

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, 2019 through August 31, 2021 with 3 one-year options, **Extend through August 31, 2022 with 2 one-year options**

Original Date of Issue: August 16, 2019

Date of Revision: 10/19/21

BID No: **RFB-RC-2019-065**

Catalog: **Transportation**

Authorized Users: County Agencies

Address Inquiries To:

Name: Sabrina Samuels
Title: Purchaser I
Phone: 845-364-3807
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. |
|------------|---------------|--|---|
| BID 19-065 | 0000014432 | Student Bus Co. 16 Hoffman Street Spring Valley, NY 10977 Contact: John W. Ely jely@studentbusco.com | 845-359-9200 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

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| | | |
|---|--|--|
| Contract ID BID 19-065 | | Page 1 of 6 |
| Contract Dates 09/01/2019 to 08/31/2022 | | Currency USD |
| Transportation of Pre-School | | Contract Maximum 33,458,225.24 |
| Freight Terms FOB Destination | Buyer Email samuelss@co.rockland.ny.us | |
| Buyer SAMUELS, SABRINA | Phone | Fax |

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

Phone 845/359-9200
Fax 845/359-9217
FMANOCCHI@STUDENTBUSCO.COM

Tax Exempt? Y Tax Exempt ID: 13-6007344

| 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 | 477.18000 | 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 | 477.18000 | 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 | 680.19000 | 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 | 680.19000 | Day |
| 5 | | 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 | 477.18000 | Each |
| 6 | | 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 | 477.18000 | Each |

Authorized Signature

Paul J. Brennan

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| 7 | | 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 | 680.19000 | Day |
| 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 WHEELCHAIR VAN AND MONITOR | 95294000072 | 680.19000 | Day |
| 9 | | 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 | 477.18000 | Each |
| 10 | | 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 | 477.18000 | Each |
| 11 | | 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 | 680.19000 | Day |

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| 12 | | 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 | 680.19000 | Day |
| 13 | | 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 | 477.18000 | Each |
| 14 | | 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 | 477.18000 | Each |
| 15 | | FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 4 SCHOOLS, FRED S. KELLER AND A STARTING PLACE FOR VAN AND MONITOR | 95294000079 | 680.19000 | Day |
| 16 | | 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 | 680.19000 | Day |
| 17 | | 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 | 477.18000 | Each |

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|--------|---------------|--|-------------|-----------|------|
| 18 | | 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 | 477.18000 | Each |
| 19 | | FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR VAN AND MONITOR | 95294000083 | 680.19000 | Day |
| 20 | | FULL DAY (MULTIPLE TRIPS - MORE THAN TWO) COST FOR CLUSTER 5 SCHOOLS, NYACK HEAD START AND SMALL STEPS FOR WHEELCHAIR VAN AND MONITOR | 95294000084 | 680.19000 | Day |
| 21 | | 7% COVID Surcharge for Round Trip for Cluster 1 Schools, Hamaspik of Rockland County, HASC and Spring Valley Head Start | 95294000085 | 32.37000 | Each |
| 22 | | 7% COVID Surcharge for Round Trip for Cluster 2 Schools, Haverstraw Head Start Campus and Sharon Jolly and Associates | 95294000086 | 32.37000 | Each |
| 23 | | 7% COVID Surcharge for Round Trip for Cluster 3 schools, Jawonio Campus and Prime Time for Kids | 95294000087 | 32.37000 | Each |
| 24 | | 7% COVID Surcharge for Round Trip for Cluster 4 Schools, Fred S. Keller and Starting Place | 95294000088 | 32.37000 | Each |
| 25 | | 7% COVID Surcharge for Round Trip for Cluster 5 schools, Nyack Head Start and Small Steps | 95294000089 | 32.37000 | Each |

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|--------|---------------|--|-------------|-----------|--------|
| 26 | | 40% COVID Surcharge for School Colosures | 95294000090 | 184.95000 | Each |
| 27 | | One-Time Charge for COVID-19 related training & Equipment | 95294000091 | 1.00000 | Dollar |
| 28 | | One Way Trip Cost for Cluster 1 Schools, Hamaspik of Rockland County Inc., HASC and Spring Valley Head Start | 95294000092 | 238.59000 | Trip |
| 29 | | One Way Trip Cost for Cluster 2 Schools, Haverstraw Head Start Campus and Sharon Jolly and Associates | 95294000093 | 238.59000 | Trip |
| 30 | | One Way Trip Cost for Cluster 3 Schools, Jawonio Campus and Prime Time for Kids | 95294000094 | 238.59000 | Trip |
| 31 | | One Way Trip Cost for Cluster 4 Schools, Fred S. Keller and A Starting Place | 95294000095 | 238.59000 | Trip |
| 32 | | One Way Trip Cost for Cluster 5 Schools, Nyack Head Start and Small Steps | 95294000096 | 238.59000 | Trip |
| 33 | | 7% COVID Surcharge for One Way Trip for Cluster 1 Schools, Hamaspik of Rockland County Inc., HASC and Spring Valley Head Start | 95294000097 | 16.18000 | Each |

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| 34 | | 7% COVID Surcharge for One Way Trip for Cluster 2 Schools, Haverstraw Head Start Campus and Sharon Jolly and Associates | 95294000098 | 16.18000 | Each |
| 35 | | 7% COVID Surcharge for One Way Trip for Cluster 3 Schools; Jawonio Campus and Prime Time for Kids | 95294000099 | 16.18000 | Each |
| 36 | | 7% COVID Surcharge for One Way Trip Cost for Cluster 4 Schools, Fred S. Keller and A Starting Place | 95294000100 | 16.18000 | Each |
| 37 | | 7% COVID Surcharge for One Way Trip for Cluster 5 Schools, Nyack Head Start and Small Steps | 95294000101 | 16.18000 | Each |

TERMS AND CONDITIONS OF RFB-RC-2019-065 INCORPORATED HEREIN BY REFERENCE.

Authorized Signature

Paul J. Brennan

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

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

**BID NUMBER:
 RFB-RC-2019-065**

SPECIFICATIONS

1. SCOPE

- 1.1. The Rockland County Department of Health is seeking Bids, 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 2019, the current program services (509) Preschool children and (164) Early Intervention children. There are sixty-three (63) school bus vans including five (5) 18 children in car seat buses, four (4) school bus wheelchair vans and four (4) spare school bus vans currently providing transportation service. There is an Attendant required on all vans in the program at this time. Estimated number of students for the 2019 – 2020 program is (673) 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.
- 1.4. A ROUND TRIP COST IS DEFINED AS "A ONE-WAY IN AND A ONE-WAY OUT TO PROGRAMS AND/OR SITES EACH DAY. IF SERVICE IS REQUIRED, FOR ONLY ONE-WAY EITHER IN OR OUT TO PROGRAMS OR SITES, THE COUNTY SHALL UTILIZE HALF (1/2) OF THE AUTHORIZED ROUND TRIP DAILY COST AS PAYMENT TO THE CONTRACTOR. 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 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 THE ROUTE IS TRANSPORTING PRESCHOOL AND E.I. AUTHORIZED CHILDREN. THE COST FOR THE ATTENDANT IS ALL INCLUSIVE IN THE ROUND TRIP COST BID BY THE CONTRACTOR.
- 1.5. A FULL DAY IS DEFINED AS A VEHICLE PERFORMING THREE (3) OR MORE TRIPS IN A GIVEN DAY.

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 and / or its Agent. The County of Rockland is mandated by Sections 4410 of the Education Laws of 1989, Chapter 428 of

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the Laws of 1992, and other applicable acts and amendments to provide safe transportation and services for eligible Early Intervention and Preschool handicapped and 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. Transportation services to special programs for Early Intervention and Preschool handicapped children are being requested. The qualified bus contractor should submit Round trip 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 offer the lowest responsible projected Round Trip and Full Day Price(s) for transportation services from September 1, 2019 to August 31, 2021, (with the option to renew for three (3) additional one (1) year terms) for Early Intervention and Preschool children to the programs and sites listed and for future Service Cluster requirements. A CPI increase can be requested for each subsequent year (after completion of the first year of the contract) of the contract. Contractor shall request the CPI-U increase in writing at least sixty days before the end of each contract year. 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 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.**

3. PRE-BID MEETING and Questions

- 3.1. No Pre-Bid meeting has been scheduled for this solicitation.
 Specific questions concerning the RFB (Bid) shall be submitted in writing (facsimile shall be accepted) utilizing Questions Form on page 52

4. QUALIFICATIONS FOR CONTRACTOR

- 4.1. No Bid shall 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.
- 4.1.1. The Bidder can provide the necessary vehicles and related equipment and complement of component Drivers and Attendants and appropriate Administrative Staff (including qualified dispatcher and road supervisor) to carry out the timely uninterrupted transportation of Preschool and Early Intervention Children and other services as set forth in these specifications.
- 4.1.2. That the person, firm, or corporation submitting the Bid is not in bankruptcy or in receivership.
- 4.1.3. 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

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**TITLE: Transportation of Pre-School and Early
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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.

- 4.1.4. 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.
- 4.1.5. 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.
- 4.1.6. 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.
- 4.1.7. 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 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.
- 4.1.8. 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.

A performance bond satisfactory to the County of Rockland, executed by a surety company authorized to do business in the state of New York, in an amount of twenty-five percent (25%) of the annual price specified in the contract, shall be submitted at the time of contract execution. 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.

4.1.9. REFERENCES

- 4.1.9.1. 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

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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.

4.1.10. RIGHT TO REJECT

- 4.1.10.1. 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.

5. SERVICE DESCRIPTION

- 5.1. 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 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.
- 5.2. The contractor cannot mix other contracted children on County of Rockland routes unless he/she has received prior written approval from Rockland County and/or its agent.
- 5.3. For the purpose of this bid solicitation and resultant contract and interpretation hereof, it is agreed that the transportation of handicapped 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 driver's, Attendants and staff. The contractor is solely responsible for the safety of the children during transportation to and from the educational facilities and programs.

6. DEFINITIONS

- 6.1. The following is a definition of terms commonly utilized in this document.
- 6.1.1. 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.
- 6.1.2. School – This means the school, program or agency that is providing educational/therapeutic services to children.
- 6.1.3. 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.

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- 6.1.4. 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.
- 6.1.5. Summer Session – The summer session is the period of time between June and August that school is in session. Calendars for summer sessions are available through the school.
- 6.1.6. 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.
- 6.1.7. 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.
- 6.1.8. Emergency Care Givers – The individuals designated by the parent to receive the child in the event they are 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.
- 6.1.9. 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 handicapped 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.
- 6.1.10. 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:
- 6.1.10.1. 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).
- 6.1.10.2. 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).
- 6.1.10.3. 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.
- 6.1.11. 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.

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- 6.1.12. Operator – The Operator is the transportation firm or Contractor that is providing service under contract to the County of Rockland. The term’s firm and contractor and company are used interchangeably.
- 6.1.13. Co-mingling – This refers to the transporting of Preschool age children with non-handicapped preschool age children or any child over six (6) years or older.
- 6.1.14. Round Trip Cost – A ROUND TRIP COST IS DEFINED AS “A ONE-WAY IN AND A ONE-WAY OUT” TO PROGRAMS AND/OR SITES EACH DAY. IF SERVICE IS REQUIRED FOR ROCKLAND SHALL UTILIZE HALF (1/2) OF THE AUTHORIZED ROUND TRIP COST AS PAYMENT TO THE CONTRACTOR. 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.
- 6.1.15. Full Day Cost – A FULL DAY VEHICLE COST IS DEFINED AS A VEHICLE PERFORMING THREE (3) OR MORE TRIPS IN A GIVEN DAY. 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 FULL DAY COST BID BY THE CONTRACTOR.
- 6.1.16. Trip – is defined by a Vehicle action encompassing a series of pickup points to bring passengers to one or more programs or a series of drop-off points to take passengers back home.
- 6.1.17. Program Cluster – is defined as those areas (locations) containing the designated Program(s). 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.
- 6.1.18. 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.
- 6.1.19. Transportation Service – For purposes of this agreement this term is defined as the transportation of each child to and from home or child care facility utilizing a van that is appropriate to the specific needs of a child. This includes, but is not limited to, transporting

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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.

- 6.1.20. 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 and/or the County’s agent. This system shall be capable of recording and maintaining minimum of thirty (3) consecutive days of transportation on each media storage device.
- 6.1.21. 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.

7. DRIVERS, ATTENDANTS, AND REPORTS

- 7.1. Bids for Service Route shall be completed in full, which includes the Round Trip and Full Day Cost for an Attendant on all routes. The contractor is responsible for securing properly trained and qualified personnel. All Drivers and Attendants shall be physically and morally capable of supervising the safety and welfare of the children while they are in the care of the Contractor. An Attendant must be on all routes each day Preschool and Early Intervention children are transported. Failure to do so can lead to the automatic cancellation of this contract.
- 7.2. Due to the sensitivity of the Preschool and Early Intervention program and the additional training needed for all personnel who provide transportation services, the following requirements, training and record keeping for Attendants must be maintained:
- 7.2.1. All Attendants shall have experience in working with Preschool and Early Intervention children. It is preferred that attendants have experience working with disabled children, but it is not required except where noted. The experience requirement may be waived upon proof that the employee providing services under the contract. The Contractor shall maintain employment qualifications on file for inspection by the County of Rockland.
- 7.2.2. Driver and Attendants shall comply with the requirements of and receive such training as required by Article 19A or other regulations. By way of example, but not limitation, in accordance with 8 NYCRR 156.3 (b) (5) (iii), all Drivers shall receive a minimum of two (2) hours of refresher instruction in school bus safety at least two (2) times year, at sessions conducted between July 1st and the first day of school, and between December 1st and March 1st of each school year.

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- 7.2.3. In accordance with the New York State Education Department regulations and Section 1229-e of the vehicle and Traffic Law (and as recommended by the SBD/MI Advisory Committee, and approved by the New York State Education Department), Drivers and attendants providing services shall be required to attend not less than two (2) training sessions per year specifically concerning understanding of and attention to the special needs of preschool handicapped children.
- 7.2.4. All facilities for training employees must meet Delivery Agency requirements established in Department of Motor Vehicle Regulation Part 138 and be approved by the County and/or its agent. All training rooms shall have projection equipment, blackboards or whiteboards, flipcharts, video capability and provide a surface for students to write on (desks or tables).
- 7.2.5. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) all information concerning the passengers transported, including, but not limited to such passenger's names and addresses, is "protected health information" (PHI). Drivers, and Attendants, and members of the transporters staff who have access to such information shall receive training in maintaining the absolute confidentiality of PHI.
- 7.2.6. The Contractor shall also abide by the requirements of confidentiality of children's records provided under the Family Education Right and Privacy Act (FERPA) and the Individual with Disabilities Education Act (IDEA) when disseminating information to drivers and driver's assistance and other staff.
- 7.2.7. The Contractor shall ensure the attendance of all Drivers and Attendants at the required refresher courses and/or training sessions at no cost to the County, and shall provide the County and the Agent with an acknowledgement of attendance at such session(s) upon request. The County and/or the Agent may attend such training sessions.
- 7.2.8. Drivers and Attendants shall be examined by a physician prior to operating/attending a vehicle in the performance of Services hereunder. An examination to determine the physical condition of each Driver and Attendant shall be reported by the physician. With respect to the Drivers, the physician shall report the result of the physical on a form prescribed by the Commissioner of Education that complies with the requirements of Article 19A of the Vehicle and Traffic Law and NYCRR Section 156.3 of the regulations of the Commissioner of Education, and, as required with Department of Transportation regulations. With respect to the Attendants, the result shall be reported to the Contractor.
- 7.2.9. Physicals shall include a standard Mantoux Skin Test, and chest x-ray if indicated, for tuberculosis (a Tine Test is not acceptable); in the event a Driver or Attendant has diabetes, a blood test is required every six (6) months.
- 7.2.10. The Transporter shall provide a copy of Sections 6-11 and 6-12 of the regulations under Article 19A of the Vehicle and Traffic Law, to all physicians used for employees' physicals. On request, the Transporter shall provide the county with proof of compliance with the foregoing with respect to each Driver and Attendant.
- 7.2.11. All Drivers and/or Attendant records described in this section shall be maintained by the Contractor and shall be made available for inspection by the County and/or its Agent, and/or copies of such records shall be made and submitted to the County or to its Agent

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within ten (10) days of receiving a request, except for those items where a sooner response is required by the RFB.

- 7.2.12. It is important that an individual file and record be maintained for each Attendant Servicing Preschool and Early Intervention children. This file shall be located at the Contractor' place of business. The County of Rockland and/or its Agent reserve the right to inspect these files as needed.
- 7.2.13. The Contractor shall be responsible to maintain and update the following files on all Attendants Servicing Preschool and Early Intervention routes and upon request provide such documentation to the Department of Health or its agent:
- 7.2.13.1. An application form that includes the name, address, social security number, driver license number and current telephone # of the Attendant.
- 7.2.13.2. Three written references that are within one year of the September 1, 2019 date.
- 7.2.13.3. A current copy of a physical examination.
- 7.2.13.4. A current copy of a Mantoux test and results.
- 7.2.13.5. A verification of the August 2019 Refresher attendance. A verification of the January 2020 Refresher attendance. All Attendants must have minimum of two hours of Handicapped training during the school year.
- 7.2.13.6. A current written copy of a drug and/or alcohol test results if tested.
- 7.2.13.7. A copy of First Aid and CPR training requirements completed. The Driver and Attendant shall have completed the requirements for First Aid and CPR training on each bus. All Drivers and Attendants shall carry their CPR Certification Card with them at all times that are on a Vehicle providing Service to the County.
- 7.2.13.8. A copy of a Criminal History and Finger Print check by a Registry approved by the County of Rockland. If the Attendant has been checked under 19A a copy of the notification is sufficient. All written notifications and/or updates must be within one year of the September 1, 2019 date.
- 7.2.13.9. A current photograph of the Attendant. This can be a license photograph.
- 7.2.13.10. **All Attendants shall be cleared through the State Central registry.**
- 7.2.14. Assistance: The primary concern and responsibility of all Attendants shall be the children's safety. Attendants shall provide whatever assistance is required by the child to board, alight and ride the van safety and without incident.
- 7.2.15. Familiarity with Routes: Attendants should be familiar with the routes they are assigned and be capable of providing substitute drivers with directions and assistance.
- 7.2.16. Clothes and Food: The Attendant is neither permitted to help the child dress nor permitted to feed the child anything.
- 7.2.17. Manifests and Logs: The Attendant shall be responsible for completing any and all trip manifests or logs that may be mandated by the County of Rockland.

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- 7.2.18. Identification: Attendants shall have uniforms, photo ID identification badges and/or other forms of identification.
- 7.2.19. Demeanor: The Attendant must be courteous at all times. Attendants are not permitted to smoke, eat, drink or wear headphones while children are on the van. Attendants may not smoke on the van at any time. Attendants may not use a cell phone for private or personal calls on the bus or any other personal electronic device. Substitute Attendants: Substitute Attendants shall meet the same qualifications as the Attendants that are regularly assigned to a route.
- 7.3. Reporting Requirements: Daily Logs and Attendance Records. The Contractor will be required to record the daily use of the service for each child and will submit this record to the County of Rockland as part of the monthly reimbursement request. The information used to fill out these forms will be taken from the Daily Vehicle Log as approved by the County of Rockland Health Department.
- 7.4. Monthly Attendance Log: In the event that a child is scheduled for service, but is not provided with service on any day during the month, a written explanation of the reason why the child was not picked up shall be submitted to the Department of Health.
- 7.5. Service Disruption Log: This log is used to report incidents described in Section H - 16. The written notification will include the following information; date and time of the event, children's name(s), driver's name, Attendant's name, a description of what happened, what action was taken to resolve the problem and the signature of Contractor. The log format shall be approved by the County of Rockland Health Department.
- 7.6. The driver is responsible for operating the van in a safe and appropriate manner. All drivers, including substitutes, must comply with all New York State Department of Motor Vehicles and New York State Education Department School Bus driver certifications and regulations, (Section 156.3 of the Regulations of the Commissioner of Education and Section 509 -Article 19A-of the Vehicle and Traffic Law) and the Federal Department of Transportation.
- 7.7. The Contractor shall be responsible to maintain and update the following individual files on all drivers servicing Preschool and Early Intervention routes and upon request provide such documentation to the Department of Health:
- 7.7.1. An application form that includes the name, address, social security number, driver license number and current telephone number of the driver.
- 7.7.2. Three written references that are within one year of the September 1, 2019 date. A current copy of a physical examination. All physicals must be within one year of the September 1, 2019 date.
- 7.7.3. A current copy of a Mantoux test and results. All Mantoux tests must be within one year of the September 1, 2019 date.
- 7.7.4. A verification of the August 2019 Refresher attendance. A verification of the January 2020 Refresher attendance. All drivers must have a minimum of two hours of Handicapped training during the school year.

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- 7.7.5. A current written copy of a drug and/or alcohol test results if tested.
- 7.7.6. A copy of First Aid and CPR training requirements completed. The driver and the Attendant shall have completed the requirements for First Aid and CPR training on each bus.
- 7.7.7. Fingerprint check and/or verification update. A copy of the notification is sufficient. All written notifications and/or updates must be within one year of the September 1, 2019 date.
- 7.7.8. A current photograph of the driver. This can be a license photograph. -A verification of the annual driving review. All written notifications and/or updates must be within one year of the September 1, 2019 date.
- 7.7.9. A verification of the annual defensive driving review. All written notifications and/or updates must be within one year of the September 1, 2019 date.
- 7.7.10. A verification of the Abstract review. All written notifications and/or updates must be within one year of the September 1, 2019 date.
- 7.7.11. A verification of the Biennial -B/H the Wheel review. All written notifications and/or updates must be within one year of the September 1, 2019 date. -A verification of the Biennial -Oral & Written review. All written notifications and/or updates must be within one year of the September 1, 2019 date. A copy of the twenty (20) hour certification.
- 7.7.12. All drivers shall be cleared through the State Central Registry.**
- 7.8. The Contractor shall provide competent drivers and Attendants of high moral character, patience and familiarity in handling children with handicapping conditions. Drivers shall have at least one-year experience driving public or multi-passenger vehicles. Drivers shall have the appropriate and valid license to operate such motor vehicles, as well as all State and local licenses. The Contractor shall maintain employment qualifications and records on file for inspection upon request by the County of Rockland. All Drivers and Attendants shall receive Sensitivity Training.
- 7.9. Driving Record: Drivers shall have a safe driving record without a chargeable accident in the last two years. The County of Rockland reserves the right to require that drivers who have accumulated 9 or more points on the license within a two-year period to attend a driving refresher course to reduce the points on his/her license.
- 7.10. Abstracts: Contractor shall submit updated driver abstracts on all drivers semiannually to the Rockland County Department of Health. Abstracts submitted must have been obtained no more than sixty (60) days prior to the date they are submitted.
- 7.11. Identification: All drivers shall have uniforms, photo ID identification badges and/or other forms of identification. At a minimum, Drivers and Attendants shall wear a shirt that includes the company name/logo and in colder weather wear a jacket that includes the company name/logo. Photo Identification is required for both Driver and Attendant at all times. Quantities of shirts and jackets to be provided by the Contractor to all Drivers and Attendants are at the discretion of the Contractor.
- 7.12. Demeanor: The driver must be courteous at all times. Drivers are not permitted to smoke, eat, drink or wear headphones while children are on the van. Drivers may not smoke on the van at any time.

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- 7.13. Substitute Drivers: Substitute drivers shall meet the same qualifications as the drivers that are regularly assigned to a route.
- 7.14. Removal of Drivers: If the Health Department or County of Rockland representative, after consultation with the Contractor, in its sole judgment, shall determine that the best interest of the County of Rockland requires the re-assignment of a driver from the provisions of transportation services, the Health Department shall so notify the Contractor. Immediately upon receipt of the verbal and/or written notice, the contractor shall re assign the driver to a non-County of Rockland route that does not involve County of Rockland Preschool and Early Intervention children. The decision of the County of Rockland is Final and binding. Grounds for Removal of a Driver and/or Attendant from Service to the Program.
- 7.14.1. For the avoidance of doubt, under the following circumstances the Driver and/or the Attendant, as applicable, may be removed from service to the Program:
- 7.14.1.1. Each time a Driver is found guilty of committing a moving violation of the New York State Vehicle and Traffic Law while transporting passengers hereunder.
- 7.14.1.2. Each time a Driver and/or Attendant is found to have used corporal punishment on a passenger, or in any other manner mistreated a passenger.
- 7.14.1.3. Each time that a passenger is left unattended on a Vehicle.
- 7.14.1.4. Each time a passenger has been delivered to an incorrect or unauthorized drop-off location or destination Facility.
- 7.14.1.5. Each time a sleeping child is found to be on a Vehicle after the last stop inspection should have been conducted.
- 7.14.1.6. Each time there is a failure to deliver a passenger to the correct drop-off location or destination Facility as scheduled (with allowances for traffic, weather or other unavoidable conditions).
- 7.14.1.7. Each time a Driver fails to maintain complete control of a Vehicle and/or operates a Vehicle in an unsafe manner.
- 7.14.1.8. Each time a Driver operates a Vehicle under the influence of a controlled substance.
- 7.14.1.9. Each time a driver fails to report an incident.
- 7.15. Unattended Vans: Drivers shall not leave children on the van unattended.
- 7.16. Assistance: Drivers shall assist Attendants in insuring that children are properly fastened in their seats and that the car seats and wheelchairs are securely fastened to the van.
- 7.17. Familiarity with Routes: Drivers must be familiar with the route they are assigned to drive. When substitute drivers are used, they must be provided with a map and written directions for the route as well as verbal instructions and training.
- 7.18. Two-Way Radios: Drivers are required to know how to operate the operable two-way radio that must be equipped on all vans providing service under the terms and conditions of these specifications.

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- 7.19. Operating, Procedures and Schedules: All drivers shall be familiar with the Operating Procedures and Schedules as outlined in Section 12 of this specifications.
- 7.20. The Contractor will be required to notify a parent/guardian a minimum of two (2) days prior to the initiation or modification of service to their child. This notification will include time of pick up / return and the name of driver / Attendant who will be providing the transportation and name and telephone number of the transportation contact person.
- 7.21. It is required, insofar as possible that the same driver and Attendant are assigned daily to the same route. This is especially important because Preschool and Early Intervention children needing these services require consistent and familiar personnel as their Drivers and Attendants.
- 7.22. Drivers and Attendants will be expected to assist children on and off vehicles. Drivers and Attendants will not be expected to transfer children from bus to door or from door to bus.
- 7.23. A child will be picked up and dropped off at the regular designated point(s) provided by the County of Rockland, School and/or its Agent. No changes will be permitted unless; (1) notification is received by the contractor from the County of Rockland or school, or, (2) in the event of a verified emergency. Each driver of a vehicle will be responsible for the complete control of his/her vehicle and the children being transported therein. It shall be the responsibility of the driver/Attendant to maintain good order on vehicles and all violations of good conduct and improper behavior on the part of children shall be handled without the use of force or fear and shall be reported to the designated contact person of the school or program to which the child is delivered.
- 7.24. The successful contractor shall provide proof to the County of Rockland that each driver, substitute and Attendant who will be transporting County of Rockland approved children have been tested for tuberculosis by means of the Mantoux test and shall have received a negative result for such test. The cost for the Mantoux test shall be the sole responsibility of the contractor.
- 7.25. The contractor shall have all drivers and Attendants assigned to their routes prior to the first day of program start-up. The assigned driver must drive through his/her route to familiarize himself/herself with each stop location prior to the first day of the program.
- 7.26. The responsibility for hiring and discharging personnel shall rest entirely upon the contractor, and the contractor agrees that it shall not enter into agreement or arrangements with any employees, persons, groups, or organizations, which may in any way interfere with the contractor's ability to comply with this contract. Rockland County reserves the right to review all personnel records pertaining to employees utilized in the fulfillment of this contract. The contractor further agrees that, upon request of the County of Rockland, it will remove from service, any person who, in the opinion of the County of Rockland, will detract from the safe and efficient operation of transportation services in this contract. Written documentation will be provided by the County of Rockland to the contractor for all staff and personnel change requests.
- 7.27. In accordance with Federal and State regulations, SMOKING will NOT be permitted on vehicles when children are being transported to or from schools or programs. SMOKING is also prohibited by staff while a vehicle is waiting to pick-up children for transport or the vehicle is on its way to pick up any children. SMOKING shall NOT be permitted outside the vehicle by staff on school grounds and while waiting for the dismissal of children. The driver shall always insure that proper ventilation or temperature control exists on the vehicle during hot weather. This is especially important since

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some Preschool and Early Intervention disabled children are susceptible to severe temperature changes.

- 7.28. Drivers and Attendants shall be trained in basic first aid and CPR and have proof thereof on file and available when requested by County of Rockland, with cost of this training being paid by contractor. Since this is a County of Rockland requirement, the County of Rockland will allow, at a minimum, that either the driver or the Attendant on each van be trained, as per this section, prior to providing service under this contract. All employees must be trained as per this section within sixty days of employment to assist with the startup of the contract, the County will permit, for a period of 60 days from contract start date, that either the Driver or Attendant be trained in CPR. After the first 60 days of the contract, both the Driver and Attendant shall be trained in CPR as per the RFB requirements.
- 7.29. The driver or Attendant is not permitted to accept medication from a parent or guardian, without prior approval from the County of Rockland, nor are they permitted to administer said medication to any child.
- 7.30. The contractor will receive and/or verify instructions from the parent/guardian regarding emergency drop off locations and changes during their initial contact. If the change(s) significantly alter the route or service, the contractor shall notify the County of Rockland and/or school.

8. REGULATIONS

- 8.1. The contractor must comply with all rules, regulations and requirements concerning motor vehicles, pupil transportation, and handicapped 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 and / or its Agent 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.
- 8.2. Contractor shall list all NYSDOT notices of violations and disposition for the last three (3) years.

9. COOPERATION

- 9.1. The contractor shall 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 shall be submitted in writing to the County of Rockland Authorized Agent for the Transportation of Handicapped Preschool and Early Intervention Programs. No changes or accommodations shall be made without the consent of the County of Rockland and/or the County of Rockland Authorized Agent. The report shall be factual and specific.

10. VEHICLES

- 10.1. 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.

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- 10.2. The make, model year and DOT seating capacity of vehicles to be utilized for on 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. SEAT BELTS AND CAR SEATS ARE REQUIRED ON ALL VEHICLES FOR EACH CHILD RIDING ON THE VEHICLE. SEAT BELTS ARE REQUIRED FOR THE DRIVER AND ATTENDANT.
- 10.3. Vehicles shall be marked and visibly designated with the contractor name. Designation must be displayed in a prominent and appropriate place.
- 10.4. All vehicles used in the performance of this Bid shall 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 handicapped 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.
- 10.4.1. Please Note: All children under the age of four (4) will require car safety seats. Other older children may require car seats or shoulder harnesses. 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.
- 10.5. Fire Resistant Materials: All materials shall meet NY State DOT Requirements
- 10.6. Heat and Ventilation: Each van shall provide heat for both the driver and children when necessary. Adequate summer ventilation for vans without air-conditioning shall be provided.
- 10.7. Air Conditioning: All programs in a Service Route require air-conditioned vans. The number of programs and children requiring air-conditioned van service cannot be determined at this time. The Contractor shall provide an air-conditioned van within five (5) days after it is requested at no additional charge to the County of Rockland. All vans require air conditioning, which must be capable of providing adequate cooling evenly and throughout the van.
- 10.7.1. Please Note: For the term of this contract, the Contractor must maintain a fleet of vans that are air conditioned for all routes at no additional charge to the County of Rockland. The Contractor shall provide additional air-conditioned vans within five (5) days after it is requested at no additional charge to the County of Rockland. All air-conditioned vans must be capable of providing adequate cooling evenly and throughout the van.

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- 10.8. Vans: 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 2008 or newer. In each succeeding year of this agreement, all vehicles, including spares and wheelchair vans, at no time, shall they exceed being nine (9) 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.
- 10.8.1. Contractor may request to use vehicles older than nine 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 and/or its Agent.
- 10.9. The County of Rockland and/or its Agent reserves the right to inspect all vehicles utilized in the performance of this contract at any time during the term of the contract.
- 10.10. Whenever transportation of a handicapped child requires a nurse or basic medical technician, the County of Rockland Authorized Agent or School will notify the contractor. The Child's IFSP or IEP shall include this information and be provided with the TRF.
- 10.11. Whenever transportation of a handicapped child requires wheelchair service the contractor shall be notified by the County of Rockland Department of Health or School.
- 10.12. 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:
- 10.12.1. 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".
- 10.12.2. Ramp: Wheelchair ramps shall be of the following type, contracted 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.
- 10.13. 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

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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.

- 10.14. Maps and Directions: The Contractor shall maintain on each van, at all times, an up-to-date map, and left/right direction cards written for the route for each child during the term of this agreement.
- 10.15. 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.
- 10.16. 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.
- 10.17. Pre-Trip Inspection of Vans: All vans must be checked before the start of service to insure, 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.
- 10.18. 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.
- 10.19. 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.
- 10.20. Only pre-approved County of Rockland children can be transported under this contract. Prior written approval from the County of Rockland is necessary when the contractor seeks to utilize a vehicle transporting County of Rockland Preschool and Early Intervention children in conjunction with other separate contracts. 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.
- 10.21. The contractor(s) shall furnish the Rockland County Department of Health or its Authorized Agent for the Transportation of Handicapped Preschool and Early Intervention Programs, within five (5) working days after the first day of the program is in session an updated vehicle, Driver and Attendant list for each route. This list shall include the name of Driver and Attendant, the capacity of the

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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. Failure to do so may result in a per diem rate of \$250 per route deducted from future payments for each day the list is delinquent. Attach 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.

11. ROUTES AND BIDDER DISCRETION

- 11.1. A contractor shall work in cooperation with the County of Rockland, School and/or its Agent to determine the shortest route distance from the child's home to the school. The contractor shall 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. Refer to 10.22 above. 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 and / or its Agent to ensure that maximum efficiency of routing is realized. The County of Rockland and / or its Agent 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 shall cooperate with the County of Rockland and / or its Agent in route scheduling as changes occur during the school year.
- 11.3. The Contractor shall request permission from the County of Rockland Authorized Agent to add or delete a route. Request shall provide documentation supporting such request. Contractor shall not add or delete a route before receiving written permission from agent.
- 11.4. Routes: Route Descriptions and Maps - The Contractor shall establish a route which shall include the name, address, pick-up time and drop-off time for each child. Written left/right direction cards and maps 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 and/or maps shall be submitted to the County of Rockland or its agent within five (5) business days of the beginning of route service. Whenever changes are made in any route, the revised map and/or directions (route) must be submitted to the County of Rockland within five (5) business days of the change. Such changes would include, but not limited to, additions, deletions or reassignment of children to other routes. The County of Rockland must approve additional routes before the start of service.
- 11.5. Change of Routes: A Contractor shall not change its routes without the permission of the County of Rockland and/or its agent. The affected school and parents must be notified before the change is implemented, and all other service standards must continue to be complied with. When a route change is implemented, the route maps and/or descriptions required in number (11.4) above of this section must be updated and the revised maps and/or descriptions kept on the vehicle. The Contractor will provide the schools, the parents and the County of Rockland with scheduled pick-up and drop-

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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 12 – Operating Procedures and Schedules.

- 11.6. Co-mingling: The Contractor shall be allowed to provide transportation to more than one of the participating schools in a Service Route, however, the Contractor shall not be permitted to Co-mingle County of Rockland approved Preschool and Early Intervention children with other non-County transportation contracts.
- 11.7. 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.
- 11.8. Assistance in Boarding and Alighting the Bus: The Attendant and the Driver 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 under the age of four (4) and 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.
- 11.9. 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 vehicle 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 with a copy to the Contractor.
- 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 Contractor and the County of Rockland of any change. The County of Rockland will pay only for services rendered.

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- 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.
- 12.7. Transportation of Parents: Unless specified by the County of Rockland, parents are not regularly transported by the Contractor. Under special circumstances, the Contractor may be requested to transport the parent to the program. The Contractor will accommodate all such County of Rockland requests, for no additional charge, if space is available on the van.
- 12.8. Transportation of Nurse or Private Aide: In cases where a nurse or private aide is required to meet a child's needs, the Contractor will accommodate all such County of Rockland requests, for no additional charge, if space is available on the van.
- 12.8.1. The need for the Nurse or Private Aide must be included on the TRF.
- 12.9. 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, it shall be the duty of the Attendant to knock on the door and ring the doorbell if one is available, however, the driver will not be required to wait more than three (3) minutes for an acknowledgment before continuing on with the route. In no event, shall the Attendant or driver be considered to have fulfilled their obligation by merely sounding the horn and remaining in the vehicle. The driver shall notify the radio dispatcher of the "no-show" prior to leaving and proceeding to the next scheduled pick-up.
- 12.10. Procedures To Follow If Parent or Care Giver is Not At Home When The Child Is Dropped Off.
- 12.10.1. The driver should radio the Contractor's office 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 may 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 or alternate caregiver's home.
Driver and Attendant shall remain with the child until the parent or alternate obtains the child.
- 12.10.2. 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.
- 12.11. 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.

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- 12.12. 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.
- 12.13. 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 County of Rockland Authorized Agent and the Rockland County Department of Health in writing by secure email. The County of Rockland Authorized Agent shall notify the school and parent/guardian. Service shall be restarted when the parent calls the Contractor and the agent is notified.
- 12.14. A vehicle will be considered on time if it arrives at the school (for both starting and ending times) between 10 minutes before and 10 minutes after the officially scheduled time.
- 12.15. Early Dismissals Because of Weather or other Emergency Conditions: Cooperation between the School, County of Rockland Authorized Agent and the Contractor is necessary when the weather causes road conditions, which may warrant a delay or closing of a Preschool and Early Intervention handicapped 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 insure 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.
- 12.15.1. If early dismissal is called prior to 11 am, the children shall be returned to their pickup address.
- 12.15.2. If early dismissal is called after 11 am, the children shall be taken to their drop off address.
- 12.16. Closing Because of Weather: Early in the school year, the Contractor will contact the program to find out the individual (individuals) who is responsible for informing the Contractor of a school or program closing. This individual must notify the Contractor at least one hour before the start of the program when there is a delay or closing. Transportation will be canceled based upon the decision made by the school districts and BOCES. The County of Rockland does not have control as to when a school district makes its decision to close. However, the contractor would be paid if given less than one (1) hour notice.
- 12.17. 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 Authorized Agent, 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 monthly 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 and its Authorized Agent. The required forms including all information required shall be obtained from the

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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.
- 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 may be responsible to provide a direct line to the Department of Health in order to expedite the delivery of 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. 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.
- 14.6. 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.
- 14.6.1. 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.

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15. TRAVEL TIME AND DISTANCE

- 15.1. 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 or School. 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.
- 15.2. 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.
- 15.3. No child shall be picked up earlier than seventy-five (75) minutes prior to start of program.
- 15.4. No transferring of Preschool or Early Intervention children between vehicles shall be permitted without permission of the County of Rockland.
- 15.5. No transporting of adults together with children shall be permitted without the permission of the County of Rockland and/or School.

16. DROP OFF

- 16.1. 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. Refer to Section 12.

17. COMPLICATIONS

- 17.1. 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.
- 17.2. 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 and / or its Agent. 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.
- 17.3. 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.
- 17.4. 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

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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.

18. ACCIDENT NOTIFICATION

- 18.1. All accidents that occur while transporting Preschool or Early Intervention children must be reported to the Rockland County Department of Health and its Authorized Agent immediately. A copy of the INCIDENT/ACCIDENT REPORT and Police Report, if applicable, shall be forwarded to the Authorized County of Rockland Agent and the County of Rockland within three (3) days of the accident.
- 18.2. 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.

19. ADDITIONS AND DELETIONS

- 19.1. 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 Agent.
- 19.2. 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 and / or its Agent 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 and / or its Agent 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.
- 19.3. 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.
- 19.4. The contractor shall make available to the County of Rockland a contact person and telephone number, in order, to handle all aspects of this Bid.
- 19.5. 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.

20. STANDARDS OF SERVICE

20.1. LIQUIDATED DAMAGES

- 20.1.1. 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

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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.

- 20.1.2. 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 and the County's Agent 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.
- 20.1.3. 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.
- 20.1.4. 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:
- 20.1.4.1. Each time there is a failure to provide all of the Vehicles and Services needed to do all of the work contracted for.
- 20.1.4.2. 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.
- 20.1.4.3. 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.
- 20.1.4.4. 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.
- 20.1.4.5. Each time an unauthorized individual is transported without the prior written consent of the County when a vehicle is being utilized for Service hereunder.
- 20.1.4.6. 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.
- 20.1.4.7. 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

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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.

20.1.4.8. 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.

20.1.4.9. Each time a vehicle is used that does not meet the age requirements as detailed in the specifications.

20.1.5. DEFAULT

20.1.5.1. 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.

20.1.5.2. 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.

20.1.5.3. Termination for default of any portion of the contract shall result in termination of the entire contract for default.

20.2. DISPATCHER

20.2.1. Each contractor shall have a dispatcher 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.

20.3. COMMUNICATIONS

20.3.1. 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.

20.4. EMERGENCY COMMUNICATIONS

20.4.1. Each contractor shall furnish the County of Rockland and the Schools on a Service Route with a list of telephone numbers where a responsible person may be reached at non-school

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hours for use during emergency times. While children are in transit, a responsible representative of the contractor shall be available until all children have been transported safely to and from school.

20.5. ROUTES AND SCHEDULES

20.5.1. The County of Rockland and/or its Agent reserves the right during this agreement to generate computer routing schedules and route modules in order to verify safe and cost- efficient program routes. The contractor shall cooperate with the County of Rockland and/or its Agent in route scheduling as changes occur during the school year. The County of Rockland's and/or its Agent's decision regarding the approved number of routes shall be final and binding.

21. PAYMENT AND CLAIMS

- 21.1. Payments to the Contractor for program services shall be on a Route Daily Cost basis, which includes an Attendant on all routes. This is a per-day basis according to the number of days' classes are in session (and transportation was provided) each month and the number of Routes required for a service route.
- 21.2. Calculation of Payment: The Bidder is asked to provide the Route Daily Cost per van per day during the school year.
- 21.3. Submission of Claims: The Contractor shall submit County of Rockland claim form for services provided during the month along with a Transportation Log as required by the Rockland County Department of Health.
- 21.4. A separate claim form must be submitted with each Transportation Log.
- 21.5. The Daily Log shall be submitted for non-Medicaid eligible children attending the program. Separate forms must be submitted for infant/toddlers, Early Intervention or Preschool age children. The name of the children transported will be listed in alphabetical order with the dates the child received transportation checked off. The logs must be submitted to the school for verification prior to submission to the County of Rockland for payment.
- 21.6. The process used for Medicaid eligible children is similar to the one described above. Separate alphabetical listings for infant/toddlers, Early Intervention or Preschoolers are required. In the instance of Medicaid eligible children, however, immediately under the child's name the Contractor will fill in the parent's name (last name first) and the case number. The logs must also be verified by the school prior to submission. In both instances the Contractor has the option of filling in the "rate Charged" column. If the Contractor elects, the Health Department will do it on behalf of the vendor.
- 21.7. 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.

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22. BILLING

- 22.1. The contractor shall submit to the County of Rockland Authorized Agent the Following Information with all appropriate documentation following the end of each month during the school year.
- 22.2. The Invoice Claim must document the total monthly charge for each School on a Service Route, the total number of Routes for each school and the total amount claimed for the month. Attached to the Invoice Claim Must be a copy of:
- 22.2.1. The Student List for each School and Service Route.
- 22.2.2. The names of each child on the route.
- 22.2.3. The authorization number for each child on the route.
- 22.2.4. The number of days each program was in session.
- 22.2.5. The Route Daily Cost for each service route.
- 22.2.6. The Daily Attendance Form for each route.
- 22.2.7. If a contractor has more than one Terminal or Billing procedure, please be advised that the County of Rockland will only accept one (1) combined Claim Invoice for each Service Route.
- 22.2.8. 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. INSURANCE

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.
- 23.4. 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

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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:

23.4.1. Owned, Hired, Non-Owned vehicles.

23.4.2. 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.

23.5. Disability Benefits - Unemployment Insurance: The Contractor shall be required to pay for any disability benefits and unemployment insurance as required by law.

23.6. 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. INDEMNIFICATION

24.1. 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 and / or its Agents for any loss the County of Rockland may incur through negligent acts, or omission of the Contractor, its officers, employees or subcontractor.

24.2. 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.

24.3. 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.

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- 24.4. 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.
- 24.5. Bid Prices Submitted: The Bid prices submitted shall be exclusive of Federal and State Taxes and must not include any Tax for which the Bidder may claim exemption because of doing business with the County of Rockland.

25. COMPLIANCE WITH LAWS

- 25.1. Labor Regulations: The Bidder 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.
- 25.2. 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.
- 25.3. 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.
- 25.4. 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 School's in each Service Route. Since the buildings and schools are occupied, personnel shall be instructed to refrain from unworkmanlike conduct on the job.
- 25.5. 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.
- 25.6. 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 Bidder's special attention is called to those laws which are set forth in detail below:
- 25.6.1. Non-Collusive Bidding, Certification - The attention of the Bidder is called to Section 103-d of the General Municipal Law of the State of New York, which reads as follows:
- 25.6.1.1. 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

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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.

- 25.6.1.1.1. By submission of this Bid each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief.
- 25.6.1.1.1.1. The prices in this Bid 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 Bidder or with any competitor;
- 25.6.1.1.1.2. Unless otherwise required by law, the prices have been quoted in this Bid have not been knowingly disclosed by the Bidder and shall not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any Bidder or to any competitor and;
- 25.6.1.1.1.3. No attempt has been made or shall be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- 25.6.1.1.2. A Bid 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 Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons with the Bid a signed statement which sets forth in detail the reasons therefore. Where above have not been complied with, the Bid 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 Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- 25.6.1.1.3. The fact that a Bidder (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.
- 25.6.1.2. Any Bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Bidder 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 Bid 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 Bid and the inclusion therein of the certificate as to non - collusion as the act and deed of the Corporation.

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- 25.6.1.3. The form of non - collusion bidding certification following the form of proposal must be executed by the Bidder and submitted with the proposal.
- 25.6.1.4. The County of Rockland reserves the right to waive any informality or reject any or all Service Route Bids.
- 25.6.2. Labor Law: The Contractor shall conform to all applicable requirements of New York State Labor Law.
- 25.6.3. 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 corporations, partnerships or individuals prior to submitting a Bid 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."
- 25.6.3.1. Bidder shall submit one completed copy of the Affidavit of disclosure located in the specifications with his/her Bid.
- 25.6.4. 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."
- 25.6.5. 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.
- 25.7. **ADD AND DELETE CLAUSE, CANCELLATION OF PROGRAM**
- 25.7.1. During the term of this agreement, new or old programs, sites and destinations may be developed that were not part of the original Bid specifications but fall within or in proximity to an existing Service Route.
- 25.7.2. 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.
- 25.7.3. 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.

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25.7.4. 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.

25.7.4.1. 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.

25.7.4.2. 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.

26. PROGRAM/BID INFORMATION

- 26.1. 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.
- 26.2. The number of Preschool or Early Intervention children shown in the Bid 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.
- 26.3. The County of Rockland reserves the right to change the destination program, sites and hours of any or all grades, or any or all schools at any time prior to the letting of the contracts and any time thereafter. The County of Rockland and/or its Agent 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.
- 26.4. 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 2010 or newer. In each succeeding year of this agreement, all vehicles, including spares and wheelchair vans, shall not exceed being nine (9) 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 accommodate a minimum of three (3) wheelchair positions and a minimum of three (3) ambulatory positions. At no time, during the term of this contract, can the percentage of sixteen (16) passenger vans utilized in a Service Route exceed fifty (50) percent of the vehicles in service.
- 26.4.1. 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

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each such vehicle has been approved by Rockland County and/or its Agent. The final decision on using vehicles older than 9 years, rests solely with the County.

26.4.2. 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.

26.4.3. The bidder 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.

26.5. **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. BUSINESS ASSOCIATE AGREEMENT

27.1. Bidder shall agree to all terms and conditions as listed in the Business Associate Agreement included in this solicitation. Awarded Bidder 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.

28. REQUIRED CONTRACT CLAUSES

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

29. AWARD

29.1. Contract shall be awarded to the lowest responsible bidder. The County reserves the right to award by each Cluster or the whole bid in its entirety to the lowest responsible bidder(s).

29.1.1. Bid Proposals shall include costs for all labor, equipment, fuel and all other costs incurred in the delivery of the service.

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

29.1.2.1. Previous performance by the bidder under County of Rockland contracts or comparable contracts with other customers.

29.1.2.2. Failure by the bidder to properly perform contracts of a similar nature.

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

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

**BID NUMBER:
RFB-RC-2019-065**

- 29.1.2.3. Previous and existing compliance, by the bidder, with any laws, rules, regulations and ordinances relating to previous or current contracts.
- 29.1.2.4. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- 29.1.2.5. The sufficiency of the financial resources and ability of the bidder to perform the contract. The County of Rockland may require the bidder to submit audited financial statements for the past two years to assist in this evaluation.
- 29.1.2.6. The ability, capacity and skill of the bidder to perform the required services as specified.
- 29.1.2.7. Any other information secured by the County of Rockland that may have a bearing on the decision to make an award to a responsible bidder.

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**TITLE: Transportation of Pre-School and Early
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TRANSPORTATION SERVICE ROUTES

Number of Children Attending Programs: 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.

Hamaspik of Rockland County, Inc.

58 Route 59

Monsey, NY 10952

Att: Matty Schik

| | |
|----------------|--------------------|
| Telephone | 845-503-0219 |
| Fax | 845-503-1209 |
| AM Session | 9:30 AM – 12:00 PM |
| EIP Children | 16 |
| Pre K Children | 0 |

Jawonio, Inc.*

155 Phillips Hill Road

New City, NY 10956

Att: Evelyn Baptiste-Miller

| | |
|------------------|--------------------|
| Telephone | 845-708-2000 |
| Fax | 845-708-2031 |
| AM Session | 9:00 AM – 11:30 AM |
| PM Session | 1:00 PM – 3:30 PM |
| Full Day Session | 9:00 AM – 2:30 PM |
| EIP Children | 0 |
| Pre-K Children | 102 |
| Summer Session: | |
| AM Session | 8:45 AM - 11:45 AM |
| PM Session | 11:30 AM - 2:00 PM |
| Full Day Session | 8:45 AM – 1:45 PM |

ARC of Rockland County

Prime Time for Kids

60 Phillips Hill Road

New City, NY 10956

Att: Mariluz Hernadez

| | |
|----------------|--------------------|
| Telephone | 845-639-2425 |
| Fax | 845-639-2433 |
| Session | 9:00 AM – 11:30 AM |
| PM Session | 12:30 PM – 3:00 PM |
| Day Session | 9:00 AM – 3:00 PM |
| EIP Children | 12 |
| Pre-K Children | 67 |

Jawonio, Inc.*

260 North Little Tor Road

New City, NY 10956

Att: Joan Mauer

| | |
|------------------|------------------------|
| Telephone | 845-634-4648 |
| Fax | 845-639-3531 |
| AM Session | 9:00 AM – 11:30 AM |
| PM Session | 1:00 PM – 3:30 PM |
| Full Day Session | 9:00 AM – 2:30 PM Full |
| EIP Children | 24 |
| Pre-K Children | 0 |

- **Jawonio locations are on the same campus and considered 1 trip.**

COUNTY OF ROCKLAND - DGS-PURCHASING
 BLDG. A., 2ND FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
 TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

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

**BID NUMBER:
 RFB-RC-2019-065**

Hebrew Academy for Special Children, Inc.

**46 Grandview Avenue
 Spring Valley, NY 10977**

Att: Rochelle Daina

| | |
|------------------|-----------------------|
| Telephone | 845-356-0191 ext 5101 |
| Fax | 845-356-0193 |
| AM Session | 9:00 AM – 11:30 AM |
| PM Session | 12:00 PM – 2:40 PM |
| | Fri 11:30AM-2:00 PM |
| Full Day Session | 9:00AM-2:40PM |
| | Fri 9:00 AM-2:00 PM |
| EIP Children | 25 |
| Pre-K Children | 106 |

A Starting Place

**664 Orangeburg Road
 Pearl River, NY 10965**

Att: Marie Beauchemon

| | |
|------------------|--------------------|
| Telephone | 845-735-3066 |
| Fax | 845-735-8243 |
| AM Session | 9:00 AM–11:30 AM |
| PM Session | 12:30 PM – 3:00 PM |
| Full Day Session | 9:00 AM – 2:00 PM |
| EIP Children | 20 |
| Pre-K Children | 149 |

Sharon Jolly and Associates

**16 S. Liberty Drive
 Stony Point, NY 10980**

Att: Lori Perini

| | |
|------------------|--------------------|
| Telephone | 845-228-8960 |
| Fax | 845-228-8961 |
| AM Session | 9:30 AM – 11:30 AM |
| PM Session | 1:00 PM – 3:00 PM |
| Full Day Session | N/A |
| EIP Children | 24 |
| Pre-K Children | 0 |

Nyack Head Start

**85 Depew Avenue
 Nyack, NY 10960**

Att: Tina Daly

| | |
|--------------------|---------------------|
| Telephone | 845-358-2234 |
| Fax | 845-358-2673 |
| AM Session | 8:30 AM – 2:30 PM |
| PM Session | 12: 00 PM – 3:30 PM |
| Full Day Session | N/A |
| EIP Children | 0 |
| Preschool Children | 12 |

COUNTY OF ROCKLAND - DGS-PURCHASING
BLDG. A., 6th FLOOR, 50 SANATORIUM RD, POMONA, NY 10970
TELEPHONE: 845-364-3820 / TELEFAX: 845-364-3809

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

BID NUMBER: RFB-RC-2019-065

Haverstraw Head Start*
36 Division St and 39 Division Street
Haverstraw, NY 10927
Att: Ms. Tonya Soto

Telephone 845-429-2225
Fax 845-429-8930
AM Session 9:00 AM – 3:00 PM
Full Day Session N/A
EIP Children 0
Preschool Children 9

Spring Valley Head Start
1 Spring Valley Circle
Spring Valley, NY 10977
Att: Michelle Cervidio/Miriam Kahan

Telephone 845-352-8471
Fax 845-252-2397
AM Session 9:00 AM – 11:30 AM
PM Session 12:30 PM – 3:00 PM
Full Day Session N/A
EIP Children 0
Preschool Children 13

Lise Petricone, Inc.
d/b/a Small Steps
21 Burd Street
Nyack, NY 10960
Att: Ms. Lise Petricone

Telephone 845-353-2350
Fax 845-353-2397
AM Sessions 9:00 AM–11:30 AM
PM Sessions 12:30 PM – 3:00 PM
Full Day Sessions N/A
EIP Children 31
Preschool Children 0

Fred S. Keller School
561 RT 9W
Piermont, NY 10968
Att: CC Valdez/Amanda Hasou

Telephone 845-680-1481 or 845-680-1420
Fax 845-613-7580
AM Session 9:00 AM – 11:30 AM
PM Session N/A
Full Day Session 9:00AM- 2:00PM
EIP Children 10
Preschool Children 51

Please note that School schedules can and may change before or during the year. Session times may be changed, added or canceled at any time.