conduct dry-runs each time a route is changed or added. The cost of dry-runs shall be borne by the Contractor.

d. Damage resulting from nonperformance of services shall be affixed as follows: (SEE SAMPLE CONTRACT FOR DAMAGES SCHEDULE FOR NON-PERFORMANCE – assessment and notification to contractor regarding liquidating damages will be conducted monthly or as feasibly possible).

Contractor performed actions identified in Items a through d above triggers the requirement for payment of liquidated damages by the Contractor. The provisions with respect to liquidated damages of this section do not apply when delays are caused by conditions beyond the control of the Contractor, as determined by the YWCA.
IV. CONTRACT REQUIREMENTS

A. General
Contracts resulting from this RFP may include the terms contained below. If the Proposer has any objections to these terms, these objections must be addressed in the proposal or the objections will be deemed to have been waived.
1. Representation of the YWCA In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the YWCA.
2. Contract Assignability
The Contract is not assignable by Contractor either in whole or in part.
3. Subcontracting
Contractor agrees not to enter into any subcontracts for work contemplated under the Contract.
4. Contract Amendments
Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the required persons and organizations.
5. Conflict of Interest
Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the YWCA. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
Officers, employees, and agents of the YWCA are subject to applicable conflict of interest codes and State law. In the event that the YWCA determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by the YWCA and such conflict may constitute grounds for termination of the Contract.
6. Grievance Procedure (Grievance procedure is applicable to any person making a formal complaint related to contract vendor for services rendered to the YWCA Head Start Program including clients – Instructions relate to the actual Grievance Form – not included)
Contractor will ensure that staff are knowledgeable on the YWCA Complaint and Grievance Procedure (Section XII) and ensure that any complaints by recipients are referred to the YWCA in accordance with the procedure.
7. Confidentiality
Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor’s obligations under the Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.
8. Licenses and Permits
Contractor will ensure that it has all necessary licenses and permits as required by the laws of the United States, the State of Missouri, the YWCA and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify YWCA immediately of loss or suspension of any such licenses and permits.

9. Department of Justice Clearance or FBI background check
Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Missouri Revised Statutes Title XI section 210.903 Chapter 210 (Child Protection and Reformation). This includes licensed personnel who are not able to provide documentation of prior DOJ clearance. A copy of a license from the State of Missouri, which requires a DOJ clearance, is sufficient proof.

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.).

11. Americans with Disabilities Act
Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA) (42 U.S.C. section 12101 et. seq.)

12. Health and Safety
Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

13. Environmental Regulations
EPA Regulations - If the amount available to Contractor under the Contract exceeds $100,000, Contractor will agree to comply with the Clean Air Act (42 U.S.C. section 7401); section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738 [38 Fed. Reg. 25161 (Sept. 10, 1973)] and Environmental Protection Agency regulations (40 C.F.R. part 32). State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Missouri Code of Regulations, 10 CSR 10-5.385).

14. Debarment, Suspension, and Other Responsibility Matters
As required by Executive Order 12549 [51 Fed. Reg. 6370 (Feb. 18, 1986)] and Debarment and Suspension, And Other Responsibility Matters (45 C.F.R., section 76):
   a. The Contractor certifies that it:
      1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions (as defined at 45 C.F.R. section 76.200) by any federal department or agency;
      2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or
state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a) (2) of this certification; and
4) Have not within a three-year period preceding this proposal had one or more public transactions (federal, state, or local) terminated for cause or default; and where the Contractor is unable to certify as true any of the statements in this certification, he or she shall include an explanation in the proposal. Signing this agreement would indicate that you meet any of the requirements in Section IV & where Contractor is unable to certify as true any of the statements in this certification a written explanation must be included).

15. Invoices
Contractor will provide invoices once a month to YWCA no later than the tenth (10th) day of each month for the previous month’s services. The invoice must specify transportation site, transportation date, the number of buses.

16. Records
Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Said records shall be kept and maintained within the Metro St. Louis area. Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy. Contractors expending $500,000 or more in federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program’s fiscal records. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

17. Public Accessibility to vendor providing services via public transportation to vendor service location.
Contractor shall ensure that services provided are accessible by public transportation.

18. Notification
In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one working day, in writing and by telephone to the YWCA.

19. Copyright
YWCA shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures,
systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge the YWCA as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of YWCA. Copies of all educational and training materials, curricula, audiovisual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with YWCA prior to publication. Contractor shall receive written permission from YWCA prior to publication of said training materials.

20. Attorney Fees
Contractor agrees to bear its own attorneys’ fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under the Contract.

21. Contractor Primary Contact
The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify YWCA when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to YWCA inquiries within two (2) YWCA business days.

22. Change of Address
Contractor shall notify the YWCA in writing of any change in mailing address within ten (10) calendar days of the address change.

23. Recycled Paper Products
The Contractor will comply with Sec. 215.16 of the Resource Conservation and Recovery Act. Under the Act, any State agency or agency of a political subdivision of a State which is using appropriated Federal funds must comply with section 6002. Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the Environmental Protection Agency (EPA) (40 CFR parts 247-254). Accordingly, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines. The YWCA has also adopted the policy which requires Contractors to use both sides of the paper sheets for reports submitted to the YWCA whenever practicable (YWCA Financial Policy & Procedures Manual section 260-9).

24. Electronic Fund Transfer
Contractor may be required in the future to accept all payments from YWCA via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by YWCA required to process EFT payments.

25. Venue
The venue of any action or claim brought by any party to this Agreement will be the Superior Court of Missouri. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim
concerning this Agreement is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of Missouri.

26. Termination for Convenience
The YWCA for its convenience may terminate this Agreement in whole or in part upon thirty (30) calendar day's written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to YWCA and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

27. For those contracts in excess of $1,000,000, in accordance with MO SB 722 – this act creates the "Iran Energy Divestment Act" which bars entities that invest in the energy sector in Iran from making contracts in excess of $1 million with state and political subdivisions. Entities wishing to make public contracts shall certify that they are not investors in the energy sector in Iran. Upon a determination by the Attorney General, entities that falsely certify shall be subject to a penalty of $250,000. In addition, contracts shall be terminated and the entity shall be ineligible to bid on and enter into public contracts for 3 years.

Proposer agrees that signing the Proposal shall constitute signature of this Certification.

B. Indemnification and Insurance Requirements

SEE SAMPLE CONTRACT FOR INSURANCE REQUIREMENTS

C. Right to Monitor and Audit – Notification of monitoring visits will be made in advance when possible, however, as part of the DHHS requirements unannounced visits are possible

1. Right to Monitor
YWCA or any designee, the US Department of Health and Human Services, and the State of Missouri or any subdivision or appointee thereof, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted. Contractor shall cooperate with the YWCA in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by the YWCA. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the YWCA, federal, and state representatives for a period of seven years after the final payment under the Contract or until all pending YWCA, state, and federal audits are completed, whichever is later. Program data shall be retained locally (in St. Louis) and made available upon
request or turned over to the YWCA. If said records are not made available at the scheduled monitoring visit, Contractor may, at the YWCA’s option, be required to reimburse the YWCA for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed $50 per hour (including travel time) and will be deducted from the following month's claim for reimbursement. Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.

2. Assistance by Contractor
Contractor shall provide all reasonable facilities and assistance for the safety and convenience of YWCA’s representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

3. Independent Audit Provisions
Contractor will provide the YWCA a copy of the most recent Independent Audit prepared by a licensed Certified Public Accountant (CPA), within 60 days after the end of each term of this three year Contract.

V. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program
Contractor agrees to comply with the provisions of the YWCA Equal Employment Opportunity Program Goals and Policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted. The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the YWCA (all contracts shall contain a provision requiring compliance with E.O. 11246 “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”, and as supplemented by regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor”.

B. Civil Rights Compliance
The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the YWCA within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the YWCA will supply a sample of the Plan format. The Contractor will be monitored by the YWCA for compliance with provisions of its Civil Rights Plan (see attached checklist).
VI. FORMER YWCA ADMINISTRATIVE OFFICIAL
Proposer agrees to provide information on former YWCA employees who are employed by or represent Proposer. The information provided must include a list of former YWCA employees who terminated YWCA employment within the last five years and who are now officers, principals, partners, associates or members of the Proposer. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the Proposer. Failure to provide this information may result in the response to the RFP being deemed non-responsive. It is the responsibility of the proposer to determine if any of its' officers, principals, partners, and associates are former YWCA employees that have been terminated within the last five (5) years.

VII. IMPROPER CONSIDERATION
Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the YWCA in an attempt to secure favorable treatment regarding this RFP. The YWCA, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the YWCA with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a YWCA officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the YWCA Administrative Office. In the event of a termination under this provision, the YWCA is entitled to pursue any available legal remedies.

VIII. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS
The YWCA reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The YWCA also reserves the right to obtain the requested information by way of a background check performed by an Investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer is required to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the
conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer is asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail. In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the YWCA. "Key employees" do not include clerical personnel providing service at the Proposer's offices or locations.

IX. Missouri Sunshine laws
All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the Missouri Sunshine Laws. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the YWCA determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The YWCA assumes no responsibility for disclosure or use of unmarked data for any purposes. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the YWCA a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the YWCA in making its determination as to whether or not disclosure is proper under federal, state and local law. The YWCA will exercise care in applying this confidentiality
standard but will not be held liable for any damage or injury which may result from any
disclosure that may occur.

X. PROPOSAL SUBMISSION

A. General
   1. All interested and qualified Proposers are invited to submit a proposal for
      consideration. Submission of a proposal indicates that the Proposer has read and
      understands this entire RFP, to include all appendices, attachments, exhibits,
      schedules, and addendum (as applicable) and agrees that all requirements of this RFP
      have been satisfied.
   2. Proposals must be submitted in the format described in this Section.
      Proposals are to be prepared in such a way as to provide a straightforward, concise
      description of capabilities to satisfy the requirements of this RFP. **Expensive bindings,**
      **colored displays, promotional materials, etc., are not necessary and not desired.**
      Emphasis should be concentrated on conformance to the RFP instructions,
      responsiveness to the RFP requirements, and on completeness and clarity of content.
   3. Proposals must be complete in all respects as required in this Section. A
      proposal may not be considered if it is conditional or incomplete.
   4. Proposals must be received at the designated location, specified in Section I,
      Paragraph D - Correspondence; no later than the date and time specified in Section I,
      Paragraph G - Proposal Submission Deadline.
   5. All proposals and materials submitted become the property of the YWCA.

B. Proposal Presentation (any preprinted agency "forms or documents" that are included in
   the proposal does not have to meet said requirement but all newly established documents must
   be submitted as indicated in Section X (B) including two-sided printing)
   1. An original, which may be bound, and five unbound copies of the written
      proposal are required. The original copy must be clearly marked "Master Copy." If one
      copy of the proposal is not clearly marked "Master Copy," the proposal may be rejected.
      However, the YWCA may at its sole option select immediately after proposal opening
      one copy to be used as the Master Copy. If discrepancies are found between two or
      more copies of the proposal, the proposal may be rejected. However, if not rejected, the
      Master Copy will provide the basis for resolving such discrepancies.
   2. The package containing the original and copies must be sealed and marked
      with the Proposer's name and "CONFIDENTIAL - Transportation Services for YWCA
      Head Start."
   3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double
      sided printing, unless specifically shown to be impractical, with no less than 1" top,
      bottom, left and right margins. Proposals must be submitted utilizing one (1) of the
      support files listed: Adobe, PDF, Microsoft Word, Microsoft Excel and/or Microsoft
      Power Point typed or prepared with word processing equipment, double-spaced and
      formatted using 12 point Times New Roman. All attachments and exhibits must utilize
the same format and each page must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format
Response to this RFP must be in the form of a proposal package in which the content must be submitted in the following sequence and format:

1. Cover Page - A letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the Proposer submitting the proposal, which must include the following information:
   a. A statement that the proposal is submitted in response to the RFP for Transportation Services for Head Start.
   b. A statement indicating which individuals, by name, title, address, and telephone number, are authorized to negotiate with the YWCA on behalf of the Proposer.
   c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the Proposer.

2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic.

3. Proposal Checklist - A completed Proposal Checklist (Attachment A)

4. Statement of Certification - Must include:
   a. A concise statement of the services proposed.
   b. A statement that the Proposer will provide the services as described in the proposal for a one year period beginning August 1, 2019.
   c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
   d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
   e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the YWCA to pursue any remedy by law.
   f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
   g. A statement that the Proposer agrees to provide the YWCA with any other information that the YWCA determines is necessary for an accurate determination of the Proposer’s ability to perform services as proposed.
   h. A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
   i. A list of Former YWCA Administrative Officials (as defined in Section VII) affiliated with the organization/firm. If none, so state.

5. Proposal Description - Proposal should:
   a. Address, but not be limited to, all items in Section III, Paragraph F - Program Description.
   b. Include the following:
1) Brief synopsis of the Proposer's understanding of the YWCA's needs and how the proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
2) Narrative description of the proposed plan to achieve the program objective and requirements.
3) Detailed plan of activities.
4) Explanation on how the Proposer will meet any Program Considerations as required.
5) Milestone and deliverable charts, as applicable.
6) Explanation of any assumptions and/or constraints.

6. Statement of Experience:
   a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
   b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
   c. A statement that the Proposer has a demonstrated capacity to perform the required services.
   d. List any applicable licenses or permits presently held by the Proposer and indicate ability to obtain any additional licenses or permits that may be required.
   e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
   f. Describe the experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
   g. With respect to contracts currently in effect, completed, or terminated prior to the original expiration date within the last three years, which involve similar type projects, show for each such contract:
      1) Date of termination or completion and duration of each contract.
      2) Type of service.
      3) Total dollar amount contracted for and amount received.
      4) Location of area served.
      5) Name and address of agency with which contracted and agency person administering the contract.
      6) Reason for termination.
      7) If none, so state.
   h. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
   i. Identify financial interest in other lines of business. If none, so state.
   j. Disclose pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
k. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
I. Include a statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer’s assets, lines of credit, guarantor letters, or ability to perform the Contract.

7. Audited Financial Statements - Submit three annual audited financial statements. Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at the time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and for profit entities shall provide unaudited financial statements in lieu of audited financial statements. Governmental agencies are exempt from this requirement. An unaudited financial statement may be submitted to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal. Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP. Submit an agreement to the right of the YWCA, state and federal governments to audit the Proposer’s financial and other records (Proposer may reference the vendor’s website to web page for financial records)

8. Insurance - A statement that the Proposer will obtain insurance in the amounts and coverages stated in Contract Paragraph four(4) – Indemnification and Insurance Requirements prior to the delivery of service.

9. Proposed Cost for Transportation Services at Head Start Sites - It is anticipated that any Contract(s) awarded will be fee-for-service contract(s). Attachment A, Proposed Cost for Transportation Services at Head Start Sites must be utilized for submission of proposed cost to provide services to anyone or more sites. Please include on the excel cost spreadsheet the cost for the FY 2019-20 school year.

10. Proposed cost must indicate cost per bus with bus monitor; cost for extra monitor and larger bus. The total of these costs will comprise the entire reimbursement rate along with cost for field trip rate for 1st two (2) hours and field trip rate after 1st two (2) hours.

11. Complaint and Grievance Procedure - A statement that the Contractor will ensure that any complaints made by service recipients will be referred to the YWCA in accordance with the YWCA’s procedure as defined in Section XII, YWCA’s Complaint and Grievance Procedure.

XI. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process
All proposals will be subject to a standard review process developed by the YWCA. A primary consideration shall be the effectiveness of the Proposer in the delivery of comparable or related services based on demonstrated performance.
B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
   a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
   b. Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the YWCA to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the YWCA may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
   a. Cost – 25%
   b. Description of Proposed Program – 10%
   c. Experience – 15%
   d. Methodology to be used for scheduling pick-up points, bus monitors, and field trips – 15%
   e. Proposed plan for Safety Instruction of Personnel – 15%
   f. Financial Statements – 10%
   g. Equipment Vehicles – 10%

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the needs of the YWCA and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award. Grounds for a protest are that the YWCA failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by or violation of state or federal law. Protests will not be accepted on any other grounds. In the event of a protest, all protests will be handled by a panel designated by the YWCA, or its designee. The YWCA will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within
fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority
The final authority to award a Contract(s) rests solely with the YWCA.

XII. GRIEVANCE PROCEDURE

YWCA

CONTRACT COMPLAINT AND GRIEVANCE PROCEDURE
(Instructions: The participant is to receive the top portion of this form. The bottom portion of the form is to be signed by the service recipient and placed in the Contractor’s records.) If you believe that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance. The following procedures are to be followed when filing a grievance:
1. Identify the complaint/grievance in writing and discuss it with the Contractor/Service Provider.
Time frame: Within 1 week of discrimination/Violation/problem. If resolved at this level, no further action is required. If no resolution is apparent within 10 calendar days, proceed with Step 2.

2. Forward the written complaint/grievance to:
YWCA Head Start
1911 Beltway Drive
St. Louis, Missouri 63114
ATT: Head Start Director - Confidential
Time frame: Within 1 week of Step 1.
If resolved at this level, no further action is required. If no resolution is apparent within 20 calendar days, proceed with Step 3.

3. Forward the written complaint/grievance to the following address:
YWCA Metro St. Louis Administrative Office
3820 West Pine Blvd.
St. Louis, MO 63108
ATT: Chief Executive Officer - Confidential
Time frame: Within 1 week of Step 2.
You will be contacted within 10 calendar days of any actions taken. Each of these steps must be completed in the sequence shown.

GRIEVANCE PROCEDURE CERTIFICATION
This is to certify that I have read, understood, and received a copy of the YWCA St. Louis Head Start/Early Head Start Program Complaint and Grievance Procedure.

Signature of Service Recipient Date

27
TRANSPORTATION CONTRACT

THIS AGREEMENT entered into this _______ day of ____________, 2019, by and between YWCA St. Louis Head Start Program ("YWCA") ____________________________ ("Contractor").

WHEREAS, YWCA has a contract with the U.S. Government to operate the Head Start Program ("Program") for St. Louis for 12 months for the 2019–2020 program year.

WHEREAS, YWCA needs to transport the children to and from the Program at its various locations ("Centers") in a safe, timely, and orderly manner and in compliance with all applicable laws;

WHEREAS, Contractor is in the business of transporting children and is willing to transport the children to the Program in a safe, timely, and orderly manner and in compliance with all applicable laws;

NOW THEREFORE, the parties agree as follows:

1. Scope of Services. Contractor agrees to provide transportation services and scheduled program field trips in a safe, timely, and orderly manner for the children enrolled in the YWCA St. Louis Head Start Program from August 1st thru July 31st, Monday through Friday, excluding scheduled holidays, permitted closures and emergencies. The rights and responsibilities of the parties are more fully set forth as follows:

   (1) Contractor will transport children with such drivers and supervision as set forth on Attachment II and/or Attachment III and VI hereto, for the charges set forth on Attachment V.

   (2) Contractor will transport children and personnel (including teachers, parents, and volunteers) on such auxiliary runs and field trips (a "Field Trip") as designated by YWCA for the charges set forth in Attachment V.

   (3) Contractor will be solely responsible for providing buses equipped with Child Restraint System for all Head Start activities (i.e. day to day transport, field trips, emergencies). Child Restraint system means any device designed to restrain, seat, or position children weighing up to 65 pounds that meets applicable Federal Motor Vehicle Safety Standard No. 213, Child Restraint Systems, 49 CFR 571.213.

   (4) Contractor will be solely responsible for providing drivers and monitors; fuel, oil and other fluids; maintenance and storage of the buses; first aid kits, fire extinguishers, body fluid kits, seat belt cutters, and all and other equipment; and all costs associated therewith.
(5) Contractor will be solely responsible for providing and displaying signs on the buses for fire extinguishers, body fluid kits, seat belt cutters, first aid kits and other equipment; and all costs associated therewith.

(6) The Contractor will establish the bus routes in consultation with YWCA Transportation Specialist. YWCA shall have the right, based on program needs, to change any or all routes at any time, including but not limited to, increasing or decreasing the number of buses. A description of the Program boundaries is attached in Attachment IV.

(7) Various additional rights and responsibilities with respect to transportation of the children are detailed on Attachment II hereto.

(8) Contractor will comply with the provision of Section 19 CSR 30-62.212, including but not limited to maintaining a staff/child ratio of 1:10 or better.

2. Contractual Period. This Contract shall be for 12 months – for one (1) 12 month budget period which is presently scheduled to run from August 1, 2019 to July 31, 2020, Monday through Friday for regularly scheduled transportation services and from August 1st to July 31st for program scheduled field trips unless sooner terminated pursuant to Item 12 of this Contract. Upon Agreement of the parties, the Contract may be renewed for (2) additional 12-month period, and charges for the additional period will be the same as set forth on Attachment V.

Compliance with Laws. During the life of this Contract and regardless of when enacted, modified or amended, Contractor agrees to meet or exceed all applicable Federal Motor Vehicle Safety Standards, the requirements of the Missouri Minimum Standards for School Buses, and City, YWCA and State Licensing laws as well as all other applicable federal, state, YWCA or city laws, ordinances, rules or regulations. Contractor, being an experienced operator of school buses, shall be deemed to have knowledge of all such laws, ordinances, rules and regulations and shall keep itself abreast of any changes thereto. Contractor will be responsible for keeping current all applicable inspection and licensing requirements and costs.

3. Indemnity and Insurance

INDEMNIFICATION CLAUSE:
Contractor shall indemnify, defend, save and hold harmless The YWCA of Metropolitan St. Louis, its subsidiaries and affiliates, its officers, directors, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers,
directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against The YWCA of Metropolitan St. Louis, its subsidiaries and affiliates, its officers, directors, agents and employees for losses arising from the work performed by the Contractor for The YWCA of Metropolitan St. Louis.

**INSURANCE REQUIREMENTS:**

Vendors, contractors and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the vendor, contractor, his agents, representatives, employees or subcontractors. The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The YWCA of Metropolitan St. Louis in no way warrants that the minimum limits contained herein are sufficient to protect the vendor, contractor or subcontractors from liabilities that might arise out of the performance of the work under this contract by the vendor, contractor, its agents, representatives, employees or subcontractors, and vendor, contractor or subcontractor is free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:**

Vendor, contractor or subcontractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $2,000,000
- Personal and Advertising Injury $1,000,000
- Blanket Contractual Liability – Written and Oral $1,000,000
- Fire Legal Liability $100,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed to include coverage for sexual abuse and molestation.

b. The policy shall be endorsed to include the following additional insured language:
"The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor".

c. Policy shall contain a waiver of subrogation against The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The contractor hereby waives all rights of subrogation against the YWCA of Metropolitan St. Louis.

d. The Contractor's insurance coverage should be Primary and Non-Contributory.

2. Business Automobile Liability
Bodily injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.
- Combined Single Limit (CSL) $1,000,000

a. The policy shall be endorsed to include the following additional insured language:
"The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees shall be named as additional insured's with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor".

b. Policy shall contain a waiver of subrogation The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The Contractor hereby waives all rights of subrogation against the YWCA of Metropolitan St. Louis.

c. The Contractor's insurance coverage should be Primary and Non-Contributory.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability
Each Accident $500,000
Disease – Each Employee $500,000
Disease – Policy Limit $500,000

a. Policy shall contain a waiver of subrogation against The YWCA of Metropolitan St. Louis its subsidiaries and
affiliates, its officers, directors, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The contractor hereby waives all rights of subrogation against the YWCA of Metropolitan St. Louis

4. Professional Liability (Errors and Omissions Liability)

Each Claim $1,000,000
Annual Aggregate $3,000,000

a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, vendor, contractor or subcontractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

b. The policy shall cover professional errors and omissions for those positions defined in the Scope of Work of this contract.

5. Umbrella Liability:

Umbrella Liability or Excess Liability

<table>
<thead>
<tr>
<th>Occurrence Limit</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Limit</td>
<td>$3,000,000</td>
</tr>
<tr>
<td>Self-insured Retention</td>
<td>$ 10,000</td>
</tr>
</tbody>
</table>

a. The policy shall be endorsed to include the following additional insured language:
"The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees shall be named as additional insured’s with respect to liability arising out of the activities performed by or on behalf of the Contractor".

b. Policy shall contain a waiver of subrogation against The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees for losses arising from work performed by or on behalf of the Contractor. The Contractor hereby waives all rights of subrogation against the YWCA of Metropolitan St. Louis.

c. The contractor's insurance coverage should be Primary and Non-contributory.
B. ADDITIONAL INSURANCE REQUIREMENTS:

The policies shall include, or be endorsed to include, the following provisions:

1. The YWCA of Metropolitan St. Louis its subsidiaries and affiliates, its officers, directors, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after ten (30) days prior written notice has been given to The YWCA of Metropolitan St. Louis. Such notice shall be sent directly to The YWCA of Metropolitan St. Louis, and shall be sent by certified mail, return receipt requested. In the event that any policy is not procured, or is canceled and not replaced, the YWCA has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the YWCA will be promptly reimbursed by the contractor or the YWCA payments to the contractor will be reduced to pay for YWCA purchased insurance.

D. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with duly licensed or approved non-admitted insurers in the states of Illinois & Missouri, with an "A.M. Best" rating of not less than B+, VII.

E. VERIFICATION OF COVERAGE:

Contractor shall furnish The YWCA of Metropolitan St. Louis with certificates of insurance (ACORD form or equivalent approved by The YWCA of Metropolitan St. Louis) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

F. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors as insured's under its policies or Contractor shall furnish to The YWCA of Metropolitan St. Louis separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
G. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by The YWCA of Metropolitan St. Louis' risk managers, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS:

In the event the vendor, contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements.

I. DEDUCTIBLES & SELF-INSURANCE:

Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared and approved by the YWCA of Metropolitan St. Louis.

4. Records, Payment. Contractor shall provide daily count sheets to YWCA by Friday of each week. Contractor shall provide YWCA with a monthly invoice no later than the 5th working day of the following month. The invoices shall be specific, including as to each of the Centers receiving services (i) the number of days of services, (ii) the cost for each Center (iii) any excess charges and (iv) signed copies of all Field Trip tickets ("Field Trip Tix"). YWCA shall issue payment to Contractor for any undisputed amounts within 30 days of receipt of a properly completed and documented invoice for payment.

5. Non-discrimination. Contractor will not discriminate against any employee or applicant employment because of race, sex, creed, color, national origin or physical handicap. Such action shall include, but not be limited to employment, grading, demotions, transfers, recruitment, advertising layoff, termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor shall comply with all applicable federal laws, regulations, orders and rules, Executive Orders 11246 and 11758, as revised.

6. Contractor's Employees. Contractor shall provide qualified, careful and efficient
   (a) Drivers,
   (b) Attendants, monitors or driver's aides ("Attendants") as requested, and
   (c) Support personnel, reasonably requested by the YWCA as necessary for the performance of this Contract.

Contractor has the responsibility for hiring, supervising, disciplining and terminating its employees, and it shall evaluate its employees to insure the proper and appropriate performance by its employees of the services under this Contract. YWCA may make written request for the removal of any personnel involved in the performance of this Contract, and Contractor is required to comply with any such request.
7. **Scheduling.** Contractor shall schedule all September thru June routes in keeping with the safety of school children and shall deliver the children no earlier than fifteen (15) minutes prior to the opening of various Head Start Centers and return them to their return location within a reasonable time after the close of the school day. The hours of school for the various Centers are: Monday through Friday 8:30 a.m. to 1:00 p.m. Field Trips will be arranged between Contractor and Head Start Transportation Specialist at least two (2) weeks prior to the event date.

8. **Revisions of Daily Runs, Emergencies.** In the event that the Program or any Center cancels school, YWCA shall notify Contractor by 6:00 a.m. of the day to be canceled. In the event that Contractor decides to cancel services, they will notify the YWCA by 6:00 a.m. of the day to be canceled. Days canceled by 6:00 a.m. shall not be charged to YWCA. If the Program or Center must dismiss its children prior to the scheduled dismissal time, YWCA shall give Contractor at least one (1) hour notice of same.

10. **Conduct and Discipline.** Monitors will normally be assigned to buses; YWCA reserves the right to make such assignments when and if, it deems necessary. The cost of service with Attendants is set forth on Attachment V.

Drivers and monitors shall be responsible for discipline aboard buses and shall insist that children remain seated while the bus is in operation. Drivers and monitors shall encourage self-control by using positive methods of child guidance by setting clear, consistent limits. Contractor shall direct its drivers to immediately report any significant disturbance or irregularity to YWCA, in writing, within twenty-four (24) hours of the incident.

It is understood that YWCA reserves the sole right to make decisions on child related disciplinary problems, suspensions, expulsions or any other disciplinary problem. Specifically, no driver is ever to remove or deny any assigned rider from a bus.

11. **Responsibilities or Provider:**
Transportation services shall be purchased by Head Start base on availability of funds from the Administration for Children and Families. In the event that funds are not available, YWCA will provide a Thirty (30) day advance notice to the Contractor.

Force Majeure. In the event that Contractor is unable to provide the transportation service herein specified because of an act of God, civil disturbance, fire, inclement weather, labor dispute(s), governmental action or any condition or cause beyond its control, YWCA shall have the right to (1) cancel this Contract if it reasonably believes the service disruption will last more than five (5) school days; or (2) assume operation of the buses which are subject to this Contract, and operate such buses with qualified personnel as deemed by the parties hereto until Contractor is able to resume its regular operations. In such event, a reasonable mileage charge will be paid by YWCA to Contractor for the use of such Contractor-owned buses.
12. **Performance by Contractor, termination of Contract.** Should YWCA believe that any part of the contractor’s performance is unsatisfactory, that Contractor is in breach of the Contract or that improper charges have been invoiced to YWCA, YWCA will notify Contractor in writing of such dissatisfaction giving the reason(s). If, in the opinion of YWCA, contractor’s performance continues to be unsatisfactory, YWCA shall have the right to terminate the Contract upon thirty (30) days’ notice in writing to Contractor. YWCA shall have the right to terminate the Contract without notice if it reasonably believes that the safety of the children is at risk.

This Contract shall be terminated: (a) upon its expiration date as set forth in Section 2, (b) for non-performance or breach on the part of Contractor, or (c) in the event YWCA ceases to operate the Program for any reason.

See Attachment VI to contract for a schedule of liquidated damages for non-performance provisions of the contract.

13. **Certifications.** Contractor warrants that it signed the Certifications attached as Attachment C hereto, and that such Certifications are also true and correct as of the date of this Contract.

14. **Confidentiality.** Contractor agrees to keep the information related to all contracts in strict Confidence. Other than the reports submitted to YWCA, Contractor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Contractor’s possession, to these employees on Contractor’s staff who must have information on a “need-to-know” basis. Contractor agrees to immediately notify, in writing, YWCA in the event Contractor determines, or has reason to suspect, a breach of this requirement.

15. **Miscellaneous**

   (1) Time is of the essence of this Contract.

   (2) Contractor shall not assign the Contract, or any part hereof, without the express written approval of YWCA.

   (3) Neither anything herein contained nor any acts of the parties hereto shall be deemed or construed by the parties hereto or by a third person to create the relationship of principal or agent, or of partnership, or of joint venture or of any association between any of the parties hereto.

   (4) The terms and conditions of this Contract shall be governed by the laws of the State of Missouri.

   (5) This Contract and the attachments and exhibits hereto constitute the entire
agreement between the parties and may not be changed orally.

(6) This Contract and all of the agreements, covenants, and conditions contained herein shall be binding upon the parties and upon their respective heirs, executors, administrators, successors, and assigns.

(7) The titles which are used following the number of each paragraph are so used only for convenience in locating various provisions of this contract, and shall be deemed to affect the interpretation of construction of such provisions.

IN WITNESS WHEREOF, the parties have set their hands this ___ day of_____, 2019.
ATTACHMENT I
CERTIFICATIONS

1. The individual signing certifies that he/she is authorized to contract on the behalf of the Proposer.

2. The individual certifies that the Proposer is not involved in any agreement to pay money or other consideration for the execution of this agreement, other than to an employee of the Proposer.

3. The individual signing certifies that the Firm represented has no financial or other interest with any officer, employee, agent, or immediate family member of the YWCA of Metro St. Louis.

Dated this _____ day of _________, 2019

______________________________
Proposer's Firm name

______________________________
Signature of Proposer's Representative

______________________________
Printed Name and Title of Individual Signing
ATTACHMENT II

(1) Contractor will assign drivers to the Contract who is within the top 25% for driver attendance.

(2) Contractor will provide to YWCA evidence of each driver’s C.D.L. and of the appropriate licensing of each vehicle one week prior to the first day of transportation and periodically throughout the year for new drivers assigned to YWCA.

(3) Contractor will provide to YWCA evidence of each drivers’ and monitors’ clear child abuse and neglect screen and criminal records check including substitutes, one week prior to the first day of transportation and with every new hire related to this contract.

(4) Contractor must do a check of the state registry for sexual offenders within 1 mile of the stops selected, including new stops added throughout the contract year.

(5) Contractor will provide evidence of annual evaluations of drivers and monitors to the YWCA.

(6) Contractor is expected to provide space for the YWCA to train drivers and monitors of the YWCA policy and procedures and all cost associated therewith.

(7) Contractor agrees to have all drivers and monitors, who transport YWCA Head Start children, obtain or/renew First Aid and CPR certification prior to initiation of said contract.

(8) Drivers and monitors will be expected to do a pre-trip of each vehicle before leaving lot and provide evidence of such upon request if YWCA deems it necessary.


(10) Drivers will be expected to check in daily with the Head Start Center Manager when dropping children off for all routes.

(11) Contract will notify parents when routes are running more than 20 minutes late during the morning and/or afternoon drop off.

(12) Center Manager to be notified in advance when a substitute driver is assigned to a route.
(13) Children are to be dropped only at points or stops designated by Head Start personnel.

(14) Contractor to assure that occupancy does not exceed bus capacity.

(15) Contractor to provide immediate notification to the Head Start Director or designee of any accident or bus incident outside the scope of normal services immediately.

(16) Contractor to provide Field Trip Tix with name of center transported, number of passengers, destination directions to location which to be signed by the Center Manager or designee at the end of each trip. One signed copy of Field Trip Tix to remain with Center Manager or designee and one signed copy to be submitted with monthly invoices.

(17) Contractor will be expected to establish, and drivers to implement, regular pick-up time and drop off times within reason in the absence of unusual circumstances waiting no longer than one (1) minute at any one pick-up point to avoid delays. The only exception being within the first two weeks of beginning transportation.

(18) Contractor will be expected to maintain telephone accessibility and other communication devices if needed to assure continuous ability to communicate between the Head Start Program and the contractor at all times during hours of transporting and at other times as deemed appropriate by the Head Start Program.

(19) YWCA will provide Contractor with information pertaining to the child that is relevant for the safety of the child.

(20) Contractor will be expected to maintain up-to-date "Release to Information" on child with driver at all times that child is being transported.

(21) Contractor will be expected to assume responsibility for each child from the time he/she enters the custody of the bus driver and attendant until released to a duly authorized person.

(22) Contractor will be expected to assume responsibility for securing each child in a child safety restraint system upon entering the bus and attendant will release child restraint system at such time for child to exit the bus.

(23) YWCA will provide Contractor with educational activities to incorporate during the bus rides.

(24) Contractor will be expected to incorporate such activities during such times as the child is being transported.
(25) All children attending half-day session will arrive between 8:30 a.m. and be picked up at 1:00 p.m. to be dropped off at designated stop. In the event there is a known delay the Center shall be contacted.

(26) In the event a bus is running late to the center than the times outlined in number 25 of this section the YWCA will be credited the amount for the late run unless the late bus is a result of a YWCA St. Louis Head Start field trip (this is referencing regular transportation services and circumstance – see Section III.F.3).

(27) Contractor will be expected to operate within a flexible schedule, which permits the addition of new children and deletion of children who are dropped from the Head Start program during the year.

(28) Contractor shall provide the Head Start program with cumulative weekly reports of the number of children transported on each bus route by Friday of each week and any excess charge.

(29) Contractor will be expected to assist in locating stops to: minimize traffic disruptions; avoid conditions which require a child to cross a street or assure that if crossing is necessary that the child is accompanied by an adult.

(30) At the request of YWCA of Metro St. Louis, the contractor will honor request for any records pertaining to the provisions of meeting the Contract.

(31) No bus older than 12 years will be used to transport children on daily routes or field trips.

(32) Bus capacity with harnesses nearest to number of passengers to be transported will be used to the fullest extent possible.

(33) Contractor to provide wheelchair accessible buses as needed upon request of the YWCA.

(35) Center Manager/ERSEA Specialist/Family Outreach Worker/Family Advocate will provide identification tags for each child to wear during transportation to and from the center. Upon pick-up and drop-off of children, bus monitor will place and remove identification tags on & off of children daily Monday through Friday.
## ATTACHMENT III
Detailed in Attachment A of RFP
Head Start Transportation Needs

<table>
<thead>
<tr>
<th>CENTER</th>
<th># To be Transported</th>
<th>Proposed Number of Buses Needed</th>
<th>Proposed Date to start transportation</th>
</tr>
</thead>
</table>
| Betty J. Robinson 4146 Garfield  
St. Louis, MO 63113              | 20                  | 1                               | 9-16-19                               |
| North County 10725 Vorhof  
St. Louis, MO 63136               | 40                  | 2                               | 9-16-19                               |
| Overland 2210 North Warson  
St. Louis, MO 63114               | 20                  | 1                               | 9-16-19                               |
| Pagedale 1436 Ferguson  
Pagedale, MO 63133                | 20                  | 1                               | 9-16-19                               |
| Pine Lawn 4100 Peyton Ave.  
St. Louis, MO 63121               | 20                  | 1                               | 9-16-19                               |
| South County Center 4974 Hege Road  
St. Louis, MO 63123               | 40                  | 2                               | 9-16-19                               |
| West Florissant 4632 W. Florissant  
St. Louis, MO 63115               | 20                  | 1                               | 9-16-19                               |

**NOTE:** YWCA Head Start reserves the right to increase or decrease the number of buses actually needed, depending on the routes, and additional centers.
ATTACHMENT IV
ST. LOUIS HEAD START CENTERS
TRANSPORTATION BOUNDARIES

YWCA will assist in developing economical routes

Betty J. Robinson: West of Grand

North County: Cities of Dellwood, portions of Ferguson, Moline Acres, Calverton Park, Florissant, portions of Hazelwood, Bellefontaine Neighbors, Black Jack, Spanish Lake, Riverview, portions of Jennings


Pagedale: Cities of Pagedale, University City, Wellston, Hanley Hills, Hillsdale, Vinita Park, Vinita Terrace, Bel-Nor, Bel-Ridge, Pasadena Park, Pasadena Hills, Uplands Park, portions of Normandy

South County: Cities of Lemay, Affton, Bella Villa, Concord, Mehlville, Shrewsbury and Oakville

Pine Lawn: Cities of Pine Lawn, Northwoods, portions of Normandy

West Florissant: West of Grand
ATTACHMENT V
Attachment A from RFP
PROPOSER'S PRICE QUOTATION

Company: ________________________________

Address: ________________________________

Telephone #: ________________________________

Authorized Signature: ___________________________ Date ____________

Attach Attachment B from RFP response

BID ACCEPTANCE

YWCA OFFICIAL

______________________________ Date ______________

Concurrence of Head Start Director

______________________________ Date ______________
## ATTACHMENT VI

### Attachment VI: Service Failures Resulting in Assessments of
Liquidated Damages to be Paid by Responder:

<table>
<thead>
<tr>
<th>Number</th>
<th>Description</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Driver is operating a Head Start qualified bus without a current valid state Head Start qualified bus operator's permit. Responder will also lose all routes at the Head Start Center where the illegal driver performed services.</td>
<td>$50/occurrence</td>
</tr>
<tr>
<td>2.</td>
<td>Head Start student is left unattended on a Head Start qualified bus after the route is complete.</td>
<td>Full cost of route/incident</td>
</tr>
<tr>
<td>3.</td>
<td>Head Start qualified bus is operated without a current State License and/or valid State Safety Lane Inspection Certificate for the appropriate type of vehicle.</td>
<td>Cost of route times # of days out of compliance / occurrence</td>
</tr>
<tr>
<td>4.</td>
<td>Driver tests positive for being under the influence of alcohol or illegal drugs while operating a YWCA route. (Driver's refusal to take test is considered positive.)</td>
<td>None</td>
</tr>
<tr>
<td>5.</td>
<td>Driver does not follow proper Railroad Crossing Regulations while transporting Head Starts.</td>
<td>$100/occurrence</td>
</tr>
<tr>
<td>6.</td>
<td>Head Start student remains on the bus after other Head Starts are unloaded at the designated Head Start Center and the bus leaves the Head Start Center loading/unloading area but the driver never leaves the bus.</td>
<td>None</td>
</tr>
<tr>
<td>7.</td>
<td>Operating a Head Start qualified bus that is not within the specified vehicle age requirements.</td>
<td>None; No age requirement in RFP</td>
</tr>
<tr>
<td>8.</td>
<td>Responder operating in non-compliance with Drug and Alcohol testing requirements.</td>
<td>None; We follow DOT compliance</td>
</tr>
<tr>
<td>9.</td>
<td>Responder fails to maintain the required amount of insurance coverage.</td>
<td>None; We meet or exceed the requirement</td>
</tr>
<tr>
<td>10.</td>
<td>Releasing students to unauthorized adult or no adult.</td>
<td>$50/occurrence</td>
</tr>
<tr>
<td>11.</td>
<td>Responder fails to comply with the requirement to staff the dispatch office 45 minutes before and after all routes are operating.</td>
<td>None</td>
</tr>
<tr>
<td>Attachment VI: Service Failures Resulting in Assessments of Liquidated Damages to be Paid by Responder:</td>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td>------------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>12. Responder operates without a Certificate of Insurance on file.</td>
<td>$50/day</td>
<td></td>
</tr>
<tr>
<td>13. Responder fails to operate a designed route and YWCA has to use other sources to provide service.</td>
<td>$500/incident</td>
<td></td>
</tr>
<tr>
<td>14. Responder fails to provide accurate or timely driver, bus Monitor or vehicle lists as directed by YWCA.</td>
<td>$500/occurrence</td>
<td></td>
</tr>
<tr>
<td>15. A bus operates without a working Cross Control Arm.</td>
<td>$50/occurrence</td>
<td></td>
</tr>
<tr>
<td>17. Responder operating in non-compliance of the “Everyone Off” Equipment requirement.</td>
<td>$50/occurrence</td>
<td></td>
</tr>
<tr>
<td>18. Router does not operate because Responder’s bus is a no-show.</td>
<td>This is the same as #13 above; LDs only assessed once per incident</td>
<td></td>
</tr>
<tr>
<td>19. A bus operating with unauthorized Head Starts or unauthorized riders.</td>
<td>$500/occurrence</td>
<td></td>
</tr>
<tr>
<td>20. Responder fails to report an incident or accident concerning any Head Start student on any regular route or field or charter trip at any time to YWCA within twenty (20) minutes of the occurrence</td>
<td>$100/occurrence</td>
<td></td>
</tr>
<tr>
<td>21. A bus operating without approved and working GPS/Head Start tracking equipment.</td>
<td>None</td>
<td></td>
</tr>
<tr>
<td>22. A bus operating without approved and working telecommunications equipment.</td>
<td>$100/incident</td>
<td></td>
</tr>
<tr>
<td>23. A driver operating YWCA routes when Responder records do not document that the driver training requirements and background check requirements have been met.</td>
<td>$100/occurrence</td>
<td></td>
</tr>
<tr>
<td>24. Responder operating in non-compliance of the spare Head Start qualified bus requirement.</td>
<td>$250/occurrence</td>
<td></td>
</tr>
<tr>
<td>Attachment VI: Service Failures Resulting in Assessments of Liquidated Damages to be Paid by Responder:</td>
<td>Assessment</td>
<td></td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>25. A driver denying a child transportation service or discharging a child from the bus that is not the child’s designated stop.</td>
<td>$1000/occurrence</td>
<td></td>
</tr>
<tr>
<td>26. A route operated without a current route itinerary or operated without an approved YWCA modified route sheet.</td>
<td>$50/incident</td>
<td></td>
</tr>
<tr>
<td>27. Responder fails to report a late bus operating and arriving late for the Head Start Center that is the direct fault of the Responder.</td>
<td>$50/incident</td>
<td></td>
</tr>
<tr>
<td>28. A Responder-employed Bus Monitor working when Responder records do not document that the Monitor's training requirements and background check requirements have been met.</td>
<td>$100/occurrence</td>
<td></td>
</tr>
<tr>
<td>29. A bus operating without Responder documented preventative maintenance, brake inspections, and breakdown maintenance.</td>
<td>$100/occurrence</td>
<td></td>
</tr>
<tr>
<td>30. A bus operating in non-compliance of equipment requirements: fire extinguisher, safety glass windows, triangle road safety, emergency door, seat belt cutter.</td>
<td>$100/occurrence</td>
<td></td>
</tr>
<tr>
<td>31. Responder is in non-compliance with the office telephone or computer.</td>
<td>$50/day</td>
<td></td>
</tr>
<tr>
<td>32. Using a subcontractor.</td>
<td>Will not occur; Contract forbids it</td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT A
AMENDMENT PRICING
YWCA ST. LOUIS HEAD START PROGRAM
August 1, 2019 – July 31, 2020

1. Daily Transportation (with bus monitor)
   Cost per bus/per day – County – Half Day = $ 0.00
   Cost per bus/per day – City – Half Day = $ 0.00

   Cost for extra monitor and larger bus for Half Day = $ 0.00

2. Annual Transportation Cost (Based on 177 days of service)
   (9 Half Day buses) = $ 000,000.00

3. Field Trips/Outings (does not include cost of Bus Attendant)
   Amount per Field Trip = $ 0.00
   (Separate billing for field trips with attached trip tickets)

BID ACCEPTANCE

YWCA OFFICIAL
__________________________

Concurrence of Head Start Director
__________________________

Date: ______________ Date: ________________________
### ATTACHMENT III
Detailed in Attachment A of RFP
Head Start Transportation Needs

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Betty J. Robinson</td>
<td>20</td>
<td>Half Day - 1</td>
<td>9-16-19</td>
</tr>
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***Bus Definitions: Half Day = AM pickup and PM return

**NOTE:** YWCA Head Start reserves the right to increase or decrease the number of buses actually needed, depending on the routes, and additional centers.
YWCA will assist in developing economical routes

Betty J. Robinson: West of Grand

**North County:** Cities of Dellwood, portions of Ferguson, Moline Acres, Calverton Park, Florissant, portions of Hazelwood, Bellefontaine Neighbors, Black Jack, Spanish Lake, Riverview, portions of Jennings

**Overland:** Cities of Overland, Sycamore Hills, Charlack, St. John, Breckenridge Hills, St. Ann, Woodson Terrace, Edmundson.

**Pagedale:** Cities of Pagedale, University City, Wellston, Hanley Hills, Hillsdale, Vinita Park, Vinita Terrace, Bel-Nor, Bel-Ridge, Pasadena Park, Pasadena Hills, Uplands Park, portions of Normandy

**Pine Lawn:** Cities of Pine Lawn, Northwoods, portions of Normandy

**South County:** Cities of Affton, Bella Villa, Concord, Mehlville, Oakville and Shrewsbury, portions of St. Louis City zip codes 63111 & 63116

**West Florissant:** West of Grand
Per Section IV.C.3-Independent Audit Provisions YWCA requires an independent audit within 60 days of termination of contract. Transportation Vendor will bill YWCA for reimbursement of audit expenses.

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Attachment A
Attachment III of Contract