

COUNTY OF ROCKLAND
Department of General Services
Purchasing Division

Contract Award Notification

Title: **Transportation of Pre-School and Early Intervention Children With Special Needs**

Contract Period: September 1, 2024 thru August 31, 2027 w/2-1 year options

Original Date of Issue: April 11, 2024

Date of Revision: 04/02/2025

RFP No: **RFP-RC-2024-009**

Catalog: **Transportation**

Authorized Users: County Agencies

Address Inquiries To:

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Title: Purchaser II
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Fax: 845-364-3809
E-mail: samuels@co.rockland.ny.us

Description

This contract is for the transportation of Handicapped Pre-School & Early Intervention Children

Contract #	Vendor Number	Contractor & Address	Telephone No.
RFP 24-009	0000014432	Student Bus Co. 125 South Greenbush Road Orangeburg, NY 10962 Contact: John W. Ely jely@studentbusco.com	845-371-0800 FAX: 845-359-9217

County of Rockland CONTRACT

Dept. of General Services

Purchasing Division
50 Sanatorium Rd
Bldg A, 6th Fl, Room 609
POMONA NY 10970
www.rcpurchasing.com

Dispatch via Print

Contract ID RFP 24-009		Page 1 of 4
Contract Dates 09/01/2024 to 08/31/2027		Currency USD
Transportation of Pre-School &		Contract Maximum 23,000,000.00
Freight Terms	Buyer Email samuelss@co.rockland.ny.us	
Buyer SAMUELS, SABRINA	Phone 845/364-3807	Fax 845/364-3809

Supplier 0000014432
Student Bus Company
John Ely
16 Hoffman Street
Spring Valley NY 10977

Phone 845/359-9200
Fax 845/359-9217
jely@studentbusco.com

Tax Exempt? Tax Exempt ID:

Line #	Supplier Item	Item Desc	Item ID	Price	UOM
1		Round Trip (In and Out) Cost for Cluster 1 Schools, Hamaspik of Rockland County Inc., HASC and Spring Valley Head Start for Van and Monitoring Cost is Round Trip	95294000065	575.02000	Each
2		Round Trip (In and Out) Cost for Cluster 1 Schools, Hamaspik of Rockland County Inc., HASC and Spring Valley Head Start for Wheelchair Van and Monitor Price is Round Trip	95294000066	585.02000	Each
3		Full Day Cost (Multiple Trips-More than two) for Cluster 1 Schools, Hamaspik of Rockland County, Inc., HASC and Spring Valley Head Start for Van and Monitoring	95294000067	738.31000	Day
4		Full Day Cost (Multiple Trips-More than two) for Cluster 1 Schools, Hamaspik of Rockland County, Inc., HASC and Spring Valley Head Start for Wheelchair Van and Monitor	95294000068	748.31000	Day
5		One Way Trip Cost for Cluster 1 Schools, Hamaspik of Rockland County Inc., HASC and Spring Valley Head Start	95294000092	287.51000	Trip
6		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 2 SCHOOLS, HAVERSTRAW HEAD START (Two Location Stops) CAMPUS AND SHARON JOLLY AND ASSOCIATES FOR VAN AND MONITOR Price is Round Trip	95294000069	588.11000	Each
7		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 2 SCHOOLS, HAVERSTRAW HEAD START (Two Location Stops) CAMPUS AND SHARON JOLLY AND ASSOCIATES FOR WHEELCHAIR VAN AND MONITOR	95294000070	598.11000	Each

Authorized Signature

Paul J. Brennan

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8		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 2 SCHOOLS, HAVERSTRAW HEAD START (Two Location Stops) CAMPUS AND SHARON JOLLY AND ASSOCIATES FOR VAN AND MONITOR	95294000071	744.08000	Day
9		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 2 SCHOOLS, HAVERSTRAW HEAD START (Two Location Stops) CAMPUS AND SHARON JOLLY AND ASSOCIATES FOR WHEELCHAIR VAN AND MONITOR	95294000072	754.08000	Day
10		One Way Trip Cost for Cluster 2 Schools, Haverstraw Head Start Campus and Sharon Jolly and Associates	95294000093	294.05000	Trip
11		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 3 SCHOOLS, JAWONIO CAMPUS (Two Location Stops - Pre-School and IDP) AND PRIME TIME FOR KIDS FOR VAN AND MONITOR Price is Round Trip	95294000073	580.64000	Each
12		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 3 SCHOOLS, JAWONIO CAMPUS (Two Location Stops - Pre-School and IDP) AND PRIME TIME FOR KIDS FOR WHEELCHAIR VAN AND MONITOR Price is for Round Trip	95294000074	590.64000	Each
13		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 3 SCHOOLS, JAWONIO CAMPUS (Two Location Stops - Pre-School and IDP) AND PRIME TIME FOR KIDS FOR VAN AND MONITOR	95294000075	741.51000	Day
14		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 3 SCHOOLS, JAWONIO CAMPUS (Two Location Stops - Pre-School and IDP) AND PRIME TIME FOR KIDS FOR WHEELCHAIR VAN AND MONITOR	95294000076	751.51000	Day

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Line #	Supplier Item	Item Desc	Item ID	Price	UOM
15		One Way Trip Cost for Cluster 3 Schools, Jawonio Campus and Prime Time for Kids	95294000094	290.32000	Trip
16		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 4 SCHOOLS, FRED S. KELLER AND A STARTING PLACE FOR VAN AND MONITOR Price is Round Trip	95294000077	588.11000	Each
17		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 4 SCHOOLS, FRED S. KELLER AND A STARTING PLACE FOR WHEELCHAIR VAN AND MONITOR Price is Round Trip	95294000078	598.11000	Each
18		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 4 SCHOOLS, FRED S. KELLER AND A STARTING PLACE FOR VAN AND MONITOR	95294000079	744.08000	Day
19		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 4 SCHOOLS, FRED S. KELLER AND A STARTING PLACE FOR WHEELCHAIR VAN AND MONITOR	95294000080	754.08000	Day
20		One Way Trip Cost for Cluster 4 Schools, Fred S. Keller and A Starting Place	95294000095	294.06000	Trip
21		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR VAN AND MONITOR Price is round trip	95294000081	588.11000	Each
22		ROUND TRIP (IN AND OUT) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR WHEELCHAIR VAN AND MONITOR Price is Round Trip	95294000082	598.11000	Each
23		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR VAN AND MONITOR	95294000083	744.08000	Day

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Line #	Supplier Item	Item Desc	Item ID	Price	UOM
24		FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR WHEELCHAIR VAN AND MONITOR	95294000084	754.08000	Day
25		One Way Trip Cost for Cluster 5 Schools, Nyack Head Start and Small Steps	95294000096	294.06000	Trip
26		Partial Payment For Clusters 1-5 - 65% of the estimated monthly cost for the prior 2 months.	95294000102	1.00000	Dollar
27		Cluster 1 one way wheelchair half round trip route.	95294000103	292.51000	Each
28		Cluster 2 one way wheelchair half round trip route.	95294000104	299.06000	Each
29		Cluster 3 one way wheelchair half round trip route.	95294000105	295.32000	Each
30		Cluster 4 one way wheelchair half round trip route.	95294000106	299.06000	Each
31		Cluster 5 one way wheelchair half round trip route.	95294000107	299.06000	Each

TERMS AND CONDITIONS OF RFP-RC-2024-009 INCORPORATED HEREIN BY REFERENCE.

Authorized Signature



Edwin J. Day, County Executive**TITLE: Transportation of Pre-School and Early Intervention Children with Special Needs****RFP NUMBER:**
RFP-RC-2024-009**SCOPE OF WORK**

- 1.1. The Rockland County Department of Health is seeking proposals from qualified contractors, per the following specifications, for the provision of Transportation services for Preschool and Early Intervention Children attending educational programs and sites in the County of Rockland.
- 1.2. As of January 2024, the current program services 565 in total, 455 Preschool children and 110 Early Intervention children. There are sixty-three (63) school bus vans including five (5) 30 pack buses, forty-three (43) 20 pack buses, three (3) school bus wheelchair vans, two (2) spare school bus wheelchair vans, four (4) spare 30 pack school bus vans and six (6) spare 20 pack school bus van currently providing transportation service. There is an Attendant required on all vans in the program at this time. Estimated number of students for the 2024– 2025 program is (595) Preschool and Early Intervention children.
- 1.3. The number of vehicles and routes will depend on the geographical location and individual schedules of Preschool and Early Intervention children. Preschool and Early Intervention children schedules are developed by the destination programs in each Service Route and are subject to change. The County of Rockland reserves the right to combine destination facilities and routes for services. It is the County of Rockland's intention through routing efficiencies to reduce, wherever possible, the number of routes and vehicles needed for service during the term of this contract.

2. GENERAL REQUIREMENTS

- 2.1. The successful bidder(s) shall provide specialized transportation for County of Rockland children to and from their programs located at various sites. Full administration and monitoring of transportation contract will be performed by the County of Rockland Department of Health. The County of Rockland is mandated by Sections 4410 of the Education Laws of 1989, Chapter 428 of the Laws of 1992, and other applicable acts and amendments to provide safe transportation and services for eligible Early Intervention and Preschool disabled children.
- 2.2. Children in the Early Intervention and Preschool programs have a variety of physical and developmental disabilities. The majority of the children are suffering from learning, emotional and other developmental disabilities. Additionally, some of the parents of the children attending programs have special needs (i.e. deaf, emotional or developmental disabilities). The successful Contractor for a Service Route shall be sensitive to the needs of the children and parents and must be able to verify the required experience to manage the transportation services required.
- 2.3. The qualified bus contractor should submit Round trip, One-Way and Full Day Cost Price offers as per the enclosed specifications. After a careful review of all routes, the County of Rockland anticipates entering into a Service Contract with a responsible contractor (contractors) who the most qualified responsible projected Round Trip and Full Day Price(s) for transportation services from September 1, 2024 to August 31, 2027, (with the option to renew for two (2) additional one (1) year terms) for Early Intervention and Preschool children to the programs and sites listed. A CPI increase can be requested for each subsequent year (after completion of years one, two & three) of the contract. Contractor shall request the CPI-U increase in writing at least sixty days before the end of years four and five of the contract. If request is not received in writing sixty days in advance of the end of contract year, the County may deny any increase.
 - 2.3.1. CPI-U means the CPI rate for calculating maximum possible increases for pupil transportation

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contract extensions as determined by the New York State Department of Education. The Final and Binding decision to extend or not extend this agreement shall rest with the County of Rockland.

- 2.3.2. The Contractors may respond with pricing to individual clusters or all clusters. The County reserves the right to award this contract by cluster or in total, whichever is in the best interest of the County. The County will take into account administrative costs versus cost savings from awarding to multiple contractors.

3. QUALIFICATIONS FOR CONTRACTOR

- 3.1. No Bid will be considered unless the person, firm, or corporation submitting the bid submits evidence of the following conditions and qualifications, which evidence shall be used to determine the responsiveness and/or responsibility of the bidder. If required, a bidder shall certify its ability to meet them.
- 3.1.1. The Bidder must provide the necessary vehicles and related equipment and complement of component Drivers and Attendants and appropriate Administrative Staff (including qualified dispatchers and road supervisors) to carry out the timely uninterrupted transportation of Preschool and Early Intervention Children and other services as set forth in these specifications.
- 3.1.2. That the person, firm, or corporation submitting the Bid is not in bankruptcy or in receivership.
- 3.1.3. The successful bidder shall provide required vehicle maintenance and storage facilities to service the requirements of this contract. The successful bidder shall demonstrate knowledge and capabilities to satisfy all New York State Department of Transportation rules, regulations and vehicle inspection requirements. A detailed description of all maintenance and storage facilities to be utilized for this contract shall be submitted with this bid. This should include location, square footage, age, condition, and a list of equipment or resources available to meet the requirements of these specifications. Road service must be provided within thirty (30) minutes of a breakdown. County reserves the right to conduct an on-site inspection prior to award.
- 3.1.4. The Bidder shall have documented experience over the past five years, in successfully and satisfactorily providing school bus transportation services or bus transportation services for persons with special needs or disabled persons, similar to the services required by these specifications. Bidder shall have documented experience in complying with NYSDOT rules.
- 3.1.5. The Bidder shall include with its Bid a statement setting forth the extent and type of school bus transportation experience or experience in bus transportation services for persons with special needs or disabled persons; the bidder has over the past five years. The bidder must also submit as references names of school districts, private schools, parochial schools and non-profit agencies previously or presently served as well as the dates of such services which it may have provided, and the type of service provided.
- 3.1.6. Each Bidder must be able to prove to the satisfaction of the County of Rockland that it is responsible, reliable and has the business and technical organization, plant, resources, financial standing, cash flow and business experience to provide the services, staff and equipment required by these specifications.

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- 3.1.7. The Bidder has adequate cash flow to allow for the 90-day payment cycle for invoices. **Payment Time Frame:** The first week of each month the County will process a check to the contractor for 65% of the estimated average monthly costs for two months prior, for each route. Upon receipt of the Contractor's final invoice and attendance information, the remaining money actually due will be paid to the contractor within 30 days. Total estimated payment time frame is approximately 90 days from the dates of service. Should over payment be made with estimated monthly cost which results in a credit of the remaining balance, the credit will be applied to the following month's payment. If an overpayment is made in the final invoice which results in a credit the contractor must pay the County the difference.
- 3.1.8. The Bidder shall include with their Bid submission an authorized Consent of Surety from a surety company authorized to do business in the State of New York that consents and agrees that if the contract awarded through this solicitation is made to the corporation, person or persons submitting a bid in response to this solicitation, that it will become bound as surety and guarantee the faithful performance of the term of the contract.
- 3.1.9. The Contractor shall furnish a performance bond within five (5) business days in a sum equal to 25% of the annual contract, renewable annually for the term of the contract, when an intent to award has been issued.

The contractor will be required to furnish subsequent years' performance bonds equal to twenty-five percent (25%) of the subsequent year's annual contract price, no later than 30 days prior to the anniversary date of the first year of the contract term

3.1.10. REFERENCES

- 3.1.10.1. Each Bidder shall be able to prove to the satisfaction of the County of Rockland that it has successfully and satisfactorily provided, within the past five years, school bus transportation services or bus transportation services for persons with special needs or disabled persons, similar in size and scope to the services required by these specifications. Each Bidder shall supply references, in the form required by these specifications, from customers for whom it has provided services similar to the services required by these specifications and the references must contain information regarding the quality of work performed and the reliability of the Bidder. References shall be obtained from customers who are independent from, and/or have no relationship to the Bidder. The County of Rockland reserves the right to contact references to obtain additional information.

3.1.11. RIGHT TO REJECT

- 3.1.11.1. The County of Rockland reserves the right to reject any bid, if in the sole judgment of the County of Rockland the bidder does not meet the requirements set forth in these specifications or for any reasons deemed in the best interest of the County of Rockland.

4. SERVICE DESCRIPTION

- 4.1. The successful bidder shall provide transportation service to Rockland County disabled children who are under five years of age to and from education/rehabilitation programs and therapies as recommended by the Early Intervention Program or Committee on Preschool Special Education. Service to be provided

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under this contract is ordered by Rockland County. The contractor shall be responsible for providing all necessary services to all children requiring it within the Service Route awarded to them by Rockland County. The contractor shall be responsible to provide all personnel, equipment and support, not otherwise provided for in this specification, necessary to operate awarded services.

- 4.2. The contractor cannot mix other contracted children on County of Rockland routes.
- 4.3. For the purpose of this bid solicitation and resultant contract and interpretation hereof, it is agreed that the transportation of disabled Preschool and Early Intervention children are transported to and from school(s) regularly, promptly, safely, and without interruption or incident. That the interest of Preschool and Early Intervention children in such transportation shall take precedence over the interest of the contractor and its drivers, Attendants and staff. The contractor is solely responsible for the safety of the children during transportation to and from the educational facilities and programs. The contractor must have a 19-A dedicated safety person that is responsible for adhering to all safety procedures.

5. DEFINITIONS

- 5.1. The following is a definition of terms commonly utilized in this document.
 - 5.1.1. The County – This term refers to the County of Rockland acting by and through the Department of Health. The Department of Health is responsible for the management of this agreement.
 - 5.1.2. School – This means the school, program or agency that is providing educational/therapeutic services to children.
 - 5.1.3. Service Route – A school, a site and/or program designated by the County of Rockland and/or grouped together in order to provide safe, cost-efficient Preschool and Early Intervention transportation services.
 - 5.1.4. School Year – The school year is the period of time between September and June during which the program is in session. Calendars, which specify the dates the school is in session, are to be obtained from the school.
 - 5.1.5. Extended School Year (ESY) – The ESY session is the period of time between July and August that school is in session. Calendars for summer sessions are available through the school.
 - 5.1.6. Parent – The parent refers to the person who is legally responsible for the care of the child. It may be a parent, relative, foster parent or the Department of Social Services.
 - 5.1.7. Care Giver – These individuals are people designated by the parents to take care of the child. It may be the baby-sitters or daycare centers. Caregivers must be at least 14 years old. The Contractor shall not release any child to an individual not designated by the parent as the caregiver and/or younger than 14 years old.
 - 5.1.8. Emergency Care Givers – The individuals designated by the parent to receive the child in the event they or the regular care giver is unable to assume responsibility for the children. Emergency care givers must be at least 14 years old. The Contractor shall not release any child to an individual not designated by the parent as the emergency care giver and/or younger than 14 years old.
 - 5.1.9. Physically Capable – This term means that an individual does not have any health problems and will prevent him/her from performing the tasks associated with transporting disabled

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Preschoolers. This means, for example, an Attendant does not have health problems that would prevent him/her from placing a child in a car seat and securing him/her.

- 5.1.10. Morally Capable – This means that the driver or Attendant has not been convicted of crimes that could disqualify an individual from being a school bus driver or Attendant for any length of time under section 19(A) of the Department of Motor Vehicles Law and or by investigation by the Contractor during employment. This also includes but is not limited to the following:
- 5.1.10.1. S509-CC(2) (C) ii - S509-CC (1) (b) ii or S509 -CC (2) (C)iii of Vehicle and Traffic Law (Driving a bus while ability is impaired or driving while intoxicated due to alcohol or drugs).
- 5.1.10.2. S509-CC(1) (a) (i), S509-CC(1)(a)(ii), S509-CC(1)(a)(iii), S509-CC(1)(b)(i), 509-CC(2)(a), IS509-CC(2)(b), or S509CC(2)C(i) of Vehicle and Traffic Law (moral behavior).
- 5.1.10.3. A driver or Attendant may be determined to be morally incapable if they are subject of an indicated report by the State Central Registry and if the County of Rockland determines the circumstances of the report make the driver or Attendant unacceptable.
- 5.1.11. Chargeable Accident – A chargeable accident is one that must be reported, in accordance with Motor Vehicle Law, in which the driver was responsible for causing.
- 5.1.12. Operator – The Operator is the transportation firm or Contractor that is providing service under contract to the County of Rockland. The terms firm and contractor and company are used interchangeably.
- 5.1.13. Co-mingling – This refers to the transporting of Preschool age children with non-disabled preschool age children or any child over six (6) years or older.
- 5.1.14. Round Trip Cost – A ROUND TRIP COST IS DEFINED AS “A ONE-WAY IN AND A ONE-WAY OUT” IN A CLUSTER EACH DAY ROUTE TIME IS CALCULATED FROM THE FIRST CHILD PICK-UP TO THE OPENING SCHEDULED TIME OF PROGRAMS OR SITES AND/OR FROM THE SCHEDULED DISMISSAL TIME OF PROGRAMS AND SITES TO THE LAST SCHEDULED CHILD DROP-OFF. THE COUNTY OF ROCKLAND RESERVES THE RIGHT TO SCHEDULE MORE THAN ONE PROGRAM OR SITE ON ROUTES WITHIN THE (75) MINUTE ONE-WAY ROUTE TIME. ROUTES MUST HAVE AN ATTENDANT ON THE VAN, AT ALL TIMES, WHEN ROUTE IS TRANSPORTING PRESCHOOL AND EARLY INTERVENTION AUTHORIZED CHILDREN. THE COST FOR THE ATTENDANT IS ALL INCLUSIVE IN THE ROUND TRIP COST BID BY THE CONTRACTOR.
- 5.1.15. One Way Trip – A ONE WAY TRIP IS A ONE WAY TRIP WITHIN A CLUSTER AND SHALL BE HALF OF THE ROUND TRIP PRICE.
- 5.1.16. Full Day Cost – A FULL DAY VEHICLE COST IS DEFINED AS A VEHICLE PERFORMING A MAXIMUM THREE (3) TRIPS IN A CLUSTER, AM, MID DAY AND IN OR OUT AND PM. THE COUNTY OF ROCKLAND RESERVES THE RIGHT TO SCHEDULE MORE THAN ONE PROGRAM OR SITE ON ROUTES WITHIN THE (75) MINUTE ONE-WAY ROUTE TIME. ROUTES MUST HAVE AN ATTENDANT ON THE VAN, AT ALL TIMES, WHEN ROUTE IS TRANSPORTING PRESCHOOL AND EARLY INTERVENTION AUTHORIZED CHILDREN.

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THE COST FOR THE ATTENDANT IS ALL INCLUSIVE IN THE FULL DAY COST BID BY THE CONTRACTOR.

- 5.1.17. Trip – is defined by a Vehicle action encompassing a series of pickup points to bring passengers to one or more program locations or a series of drop-off points to take passengers back home.
- 5.1.18. Program Cluster – A Regional grouping of programs . Contains programs situated within a designated area. It is the Successful Bidder(s) obligation to transport all of the children from their point(s) of origin anywhere in Rockland County to their respective Facility(ies) within the Program Cluster. The County reserves the right to add or amend cluster.
- 5.1.19. New or Additional Program – defined as, if a new or additional Program is opened/added, and that new or additional program is within a reasonable proximity of an existing Program Cluster, the Transporter's contract for the existing Program cluster shall be deemed to include that new or additional program, and the prices applicable to that existing Program apply.
- 5.1.20. Transportation Service – For purposes of this agreement this term is defined as the transportation of each child to and from home or childcare facility utilizing a van that is appropriate to the specific needs of a child. This includes, but is not limited to, transporting a child in vans equipped with car seats and/or booster seats and harnesses, seat belt cutter, fire blanket, portable oxygen tank storage equipment, area maps, up-to-date routes on a clipboard, first aid kits, fire extinguisher, photo identification company approved ID badges, Preschool Route Numbers properly displayed on the vehicle, up-to-date student attendance sheets, trained drivers and Attendants and other vehicle equipment as required by regulations and these specifications.
- 5.1.21. GPS Enabled Vehicles – All Vehicles should be equipped with a GPS (Global Positioning System) enabled Vehicle tracking System. This system shall provide accurate, historical and real time vehicle location and route data. This system shall have the ability to create on-demand reports as requested by the County. This system shall be capable of recording and maintaining minimum of thirty (3) consecutive days of transportation on each media storage device.
- 5.1.22. All vehicles must be equipped with a video imaging system. At a minimum, the system shall be installed so that it will record images of all activity in the interior of the bus cabin. The County prefers a camera system that also records images of the roadway ahead of the bus (forward facing), when the bus is in service. Contractor shall store all recordings for no less than six (6) months from the date of recording (or longer if requested by the County or the County's Transportation Consultant) and must be kept available for viewing at the request of the County.

6. REGULATIONS

- 6.1. The contractor must comply with all rules, regulations and requirements concerning motor vehicles, pupil transportation, and disabled pupil transportation of Rockland County, the New York State Education department of Transportation, and the New York state Department of Motor Vehicles-including but not limited to Article 19A of the Vehicle and Traffic Law of the state of New York and Regulations of the New York State Commissioner of Education, Section 156.3 and the Federal Department of Transportation. The county of Rockland may investigate, review, audit necessary records, books, and data, to establish performance criteria necessary to determine that the contractor is providing service as herein specified.

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- 6.2. Contractor must list all NYSDOT notices of violations and disposition for the last three (3) years.
- 6.3. The contractor must comply with all COVID-19 guidelines that are put forth by New York State Education and/or enforced by the Rockland County Department of Health. Guidelines may include social distancing, mandatory masks for students and staff, and/or transit curtains.

7. COOPERATION

- 7.1. The contractor must work in cooperation with the staff of the school or program to arrange scheduling and resolution of problems relating to transportation needs. Problems which cannot be resolved between the school and the contractor must be submitted in writing to the County of Rockland Authorized Representative for the Transportation of Disabled Preschool and Early Intervention Programs. No changes or accommodations will be made without the consent of the County of Rockland. The report must be factual and specific.

8. VEHICLES

- 8.1. The contractor certifies ownership or lease provisions for an adequate number of vehicles with equipment or features, which are capable of, providing all Transportation Route Service Requirements as prescribed in these mandatory requirements.
- 8.2. The make, model year and DOT seating capacity of vehicles to be utilized for Transportation Service Route must be included with the Bid proposal. If a contractor cannot demonstrate, to the satisfaction of the County of Rockland, that he/she has the capacity to service the needs of Transportation Service Route or conform to the Bid specifications the Contractor's Bid shall be rejected. Bidder must supply an updated Annual Vehicle Inventory prior to school year. The decision of the County of Rockland is Final and Binding. CAR SEATS ARE REQUIRED ON ALL VEHICLES FOR EACH CHILD RIDING ON THE VEHICLE. SEAT BELTS ARE REQUIRED FOR THE DRIVER AND ATTENDANT.
- 8.3. Vehicles must be marked and visibly designated with the contractor's name. Designation must be displayed in a prominent and appropriate place.
- 8.4. All vehicles used in the performance of this Bid must comply with the requirements of the New York State Department of Transportation, the New York State Department of Education and the Vehicle and Traffic Laws of the State of New York, County of Rockland and all other laws or regulations of the State of New York pertaining to the transportation of children, school children, Preschool, Early Intervention or disabled children. All vehicles, including any spare, substitute or emergency vehicles used by the contractor, must be inspected by the Department of Transportation and display a current DOT inspection sticker. Chapter 653 Section 1229-C of Vehicle and Traffic Law requires that any child under the age of four being transported in a school bus must be restrained in an appropriate child restraint seat. The Contractor shall be responsible to provide car seats for transporting. In the event that a child does not fit in a car seat, a booster seat must be provided by the Contractor until the child is four (4) years of age. The Contractor must verify the safety and satisfactory condition of all car seats provided.
 - 8.4.1. Please Note: All children will require car safety seats. The car seats, harnesses and wheelchair securement devices provided will conform to all applicable standards of the New York State Department of Transportation, Education and Motor Vehicles. Car seats, harnesses and wheelchair securement devices are provided by the Contractor at his/her expense.
- 8.5. Fire Resistant Materials: All materials shall meet NY State DOT Requirements

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- 8.6. Heat ,Ventilation and Air Conditioning: Each van shall provide heat, ventilation and air conditioning for both the driver and children when necessary.
- 8.7. Vans: must meet all requirements of Section 720 and 721 of the New York State Transportation Regulations applicable to NYS Vehicle and Traffic Law and NYS Transportation Law and Federal Department of Transportation. All vehicles during the first year of this contract must be model year 2013 or newer. In each succeeding year of this agreement, all vehicles, including spares and wheelchair vans, at no time, will they exceed being eleven (11) years old as of September 1 of each contract year. The basis for determining age shall be the model year listed on the vehicle registration. All wheelchair vehicles utilized in this contract will accommodate a minimum of three (3) wheelchair positions and a minimum of three (3) ambulatory positions. The County of Rockland requires Bidder can provide the use of up to five (5) vans with the capacity of up to 30 passengers or 18 children in car seats plus an Attendant. Depending on the size of the Route the Contractor shall utilize the most cost effective and fuel efficient vehicle. The County retains the right to review the size of vehicles proposed for each Route and request the Contractor to make changes if the County deems it appropriate.
- 8.7.1. Any vehicles purchased after 2027 must be Zero Emission vehicles in accordance with NYSEERDA's guidelines released under the New York State Electric School Bus Roadmap and sections of the Electric School Bus Guidebook.
- 8.7.2. Contractor may request to use vehicles older than eleven years providing that they satisfy all New York State Department of Transportation requirements, have passed all required inspections and each such vehicle has been approved by Rockland County.
- 8.8. The County of Rockland reserves the right to inspect all vehicles utilized in the performance of this contract at any time during the term of the contract.
- 8.9. If the County of Rockland determines that a low Bidder cannot provide adequate documentation of appropriate vehicles and staff necessary for Preschool and Early Intervention Route services, the County of Rockland reserves the right to disqualify the Bidder(s). The decision of the County of Rockland is Final and Binding.
- 8.10. Whenever transportation of a disabled child requires a nurse or basic medical technician, the County of Rockland or School will notify the contractor. The Child's IFSP or IEP shall include this information and be provided with the TRF.
- 8.11. Whenever transportation of a disabled child requires wheelchair service the contractor shall be notified by the County of Rockland Department of Health or School.
- 8.12. Ramps and Wheelchair Securement Devices: All wheelchair vans servicing the Preschool and Early Intervention programs shall include a permanent, portable or retractable step to aid in boarding or alighting. In the event that the Contractor provides service to a program which served children confined to wheelchairs, the Contractor will provide a ramp-equipped van which meets the following minimum specifications:
- 8.12.1. Ramp Door: Shall be equipped with straps or locking devices to hold the door open when the ramp is in use. There shall be no lip or protrusion at the door threshold of more than 1/2".

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- 8.12.2. Ramp: Wheelchair ramps shall be of the following type, constructed of metal. The ramp shall be counter-balanced to provide one-person operational capability; and in a stored position inside the vehicle, the ramp shall not protrude more than 14" into the passenger space.
- 8.13. Wheelchair Restraint System: For each wheelchair position, a wheelchair securement device (or "tie-down") shall be provided. The securement device shall securely restrain the wheelchair during transport from forward, backward, lateral and overturning movements. The securement device should be adjustable to accommodate all wheelbases, tires (including pneumatic), motorized wheelchairs and specialized wheelchairs such as Amigos. Quick-release seatbelts shall be available to accommodate special tie-down situations as necessary upon prior notice. All wheelchair accommodation hardware must meet applicable New York State Department of Transportation requirements. Contractor for programs with children confined to wheelchairs shall make arrangements with the program sponsor and/or parent/guardian before the program begins to verify the wheelchair can be securely tied down.
- 8.14. Maps and Directions: The Contractor must maintain on each van, at all times, left/right direction cards written for the route for each child during the term of this agreement.
- 8.15. Maintenance of Equipment: The Contractor shall be solely responsible for the maintenance of vans, including all required preventative maintenance, to keep vans in safe and regular operating condition.
- 8.16. Spares: Properly equipped spare vans conforming to appropriate vehicle standards and required specifications must be available to be dispatched (within 30 minutes) in the event of a van breakdown. For the term of this agreement the Contractor shall maintain a minimum of ten percent (10%) of vans for a Service Route as operable back-up vehicles.
- 8.17. Pre-Trip Inspection of Vans: All vans must be checked before the start of service to ensure, that the brakes, signals, flashers, horn, lights, etc. are properly functioning, the car seats should also be checked to ensure that they are properly installed and complete the appropriate documentation for review by the County of Rockland.
- 8.18. Pre And Post Trip Inspection of Vans for Children: It is imperative that the driver and Attendant check the van during the conclusion of all runs in order to verify that all children have been delivered safely to and from their destinations. The vehicle's camera system shall not be turned off until the van has been checked to ensure that all children have been delivered safely to and from their destinations. If a child has been left on a vehicle due to driver and Attendant error, they shall be subject to immediate dismissal from the County of Rockland Preschool and Early Intervention Programs.
- 8.19. General Condition and Appearance: All vans shall have functioning and accessible seatbelts, be adequately padded, have ample legroom, be smooth riding, have a functioning speedometer and odometer, and have functioning interior lights within the passenger compartment. All vans shall be kept clean and have exteriors which are free of grime, cracks and breaks, dents and damaged paint that noticeably detracts from the overall appearance of the van. In addition, the passenger compartments must be clean and free from torn upholstery or floor covering, damaged or broken seats, and sharp edges.
- 8.20. Only pre-approved County of Rockland children can be transported under this contract. Prior written approval from the County of Rockland is necessary when transporting children of bus drivers or Attendants on the buses transporting County of Rockland children as specified in this bid. Failure to obtain prior County of Rockland approval in the performance of this contract, as per the above stipulations, could lead to an automatic cancellation of this contract.

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The contractor must provide the Rockland County Department of Health with an attendance sheet for each route within 14 business days of the weeks end. This attendance sheet must include the name of Driver and Attendant, the capacity of the vehicle used and a list of children to be transported on the vehicle, pick up and/or drop off times for each child, and the total daily mileage for each route.

8.21. The contractor must have verification of license/training, drug testing and fingerprint check for each Driver and Attendant on vehicle. An updated list must be submitted for any changes during life of contract.

9. STOP ARM CAMERA ENFORCEMENT PROGRAM

9.1. The successful contractor will be required to participate in the County's stop arm violation program with Bus Patrol and have exterior stop arm camera's and associated equipment on each bus.

9.2. The successful contractor will be required to enter into an agreement with directly with Bus Patrol to enroll in this program.

10. FUEL

10.1. The COUNTY has developed a procedure to calculate fuel price adjustments due to extreme unpredictable increases/decreases in the CONTRACTOR's fuel costs. The purpose of this clause is to protect the CONTRACTOR from extreme increases in fuel prices, and the COUNTY from extreme decreases in fuel prices, while also locking in a firm fixed price for transportation operation services. Fuel cost adjustments will be allowed when the cost of fuel is + / - 25% off the base price of fuel, established at the time of Contract commencement.

10.2. The need for the implementation of the Fuel Adjustment Clause will be reviewed on a quarterly basis, with the average price of fuel being calculated for the number of weeks in each quarter and determining the average price per gallon of fuel for that quarter.

10.3. The quarterly average price of fuel per gallon used by the CONTRACTOR in revenue service during each quarter subsequent to the first quarter after the Contract commencement date will be compared to the price of fuel on the Contract commencement date. If in such a quarter, the average price of fuel exceeds 125% of the Base Fuel Price, then the COUNTY will provide a supplementary payment to the CONTRACTOR equal to the amount by which the average price per gallon exceeds 125% of the Base Fuel Price per gallon multiplied by the number of gallons used in revenue service. Conversely, if in a given quarter, the average price of fuel per gallon is less than 75% of the Base Fuel Price, then the CONTRACTOR shall deduct from its next monthly invoice to the COUNTY an amount equal to the amount by which the average price per gallon is less than 75% of the Base Fuel Price per gallon multiplied by the number of gallons used in revenue service.

10.4. The "Base Fuel Price" shall be set based individually on the SPOT Price for Ultra-Low Sulfur No. 2 Diesel Fuel – New York Harbor and Conventional Gasoline – New York Harbor, Regular as published by the U.S. Department of Energy on the date of Contract commencement. Daily SPOT Prices are published by the Energy Information Administration division of the Department of Energy. Daily SPOT prices can be found at: http://www.eia.gov/dnav/pet/pet_pri_spt_s1_d.htm



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- 10.5. The CONTRACTOR shall be required to provide detailed fueling reports from the fueling system software that detail the amount of fuel, both diesel and gasoline separately, used in the quarter. The difference in price from the base fuel price to the quarterly average price for each fuel type will be multiplied by the actual number of gallons used for each fuel type to determine the additional payment due the CONTRACTOR, or the credit owed by the CONTRACTOR to the COUNTY.
- 10.6. Monthly fluid usage reports shall be provided by the CONTRACTOR and shall include information detailing gallons dispensed and miles per gallon for each vehicle as well as year-to-date information.
- 10.7. The CONTRACTOR shall be responsible, on behalf of the COUNTY, for public transit to obtain State and Federal exemptions applicable to the purchase and consumption of fuel for use in public transit. In this regard the CONTRACTOR shall obtain required permits and administer fuel transactions in a manner that fully complies with all applicable State and Federal requirements.
- 10.8. Should the cost of fuel be below the established base rate the contractor will be subject to credit the County the difference of the fuel cost. Credits will be applied to the following months payment. If a credit is due at the last invoice date, the contractor will send the County a payment in the form of a check.

11. ROUTES AND BIDDER DISCRETION

- 11.1. A contractor must work in cooperation with the County of Rockland, to determine the shortest route distance from the child's home to the school. The contractor must transport children, within a one-way seventy-five (75) minute route time frame, for each route with County of Rockland approval. Unless otherwise approved by the County of Rockland Representative it is the stated position of the County of Rockland that all Preschool and Early Intervention routes observe the seventy-five (75) minute or less one-way riding time for children where possible. Exceptions to this policy will be reviewed on an individual basis. The successful contractor must complete a Vehicle List for each route utilized. All changes after the start of programs will be shown on an amended Vehicle List and will be reviewed by the County of Rockland should any future cost adjustments be necessary to the successful contractor.
- 11.2. Route scheduling will be monitored by the County of Rockland to ensure that maximum efficiency of routing is realized. The County of Rockland reserves the right during this agreement to generate computer routing schedules and modules in order to verify safe and cost-efficient program routes. The contractor must cooperate with the County of Rockland in route scheduling as changes occur during the school year.
- 11.3. The Contractor shall request permission from the County of Rockland to add or delete a route. Request shall provide documentation supporting such request. Contractor shall not add or delete a route before receiving permission from the County of Rockland.
- 11.4. Routes: Route Descriptions and Maps - The Contractor must establish a route which will include the name, address, pick-up time and drop-off time for each child. Written left/right direction cards of each route operated by the Contractor for the services covered under the terms of this agreement shall be kept on the vans utilized to provide transportation services. Copies of the directions must be submitted at the request of the County of Rockland
- 11.5. Change of Routes: A Contractor must not change its routes without the permission of the County of Rockland. The affected school and parents must be notified before the change is implemented, and all

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other service standards must continue to be complied with. The Contractor will provide the schools, the parents and the County of Rockland with scheduled pick-up and drop-off times for each student prior to the beginning of the program service. Contractor shall notify the schools, parents and the County of Rockland about any changes in these schedules. (This does not refer to schedule changes caused by traffic, weather or other delays, as the procedures for notification of parents of these types of delays are detailed in Section 10 – Operating Procedures and Schedules).

- 11.6. Testing or Dry Run of Routes: Test runs of each route must be done prior to the start of service in order to ensure that travel time is within the time limits set by the County of Rockland and that the Driver and Attendant are familiar with both the pick-up and drop-off locations and the location of the school. All routes that are changed during the terms of this agreement must be tested prior to implementation. New drivers must conduct test runs prior to start of their service.
- 11.7. Assistance in Boarding and Alighting the Bus: The Attendants are expected to provide each child the assistance that is required to board, to travel in and to alight the van. This includes, but is not limited to making sure that children not traveling in a wheelchair, are securely fastened in a car seat and the car seat is securely fastened to the seat of the van. If a child travels in wheelchair, the Attendant is required to make sure that the child is securely fastened in the wheelchair and the wheelchair is properly tied down.
- 11.8. Assistance to and from the Vehicle: Parents, care givers and the school have primary responsibility for insuring that children get to and from the van safely. All children must be escorted to and from the bus door by a parent, care giver or school employee. Exceptions to this provision may be given by the County of Rockland on a case-by-case basis after a discussion with the Contractor.

12. OPERATING PROCEDURES AND SCHEDULES

- 12.1. Enrollment: It is the policy of the County of Rockland that no child may receive transportation services without authorization from the County of Rockland. The Contractor may not transport a Preschool age child at the direction of a school district or school.
- 12.2. It is understood and agreed that the contractor shall provide the transportation services called for by this contract on time and in strict conformance with the schools scheduled starting and ending times for the children being transported. This information will be provided by the schools. Any variation in this schedule must be approved by the County of Rockland.
- 12.3. TRF and Program Calendars: The County of Rockland shall request the providers (schools and sites) submit a Transportation Request Form (TRF) and a Transportation Calendar to the County of Rockland.
- 12.4. Change of Address: The provider will notify the Contractor and the County of Rockland in case of a child's change of address. The Contractor will accommodate these changes as soon as possible and will notify the County of Rockland when the implementation will occur, not later than five (5) days.
- 12.5. Additions and Deletions of Children: Children are added to and drop out of programs throughout the year. The service provider will notify the County of Rockland of any change. The County of Rockland will pay only for services rendered.
- 12.6. Number of Children Attending Program: The number of children enrolled in the program that requires transportation each day may vary. No warranty or representation, express or implied, is made about the number of children who will be attending the program and requiring transportation or where they live. The Contractor will be responsible for transporting all children in a Service Route attending the programs regardless of where they live.

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- 12.7. Transportation of Nurse or Private Aide: In cases where a nurse is required to meet a child's needs and indicated on the IFSP or IEP, the Contractor will accommodate all such County of Rockland requests, for no additional charge, if space is available on the van.
- 12.7.1. The need for the Nurse must be included on the TRF.
- 12.8. Procedures When the Child Is Not Ready to Be Picked Up At Home At The Scheduled Time: In the event that a child is not ready to be picked up at the scheduled time, the driver will not be required to wait more than three (3) minutes after the scheduled pick up time before continuing on the route, and notifying dispatch. The driver shall radio dispatcher of the "no-show" prior to leaving and proceeding to the next scheduled pick-up.
- 12.9. Procedures To Follow If Parent or Care Giver is Not At Home When The Child Is Dropped Off.
- 12.9.1. The driver must radio dispatch when a parent or caregiver is not home to receive the child. The Contractor should call the home and if no answer, should then call emergency caregivers previously supplied by the parents. During this time, the driver will continue on the route at the Contractor direction and if phone contact with the parent or the alternate is made, the Contractor could return to the home. **Driver and Attendant shall remain with the child until the parent or alternate obtains the child.**
- 12.9.2. If step #1 is unsuccessful, the Contractor should contact the program for assistance regarding updated emergency numbers, etc. While the van is completing its run, the office should continue to try to reach the parent or alternate by phone. If unsuccessful and the run has been completed, the driver should contact the dispatcher for authorization to proceed to the police department where the child resides, and the driver and the Attendant are to remain with the Child until the Parent or alternate obtains the child. The Contractor will then follow the procedure for reporting the incident.
- 12.10. Notification of the Parent or Guardian of Delays: Children shall be expected to wait no longer than fifteen (15) minutes beyond the scheduled pick-up time. Likewise, at the end of the program, children shall arrive at their home within fifteen (15) minutes of the scheduled drop-off time. In the event the Contractor is unable to comply with this requirement, it shall be the Contractor's responsibility to notify the child's parent or caregiver affected thereby regarding such delay and expected pick-up or drop-off time.
- 12.11. Notification by The Parent or Guardian When the Child Will Not Require Transportation. The parent or guardian is required to notify the Contractor at least one (1) hour in advance of the scheduled pick-up time if the child will not be requiring transportation on a given day. The contractor must have a dedicated line or voicemail box to facilitate calls.
- 12.12. Unnotified Absence of Children: If the parent or guardian fails to notify the Contractor and the child is not transported for three (3) consecutive days, the Contractor is to immediately notify the Rockland County Department of Health in writing by secure email. The County of Rockland shall notify the school and parent/guardian. Service shall be restarted when the parent calls the Contractor, and the County is notified.
- 12.13. A vehicle will be considered on time if it arrives at the school (for both starting and ending times) between 5 minutes before and 5 minutes after the officially scheduled time.
- 12.14. Early Dismissals Because of Weather or other Emergency Conditions: Cooperation between the School, County of Rockland and the Contractor is necessary when the weather causes road conditions, which



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may warrant a delay or closing of a Preschool and Early Intervention disabled children program. The emphasis, when making these decisions, shall be the safety of the children. In the event of an early dismissal, the Contractor will ensure that the children are picked-up as quickly as possible. The Contractor will inform the school when the vehicles will arrive to pick-up the children. Additionally, the school is to ensure that every parent or caregiver has been notified about the early dismissal.

12.14.1. If early dismissal is called prior to 11 am, the children shall be returned to their pickup address.

12.14.2. If early dismissal is called after 11 am, the children shall be taken to their drop off address.

12.15. Closing Because of Weather: Transportation will be canceled based upon the decision made by the County of Rockland in conjunction with school districts and BOCES. The County of Rockland does not have control as to when a school district makes its decision to close. The contractor will not be paid for services for a complete school closure.

12.16. Service Disruption: If something occurs on the van to profoundly affect, disrupt or interfere with the provisions of service, the Contractor shall inform the County of Rockland, the School and the County of Rockland immediately by phone and in writing. Types of events that shall be reported include, but shall not be limited to, delays in picking up, dropping off or delivering to the school of more than thirty (30) minutes; vehicle accidents or breakdowns, injury of passengers, sickness of passengers; or parent/care giver not being home to receive a child.

13. ATTENDANCE RECORDS

13.1. Attendance records must be kept for all children being transported by the contractor. These will be submitted with each invoice on a weekly basis. Any consecutive absences that span a period of 3 days shall be reported immediately in writing by the Contractor to the County of Rockland. The required forms including all information required shall be obtained from the County of Rockland Health Department.

13.2. Please note Medicaid regulations require that all such records must be kept on file for a period of six (6) years after onset of services.

14. MANAGEMENT STANDARDS

14.1. The Contractor shall employ an on-site manager, agent or supervisor to supervise its County of Rockland Preschool and Early Intervention operations. The Contractor will notify the County of Rockland as to the name of the individual assigned. The County of Rockland requires the on-site manager, agent or supervisors cell phone number.

14.2. Telephone Coverage: The Contractor shall provide adequate telephone coverage during all normal operating hours to receive cancellations of pickups from parents, to receive notifications from schools of early closings, to notify parents of delays of pick-ups or drop-offs, to provide assistance to drivers in locating parents or guardians as prescribed in these specifications. A telephone answering machine is not considered adequate coverage for this program. The Contractor will notify the schools as to what hours, telephone coverage and dispatchers are available. The Contractor will also provide the schools and the County of Rockland with current telephone numbers for the Contractor office.

14.3. Please Note: At the option of the County of Rockland, the Contractor will be responsible to provide a direct line or cell phone number to the Department of Health in order to expedite the delivery of

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Preschool and Early Intervention program services. The Contractor would be responsible for all expenses related to this telephone link.

- 14.4. After Hours Phone Numbers: The Contractor shall provide to the County of Rockland and the schools a list of individuals and their after-work phone numbers that may be contacted in the event of an emergency.
- 14.5. Voicemail Box: The Contractor must have a dedicated voicemail box for parents to report student absences.
- 14.6. Text Message: The Contractor must provide text messaging to parents/gardians with any changes to bus routes and times.
- 14.7. Fax Machine and Copy Machine: In order to provide safe, efficient and on time Preschool or Early Intervention transportation services to the County of Rockland Preschool and Early Intervention programs, the Contractor must maintain at each bus yard or terminal providing vans for the program an operable Fax and Copy machine adequate enough to deliver required services in this specification.
- 14.8. Right of Entrance Upon the Contractor's Property: The Contractor shall permit and allow any and all duly authorized County of Rockland employees or representatives to enter upon any part of the Contractor's property, facilities or vans for the purpose of inspecting the facilities, vans and equipment, inspecting and/or auditing bills and records, and for other matters relevant to the project upon sufficient notice by the County of Rockland of its intent to make such entry.
 - 14.8.1. No such notice shall be required for vehicle on-road inspections conducted by the County of Rockland while the van is at the school or site, discharging students to a parent or care giver or is otherwise in performance of providing service to a Preschool or Early Intervention route and children. The Contractor shall instruct its drivers and personnel to permit duly authorized County of Rockland representatives and/or employees of the County of Rockland's right of entry on vans upon the showing of proper identification. The decision of the County of Rockland is Final and Binding in the utilization of program and service inspections.

15. ESTABLISHMENT STANDARDS

- 15.1. The contractor must maintain a location that is within standards of the Rockland County Buildings Code Enforcement Division.
- 15.2. The contractors must have a valid certificate of occupancy and satisfactory annual inspections.
- 15.3. The establishment must meet all New York State Fire Prevention and Building codes.

16. TRAVEL TIME AND DISTANCE

- 16.1. The contractor shall transport children in the shortest possible time. It is understood and agreed no scheduled one-way pupil trip for this contract shall be longer in duration than seventy-five minutes unless prior approval for a longer trip has been given by the County. The contractor shall be aware that he/she is transporting disabled children under the age of five (5) who have physical and/or behavioral disabilities. Excessive travel and/or transportation problems can result in negative effects on Preschool and Early Intervention children.

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- 16.2. No child can be transported fifty (50) miles or more one-way unless prior approval is received by the State Education Commissioner. As a result, the County of Rockland must be notified in writing of any Preschool child being transported in excess of fifty (50) miles from home to a program site.
- 16.3. No child shall be picked up earlier than seventy-five (75) minutes prior to start of program.
- 16.4. No transferring of Preschool or Early Intervention children between vehicles shall be permitted without permission of the County of Rockland.

17. DROP OFF

- 17.1. No contractor shall deliver a child to a program or residence unless an authorized adult, parent or care giver is there to directly receive the child.

18. COMPLICATIONS

- 18.1. The contractor shall transport children to school on all days that the program is in session including all make-up days requested by the program.
- 18.2. Provisions for vehicle breakdowns must be made. Vehicles shall be available to provide immediate service, or the contractor must provide other equivalent means of service satisfactory to the County of Rockland, School. The contractor must submit a weekly list to the County of Rockland of any vehicles or routes that have broken down while transporting Preschool or Early Intervention children to programs. This list must include an explanation of the breakdown, identification of the vehicle and what actions were taken to deliver children safely either to or from Preschool or Early Intervention programs.
- 18.3. If the contractor will be late or cannot fulfill the transportation on any day, the contractor shall notify the school and individual parents as soon as possible. The contractor shall provide a time frame for resuming service and will be responsible for any and all additional charges due to his/her inability to perform. The name of the school contact person and phone number shall be provided to the contractor. The County of Rockland and School shall immediately be notified of these occurrences.
- 18.4. In the event of inclement weather, those children living in school districts whose schools have been closed due to snow days will not be transported to the preschool program. Parents will be notified at the beginning of the school year regarding this issue by the contractor. If a route must cross school district lines, which have been closed to pick up children in school districts, which have not been closed, the contractor must use his/her discretion regarding the road conditions. Should the decision to cancel transportation be made, the contractor must immediately notify the school and the parents of the children affected as soon as possible. The contractor must submit in writing to the County of Rockland, within twenty - four (24) hours, a **list** of all routes that have been canceled due to road conditions or program cancellations.

19. ACCIDENT NOTIFICATION

- 19.1. All accidents that occur while transporting Preschool or Early Intervention children must be reported to the Rockland County Department of Health immediately. A copy of the INCIDENT/ACCIDENT REPORT and Police Report, if applicable, shall be forwarded to the County of Rockland within three (3) days of the accident.
- 19.2. Drivers and Attendants are required to report to their supervisors any unusual incident or any accident while transporting children to or from school on the day they occur.

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- 20.1. The contractor must have the ability to add, change or delete stops and schedules within five (5) days from time of notification from the Authorized County of Rockland .
- 20.2. The contractor agrees that if it should become necessary to add to or delete children from a route as the school year progresses, which will result in increasing or decreasing the number of vehicles, routes and Attendants necessary to service the program or route, the approved contract Route Daily Cost Price shall prevail. The County of Rockland reserves the right to eliminate a complete route and reduce the contract price by a sum equal to the Route Daily Cost Price Bid by the contractor. Said route may then be consolidated into parts of other trips and routes, or discontinued completely. The contractor shall cooperate with the County of Rockland during the school year as routes are updated and modified. The decision on all routes by the County of Rockland shall be final and binding.
- 20.3. A Transportation Route Increase/Decrease Sheet and updated Vehicle List must accompany all additions and deletions of routes and Attendants. Contractor payments shall not be made unless these verifications are received.

21. STANDARDS OF SERVICE**21.1. LIQUIDATED DAMAGES**

- 21.1.1. In view of the difficulty the County and its passengers would suffer by reason of defaults in performance of the Service required hereunder on the part of the Contractor and its employees, staff and personnel, the following monetary sums are hereby agreed upon, fixed and determined by the parties thereto as "Liquidated Damages" that fairly represent the damage the County will suffer by reason of such violations of the contract to perform the Services and not by the way of penalty. Such Liquidated Damages may be imposed upon the findings of the County that a provision of the contract has been violated.
- 21.1.2. It is the intent of the County to provide passengers with safe and effective Transportation Services at all times and, in addition, to work cooperatively and reasonably with responsible Contractors. The County shall at all times act fairly and shall consider unusual circumstances concerning, among other things, break-downs or delays when considering whether Liquidated Damages should be imposed. In this regard, if it is determined that an act or omission concerns a technical matter and does not place a child in danger or risk liability to the County, a "warning" for a first offense may be issued. In the event that a Contractor is to be notified of an act or omission, such notification will be made within forty-eight (48) hours of the finding of such act or omission.
- 21.1.3. If the County selects to enforce the liquidated damages provision, the County will provide in writing to the Contractor a list of all contract violations the County has identified. A formal hearing will be scheduled, at which time the County will outline the contract violations and provide the contractor with the ability to answer these charges. Upon conclusion of the hearing and at a later date, the County will render a final decision on the application of Liquidated Damages, appeals for disputes arising as to the assessment of violation(s) will be arbitrated by the County, whose decision shall be final and binding.
- 21.1.4. Liquidated Damages may be assessed in an amount equal to the cost of a vehicle for the day for every vehicle (which shall be deducted from future payments to the Transporter), for every day and for every instance on which the following violations of this agreement occur:

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- 21.1.4.1. Each time there is a failure to provide all of the Vehicles and Services needed to do all of the work contracted for.
- 21.1.4.2. Each time a Driver and/or Attendant is found to have used corporal punishment on a passenger. In addition, the Driver and/or Attendant shall be dismissed immediately.
- 21.1.4.3. Each time a Child with Special Needs has been delivered to an incorrect or unauthorized drop-off location or destination Facility or to an unauthorized person. In addition, the Driver and/or Attendant shall be dismissed immediately.
- 21.1.4.4. Each time a Child with Special Needs has been left on a Vehicle rather than being delivered to a destination Facility or drop-off point. In addition, the Driver and/or Attendant shall be dismissed immediately.
- 21.1.4.5. Each time an unauthorized individual is transported without the prior written consent of the County when a vehicle is being utilized for Service hereunder.
- 21.1.4.6. Each time there is a failure to follow procedures for reporting incidents, accidents and emergencies as set forth herein, and/or each time the Transporter, or any of the Transporter's agents or personnel provide information concerning accidents or incidents to the media without the prior written consent of the County's Department of Law.
- 21.1.4.7. Each time a Driver and (if assigned) Attendant fail to perform a relevant time-of-day dry run of each Route, identifying the appropriate time that each passenger is to be picked up and returned home; and each time that the Transporter (or Driver or Attendant, as appropriate) fail to notify parents or caregivers of the transportation schedule. For the avoidance of doubt, this provision will apply to each day subsequent to the third day before the commencement of a Session (Summer or Fall-Spring) that such dry run is not conducted and/or parents are not notified of the schedule.
- 21.1.4.8. Each time that the Transporter fails to notify the appropriate destination Facility, parent(s) and/or guardian(s) of the fact that a Vehicle is operating fifteen or more minutes behind schedule.
- 21.1.4.9. Each time a vehicle is used that does not meet the age requirements as detailed in the specifications.

21.1.5. DEFAULT

- 21.1.5.1. Repeated incidents of unsatisfactory performance or failure to comply with other terms of the contract or overbilling will result in a recommendation for termination for default by the Director of Purchasing.
- 21.1.5.2. If the Contractor receives three (3) or more deductions, adjustments or applications of liquidated damages within any thirty (30) workday period of more than a total of twenty (20) deductions during a twelve (12) month period, the contract may be automatically terminated for default.
- 21.1.5.3. Termination for default of any portion of the contract shall result in termination of the entire contract for default.

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21.2.1. The transporter must encourage each driver and monitor to receive the influenza ("flu") and covid-19 vaccinations for each Flu season during the Contract term or wear a mask during such Flu season while performing transportation services under the Contract.

21.2.2. The transporter must require and ensure that each driver and monitor comply with applicable law pertaining to the prevention and control of COVID-19.

21.3. DISPATCHER

21.3.1. Each contractor shall have a minimum of two (2) dispatchers on duty for each school day during the times Preschool or Early Intervention buses are on routes, and one-half hour prior to the start of service and one-half hour after the last child is dropped off on each regular route. The contractor shall furnish the County of Rockland and Schools on a Service Route with a list of dispatcher's names and business phone numbers prior to the commencement of service. As personnel changes, it is the responsibility of the contractor to provide the County of Rockland and Schools with updated information. Volumes may reach a maximum of 600 calls daily during the start of the school year.

21.4. ROUTER

21.4.1. Each contractor must have a minimum of one dedicated router. The router must be able to accommodate a high volume of changes on a weekly basis. Routers are responsible for notifying drivers through adjusted attendance sheets with any changes. Any change that affects another child, their parent/guardian must be notified.

21.5. COMMUNICATIONS

21.5.1. All vehicles utilized to transport County of Rockland Preschool or Early Intervention children shall be equipped with fully operable Two-Way radio operable communications between the Contractor's office and the vehicles in the field. The communications system shall be in effect during the hours when children are being transported to or from school and one half hour prior to the start of service and one half hour after the last child is dropped off on each regular route. In special circumstances the County of Rockland will consider the utilization of portable or cell phones in the performance of this contract.

22. PAYMENT AND CLAIMS

22.1. Calculation of Payment: The Proposer is asked to provide Full Day, Round trip, and One-Way Route Daily Cost per van per day during the school year.

22.1.1. Full Day will consist of 3 to 5 legs per day

22.1.2. Round Trip will consist of an AM and PM route equaling 2 legs

22.1.3. One-way will consist of a single route which cannot be combined with another route. All one-way routes are subject to be combined if available to optimize transportation.

22.2. Attendance: Weekly attendance is due no later than 5 days from the end of the previous week and all attendance must be received no later than 5 days from the end of the previous monthly for payment to be submitted timely.

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- 22.3. The County of Rockland Claim form, supporting documentation will be submitted on a monthly basis. Such invoice and claim shall be submitted to the County of Rockland no later than fifteen (15) days after the end of the billing period. Upon submission of such claim and the required accompanying documentation, it is the County of Rockland's intention to process the claim within 30-60 days of submission and verification of services.
- 22.4. Invoice Claims for the summer program will be submitted following end of summer session to include both July and August costs. All of the above information must be included with the summer invoice.

23. BILLING

- 23.1. The contractor shall submit to the County of Rockland the Following Information with all appropriate documentation following the end of each month during the school year.
- 23.1.1. Completed route attendance records for each route signed by the driver.
- 23.1.2. Invoice for 65% of the previous 2 month period for payment.
- 23.1.3. Final invoice for balance of the month.
- 23.1.4. Mileage for all routes.

24. INSURANCE

- 24.1. Before any work is started, the contractor shall file with the Owner certificates evidencing the insurance of, and full payment for, all required insurance, insuring the Owner and the location of the operation, said insurance shall cover the Owner during the entire term of the contract. The County of Rockland shall be named as an additional insured with a copy of the insurance policy endorsement being submitted to the County of Rockland. All insurance shall be underwritten by a company satisfactory to the Owner and authorized to do business in the State of New York.
- 24.2. Liability and Property Damage Insurance: General Liability Insurance shall be in an amount of one (1) million dollars Combined Single Limit with two (2) million dollars in excess of one (1) million.
- 24.3. Worker's Compensation: The Contractor shall procure, pay for, and maintain during the entire term of this contract such insurance as will protect both the Owner and the Contractor from claims under worker's compensation acts and amendments thereto and from any other claims for damage for personal injury including death, which may arise from operations under this contract, whether such operations by himself/herself or by any other persons or corporations directly or indirectly employed by the Contractor. This contract may be declared by the Owner to be breached unless the Contractor and persons making and/or performing this contract shall secure compensation insurance for the benefit of, and keep insured during the life of such contract, all such employees, in compliance with the provisions of the Worker's Compensation Law.
- 24.4. Bus Owners Fleet Liability Insurance: Bus Owners Fleet Liability Insurance with the County of Rockland as an additional insured with a minimum limit of \$10,000,000 for bodily injury and a minimum limit of \$500,000 per occurrence for property damage or a Combined Single Limit (C.S.L.) of \$10,000,000 unless otherwise indicated. This insurance shall include for bodily injury and property damages the following coverage's:
- 24.4.1. Owned, Hired, Non-Owned vehicles.

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- 24.4.2. If any of the Property and Casualty Insurance requirements are not complied with, including renewal premiums, payments to the Operator shall automatically be withheld until these requirements have been met; or at the sole option of the County of Rockland, the County of Rockland may pay the Renewal Premium and withhold such payments from any monies due to the Operator. The County of Rockland can find the Operator in default of the terms of this Contract and may immediately terminate this agreement. The decision of the County of Rockland is Final and Binding.
- 24.5. Disability Benefits - Unemployment Insurance: The Contractor shall be required to pay for any disability benefits and unemployment insurance as required by law.
- 24.6. Social Security Taxes: The Contractor for the agreed consideration promises and agrees to pay taxes measured by the wages of their employees required by the Federal Social Security Act and all amendments thereto, and to accept the exclusive liability for said taxes.
- 24.7. Sexual Abuse & Molestation: The contractor must hold a minimum of \$1,000,000 per claim for sexual abuse & molestation claims. This coverage is mandatory with this contract, due to services provided to children.

25. INDEMNIFICATION

- 25.1. The County of Rockland and the Contractor agree that the Contractor is an independent Contractor and is not in any way to be deemed an employee of the County of Rockland. The contractor agrees to indemnify the County of Rockland for any loss the County of Rockland may incur through negligent acts, or omission of the Contractor, its officers, employees or subcontractor.
- 25.2. Hold Harmless Clause: The Contractor shall defend, indemnify, save and hold harmless the Owner from and against all suits, or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur, or which may be alleged to have occurred in the course of the performance of this agreement by the Contractor, whether such sum claimed shall be made by an employee of the Contractor, by a third person, or their representatives, and whether or not it shall be claimed that the said injury, death, or damage were caused through a negligent act, or omission, of the Contractor; and the Contractor shall, at its own expense, defend any and all such actions, and shall at its own expense pay all charges of attorneys and all costs and other expenses, arising there from, or incurred in connection therewith, and, if any judgment shall be rendered against the Owner in any such action, or actions, the Contractor shall, at its own expense, satisfy and discharge the same.
- 25.3. Assignability of Contract: The Contractor is prohibited from assigning, transferring, conveying, sub-contracting or disposing of this contract, or any part thereof, or any payment to become due there under, or of his/her right, title or interest therein or his/her power to execute such contract to any other person or corporation without the prior written consent of the Owner awarding the contract. In any and all instance where the Contractor fails to comply with this clause, this contract shall immediately be declared by the Owner to be breached and shall automatically be canceled. The decision of the County of Rockland shall be Final and Binding.
- 25.4. Contract Executory: The contract between the Owner and the Contractor shall be deemed executory only to the extent of the money available therefore, and no liability shall be incurred by the Owner beyond the monies available for the purpose. This agreement shall bind the successors, assigns, and representatives of the parties hereto.



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- 25.5. Proposal Prices Submitted: The Proposal prices submitted shall be exclusive of Federal and State Taxes and must not include any Tax for which the Contractor may claim exemption because of doing business with the County of Rockland.

26. COMPLIANCE WITH LAWS

- 26.1. Labor Regulations: The Contractor shall work in harmony with Labor Unions and shall be responsible for any and all delays, damages and incidents caused by his/her failure to do so.
- 26.2. Apprentice Employees: At the time of the execution of this contract, the Contractor must list any apprentice employees he/she employs, and proof that they are enrolled in an approved New York State apprentice program.
- 26.3. Materials: All materials, equipment, maintenance and vehicles utilized in the performance of this contract must be of the highest quality and/or grade for the delivery of safe and efficient transportation services.
- 26.4. Use of Premises: The Contractor shall confine his/her equipment and storage of materials, if any, and the portion of his/her employees to the limits directed by the Owner and shall not encumber the premises or any part thereof with his materials or equipment. All work shall be accomplished in such a manner as not to interfere with the orderly conduct of the business of the County of Rockland and its Schools in each Service Route. Since the buildings and schools are occupied, personnel shall be instructed to refrain from unworkmanlike conduct on the job.
- 26.5. Failure to Perform: Should the Contractor fail to perform as required by these specifications, the County of Rockland may cancel the order and terminate the contract. In such event, the County of Rockland shall assume no responsibility for, nor will it reimburse the Contractor for any expense or loss to the Contractor because of such termination or cancellation. The decision of the County of Rockland is Final and Binding.
- 26.6. Compliance With Laws: The Contractor shall comply with all provisions of laws in the State of New York and of the United States of America which affect municipalities and municipal contracts, and more particularly the Labor Law, The Immigration and Naturalization Laws and Regulations, the General Municipal Law, the Worker's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, Federal Social Security Law, State, Local and Municipal Health Laws, Rules and Regulations, and any and all regulations promulgated by the State of New York and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded there under with the same force and effect as if set forth at length herein. The Contractor's special attention is called to those laws which are set forth in detail below:
- 26.6.1. Non-Collusive Bidding, Certification - The attention of the Contractor is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:
- 26.6.1.1. Every Bid or proposal hereafter made to a political subdivision of the state or any public department, agency of official thereof where competitive Bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following true non-collusive Bidding certification.
- 26.6.1.1.1. By submission of this Proposal each Contractor and each person signing on behalf of any Contractor certifies, and in the case of a joint Proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.

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26.6.1.1.1.1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

26.6.1.1.1.2. Unless otherwise required by law, the prices have been quoted in this Proposal have not been knowingly disclosed by the Proposer and shall not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any Proposer or to any competitor and;

26.6.1.1.1.3. No attempt has been made or shall be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restricting competition.

26.6.1.1.2. A Proposal shall not be considered for award nor shall any award be made where above have not been complied with, provided however, that if in any case the Contractor cannot make the foregoing certification, the Contractor shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons with the Proposal a signed statement which sets forth in detail the reasons therefore. Where above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless the head of the Purchasing Unit of the political subdivision, public department, agency or official thereof to which the Proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

26.6.1.1.3. The fact that a Proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of the above paragraph.

26.6.1.2. Any Proposal hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Contractor for work or services performed or to be performed or goods sold or to be sold, where competitive Bidding is required by statute, rule, regulation, or local law, and where such Proposal contains the certification, shall be deemed to have authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion therein of the certificate as to non - collusion as the act and deed of the Corporation.

26.6.1.3. The form of non - collusion bidding certification following the form of proposal must be executed by the Contractor and submitted with the proposal.

26.6.1.4. The County of Rockland reserves the right to waive any informality or reject any or all Service Route Proposals.

26.6.2. Labor Law: The Contractor shall conform to all applicable requirements of New York State Labor Law.

26.6.3. Affidavit of Disclosure: Local Law No. 10 of 1974 requires disclosure of political contributions by persons doing business with the County of Rockland. Section 3 of the Local Law states that: "All

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corporations, partnerships or individuals prior to submitting a Proposal to the County of Rockland in excess of ten thousand dollars shall file an affidavit of disclosure with the clerk to the legislature containing a list of contributions made by the firm or any director, officer, or majority shareholder or the individual, directly or indirectly to any person or organization for any political party, or for any individual running for public office or for a committee for an individual running for public office, or for any public officer in Rockland County for a period of three years prior to the date thereof Such affidavit of disclosure shall be filed annually by December 31st until the contract is completed."

26.6.3.1. Proposers shall submit one completed copy of the Affidavit of disclosure located in the specifications with his/her Proposal.

26.6.4. Affirmative Action Plan: "the Bidder agrees to comply with Resolution 471 of 1975 and shall submit with its Bid an affirmative action plan if its business, (1) employs a minimum of 15 employees, and (2) does a minimum of \$50,000 per annum business with Rockland County. The Bidder further understands and agrees that if an affirmative action plan is required, but not attached to the Bid documents, the Bid will not be awarded."

26.6.5. Exculpatory Clause: The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act of omission to act of the County of Rockland or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

26.7. CANCELLATION OF PROGRAM

26.8. Cancellation of In-Person EI/Pre-K Program Services

26.8.1. In the event of an order, declaration, directive, or other similar action by the County, NYS Governors Office, New York State Education Department, and/or the Federal Government, or any agency, division, office, and/or department thereof, resulting in the suspension of in-person EI or Pre-K Program services and associated transportation services during any school year of the contract term (which includes the initial term, any renewal term and extended term), Transporter shall be entitled to receive an amount equal to 50% of the Transporter's total invoice amount for the month immediately preceding such suspension as approved and accepted by the County until such time as in-person EI/Pre-K Program services resume. If such suspension occurs during an extended school year, transporter shall be entitled to receive an amount equal to 50% of the average of the total amount paid by the County for transportation services performed by the Transporter in the previous July and August. This payment is for services necessary to preserve the Fleet itself, the integrity of the fleet in compliance with NYSDOT and NYSED regulations for equipment and training of staff to allow for the resuming of services immediately after a shut down. This portion of services would include routine maintenance of the fleet, continued lease payments for the fleet, continued training of drivers and mechanics, and administrative services for business continuity to support this effort. In the case of an emergency shut down, payment will not include route-based costs for drivers, Monitors, driver attendants, or routing fuel when not in use.

26.8.2. During the term of this agreement, new or old programs, sites and destinations may be developed that were not part of the original specifications but fall within or in proximity to an existing Service Route.

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- 26.8.3. The County of Rockland reserves the right to add these programs to an existing Service Route, with the approval of the Contractor, servicing the Route. The decision on these new or old programs by the County of Rockland is Final and Binding.
- 26.8.4. Cancellation of Programs: In the event a program does not operate a full term or cancels a summer session during the term of these specifications the County of Rockland shall only pay for services that have been rendered according to the agreement. The decision of the County of Rockland is Final and Binding.
- 26.8.5. Change of Destination: The location of programs within a Service Route may change during the term of this agreement. This is because programs often rent space from school districts and the school district's need for the classroom varies from one-time period to the next.
- 26.8.5.1. When the new location of an existing program is within the specified Service Route, the Contractor shall be responsible to provide service at no additional cost to the County of Rockland.
- 26.8.5.2. Therefore, a change in a program's location in proximity to a Service Route area in no way impairs or reduces the Contractor's obligation to provide services at existing Route Daily Cost rates. The Contractor assumes the risk in the event of a program's relocation. The decision of the County of Rockland is Final and Binding.

27. PROGRAM/PROPOSAL INFORMATION

- 27.1. It is the intent of the County of Rockland to provide safe and cost-efficient Preschool and Early Intervention services for each Transportation Service Route. In order to achieve cost savings, there will be no cap on the number of routes, vans, services, programs and sites that can be either added or deleted in each Transportation Service Route during the term of this contract.
- 27.2. The number of Preschool or Early Intervention children shown in the Proposal specifications for programs, Sites, and Transportation Service Routes are for estimated projection requirements only and should not be construed to represent either minimum or maximum locations of Preschool or Early Intervention children to be transported during the entire term of this contract.
- 27.3. The County of Rockland reserves the right to change the destination program, sites and hours of any or all programs, or any or all schools at any time prior to the letting of the contracts and any time thereafter. The County of Rockland reserves the right to add, change or delete destination facilities, programs or sites, and to change routes, school calendars, Preschool or Early Intervention Population's and time schedules, both daily and yearly, as the need may arise for each Transportation Service Route during the term of this agreement. In the event of a challenge to the above, the decision of Rockland County is Final and Binding.
- 27.4. All Vans and Wheelchair Vehicles Shall meet all requirements of Section 720 and 721 of the New York State Transportation Regulations applicable to NYS Vehicle and Traffic Law and NYS Transportation Law and Federal Department of Transportation. All vehicles during the first year of this contract must be model year 2013 or newer. In each succeeding year of this agreement, all vehicles, including spares and wheelchair vans, shall not exceed being eleven (11) years old as of September 1 of each contract year. The basis for determining age shall be the model year listed on the vehicle registration. All vans and vehicles used to transport County of Rockland Preschool and Early Intervention children to County of Rockland programs shall be air conditioned. All wheelchair vehicles utilized in this contract will

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accommodate a minimum of three (3) wheelchair positions and a minimum of three (3) ambulatory positions.

- 27.4.1. Contractor may request to use vehicles older than nine years if they satisfy all New York State Department of Transportation requirements, have passed all required inspections and each such vehicle has been approved by Rockland County. The final decision on using vehicles older than 11 years, rests solely with the County.
- 27.4.2. Vehicles shall be capable of transporting from seven (7) children in car seats to a maximum of eighteen (18) children in car seats. The actual required seating capacity will depend on the number of children scheduled to be transported on an individual run. The County, at its sole discretion, reserves the right to specify the type and size of the vehicle that the Contractor will operate on a route or on separate routes, so as to minimize the number of round trips required. Notwithstanding the foregoing, the Contractor may use two or more vehicles to service a run designated for a single vehicle; however, if that run can be serviced by a single vehicle with the maximum seating capacity of eighteen (18) children in car seats, the Contractor shall only be entitled to payment for one vehicle.
- 27.4.3. The Contractor shall submit a current report from the New York State Department of Transportation's BUSNET database for the past three (3) years that details a minimum of a 90% pass rate for DOT Inspections over that time period.
- 27.5. **Medicaid Clearance:** **No less than once each month, the contractor shall search the three Medicaid exclusion databases to ensure that no member of its staff who is responsible for accounting and/or invoicing for Contractor's services is included in such list.** Such lists are: **Office of Inspector General, UD Dept. of Health and Human Services** (<http://exclusions.oig.hhs.gov>); **Excluded Parties List System** (<http://www.epls.gov>); **New York State Office of the Medicaid Inspector General** (<http://www.omig.ny.gov>).
- 27.6. **Current Programs:** The current transporter is responsible for a total fifteen programs. Five (5) Early Intervention Programs and ten (10) Preschool Programs. Attachment A includes all programs, including addresses and program start and end times.
- 27.6.1. Programs may be added, deleted or modified at any time during the contract period.

28. BUSINESS ASSOCIATE AGREEMENT

- 28.1. Contractor shall agree to all terms and conditions as listed in the Business Associate Agreement included in this solicitation. Awarded Contractor shall be required to execute the Business Associate Agreement at time of contract. In addition, each contract year a newly signed Business Associate Agreement shall be needed.

29. REQUIRED CONTRACT CLAUSES

- 29.1. See Appendix A- (downloaded separately) General Terms and Conditions which are incorporated into this solicitation.

30. AWARD

- 30.1. The County reserves the right to award by each Cluster or the whole proposal in its entirety, whichever is in the best interest of County. The County will take into consideration the administrative cost to manage multiple contracts vs. the cost savings from awarding multiple contracts.

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30.1.1. Proposals shall include costs for all labor, equipment, fuel (for dry cost) and all other costs incurred in the delivery of the service.

30.1.2. Other relevant considerations which may be utilized in awarding the contract may include:

30.1.2.1. Previous performance by the Contractor under County of Rockland contracts or comparable contracts with other customers.

30.1.2.2. Failure by the contractor to properly perform contracts of a similar nature.

30.1.2.3. Previous and existing compliance, by the contractor, with any laws, rules, regulations and ordinances relating to previous or current contracts.

30.1.2.4. The character, integrity, reputation, judgment, experience and efficiency of the contractor.

30.1.2.5. The sufficiency of the financial resources and ability of the contractor to perform the contract. The County of Rockland may require the contractor to submit audited financial statements for the past two years to assist in this evaluation.

30.1.2.6. The ability, capacity and skill of the contractor to perform the required services as specified.

30.1.2.7. Any other information secured by the County of Rockland that may have a bearing on the decision to make an award.

PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

Experience / References form

The Contractor shall include with their proposal a statement indicating the extent and type of school bus transportation or other kinds of bus transportation experience the contractor has. The Contractor must also submit as references the names of the school districts, private schools, parochial schools or non-profit agencies previously or presently served as well as the dates of such services which they may have provided, and the type of services provided.

The contractor must have a minimum of four (4) year experience in providing school bus transportation services and/or transportation services for children with disabilities or special needs similar to the services required by this RFP during the ten (10) years immediately preceding the date of issuance of this RFP.

A minimum of three (3) references for which the contractor has provided Pre-K/ EI Program transportation services.

A minimum of three references for which the contractor provided transportation services that the same or substantially similar to those specified in this RFP.

Vehicles/ Location

A detailed description of the vehicles (make, model, and year) the Contractor owns or leases that will be utilized for this contract. If a Contractor will be purchasing or leasing new vehicles for this contract; the Contractor shall submit proof of their ability to purchase/lease the necessary number of vehicles by the contract start date. The contract will provide a final Vehicle Inventory list prior to the start of the contract and prior to September 1st for each additional year of the contract.

Edwin J. Day, County Executive**TITLE: Transportation of Pre-School and Early Intervention
Children with Special Needs****RFP NUMBER:**
RFP-RC-2024-009

A detailed description of all vehicle maintenance schedules, maintenance and storage facilities to be utilized for this contract shall be submitted with the proposal. This should include location, square footage, age, condition, and a list of equipment or resources available to meet the requirements of these specifications. Photographs to be included and all facilities must meet local zoning codes.

The Contractor must currently have a location in Rockland County to accommodate all required buses for the contract start date. If the contractor does not have a location in Rockland County at the time of the submission the contractor must submit proof of their ability to acquire a location and a potential location to accommodate all buses to fulfill the requirements of this contract.

Contractor shall list all NYSDOT notices of violations and disposition for the last three (3) years.

Contractor must submit a record of motor vehicle accidents for the past five (5) years, if applicable. The record must consist of any/all vehicle accidents under its control that occurred during the five (5) years preceding this RFP.

Contractor shall submit a current report from the New York State Department of Transportation's BUSNET database for the past three (3) years that details a minimum of a 90% pass rate for DOT Inspections over that time. The Make, Model Year and DOT seating capacity of vehicles to be utilized for on Transportation Service Route must be included with the proposal.

Additional Information, Interviews & Site Visits

The County may require any or all Offers to present additional evidence of experience, ability and financial standing as well as a statement as to the materials, equipment, or personnel which the Offeror will have available for the performance of the contract. The County reserves the right to interview, any or all Offers and/or visit any or all Offeror's sites during the evaluation of proposals. Offerors are reminded to include their best technical and price terms in their initial offer and not to automatically assume that they will have an opportunity to participate in interviews, site visits or be asked to submit a best and final offer. The County may award a contract without interviews and/or site visits for any or all Offerors, if deemed to be within the best interest of the County.

Each Offeror, by submitting a proposal in response to this RFP, affirmatively confirms to the County that (a) it has read and understands the specifications part of this RFP and its proposal is made in accordance therewith; (b) it has familiarized itself with the local conditions under which the services are to be performed; (c) its cost proposal is based upon all of the items including, but not limited to personnel and equipment described in the specifications part of this RFP and in accordance with all requirements, conditions, and terms thereof without exception.

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

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Paul Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

ADDENDUM # 2

RFP-RC-2024-009

Transportation of Pre-School and Early Intervention Children with Special Needs

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Question #1: Can we provide pricing for all five clusters but limit the maximum number of clusters or routes that we would accept?

Response #1: Yes, this would need to be noted in your proposal response.

Question #2: Could you provide either the total route mileage per route or per cluster?

Cluster 1	
41 AM HAM	5.29
41 MDO HAM	20.12
42 AM HAM	6.37
50 AM HASC	7.18
50 PM HASC	6.03
51 AM HASC	17.87
51 MDO HASC W/C	14.68
51 PM HASC	16.40
52 AM HASC	17.46
52 MDO HASC	6.03
52 PM HASC	11.63
53 AM HASC W/C	9.10
53 PM HASC W/C	12.17
54 AM HASC	15.55

54 MDI HASC	6.03
54 PM HASC	7.87
55 AM HASC	13.94
55 PM HASC	19.42
56 AM HASC	8.80
56 PM HASC	14.56
57 AM HASC	7.35
57 PM HASC	15.06
58 AM HASC	7.77
58 PM HASC	16.17
59 PM HASC	14.80
42 AM SVHS	17.32
42 PM SVHS	15.80
43 AM HAM	5.88
53 MDO HASC	10.67
59 AM HASC W/C	7.42

Cluster 2

101 AM SJG	25.70
101 MDO SJG	15.53
110 PM SJG	24.48
102 AM SJG	19.17
102 MDO SJG/SP	19.20
111 PM SJG	22.03
103 AM SJSP	29.44
103 MDO SJSP	27.44
113 PM SJSP	26.99
110 MDI SJG	19.27
104 AM SJSP	29.43
104 MDO SJSP	30.60
114 PM SJSP	18.91
111 MDI SJG	30.15
113 MDI SJSP	18.77
114 MDI SJSP	28.80

Cluster 3

71 AM JWIDP	16.05
71 MDO JWIDP	23.86
71 PM JWIDP W/C	26.12
72 AM JWIDP	7.19
72 MDO JWIDP	16.22
72 PM JWIDP	18.74
30 AM JWPRE	29.06
73 MDI JWIDP	21.14
30 PM JWPRE W/C	11.29
31 AM JWPRE	21.09

74 MDI JWIDP W/C	27.19
31 PM JWPRE	20.82
32 AM JWPRE W/C	15.41
32 PM JWPRE	20.80
33 AM JWPRE	23.18
33 PM JWPRE	18.65
34 AM JWPRE	17.76
34 PM JWPRE	29.96
73 AM IDP	20.34
60 AM PTFK	15.37
60 PM PTFK	18.74
61 AM PTFK	29.35
61 PM PTFK	13.33
62 AM PTFK	27.17
62 PM PTFK	18.87
63 AM PTFK	16.61
63 PM PTFK	25.31
64 AM PTFK	19.03
64 PM PTFK	26.84
80 AM BOCES	25.96
80 PM BPCES	23.38
81 AM BOCES	6.49
81 PM BOCES	24.64
82 AM BOCES	9.32

Cluster 4

01 AM ASP	41.31
13 MDI ASP	21.44
01 PM ASP	40.45
02 AM ASP	23.69
14 MDI ASP	22.31
02 PM ASP	8.65
12 AM ASP	19.43
11 MDO ASP	26.95
03 PM ASP	26.98
04 AM ASP	13.20
12 MDO ASP	20.26
04 PM ASP	18.26
05 AM ASP	10.60
05 PM ASP	14.37
06 AM ASP	19.43
15 MDI ASP	24.30
06 PM ASP	10.95
07 AM ASP	11.36

07 PM ASP	16.92
08 AM ASP	20.32
08 PM ASP	17.08
09 AM ASP	11.39
09 PM ASP	19.54
10 AM ASP	24.10
10 MDO ASP	21.40
10 PM ASP	31.44
11 AM ASP	22.75
11 PM ASP	11.41
13 AM ASP	17.59
16 PM ASP	25.19
17 PM ASP	19.38
18 PM ASP	22.97
12 PM ASP	9.58
13 PM ASP	8.40
20 AM FSK	28.72
20 PM FSK	31.34
21 AM FSK	22.52
21 PM FSK	16.22
22 AM FSK	26.29
22 PM FSK	23.51
23 AM FSK	17.90
23 PM FSK	22.54
X AM FSK	13.32
X PM FSK	12.39
<u>Cluster 5</u>	
40 AM HHS	17.10
40 PM HHS	5.88
41 PM HHS	10.40
44 AM NHS	30.67
44 PM NHS	12.31
45 PM NHS	13.90

Question #3: Can you provide the address for Boces, and Clarkstown new program?

Response #3: BOCES (Cluster 3)

65 Parrott Road
West Nyack, NY
9:45 to 2:45

Clarkstown
Congers Elementary School
9 Lake Road
New City, NY

Small Steps is closed

Question #4: Page 24 states that a “Full day will consist of 3 to 5 legs per day” while cluster 1 on page 35 states, for a full day cost, “(Maximum of 3 legs)”. Does the county intend to allow a collection of up to 5 independent trips within a cluster (by any combination of AM/Midday/PM) per day be combined into one full day billing item?

Response #4: The Full Day must consist of a minimum of 3 legs up to 5 legs which shall consist of any combination of AM/Midday/PM routes.

Question #5: In regard to the fuel adjustments, would the county consider establishing the base price at the SPOT price 1 week prior to the bid submission date? As the SPOT price posts on a 6-7 day lag, this would allow contractors to submit pricing based on a hard cost.

Response #5: The requestor did not provide information on what SPOT pricing they are referring to. The County will utilize the pricing published by the government website noted in the RFP only.

SIGNED:

Paul J. Brennan

**PAUL J. BRENNAN, FNIGP, NIGP-CPP, CPPO
DIRECTOR OF PURCHASING**

ADDENDUM

2/21/24

DEPARTMENT OF GENERAL SERVICES, PURCHASING DIVISION

Dr. Robert L. Yeager Health Center
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Paul Brennan, FNIGP, NIGP-CPP, CPPO
Director of Purchasing

ADDENDUM # 1

RFP-RC-2024-009

Transportation of Pre-School and Early Intervention Children with Special Needs

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A pre-proposal meeting was held on Wednesday February 7, 2024 at 11:00am EST. The following people were in attendance and questions asked and answered.

Sabrina Samuels- Rockland County Purchasing Division
Donna Bogin- Rockland County Department of Health
Matthew Kuhl- Student Bus Co.
Jack Ely- Student Bus Co.
Sonny Marquez- Student Bus Co.
Vincent Marzella- First Student
John Redmond- First Student
Vincent Scalpi- Richard Buses

Question #1: What is defined as a van?

Response #1: A van is defined as a 20 or 30 passenger bus.

Question #2: Can you bid on one (1) cluster?

Response #2: Yes, companies may bid on one (1) cluster or more.

Question #3: Does In & Out refer to a mid-day run?

Response #3: Yes In & Out would include a mid-day run. Any trip that is one-way in and one-way out.

Question #4: Can you confirm how many buses are used per day/per cluster?

Response #4: Cluster 1 - 12
Cluster 2 - 7
Cluster 3 - 14
Cluster 4 - 19

Question #5: Is the cost for EI per child?

Response #5: No, the cost is per route per cluster.

Question #6: Is a bid bond required?

Response #6: No

SIGNED:

Paul J. Brennan

**PAUL J. BRENNAN, FNIGP, NIGP-CPP, CPPO
DIRECTOR OF PURCHASING**

ADDENDUM

2/13/24