

NOTICE TO BIDDERS  
TRANSPORTATION OF CHILDREN WITH DISABILITIES  
GREENE COUNTY

NOTICE IS HEREBY GIVEN that sealed bids will be received by Greene County at 411 Main Street, Catskill, New York 12414 at 1:30 P.M. on Friday, March 29, 2013 for the "TRANSPORTATION OF CHILDREN WITH DISABILITIES" for the 2013 summer session and 2013/2014 school year. Bids will be opened publicly and read aloud at that time.

Bids must be delivered to:

Tammy L. Sciavillo  
Acting Clerk, Greene County Legislature  
411 Main Street  
Suite 408  
Catskill, NY 12414

Copies of Bid Specifications may be obtained by bidders during regular business hours, Monday through Friday from 9AM to 5PM in person or by calling Tammy L. Sciavillo (518) 719-3270.

Late bids will be returned unopened. Bids will NOT be accepted by fax or e-mail. Greene County reserves the right to reject any or all bids.

## **INFORMATION FOR BIDDERS**

Greene County Public Health is issuing a bid request for TRANSPORTATION OF CHILDREN WITH DISABILITIES. The following instructions must be followed by all bidders. All bids are to be submitted sealed and marked on the outside of the envelope: "BID – TRANSPORTATION OF CHILDREN WITH DISABILITIES". Bids must be delivered by Friday, March 29, 2013 1:30 P.M. to:

Tammy L. Sciavillo  
Acting Clerk, Greene County Legislature  
411 Main Street  
Suite 408  
Catskill, NY 12414

At this time, all bids will be opened and read aloud in room 468. Delay in mail delivery is NOT an exception; allowance for time of arrival should be made. Bids will NOT be accepted by fax or e-mail. Greene County reserves the right to reject any/or all bids.

If the bidder should find any discrepancies or omissions, or have questions in the specifications, he/she shall notify by written or email format to Marie Ostoyich, Director, Greene County Public Health Department, 411 Main Street, Suite 300, Catskill, NY 12414 [mostoyich@discovergreene.com](mailto:mostoyich@discovergreene.com).

Greene County Public Health will not assume any responsibility for any oral instructions or interpretations for the meaning of the specifications or other contract documents to any bidder by any person or persons. All bids are to be submitted on the bid forms attached hereto. All certifications must be completed and signed in compliance with the provisions of General Municipal Law.

The Acting Clerk of the Legislature reserves the right to reject any or all bids, or any parts of bids, or any supplies or contractual services connected thereto when in the best interest of the public.

The contract will be awarded to the lowest responsible bidders offering the best prices and meeting all specifications and qualifications. Past performance shall be considered in making the final selection of contractors. More than one bidder may be awarded the routes. A responsible bidder is a manufacturer, producer, dealer, vendor, or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work and whose record of past performance in the trade is established as satisfactory and whose financial status is such that it provides no risk to the County of Greene in its contractual relations.

Bids may not be withdrawn within forty-five (45) days after the actual date of bid opening. Upon acceptance of any bid, the successful bidder shall execute a contract (the "Contract") in accordance with the specifications by the County of Greene and the State of New York, and incorporating all these bid specifications in that contract.

**ALL BIDS MUST INCLUDE THE FOLLOWING:**

1. Authorization to Bid
2. Bid form (Appendix A)
3. Certificate of Non-Collusion
4. Name of bank and financial stability statement (II. A.)
5. List of schools and school districts (II. B.)
6. List of vehicles (III. A.)
7. FCC Radio License Number (III. G.)
8. List of certified drivers (V., A.)
9. Insurance Policy with Declaration page and additional insured information (VI, A.)
10. Bid Security (IX. C.)

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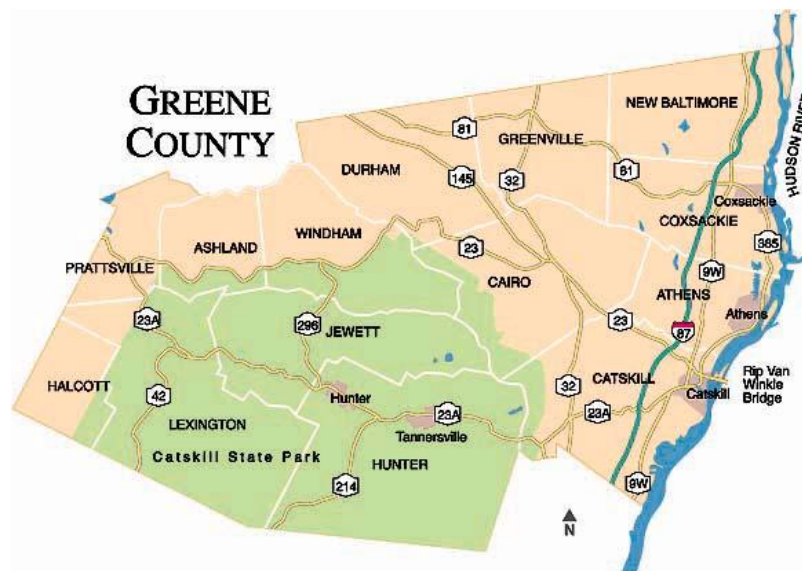
**TRANSPORTATION OF CHILDREN WITH DISABILITIES  
GREENE COUNTY  
SUMMER 2013 AND SCHOOL YEAR 2013-2014**

**SCOPE**

Greene County is securing bids for safe and economical transportation of Greene County Preschool and Early Intervention children with disabilities for the Summer 2013 and School Year 2013-2014.

**Geographic Distribution**

Greene County is situated between the Hudson River on the east and the Catskill Mountains at the southern and western ends. Greene County is bordered by Albany County to the north, Rensselaer County to the northeast, Columbia County to the east, Ulster County to the south, Delaware County to the west and Schoharie County to the northwest. The county is located just two hours north of the major metropolitan areas of the New York City region, a half-hour south of Albany's Capital District and is easily accessible by the New York State Thruway and nearby air, rail, and bus lines.



Sealed bids will be received in the office of the Clerk of the Greene County Legislature on or before 1:30 PM, Friday, March 29<sup>th</sup>, at which time bids will be opened publicly and read aloud.

The contract period shall be for the 2013 summer session and the 2013-2014 School Year. Specific dates for the programs are included on the Bid Forms which are attached to these specifications.

## **I. CREDENTIALS**

Each bid must be accompanied by a certified statement of the bidder, or in the case of corporations, by its Officers, showing the following:

- A. The name of the bank as a reference to the financial stability of the bidder, as well as a complete financial statement showing assets and liabilities of the bidder.
- B. A list of schools or school districts with which the bidder has had transportation contracts.

## **II. DEFINITIONS**

The following terms shall have the meaning defined below for the purpose of the Contract:

- A. "TRANSPORTATION SERVICES" or the "SERVICES" means utilization of vans, wheelchair vans and/or ambulettes to transport children to and from the children's homes or child care locations to the destination locations at which the children are authorized to receive Early Intervention or Preschool Program therapeutic or educational services.
- B. "TRANSPORTER" means the CONTRACTOR providing Transportation Services under the terms of the Contract. The terms "Transporter", "Successful Bidder" and "CONTRACTOR" in the Contract shall have the same meaning.
- C. "COUNTY" shall mean the County of Greene or its agent or designee.
- D. "VEHICLE(S)" shall mean all vans, wheelchair vans and/or ambulettes, including spare or replacement vehicles, used for the Services. The Transporter shall be responsible for ensuring that all Vehicles meet or exceed the requirements and specifications outlined in the Contract.
- E. "DRIVER" shall mean any person who operates a Vehicle used for the Services and unless otherwise specified, Driver shall include a regularly scheduled driver or a spare driver.
- F. "BUS MONITOR" shall mean a person assigned to a Vehicle used for the Services to assist a child(ren) and the driver, unless otherwise specified and shall include a regularly scheduled monitor, a substitute monitor or a spare monitor.
- G. "ROUTE" means the path from the location at which the first child to be transported on that path is scheduled to be picked up to the location at which the last of the children to be transported on that path is scheduled to be dropped off. Routes may be structured to require the pick-up and drop-off at more than one destination location during the day, and there may be time intervals between segments of the route. It is specifically intended that each Route will be defined by the locations of the destination facilities.

- H. "COMBINED ROUTING" shall mean the process by which, at the County's or the Agent's instruction, a Transporter shall combine students attending two or more programs onto one bus route. Such combinations may consist of placing such students on the same bus run or of placing runs to separate locations and at distinct times of the day on the same route. Greene County children may not be combined with other counties, unless written permission is obtained from the Director of Public Health or designee. This may also include the transportation of children or other authorized persons to individual therapy or special education sessions, Early Intervention Program Services, or to primary destination facilities on an irregular or infrequent basis.
- I. "DESTINATION FACILITY" or "DESTINATION LOCATION" means the school, agency, office, library or any other location at which a child receives a service(s) provided under auspices of the Early Intervention Program and to which the child, and in some instances with the County's or Agent's prior approval the child's parent(s) or sibling(s) must be transported.

### **III. EQUIPMENT REQUIREMENTS**

All vehicles used in the transportation of Early Intervention and Preschool children shall comply with the requirements of the NYS Department of Education, and the Vehicle and Traffic Laws of the State of New York. All vehicles used by the successful bidder must be inspected by the New York State Department of Transportation and display a current New York State Department of Transportation inspection sticker. All vehicles used will be equipped with seat belts that meet federal and New York State construction standards. Car seats and/or booster seats, which meet applicable federal motor safety standards, will be provided by the TRANSPORTER and be available for all children according to current New York State laws and regulations. Additional harness restraints and wheelchair locks will be provided, as required by the TRANSPORTER. All car seats used in vehicles must be inspected on a regular basis and at least annually. Children cannot ride in the front seat of any vehicle.

All vehicles utilized by the TRANSPORTER will be equipped with either two-way radio or cellular phones that are in good working condition and a fire blanket, fire extinguisher, safety kit, first-aid kit, and seat belt cutters.

### **IV. OPERATIONS AND PROCEDURES**

- A. Vehicles in use for the purpose of providing the Services shall be utilized solely for that purpose, and while in such use shall transport only those children specified by the County or the Agent as authorized to be transported on Routes and Route

Segments specified by the County. Only authorized persons shall be permitted to ride the Vehicles providing the Services under this contract.

For the purpose of example, but not in limitation of the foregoing, children of drivers and other persons not acting in an official capacity shall not be permitted to ride aboard the Vehicles at any time.

- B. The successful bidder will only provide transportation to the individuals, for the times, for the term and for the purpose authorized by the Greene County Preschool and/or Early Intervention offices in writing. Additional destination location may be requested by Greene County Preschool and Early Intervention program administrators.
- C. It shall be the duty of a Bus Monitor to assist the driver in the supervision of children for the duration of the route. For this purpose, the Bus Monitor shall sit in the appropriate place in order to fulfill supervisory responsibilities.
- D. It shall be the responsibility of the Bus Monitor to assist children and parents in embarking and disembarking safely from the Vehicle.
- E. The Driver and the Bus Monitor are required to be able to properly read and understand a road map and GPS. The Bus Monitor must be able to assist the driver with verbal directions.
- F. All Drivers and Bus Monitors shall be required to report to their supervisors any unusual incident or any accident while transporting children to or from destination facilities on the day they occur. The Transporter shall be required to submit a written report to the county or Agent on a form prescribed by the county which complies with the requirements of 19-A of the Vehicle and Traffic Law and Section 156.3 of the Regulations of the Commissioner of Education and in a format approved by NYS Department of Education. This statement must be written and signed by the Driver (and/or Bus Monitor) and a supervisor.
- G. In respect to accidents, prompt communication to the County, parents and destination facilities is imperative. For all accidents involving children on a vehicle, or in boarding or leaving a vehicle, and all other accidents or incidents involving Routes under the Contract, the following procedures shall be followed:
  - i. In the event of the occurrence of any accident involving a Vehicle while it is providing Services, the Driver or the dispatcher shall immediately notify the police, and the Driver shall wait with the Vehicle until the police arrive.
  - ii. In the event of an accident involving a Vehicle, the Transporter shall immediately dispatch another vehicle so that the Route Segment may be completed as soon as possible.
  - iii. In the event that the severity or nature of the accident requires or when emergency services are required for children and/or other passengers, the driver or dispatcher shall contact 911 and request ambulance service.



- iv. The Transporter shall immediately notify the Agency and the destination facility of the location, extent of the emergency, names of the children involved, and a description of the emergency/injuries, route number, and destination facilities affected.
  - v. The Transporter shall provide all information, as requested by the County or Agent, to those parents, destination facilities and agencies so authorized by the County concerning accidents and emergencies.
  - vi. The Transporter shall prepare accident/emergency reports for the State Department of Motor Vehicles, NYS Department of Education, the County and the Agency within twenty-four (24) hours, utilizing approved State/County forms. In addition, the Transporter shall provide the County/Agent with a copy of any and all police reports concerning the accident.
  - vii. Incidents include an “out of the ordinary” occurrence that is observed by the Driver or Bus Monitor. Incidents shall include, by way of example, any disagreement with a parent or school official, any “acting out” or unsafe behavior of a child during transport, or any observation of an unsafe condition involving the loading or unloading of the children at a destination facility or home. Incidents of the nature described in this subparagraph will be reported to the County or Agent, on the form provided by the County or Agent, promptly after the Driver completes the Route on the day of occurrence.
- H. Dry runs for all destination facilities must be completed by Drivers/Bus Monitors for each Route prior to the start of Services in July and September. Prior to the start of Services, parents/guardians must also be notified of the names of the Driver/Bus Monitor and the approximate pick-up times for the children. For children authorized for Transportation Services after the completion of such dry runs or as changes approved by the County or Agent occur, the Transporter must also provide prior notification to parents/guardians of starting dates and approximate pick-up times in accordance with a procedure approved by the County or Agent.
- I. The Transporter shall provide all Drivers with the following: route sheets with children’s names, addresses, phone numbers and emergency phone numbers and specific route locations and times from first pick-up to the last scheduled drop-off. All Drivers shall receive directions as changes occur.
- J. All Drivers/Bus Monitors shall not discuss or disclose any confidential information, including information received for the purpose of increasing awareness of a behavioral problem or medical condition that is needed to assure the safety and welfare of a child. Be advised that the Health Insurance Portability and Accountability Act (HIPAA) business associate agreement the successful bidder will execute includes provisions for handling this information as well as actions that can be taken by the county in the event of non-compliance

- K. As provided in paragraph G, above, all Drivers shall report all accidents, as well as charges of Department of Motor Vehicle infractions or violations, and all unusual situations or route interruptions (including “incidents”) to the County.
- L. Drivers/Bus Monitors shall present a neat appearance and must maintain a polite, professional and courteous attitude toward the public, destination facility personnel, parents and children. In addition, at all times when they are providing Services, Drivers and Bus Monitors shall wear ID badges, identifying them by name and by Transporter.
- M. Drivers/Bus Monitors shall not smoke on vehicles or in school buildings or on school grounds at any time in accordance with State and Local law. Drivers/Bus Monitors shall not perform any act, or conduct themselves in any manner which may impair the safe operation of a vehicle while such vehicle is transporting children.
- N. Any Drivers who are permitted to take vehicles home at the end of a Route must contact their office daily by phone or radio for information regarding additions, deletions, Bus Monitors, absences, car seats, etc., prior to starting a new route. A record, in the form of daily written logs, of the above contact shall be kept by the Transporter and subject to inspection by the County or Agent upon request.
- O. All Drivers are required to be in the Vehicle during the loading and unloading of children or adults to supervise such loading and unloading. A Vehicle is never to be left unattended at destination facilities unless all children are in the building, the ignition is off, the transmission is in “park”, the emergency brake is on, vehicle doors are closed and the ignition keys are in the Driver’s possession at all times.
- P. Prior to the start of any Route all Drivers must perform a “walk around inspection” of the vehicle in accordance with the procedure established by the County or Agent.
- Q. All Drivers/Bus Monitors are required to perform “post trip inspection” of the Vehicle in accordance with the procedure established by the County or Agent. The “post trip inspection” must be implemented at every destination facility after every trip after unloading children, to ensure that children, including, but not limited to sleeping children, locked medications, or articles have not been left on the Vehicle.
- R. No Drivers/Bus Monitors shall disembark from the Vehicle when children are inside except to assist a child embarking or disembarking or in case of emergencies; and such case before leaving his/her seat the Driver shall stop the motor, leave the transmission in park, set the emergency brake, and remove the ignition key.
- S. All Drivers/Bus Monitors are required to buckle and unbuckle children’s car seats, safety vests, seat belts or harnesses and to properly secure all wheelchairs. The Transporter shall instruct all Drivers/Bus Monitors in the proper use and operation of such equipment at each pick up and drop off point.

- T. All Drivers shall admit and discharge only passengers authorized by the County or Agent and only at designated Route stops. There shall be no unauthorized stops while children are on the Vehicle. Children, adults or friends of the Drivers/Bus Monitors shall not be permitted to ride vehicles unless they are assigned to that particular Route by the County or Agent.
- U. ALL DRIVERS/BUS MONITORS SHALL COOPERATE IN ANY RECORD KEEPING SYSTEMS ESTABLISHED BY COUNTY. All Drivers/Bus Monitors shall be required to complete transportation forms regarding mileage, children, attendance, route time between stops, and all other forms, as shall be stipulated by the county or Agent. To assure the accuracy and currency of such records, recording must occur at the beginning or completion of each Route Segment as appropriate.
- V. Drivers/Bus Monitors shall submit daily attendance records of children assigned to their route to their supervisor on a weekly basis for submission to the County or Agent. The attendance records must be signed by the Driver. In addition, the Transporter shall maintain a record of children who are absent and will provide this information to the County. If the Driver/Bus Monitor knows or suspects that a child has moved, this information shall be included on the attendance records, and the Transporter shall promptly notify the County.
- W. The Transporter shall instruct Drivers/Bus Monitors that, in the event that they are requested to transport student medication to/from destination facilities, they are to comply with that request, ensuring that they assume custody of the medication during the trip, and turning it over to an appropriate official at the child's destination facility. Medications must be transported in a properly locked and labeled bag and in such a location on the vehicle that is not accessible to any child. Thereafter, upon conclusion of the trip during which the request was made, the Driver/Bus Monitor must report the request to his/her supervisor. Under no circumstances is medication to be administered to any child by Driver/Bus Monitor.
- X. Drivers/Bus Monitors shall contact dispatch when the weather causes road conditions which may warrant delay or closing of the program, the transporter will make the decision to transport or not. The emphasis, when making the decision shall be on the safety of the children. During periods of inclement weather, transporters are to notify each applicable provider agency and the parents/ guardians that they will not be transporting on that day.
- Y. As an alert to the possibility that a run might be excessive in either mileage or in time, Drivers/Bus Monitors must notify their supervisor when the riding time for any child exceeds seventy-five (75) minutes, subject to fifteen (15) minute tolerance based on circumstances such as unusual traffic and weather conditions. The Transporter shall immediately notify the County or Agent of such occurrences.
- Z. All vehicles providing the Services, shall meet all requirements of the New York State Education Law regarding emergency drills, including, but not limited to the following:

- (i) The emergency drills on Vehicles required by this provision shall include, but not be limited to, practice and instruction in the location, use and operation of the emergency door, fire extinguisher, first aid equipment and windows as a means of escape in the case of fire or accident. In addition, the drills shall include emergency situations which might result from both fire and accidents. Such instruction and drills shall be given by the Transporter, at the Transporter's sole cost and expense.
- (iii) No emergency drills shall be conducted while the subject Vehicles are in route.
- (iv) In order to facilitate the emergency drills as required, the Transporter shall make available, at no additional cost to the County, all Vehicles, Drivers and Bus Monitors at designated destination facilities at a specified time which will not be during regularly scheduled vehicle run times.
- (v) The Transporter shall upon request verify to the County: the Vehicle, Driver and Bus Monitor providing Services, the date, time and route number applicable to each, in compliance with the provisions of the Personnel Requirements listed below.

## **V. PERSONNEL REQUIREMENTS**

- A. Each driver must be properly licensed for the type of vehicle being used before the start of employment. A list of all certified drivers and license numbers, license class and endorsements with license expiration date will accompany each sealed bid.
- B. All drivers must be at least twenty-one (21) years of age and must be in full compliance with the requirements of Article 19-A of the New York State Vehicle and Traffic Law ("VTL") and of Section 156.3 of the Regulations for the Commissioner of Education and the Regulations of the Commissioner of Motor Vehicles hereunder. In addition, all drivers must be in compliance with and have a Commercial Drivers License (CDL) with a Passenger Endorsement.
- C. The successful bidder shall submit to the County a list of all drivers who will drive under the Contract, their license expiration date and a list of all their accidents and violations incurred in the past three (3) years.
- D. All drivers shall operate vehicles at safe and reasonable rates of speed.
- E. Each Driver of a Vehicle will be responsible for the complete control of his/her vehicle and the children being transported therein. It shall be the responsibility of the Driver to maintain good order on vehicles and any violations of good conduct and improper behavior, including unsafe behavior, on the part of the children shall be handled without the use of force and all such incidents shall be reported to the Director of the

building to which the child is being delivered, and, as set forth in Paragraph V, G, above, each such incident shall be reported to the County or Agent on the approved form.

- F. The contractor will provide Bus Monitors as required, on all Vehicles as determined by the Greene County Preschool and Early Intervention offices and will be included in the route rate. A list of names, addresses and telephone numbers of Bus Monitors shall be submitted by the successful bidder to the County. Said list shall be updated upon each and every change and submitted to the Greene County Preschool or Early Intervention offices.
- G. All Drivers/Bus Monitors shall be examined by a physician prior to operating/attending a vehicle in performance of Services under the Contract. An examination to determine the physical condition of each Driver/Bus Monitor shall be reported by the physician on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the VTL and Section 156.3 of the Regulations of the Commissioner of Education. Physicals must include a standard Mantoux Skin Test, and chest x-ray if indicated, for tuberculosis (a Tine Test is not acceptable). In no instance shall the interval between a Driver's/Bus Monitor's physical examination exceed twelve (12) months. The Transporter is required to provide a copy of Sections 6-11 and 6-12 of the regulations under Article 19-A of the VTL, to all physicians used for employees' physicals.
- H. All Drivers/Bus Monitors must be fingerprinted at the Transporter's expense. The Transporter shall forward such fingerprints for identification processing and criminal history review in accordance with the provisions of Article 19-A of the VTL; provided, however, that in the event that a criminal history concerning Bus Monitors cannot be secured through any appropriate State agency, the criminal history review for such Bus Monitors shall be sought through the local police agency.
- I. The Transporter shall take all other appropriate measures to assure that Drivers shall comply with all requirements of Article 19-A of the VTL and the Regulations of the Commissioner of Education in addition to all other State and Local regulations or statutes to which such drivers are subject. The Transporter shall take all other appropriate measures to comply with the monitoring requirements of Article 19-A of the VTL and the Regulations of the Commissioner of Education in addition to all other applicable regulations and statutes. The County or Agent reserves the right to reject or require replacement Drivers or Bus Monitors without being limited to considerations of social or driving records.
- J. Information concerning the certification of each Driver and Bus Monitor assigned to a Vehicle providing Services under the Contract shall be forwarded to the County or Agent prior to that Driver and/or Bus Monitor beginning their first Route of each program period. The information will be provided on the form indicated by the County or Agent for such purpose. The requirements of this paragraph will be deemed met if the names of the Driver and/or Bus Monitor, and the number of the Route being

serviced by them, are communicated to the County or Agent prior to the commencement of such first Route, and the required paperwork is delivered within twenty-four (24) hours thereafter.

- K. The Transporter shall ensure that all Drivers and Bus Monitors are fully trained in the use of all car seats and booster seats used on the Vehicles as per NYS Department of Education regulations, regardless of whether such seats are provided by a passenger's parent or otherwise as permitted in the Contract.
- L. For the avoidance of doubt, it is specifically acknowledged that all expenses in connection with the training and/or accrediting of Drivers and Bus Monitors, including mandated NYS Department of Education and NYS Department of Transportation training, shall be the sole responsibility of the Transporter.
- M. The transporter shall comply with Medicaid regulations and Medicaid training as mandated by NYS Department of Education or County.

## **VII. LIQUIDATED DAMAGES**

In view of the difficulty the County and children shall suffer by reason of defaults on the part of the Transporter and its employees, staff and personnel in the non-performance of Transportation Services in accordance with the Contract, the following monetary sums are hereby agreed upon, fixed and determined by the parties thereto as the "Liquidated Damages" the County will suffer by reason of said violations of the Contract and not by the way of penalty, and such Liquidated Damages may be imposed upon the findings of the County or Agent that a contract provision has been violated.

It is the intent of the County to provide children with safe and effective Transportation Services at all times and in addition to work cooperatively and reasonably with responsible Transporters. The County will consider unusual circumstances regarding break-downs or delays when considering the question of Liquidated Damages. Appeals for disputes arising as to the assessment of violation(s) will be arbitrated by the County, in accordance with established procedures, and the County's decision shall be final and binding.

Liquidated Damages may be assessed for every vehicle, for every day, and for every instance of the violation in the monetary amounts as noted in the following:

- (a) The full cost of a vehicle/day (or the sum of all charges for all passengers on that vehicle for that day as determined by the daily attendance sheet) shall be deducted from subsequent payments due the Transporter for each day on which the following violations of the Contract occur.
  - (i) Each time there is a failure to provide Transportation Services on a day on which destination facilities are required to be open by the official calendar or subsequent changes.

- (ii) Each time there is a failure to conform to the arrival and dismissal schedules and session times of the destination facilities on Routes, and as notified by the County.
- (iii) Each time there is a failure to adhere to any special schedules or shortened and lengthened schedules of the destination facilities to be serviced.
- (iv) Each time there is a failure to provide all of the Vehicles and Services to do all of the work contracted for.
- (v) Each time there is a failure to comply with the regulations of the NYS Department of Education, Transportation and Motor Vehicles as well as with any and all laws and regulations of any agency of the Federal Government, State of New York, County or local regulations applicable to the Contract.
- (vi) Each time there is a failure to comply with the Vehicle and Driver/Bus Monitor requirements as set forth in the Contract.
- (vii) Each time there is a failure of any Vehicle to have a current and effective DOT certificate.
- (viii) Each time there is an assignment of any Driver/Bus Monitor to perform Services under the Contract, who has been disqualified by the State, County or Agent.
- (ix) Each time a driver is found guilty of committing a moving violation of the New York State Vehicle and Traffic Law while transporting children and authorized adults under the Contract.
- (x) Each time a Driver allows a child to enter or leave the Vehicle while it is in motion.
- (xi) Each time a Driver/Bus Monitor is found to have used corporal punishment on a child. In addition, the Driver/Bus Monitor shall be dismissed immediately.
- (xii) Each time that a child(ren) is left unattended on a Vehicle. In addition, the Driver/Bus Monitor shall be dismissed immediately.
- (xiii) Each time a child has been delivered to an incorrect drop-off location or destination facility. In addition, the Driver/Bus Monitor shall be dismissed immediately.
- (xiv) Each time there is a failure to deliver a child to the correct drop-off location or destination facility as scheduled (with allowances for traffic, weather or other unavoidable conditions). In addition, the Driver/Bus Monitor shall be dismissed immediately.

- (xv) Each time an authorized child or other unauthorized individual is transported by the Driver/Bus Monitor when a vehicle is being utilized for Service under the Contract.
  - (xvi) Each time there is a failure to follow procedures for reporting accidents, emergencies and incidents as set forth in the Contract.
  - (xvii) Each time there is a failure to report immediately to the destination facility administration and the County or Agent any incident involving physical harm to children.
  - (xviii) Each time there is a failure to perform a "post trip" inspection after unloading children in accordance with the procedure established by the County or Agent to ensure that there are no children remaining on the Vehicle.
  - (xix) Each time a Driver operates a Vehicle in Service under the Contract when he/she has not received the proper training, instructions and/or courses as specified herein within the specified periods.
  - (xx) Each time there is a failure by the Transporter to provide, upon request, the required medical certificate, fingerprint record, driving record (abstract), reference letters, applications for employment and other data needed for the prior approval by the County or Agent of a Driver/Bus Monitor providing service under the Contract.
  - (xxi) Each time a Driver/Bus Monitor allows a child to continue an unsafe or dangerous act while on a vehicle.
  - (xxii) Each time there is a failure by the Transporter to service each designated pick-up or drop-off on a route.
  - (xxiii) Each time there is a failure by a Driver/Bus Monitor to have map books, up-to-date route sheets with appropriate information and directions for the route to be serviced.
  - (xxiv) Each time there is a failure to utilize a vehicle which meets the standards and requirements of the Contract and all applicable State and local laws and regulations.
- (b) One-half the cost of a vehicle/day (or one-half the sum of all charges for all passengers on that vehicle for that day as determined by the daily attendance sheet) may be deducted from subsequent payments due the Transporter for each day on which the following violations of the Contract occur:
- (i) Each time there is a failure by the Transporter to dispatch spare vehicles promptly.



- (ii) Each time the Transporter provides Services with a Vehicle that does not have an operable two-way radio communications set or mobile/cellular phone.
- (iii) Each time there is a failure by the Driver/Bus Monitor to properly complete the daily attendance sheets.
- (iv) Each time there is a failure of the Driver to wait at the pick-up point until the scheduled pick-up time if he/she has arrived early.
- (v) Each time there is a failure of the Driver to be familiar with the Vehicle and Traffic Laws, Regulations of the Commissioner of Motor Vehicles and Regulations of the State Commissioner of Education pertaining to children transported under the Contract.
- (vi) Each time there is a failure by the Transporter to provide new Services to a child within the time parameters agreed to with the County or Agent.
- (vii) Each time there is a failure by the Transporter to comply with County or Agent authorized changes to a route including additions or deletions of stops. This includes addition or deletion of runs or routes.
- (viii) Each time a Driver/Bus Monitor makes an unauthorized stop or smokes on a vehicle.
- (ix) Each time a vehicle is not equipped with a fire blanket, fire extinguisher, safety kit, first-aid kit, and seat belt cutters.
- (x) Each time there is a failure by the Transporter to ensure that the Vehicle interior and exteriors are clean.
- (xi) Each time there is a failure by the Transporter to ensure that unauthorized passengers, other than county-approved children and authorized adults, are not on the route.
- (xii) Each time there is a failure by the Transporter to provide documentation to the County as prescribed by the Contract.

Nothing herein shall limit the right of the County to declare the Transporter in default of the contract in advance or in lieu of or in addition to the assessment of Liquidated Damages.

## **VIII. INSURANCE REQUIREMENTS**

- A. Each bidder must have the following minimum coverages. If a bidder's policy does not strictly comply with these insurance specifications then he/she must submit a Declaration Page of their insurance verifying that coverage meets or exceeds the following:

Automotive Liability Insurance – Primary coverage of \$5,000,000.00 for each person and \$1,000,000.00 for each accident.

Property Damage - \$1,000,000.00

Excess Umbrella Liability Coverage - \$2,000,000.00

Greene County shall be included as an additional insured on ALL policies. ALL documentation regarding insurance MUST BE INCLUDED as part of the sealed bid. There must be a certification attesting that the policy will not be canceled or allowed to expire without sixty (60) days prior written notice to the County of Greene. Insurance documentation must show the expiration date of the policy. The policy should cover the duration of the entire program. If a bidder's policy expires on July 1, 2013 the insurance carrier should provide documentation of coverage through July 1, 2013, along with a letter verifying the fact that previous policies have been issued to the carrier and that, given the bidder's past accident record, they expect to continue the policy for the remainder of 2013. The successful bidder shall provide the County with a copy of all relevant policies clearly stating that Greene County has been added as an additional insured.

- B. The successful bidder will take out and maintain, during the life of this Contract, adequate Workman's Compensation Insurance for all of the employees who will be engaged in work under this Contract in compliance with the Compensation Law of the State of New York. A copy of this insurance shall be submitted to the County of Greene at the onset of the Contract.

## **IX. RATES AND SCHEDULE REQUIREMENTS**

- A. Each bidder must submit its bid by route on a per-child basis. Rates will be submitted for Greene County children to be transported from one of five (5) areas in Greene County to one of eleven (11) specified program sites. The bid will include a total of fifty-five (55) rates. Additional children transported from the same household shall be transported at a negotiated rate.
- B. Parents or other caretakers will be responsible for notifying transporters at least a minimum of one hour prior to the pick-up time if the child is not going to attend school or return from school to home on a particular day(s).

- C. Any mileage driven by the contractor without a child in the vehicle is not reimbursable unless no prior notice of absence was given in accordance with the above item. If no prior notice is given, the Transporter will only be paid for one-way for that particular child.
- D. All children riding on the vehicles are to board and be discharged at designated stops only, or as directed by the parent and agreed to by the contractor. Other stops are prohibited.
- E. The successful bidder will notify the parent or guardian in writing as to the pick-up and drop-off times, and will provide the parent or guardian with an appropriate contact person for schedule or address changes, school closings, delays or emergencies.
- F. The TRANSPORTER shall not combine COUNTY awarded routes with any outside routes, not sublet any part of the work under this Contract, not assign any monies due him/her hereunder without first obtaining written consent from the COUNTY. The Contract shall insure to the benefit of and shall be binding on the parties and on their respective successors and assigns. No assignment or transfer or operating agreement may be made in whole, or in part, without the specific written authorization of the COUNTY. The TRANSPORTER is considered to be the prime contractor and will at all times be responsible for total compliance of these specifications. TRANSPORTERS are expected to transport children to school on all days that the school is in session. If, for any reason, TRANSPORTER cannot transport a child, TRANSPORTER must notify the COUNTY, the school, and parents as soon as possible. TRANSPORTER will be responsible for any and all additional charges due to his/her inability to perform.

**X. FUEL**

All fuel will be supplied by the contractor.

**XI. FINANCIAL**

- A. A performance bond WILL BE REQUIRED of the successful bidder(s) if the bidder estimates his bid to be in excess of \$10,000.00 over the life of the Contract. The amount of such performance bond, if required, will be the average number of regular trips multiplied by the number of days school is in session. The financial responsibility of the surety company issuing the performance bond must be satisfactory to the Attorney for Greene County and the surety company must be authorized to do business in this state, no later than 90 days after awarding the bid.

- B. Transporters must bill on County vouchers for each child or each vehicle route being transported as applicable.

The successful bidder shall submit signed Attendance Sheets by week at the first Wednesday of each month showing the following:

1. Name of Driver and Bus Monitor
2. Signature of Driver
3. Month and Year of service
4. Vehicle Type & Number
5. Center based site served and time of program
6. List of all children transported
7. Attendance Record with pick-up and drop-off address
8. Attendance Record with days child went to school
9. Pick-up and drop-off times (Home to School)
10. Pick-up and drop-off times (School to Home)

The sheets giving the above information shall be sent, along with vouchers, no later than the first Wednesday of the month, to the Greene County Preschool Special Education program.

- C. Bid Security in the amount of 5% of the total bid price (add all of the summer sessions and school year sessions for a total bid price) must accompany the bid. This bid security must be in the form of a bid bond or certified check.

## **XII. PAST PERFORMANCE**

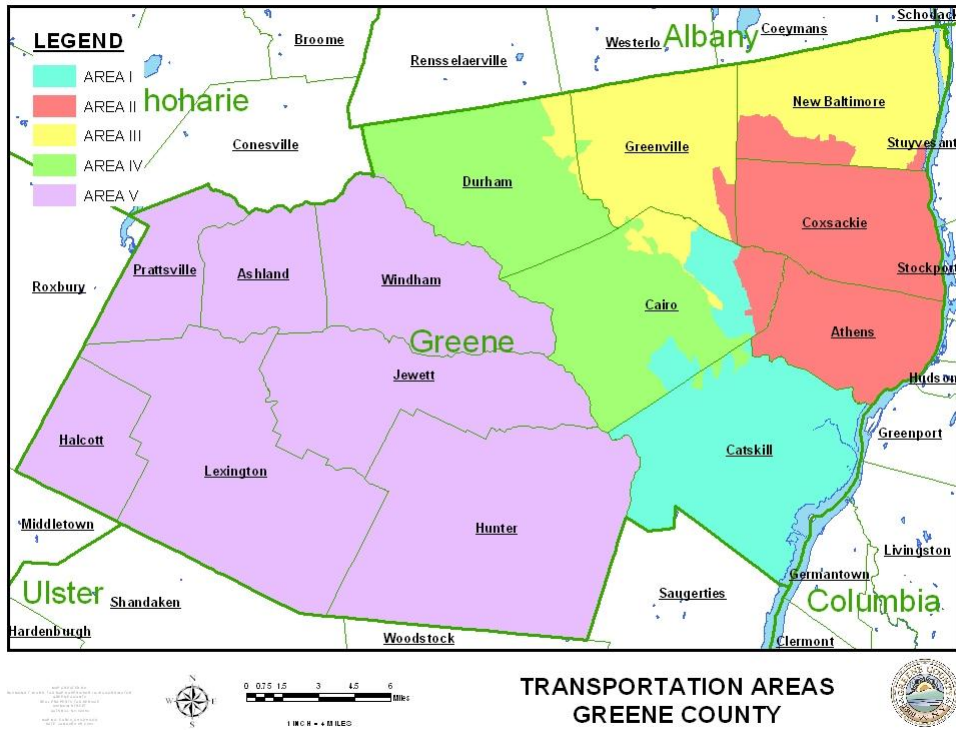
In the review of all bids, past performance will be considered heavily in making the final selection of Contractors. Before final bid awards are made, the County will conduct a performance review on each bidder likely to receive a bid award.

## **XIII. BID IN EXCESS OF CURRENT CONTRACT COST**

Greene County reserves the right to reject all bids in the event that the bids received all exceed the current Contract cost.

## Appendix A- BID FORM

Greene County children with disabilities will be picked up from one of five areas (see table below) and transported to the following programs. Please list a rate per child per route



1	Catskill, Palenville, Cementon, Leeds
2	Coxsackie, Earleton, Climax, Athens, Ravena
3	Greenville, Freehold, Surprise, Norton Hill, New Baltimore, Hannacroix
4	Cairo, Durham, Acra, Purling, Oak Hill, Round Top, South Cairo, Cornwallville, East Durham
5	Ashland, Windham, Maplecrest, Haines Falls, Hensonville, West Settlement, Lanesville, Prattsville, Hunter, Tannersville, Elka Park, Westkill, Jewett Lexington

- A. Advanced Therapy Classroom at Catskill Elementary School: 770 Embought Road, Catskill, NY
- B. Early Childhood Learning Center-Catskill site: 66 William Street, Catskill, NY
- C. Early Childhood Learning Center-South Cairo site: 2395 Route 23B, South Cairo, NY
- D. Early Childhood Learning Center-Cairo site: 30 Volunteer Drive, Cairo, NY
- E. Circle of Friends-Ravena site: 14379 Route 9W, Ravena, NY
- F. The Starting Place (COARC): 65 Prospect Avenue, Hudson, NY
- G. Center for Spectrum Services-Kingston: 70 Kukuk Lane, Kingston, NY
- H. Center for Disability Services-Albany: 314 South Manning Blvd., Albany, NY
- I. Country Acres Child Resource Center: 268 West Saugerties Road, Saugerties, NY
- J. Early Childhood Education Center: 251 Washington Ave, Albany or 3437 Carmen Road, Schenectady, NY
- K. United Cerebral Palsy Community Resource Center: 25 Webster St., Lake Katrine, NY 12449
- L. Additional Destination Facility or Destination Locations as requested by the County

**Routes:** \_\_\_\_\_ **List Price per Child:** \_\_\_\_\_

Area 1 to School A \_\_\_\_\_

Area 1 to School B \_\_\_\_\_

Area 1 to School C \_\_\_\_\_

Area 1 to School D \_\_\_\_\_

Area 1 to School E \_\_\_\_\_

Area 1 to School F \_\_\_\_\_

Area 1 to School G \_\_\_\_\_

Area 1 to School H \_\_\_\_\_

Area 1 to School I \_\_\_\_\_

Area 1 to School J \_\_\_\_\_

Area 1 to School K \_\_\_\_\_

Area 2 to School A \_\_\_\_\_

Area 2 to School B \_\_\_\_\_

Area 2 to School C \_\_\_\_\_

Area 2 to School D \_\_\_\_\_

Area 2 to School E \_\_\_\_\_

Area 2 to School F \_\_\_\_\_

Area 2 to School G \_\_\_\_\_

Area 2 to School H \_\_\_\_\_

Area 2 to School I \_\_\_\_\_

Area 2 to School J \_\_\_\_\_

Area 2 to School K \_\_\_\_\_

Area 3 to School A \_\_\_\_\_

Area 3 to School B \_\_\_\_\_

Area 3 to School C \_\_\_\_\_

Area 3 to School D \_\_\_\_\_

Area 3 to School E \_\_\_\_\_

Area 3 to School F \_\_\_\_\_

Area 3 to School G \_\_\_\_\_

Area 3 to School H \_\_\_\_\_

Area 3 to School I \_\_\_\_\_

Area 3 to School J \_\_\_\_\_

Area 3 to School K \_\_\_\_\_

Area 4 to School A \_\_\_\_\_

Area 4 to School B \_\_\_\_\_

Area 4 to School C \_\_\_\_\_

Area 4 to School D \_\_\_\_\_

Area 4 to School E \_\_\_\_\_

Area 4 to School F \_\_\_\_\_

Area 4 to School G \_\_\_\_\_

Area 4 to School H \_\_\_\_\_

Area 4 to School I \_\_\_\_\_

Area 4 to School J \_\_\_\_\_

Area 4 to School K \_\_\_\_\_

Area 5 to School A \_\_\_\_\_

Area 5 to School B \_\_\_\_\_

Area 5 to School C \_\_\_\_\_

Area 5 to School D \_\_\_\_\_

Area 5 to School E \_\_\_\_\_

Area 5 to School F \_\_\_\_\_

Area 5 to School G \_\_\_\_\_

Area 5 to School H \_\_\_\_\_

Area 5 to School I \_\_\_\_\_

Area 5 to School J \_\_\_\_\_

Area 5 to School K \_\_\_\_\_

**CERTIFICATE OF NON-COLLUSION**

To: County of Greene

Date: \_\_\_\_\_

RE: Attached Bid

I, \_\_\_\_\_

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HEREBY CERTIFY, as follows:

1. That the attached bid has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor.
2. That the bid has not been knowingly disclosed prior to the opening of bids to any other bidder or competitor.
3. That no attempt has been or will be made to induce any other person or firm to submit or not to submit a bid.
4. That the statements are accurate, under penalty of perjury.
5. That the attached hereto (if a corporate bidder) is a certified copy of a resolution authorizing the execution of the certificate by the signator of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_  
(Name of Company or Corporation)

By:

\_\_\_\_\_  
(Signature of Officer)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Address of Company)

\_\_\_\_\_

This certification is made pursuant to an amendment to the State Finance Law, the General Municipal Law and the Public Authorities Law, relating to non-collusion in public bids and proposals.