

## **PUBLIC NOTICE**

### **INVITATION FOR BIDS (IFB)**

#### **Provision of Van Service On Behalf of The Cattaraugus County (New York) Department of Aging (“CCDOA”), Department of Community Services (“CCDCS”), Health (“CCDOH”), and Youth Bureau (“CCYB”)**

Sealed bids to procure bus and van services within geographic areas to meet the needs of individuals serviced by the above referenced departments of Cattaraugus County, New York, as those needs are defined in the Description of Services section, below, are being solicited by the Cattaraugus County Legislature (the “County”) on behalf of the named departments. The period of this procurement shall be July 1, 2016 through June 30, 2019. The contract may be renewed for two (2) additional one-year periods. Bids will be received by the undersigned until 1:00 pm on April 28, 2016. Bids will be publicly opened at 2:00 pm by the undersigned at the direction of the Human Services Committee of the Cattaraugus Legislature at the County Center, 303 Court St., Little Valley, NY, 14755, 3<sup>rd</sup> floor, Large Committee Room. All bids must be sealed and clearly marked:

**ATTENTION: BUS AND VAN SERVICE BID.**

All bid submissions must be sent or delivered to the Office of the Clerk of the Cattaraugus County Legislature at the time and address specified above. All bids must be accompanied by a bid security in the form of a Certified Check for \$1,500, and include executed copies of the required certification and bid forms. Any bid not containing these items, or any submission not so marked or received at the time and place designated in this IFB will not be considered.

Detailed specifications and bid forms may be downloaded from the Cattaraugus County website ([ww2.cattco.org](http://ww2.cattco.org)) or obtained from the Clerk of the Cattaraugus Legislature, County Center, 303 Court Street, Little Valley, New York 14755. Bid packages may be requested by telephone: (716) 373-8030, or facsimile: (716) 938-9306.

Questions regarding the bid will be received either by phone or facsimile until noon on April 19, 2016. Such questions should be addressed to Susan Solomon (phone: 716-297-8641, Ext. 1; Fax 716-285-6624). Written responses to such questions will be provided to all parties who secure a copy of this IFB, and shall be posted on the Cattaraugus County website.

Prospective bidders are advised that the services to be provided under any contract arising from this procurement may be financed, in part, by grants provided by New York State and/or the Federal government. All applicable laws, rules, and regulations shall apply to the contract awarded to, and to be executed by, the Successful Bidder.

All potential respondents are notified that disadvantaged and women-owned enterprises are encouraged to submit responses to this request. Cattaraugus County will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

The County Legislature reserves the right to reject any or all bids, to waive any informalities, to withdraw this solicitation at any time, and to accept the lowest responsible, responsive bid. Cattaraugus County is an equal opportunity employer.

John R. Searles, Clerk  
Cattaraugus County Legislature  
County Center  
303 Court Street  
Little Valley, NY 14755

## **INSTRUCTIONS TO BIDDERS**

### **CATTARAUGUS COUNTY TRANSPORTATION**

#### **1. BID FORM**

Bids shall be submitted on the Cattaraugus County bid forms appended to these Bid Specifications or the bids will not be considered. Bids must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with the required information. If a bidder does not desire to submit a bid on a specific item for which a bid is requested, the designation "N/B" or "No Bid" must be entered.

#### **2. CHANGES**

Any change in wording or interlineations by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

#### **3. INFORMALITIES**

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. The contract award will be made to the lowest qualified bidder. Conditional bids will not be accepted.

#### **4. BID TIME**

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

#### **5. INVESTIGATIONS**

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or

investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

#### **6. BID ENVELOPE**

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

#### **7. NON-COLLUSIVE CERTIFICATION**

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

#### **8. CONTRACT AWARD**

Contract(s) will be awarded after due consideration of the suitability of services bid to satisfy these specification, the total cost of such services including all cost elements, and the timeliness of the agreed delivery date.

#### **9. EXECUTORY CLAUSE**

This executory clause shall be part of any agreement entered into pursuant to this bid:

"It is understood by the parties that in accordance with the provisions of the Bid Specifications that are a part of this agreement, this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefore, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof."

#### 10. **DELIVERY SCHEDULE**

Failure to meet the delivery schedule for the services as per the accepted bid may result in legal action by Cattaraugus County to recover damages.

#### 11. **TAXES**

No taxes are to be billed to the County. Bids shall not include any Federal, State or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

#### 12. **COMPLIANCE WITH LAWS**

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

#### 13. **DISCRIMINATION**

In accordance with NY State Labor Law Article 8 §220-e, the successful bidder agrees:

- a. That in hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason or race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin;
- c. That there may be deducted from the amount payable to the contractor by Cattaraugus

County under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

- d. That this contract may be canceled or terminated by Cattaraugus County and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of the section of the contract; and
- e. The aforesaid provisions of this section covering every contract for or on behalf of Cattaraugus County for the services shall be limited to operations performed within the territorial limits of the State of New York and its immediate environs.

#### 14. **CONTRACT ASSIGNMENTS**

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title, interest or obligations in and under this contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

#### 15. **ALTERNATE ITEMS**

If services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid, a complete description of the service offered, and a detailed explanation of the differences between the service specified and the service offered. If in the opinion of the County, sufficient detail is not presented as part of the sealed bid to permit definite evaluation of any substitute service, the bid will not be considered.

#### 16. **ADDITIONAL INFORMATION**

Any additional information which a bidder desires to add to the bid shall be written on a separate sheet of paper, attached to, and submitted with the formal sealed bid, to be read at the formal bid opening.

17. **HOLD HARMLESS**

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County, and its agents and employees from and against all claims, damages, losses or causes of action arising out of, or resulting from, such vendor's performance pursuant to this bid.

18. **BID VALIDITY**

The bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, then a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

19. **CONTRACT INTEREST**

No official or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving a contract to be awarded in connection with this bid shall become directly or indirectly interested personally in such contract or in any part thereof. No

officer or employee of, or for the County who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with a contract to be awarded in connection with this bid, shall become directly or indirectly interested personally in such contract or in any part thereof.

28. **PRICE IS FIRM**

The unit prices shall remain firm, and any other charges bid shall also remain firm, for delivery of the services described in this bid. Except as specifically stated in these bid specifications, no cost increase shall be charged for any reason whatsoever.

29. **CORPORATE COMPLIANCE POLICY**

The County has adopted a Corporate Compliance Policy, a copy of which is available from the County Administrator's Offices in Olean and Little Valley, or the County's web site at: [www.cattco.org](http://www.cattco.org). The Contractor has reviewed the standards of conduct and policies and procedures in the Corporate Compliance Policy. The Contractor will require compliance with such standards of conduct and policies and procedures by all who provide services to the County on behalf of the Contractor.

## *Contents*

General Information.....	7
Additional Terms and Conditions .....	8
Material to be Submitted with Bid.....	10
Appendix A: Bid Specifications	
I. Scope.....	11
II. Credentials .....	12
III. Definitions.....	13
IV. Operational Specifications .....	18
V. Operations and Procedures .....	22
VI. Personnel Requirements.....	30
VII. Liquidated Damages .....	33
VIII. Insurance Requirements.....	38
IX. Fuel .....	38
X. Financial .....	39
XI. Past Performance .....	40
XII. Bid In Excess of Current Contract Cost.....	40
XIII. Corporate Compliance Policy .....	41
XIV. Miscellaneous .....	41
Appendix B: Bid Performance of Contract with Cattaraugus County .....	42
Appendix C: Legal Status Information .....	43
Appendix D: Non-Collusive Bidding Certification .....	44
Appendix E: Bid Instructions, Guidelines and Information .....	46
Bid Sheets .....	53

## ***General Information***

***Bid Submission:*** All bids are to be mailed or delivered in a sealed envelope clearly marked “**BUS AND VAN SERVICE BID,**” to Cattaraugus County Administration Office, County Center, 303 Court Street, Little Valley, NY 14755. The opening time: 1:00 pm and date: April 28, 2016 of opening should also be visible. Delay in mail delivery is *not* an exception; allowance for time of arrival should be made.

***Discrepancies or Omissions:*** If the bidder should find any discrepancies or omissions in the specifications, he will notify **Susan Solomon, VMC Group, Inc. 9701 Niagara Falls Blvd., Suite 1A, Niagara Falls, NY 14304**, both verbally (by phone: 716-297-8641) and in writing. Ms. Solomon will send written instructions to all bidders. Neither the County, and County department or agency, the VMC Group, Inc., nor Ms. Solomon will be responsible for any oral instructions or interpretations of the meaning of the specifications or other contract documents to any bidder by any person or persons.

***Proposal Forms:*** All bids are to be made out on the proposal forms attached as Appendix E hereto. *All certificates must be completed, signed and in compliance with the provisions of the General Municipal Law.*

***Contract Award:*** The contract(s) will be awarded to the lowest responsible bidder, offering the best prices, and meeting all specifications and qualifications. Past performance will be considered in making the final selection of contractors. The County of Cattaraugus reserves the right to reject any or all bids, or any parts of bids, or any supplies or contractual services connected thereto, when to do so would be deemed by the County to be in the best interest of the public.

Upon acceptance of any bid, the Successful Bidder will, and by submitting a bid agrees to, execute a contract in accordance with these specifications and such other provisions as are normal and customary in agreements to provide services to the County, and as may be required by the County, the Federal Government, and the State of New York. It is specifically understood that each and every provision of the specifications contained herein will be incorporated into the contract. Notwithstanding the foregoing, in the event that the Successful Bidder does not execute such a contract, or if the Services are to commence before a contract is prepared and executed, until such contract is executed, this document shall be deemed to be the contract between the Successful Bidder and the County, and the Successful Bidder's execution and submission of the Bid Forms shall be deemed to be the execution of such contract.

***Responsible Bidder:*** A responsible bidder is a manufacturer, producer, dealer, vendor or bona fide manufacturer's agent who has demonstrated judgment and integrity, is of good reputation, experienced in his work, whose record of past performance in the trade is established as satisfactory and whose financial status is such that it provides no risk to the County of Cattaraugus in its contractual relations. The Successful Bidder will allow the County or its designee to inspect the bidder's facilities so as to verify the bidder's capacity to complete the contract.

*Firm Bids:* No bid may be withdrawn within forty-five (45) days after the actual date of the bid opening. This is in accordance with New York State General Municipal Law §105.

*Copies of Bids:* Bidders who request copies of the bid quotations must do so in *writing*, enclosing a stamped self-addressed envelope for reply.

*Questions:* Questions from prospective bidders should be submitted by facsimile or telephone to Susan Solomon (facsimile: 716-285-6624; phone: 716-297-8641, Ext. 1). Such questions must be received by noon on April 19, 2016. Written responses to such questions will be sent by facsimile to all parties that received a copy of this IFB, and will be posted on the Cattaraugus County website ([ww2.cattco.org](http://ww2.cattco.org)).

*Per-Bid Meeting:* A Pre-Bid Meeting will be held on Tuesday, April 19 at 10:00 am in the 2<sup>nd</sup> Floor Conference Room of the Cattaraugus County Office Building, 1 Leo Moss Dr., Olean, NY 12401. At this meeting, bidders may ask questions about these bid specifications as well as the nature of the transportation required by each participating Cattaraugus County Department. Attendance at this meeting is not mandatory.

### ***Additional Terms and Conditions***

#### ***Intent:***

It is the intent of this bid to contract for transportation of individuals to whom transportation is to be provided by the Cattaraugus County Department of Aging (“CCDOA”), Department of Community Services (“CCDCS”), Department of Health (“CCDOH”), and Youth Bureau (“CCYB”). The nature of the passengers and the extent of the transportation required is estimated in Appendix E. The nature and the extent of the passengers to be serviced is an estimate based on requirements in the most recent year. The actual passengers to be transported in connection with this IFB will be ordered as required by the County of Cattaraugus or its Agent from time to time during the Term of the contract.

*Verbal Alterations to Specifications:* These Specifications will be considered to be complete and shall be considered the entire description of the goods or services upon which the County of Cattaraugus is now seeking bids in connection with this IFB. Only formal written addenda can materially alter this set of Specifications. No verbal statement made by a Cattaraugus County employee, any agent acting on behalf of the County, or any other person is binding, nor shall such statement be considered an official part of this IFB.

*Ownership and Inspection of Files and Records:* Any and all files and/or records containing information gathered or generated in connection with the program(s) to which this bid relates are, and shall be at all times be, the property of the County. The County or its Agent shall have the right to inspect such files and records at any time or times and to make copies or abstracts thereof. In addition, such files and records, together with files and records required to be maintained in accordance with any one or more provisions of these Specifications, shall be subject to audit and/or inspection by any department of the County, the Agent, departments of



the State of New York and/or the Federal government having appropriate jurisdiction. On reasonable request from the County or the Agent, the Contractor will make copies of specified portions of such files and records and deliver those copies as directed. Upon the expiration of the term of the contract, at the County's election, all such files and records shall be retained by the Contractor until instructed that such files and records should be delivered to the County, or destroyed.

*Bond/Insurance Due Dates:* Insurance and Bonding requirements are as set out on Appendix A, Section VIII (at page 37) and X (at page 39), respectively. Any certificates of insurance, bonds or other forms of security required by this bid are to be submitted to the County or its Agent no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 p.m. on that day.

*Termination of Contract:* If the Contractor defaults or fails to perform the Service in accordance with the contract, including these Specifications, then the County may, upon oral or written notice to the Contractor, and without prejudice to any other remedy the County may have, make good such deficiencies and may deduct the cost thereof, from the payment then or thereafter due to the Contractor. The County may terminate the contract in whole or in part, by giving the Contractor ten (10) days notice in writing of its intention to so terminate. The Contractor shall be liable for any additional expenses incurred by the County to complete the performance under the contract. In the event that, for any reason, the County is no longer required to provide transportation services to all of the groups of passengers described in these Specifications or in the event that at any time monies are not allocated, appropriated or become unavailable for the services described herein, the contract may be terminated.

## MATERIAL TO BE SUBMITTED

Except as otherwise noted below, ALL BIDS SUBMITTED MUST INCLUDE THE FOLLOWING:

1. Bid Proposal Form(s) (Appendix E).
2. Bid for Performance of Contract with Cattaraugus County legislature (Appendix B).
3. Legal Status Information (Appendix C).
4. Non-Collusive Bidding Certification (Appendix D).
5. Name of bank as financial stability. (See Appendix A, Section II, A)
6. FCC Radio License Number(s). (See Appendix B, Section IV, J). *To be submitted by the Successful Bidder not later than ten (10) days prior to the commencement of the Transportation Services.*
7. List of certified drivers. (See Appendix A, Section VI, A.). *To be submitted by the Successful Bidder not later than ten (10) days prior to the commencement of the Transportation Services.*
8. Certificate of Insurance (See Appendix A, Section VIII). *To be submitted by the Successful Bidder within ten (10) business days following the date of notification of award.*
9. Performance Security. (See Appendix A, Section X). *To be submitted by the Successful Bidder within ten (10) business days following the date of notification of award.*
10. Bid Security. (See Appendix A, Section XI).

## **Appendix A**

### **SPECIFICATIONS FOR TRANSPORTATION, BY BUS OR VAN, OF INDIVIDUALS REQUIRED TO BE TRANSPORTED BY THE CCDOA, CCDCS, CCDOH, AND CCYB DURING THE PERIOD FROM JULY 1, 2016 THROUGH JUNE 30, 2019**

#### **I. SCOPE**

- A. The Cattaraugus County Department of Aging (“CCDOA”) requires transportation for certain senior citizens to and from certain nutrition centers, day care centers, and shopping areas. The required transportation service is normally to be provided on weekdays. Efforts will be made to arrange trips on one (1) week notice. At times, transportation may have to be arranged on 24-hour notice. The destination sites for such transportation are presently as set out on the Bid Sheets in Appendix E, although provision must be made for periodic changes in regular destination sites, and for periodic excursions to additional locations for recreational activities or otherwise. Some, but not all, passengers assigned by the CCDOA will be Individuals with Special Needs (as that term is defined in Section III of this Appendix A), and as such may require Passenger Assistance (as that term is defined in Section III of this Appendix A). The service required may be either Subscription Transportation or Demand Response.
- B. The Cattaraugus County Department of Community Services (“CCDCS”) requires transportation for certain Individuals with Special Needs (as that term is defined in Section III of this Appendix A). The service required is primarily Subscription, and the destination sites will vary, but will primarily be to and from the sites set out in Appendix E, although provision must be made for periodic changes in regular destination sites, and for periodic excursions to additional locations for off-site program activities or otherwise. The intent of this service is to provide Subscription Transportation on a multi-passenger vehicle. Transportation provided to individuals serviced by the CCDCS will be on weekdays and although efforts will be made to arrange trips on one (1) week notice, at times transportation may have to be arranged on 24-hour notice.
- C. The Cattaraugus County Youth Bureau (“CCYB”) and the Cattaraugus County Department of Health (“CCDOH”) require transportation for certain Children with Special Needs who are receiving services in connection with the County’s Preschool and Early Intervention Programs. These children will be age 0-5. This service will be in nature Subscription Transportation, and will consist of regular routes and runs similar to those set out in Appendix E, although additions and deletions to the trips may be required periodically. Transportation provided to CCYB and/or CCDOH passengers will be provided on weekdays, and at least five (5) business days notice of run scheduling and/or additional passengers to be added to existing Runs will be given. No Run will exceed fifty (50) miles, unless it is appropriately certified that necessary services cannot be provided at a site within fifty (50) miles, and without the prior consent of the department, no Run will exceed ninety (90) minutes.

- D. It is understood each department or agency for which service is to be provided, may make use of other types of transportation, including, but not limited to Medicaid transportation. The form of transportation to be utilized will be determined by the County or the Agent. In this respect, nothing in this Specification shall be construed so as to imply that the departments named herein will make exclusive use of Bus or Van services in connection with the transportation of individuals serviced by such departments.
- E. At the County's discretion, and at the instruction of the County or its Agent, transportation will be provided from a defined point of origin to a transfer point rather than to an actual program or medical destination.
- F. Vehicles transporting multiple passengers will be required to drop some passengers off at interim points, without additional payment.
- G. The initial contract period shall be from July 1, 2016 to June 30, 2019. To the extent that specific trips to defined programs are not to be run on a 12-month basis, such information is set out in Appendix E.
- H. The County shall have two (2) separate and consecutive and sole options to extend any contract awarded in connection with the bids submitted, for additional periods of one (1) year each. Each option shall be exercised in writing, and such option period shall commence upon the expiration of the immediately preceding contract period. In the event that one or more options to extend the contract period is exercised, all of the terms and conditions of the Contract shall apply.
- I. At the commencement of each year of the contract (i.e. effective as of July 1, 2017) and effective on the first day of each subsequent year of the contract (including the first day or each option year, if any) the sums to be paid to the Contractor shall be increased by an amount equal to the lesser of three and one-half (3 ½) percent, or the increase in the cost of living index ("CPI") as calculated by the US Department of Labor, Bureau of Labor Statistics (as shown on the internet at [www.bls.gov](http://www.bls.gov), and listed under All Urban Consumers for the area of "Northeast Urban" and for areas with a population of 50,000 to 1,000,000). The CPI shall be that shown for the month of May of the applicable year.

## **II. CREDENTIALS**

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

- A. The name of a bank as reference to the financial stability of the bidder.
- B. A list of local or county-wide programs or schools or school districts (or similar regular transportation service recipients) with which the bidder has had transportation contracts.

In addition, no bid will be considered unless the person, firm, or corporation submitting the bid meets the following conditions and, if required, shall certify its ability to meet them:

- C. That it can provide the necessary vehicle(s) and related equipment and complement of component Drivers and Driver Assistants to carry out its part of the timely performance of required service on the opening day of the school or program as specified in this IFB, and any increase in such vehicles and Drivers and Driver Assistants required during the term to ensure the uninterrupted delivery of the Services.
- D. That the person, firm, or corporation submitting the Bid is not in bankruptcy or in the hands of a receiver.
- E. The Successful Bidder shall provide required vehicle maintenance and storage facilities to service the requirements of the Contract to be entered into in connection with this IFB, and provide road service within thirty (30) minutes of any breakdown.

### **III. DEFINITIONS**

Whenever, in this IFB, the following terms, phrases, pronouns or abbreviations are used, the intent and meaning shall be interpreted as follows:

- A. “ADA” shall mean the Americans with Disabilities Act of 1990, as that act may be amended from time to time by the United States Congress.
- B. “Addendum” shall mean additional contract provisions, if any, issued in writing by the County prior to the receipt of bids.
- C. “Agency” shall mean an agency or facility for education or provision of services to clients with special needs in accordance with New York State Education Law 4410. “Agency” shall also mean a program or facility for the provision of services to adults with disabilities and/or to a facility providing services to senior adults.
- D. “Agent” shall mean the transportation management services provider designated by the County to coordinate, oversee and monitor Transportation Services on their behalf. For clarity and the avoidance of doubt, any actions that County is permitted to take, and/or any requests that the County may make hereunder, may be taken or made directly by the Agent. The Contractor shall be required to comply with such request made and/or such action taken by the Agent as if such action is taken or request is made by the County. Failure by the Contractor to comply with requests the Agent may make, or interference with actions the Agent may take hereunder shall be deemed breaches of the Transporter’s duty to the County.
- E. “Agreement” shall mean the written agreement between the County and the Contractor covering the Service. The terms “Agreement” and “Contract” shall have the same meaning, and may be used interchangeably.

- F. "Bid" shall mean the offer submitted in the prescribed form, setting forth the prices for the Services to be performed.
- G. "Bonds" shall mean Bid, Performance, and/or Payment Bond and other instruments of security to be furnished by the Contractor in accordance with the Bid or Agreement.
- H. "CCDCS" shall mean the Cattaraugus County Department of Community Services.
- I. "CCDOA" shall mean the Cattaraugus County Department of the Aging.
- J. "CCDOH" shall mean the Cattaraugus County Department of Health.
- K. "CCYB" shall mean the Cattaraugus County Youth Bureau.
- L. "Children with Special Needs" shall mean those children, aged 0-5 who the CCYB or the CCDOH has determined are eligible for transportation at public expense.
- M. "Client" or "Authorized Passenger" shall mean a transportation service recipient who is identified for transportation to and/or one or more of the programs sponsored by the parties named at the head of this Appendix A, and such other departments or agencies as the County or the Agent may assign for transportation hereunder from time-to-time. The Term Client and Authorized Passenger includes, but is not limited to Children with Special Needs as and when the context requires.
- N. "Client Assistance" shall mean to guide, direct and/or provide physical assistance to the Client, if needed and permitted hereunder, to carry out the trip's purpose. This may include assisting a client in the fastening of seat belts, and in the case of Children with Special Needs, assisting the client in and out of a car seat, etc.
- O. "Commingling" shall mean the process by which, only at the Agent's instruction, the Contractor shall combine passengers from multiple department onto a single Run. Commingling shall also mean, only at the County's or the Agents instruction or with the County's or Agent's approval, combining Clients transported pursuant to this IFB with passengers of another agency, department, and/or county.
- P. "Consolidation" shall mean the joining together or merging of transportation services for mutual advantage of the respective funding County departments, whether or not such consolidation is made solely considering departments subject to this document or considering other County departments or agencies not subject to this document.
- Q. "Contract" or "Contract Documents" shall mean each of the various parts of the Agreement referred to in this document. This term shall refer to the Contract as a whole or severally.
- R. "Contractor" or "Successful Bidder," whether a corporation, partnership, individual or any combination thereof, and its, or his or her successors, personal representatives, executors,

administrators and permitted assignees, shall mean the organization, company or agency awarded the bid through this procurement. The Contractor is sometimes herein referred to as the “Transporter”.

- S. “Contract Price” shall mean the total monies payable to the Contractor under the Contract.
- T. “Coordination” shall mean the bringing together or acting in a concerted and harmonious way as it relates to the provision of the Services funded by the County departments referenced herein. This effort is focused on the provision of smooth interaction of separate transportation funders within a countywide system.
- U. “County” shall mean the County of Cattaraugus, a municipal corporation organized under the laws of New York State.
- V. “Curb-to-Curb Transport” shall mean that the Vehicle will pick-up and drop-off each Child with Special Needs at a point as close to the entry of that child’s pick-up and drop-off location as safety will permit. At the Program Provider location, the pick-up and drop-off shall be made where instructed by such Program Provider; at all other places the pick-up and drop-off shall be “right-hand” only so that no child crosses a street to enter or exit the Vehicle. In connection with the foregoing, without the County’s prior approval, Drivers or Monitors shall not meet a passenger at the entry to his or her pick-up or drop-off location and escort him or her to the Vehicle or from the Vehicle to the entry of his or her pick-up or drop-off location.
- W. “Demand Response,” in connection with transportation services, shall mean non-fixed route Service that is not regularly scheduled. In general, Demand Response Service will be ordered with not less than 24-hour notice, although in special circumstances passengers must be accommodated with less than twenty-four hours notice.
- X. “Driver” shall mean any person who operates a Vehicle used in connection with the Services, and shall include a regularly scheduled driver, a substitute driver or a spare driver unless otherwise specified.
- Y. “Driver Assistant,” “Monitor,” or “Escort” shall mean a person, other than the Driver, assigned to a Vehicle used in connection with the Services, to assist a passenger and the Driver. The “Escort” is a person who may be staff or volunteers accompanying a child or older person on a Vehicle, to ensure that the passenger receives needed services or resources. The “Driver Assistant” or “Monitor” will typically be a person assigned by the Contractor. The need for Driver Assistants or Escorts will typically be required with respect to Children with Special Needs and possibly Individuals with Special Needs. Escorts or Driver Assistants will be assigned at the instruction of the County or the Agent.
- Z. “Facility” or “Program Provider” shall mean the destination point of a Run at which services are provided to a client. As the context requires, these terms shall also mean the organization providing the service. Although Facilities are generally in a fixed location, and the Services are to be rendered from the passenger’s residence to the Facility, at times

the Program Provider may schedule off-site program activities for the Clients, and in such event, on notice from the County or its Agent, “Facilities” or “Program Provider” shall mean the site of such recreational activity.

- AA. “IFB” shall mean and refer to this Invitation for Bids.
- BB. “Individuals with Special Needs” shall mean those individuals, ages 6 and above, identified by and eligible for departmental programs, who have developmental disabilities, mental illness or other conditions resulting in significant impairment of cognitive, physical, mental, adaptive behavioral deficits or similar functions resulting in the need for treatment or programming.
- CC. “Loaded Vehicle” shall mean a single approved trip to or from a Facility, from the point at which the first approved passenger boards the Vehicle to the point at which the last approved passenger exits the Vehicle.
- DD. “Loaded Vehicle Hour” shall mean the amount of time during which a Loaded Vehicle is in use. The minimum time for any trip made by a Loaded Vehicle shall be one hour, additional Loaded Vehicle Hours shall be calculated in quarter hour segments.
- EE. “Modification Agreement” shall mean a written order to the Contractor, signed by the County or its Agent, authorizing an addition, deletion, or revision of the Services or an adjustment in the Contract Price issued after execution of the Agreement.
- FF. “Notice” shall mean a written notice. Notice shall be served upon the Contractor either personally or by leaving the notice at the Contractor’s residence or with the Contractor’s agent in charge of providing the Services, or addressed to the Contractor at the residence or place of business given in the Bid and deposited in a postpaid wrapper in any post box regularly maintained by the United States Postal Service.
- GG. “Notice of Award” shall mean the written notice given by the County to a Successful Bidder.
- HH. “Notice to Proceed” shall mean the written notice given by the County or its Agent to the Contractor of the date for the commencement of the Services.
- II. “Passenger Assistance” shall mean door-to-door or curb-to-curb service as identified as necessary by the County or the Agent. This is to mean that the Driver or Driver Assistant, if assigned, shall be responsible for providing assistance to all passengers getting in and out of the vehicles, for ensuring that seat belts, car seats, harnesses and/or other appropriate child or passenger restraints are properly utilized and secured, and for assisting Clients in the use of chair and passenger restraint system(s) provided on all wheelchair lift equipped Vehicles. The frail and/or elderly may require door-to-door service by the Driver or Driver Assistant to and from the residence and the Facility. This means that the Driver or Driver Assistant will leave the vehicle and go to the passenger’s door (whether or not the passenger appears at the door when the Vehicle arrives). Passengers requiring curb-to-



curb service may be dropped off outside the destination (Facility or domicile). Unless specifically instructed to the contrary, Early Intervention and Preschool children are to receive curb-to-curb service. Passengers requiring door-to-door service may be received from, and delivered to, a responsible caregiver if appropriate. In the event that the passenger is a child, "Passenger Assistance" may include lifting the child onto and off the vehicle.

- JJ. "Route" shall mean the combination of all runs (trips) that a vehicle executes throughout the day.
- KK. "Run" shall mean the travel time encompassing a series of passenger pick up points to bring the passengers to a program or the series of passenger drop-off points to take them home from a program. In all cases, run time is only calculated for Loaded Vehicle Miles.
- LL. "Subscription Transportation" or "fixed-route" service shall mean Service for which Contractor is given a list of regular passengers, and transportation is provided on a regular basis along what is the same or similar transportation path.
- MM. "Operational Specifications" shall mean the portion of these Specifications dealing with the operational requirements of the Services to be performed under the Contract, including materials, equipment services, workmanship, qualifications, and licensing.
- NN. "Transportation Services" or the "Services" shall mean utilization of Buses and/or Vans to transport passengers to and from the passengers' places of residence to the destination locations at which the passengers are authorized to receive their special services.
- OO. "Transporter" shall mean the Contractor. When used, this term is descriptive of the services provided by the Contractor.
- PP. "Van" and "Small Bus": these terms are defined in the attached Appendix E. Such vehicles shall conform to all Federal State and local laws and regulations, and all County policies as set forth in this document.
- QQ. "Vehicle" shall mean and refer to any Bus or Van, including spare or replacement therefore, used for the rendering of the Services, and which meet or exceed the Operational Specifications.
- RR. "Vehicle (Route) Optimization" shall mean the maximization of a vehicle's potential usage (or minimizing vehicle idle time throughout the day by increasing the number of runs being assigned to a given vehicle (route). This is done by taking into consideration vehicle idle time, vehicle capacity, and distance travelled (including non-Loaded Vehicle time).
- SS. "Wheelchair Vehicle" shall mean a vehicle which will be able to transport non-ambulatory passengers in wheelchairs, but that can also transport ambulatory passengers as well.

## IV. OPERATIONAL SPECIFICATIONS

### *Service Requirements*

- A. *Service Area:* The overall service area for the Services is Cattaraugus County, New York, and its surrounding areas.
- B. *Accidents, Incidents and Complaints:* It is expected that the Successful Bidder will render the Services in a safe, efficient and courteous manner. Such courtesy shall apply to the passengers, parents/caregivers, and the staff of the various Facilities. In this regard, the Agent will institute specific procedures for the reporting of accidents and incidents. It is expected that the Successful Bidder will report all such matters on the forms promulgated by the County. In addition, the passengers, parents/caregivers and/or Facility staff members may report complaints and incidents to the County or the Agent. In the event that such matters are reported, the Successful Bidder will cooperate fully and diligently in the resolution of such matters. In this regard, in the event that the County requires the reassignment of a Driver or Driver Assistant as part of such complaint resolution, such reassignment shall be made with due dispatch. On request by the County, the Successful Bidder shall provide a full written explanation of any incident or complaint.
- C. *Special Service Requirements:* The Contractor will be notified of special service requirements of passengers receiving the Services. Such requirements may include meeting an adult passenger at his or her door, assisting the passenger into and out of the Vehicle, assisting in the securing of seat belts or other restraints, and delivering that passenger to a designated person at a Facility. Special service requirements may include providing vehicles that are capable of transporting special equipment, an adult caregiver and/or similar special requirements. It is expected that the Successful Bidder will have Vehicles available to meet these needs on prior notice which is reasonable under the circumstances.
- D. *Passenger Safety Apparatus:* As set out in the following Section entitled “Equipment Requirements” some passengers will be require a safety apparatus in the nature of seat belts, harnesses and/or car seats. It is expected that the Successful Bidder will provide car seats, seat belts and/or harnesses as required. The Successful Bidder will ensure that the Drivers and Driver Assistants are trained in connection with the proper means of securing such equipment.
- E. *In-service Training:* During the Term the Transporter will conduct in-service training for the Drivers and the Driver Assistants. Such training shall include sessions on the special needs of certain classes of passengers, sensitivity towards the disabilities of certain passengers, safety, and other matters. Drivers and Driver Assistants employed by the Transporter shall attend such in-service training at no additional cost to the County. The Transporter will notify the County, and the Agent of the time, date and location scheduled for such training sessions.

- F. *Medicaid Provider:* Because certain transportation in Destination Zone 3—Olean Cluster (See Appendix E, below) is to be provided to Medicaid recipients, the Successful Bidder will be required to become a “Medicaid Provider”. In this regard, the Successful Bidder must enroll for Medicaid Reimbursement through New York State (eMedNY).
- G. *Non-Exclusive Service:*
- i. The Successful Bidder will not be expected to provide service exclusively on behalf of the County, and Vehicles not then in use in connection with the provision of Services hereunder, may be used by the Contractor at the Contractor’s sole discretion. .
  - ii. *Commingling of Passengers:*
    - 1. *At the Transporter’s Request:* While a Vehicle is being used to render Services hereunder, the Contractor shall not commingle County clients with other without the prior written approval of the County. Such approval, if applied for, may be granted or denied for an entire class of departmental trips or on a case-by-case basis.
    - 2. *At the County’s Instruction:* From time to time, when it is feasible based on destination and bell time, and in the best interest of the County to do so, the County may instruct the Contractor to commingle one or more passengers who are transported in accordance with another county’s requirements (including, but not limited to preschool and/or Early Intervention transportation programs) and/or any agencies within the county that are not part of this Bid Specification.
  - iii. The Agent retains the right and option to determine whether passengers who might otherwise be transported pursuant to this IFB might be assigned to public transit, other County-operated vehicles or private (volunteer) transport or to other forms of transportation contracted for by the County pursuant to any other IFB, where such alternate assignment is deemed by the County to be feasible and in the best interests of the County.
- H. *New or Additional Routes:* Any New Runs or Routes that are established require prior authorization by The Agent.
- I. *Changes in Routes or Runs:* In no event shall the Contractor accept any instructions concerning changes to Routes or Runs or institute such changes, including instructions to add passengers to, or delete passengers from, any Route or Run without an instruction from the Agent, which instruction shall be made on a form promulgated by the County.
- J. *Pre-Run Notification to Passengers:* The Contractor will be responsible for contacting Clients (in the event that the client is a child, or under the supervision of a caregiver or guardian, such contact will be to the parent, guardian or caregiver, as applicable), to confirm the transportation arrangements immediately upon being notified of the trip

requirements. Such confirmation shall include the estimated time of pick-up. In the event that the transportation arrangements are for Subscription Transportation along a regular fixed-route and the client is a Child with Special Needs, at least five (5) days before the commencement of Service, the Contractor will perform a dry run of the route, and will ensure that the Driver, and, if applicable, the Driver Assistant, introduce themselves to the child's parent and/or guardian. With respect to children authorized for Transportation Services after the completion of the pre-service dry runs, and/or in the event that changes in a child's transportation arrangements approved by the Agent occur, the Transporter shall provide prior notification to parents/guardians concerning the transportation service starting dates and approximate pick-up times in accordance with a procedure approved by the Agent.

- K. *Communications:* The Successful Bidder shall have FAX service available at its place of business so as to enable the forwarding of printed material related to the matters mentioned in this IFB, between the Successful Bidder and the Agent. In connection with this, the Successful Bidder will designate a telephone number to be dedicated to this purpose at sufficient and specific times.

### ***Equipment Requirements***

- L. All Vehicles used in the Transportation Services shall comply with the applicable requirements of the New York State Department of Motor Vehicles, New York State Department of Transportation and the Vehicle and Traffic Laws of the State of New York, the New York State Department of Education (including the Commissioner of Education's rulings and opinions) as well as County and local statutes, rules and regulations governing or pertaining to the transportation of passengers on Vans.
- M. All Vehicles used by the Contractor must be inspected and registered as required for the applicable Vehicle providing the specific Services described herein, and such inspections shall be maintained as current, and each Vehicle shall display a current inspection and registration sticker at all times. The Successful Bidder must be able to supply Vehicles meeting Federal, State and local requirements as of the date of the Commencement of Services. The Contractor will maintain, and on request by the County or the Agent, the Contractor will provide the Agent with a list of VIN numbers, registration numbers and dates and inspection dates, with respect to Vehicles to be used in connection with the Services (including any spare or substitute Vehicles).
- N. As set out in Section IV (D), above, the Vehicles will have suitable safety apparatus for the assigned passengers to be transported. With respect to the transportation of Preschool Children with Disabilities, the safety apparatus will be those suitable for such children, as provided in said Section IV (D). With respect to child seats, no such apparatus shall be in use longer than three (3) years, and each such apparatus shall in all respects satisfy the purposes of Title 49—Transportation, Part 571—Federal Motor Vehicle Safety Standards (49 CFR 571.213) and shall meet or exceed the standards of the Dynamic Systems Test for child restraint systems, as described in Chapter 5, §S (6.1) thereof. All such child seats shall be maintained in proper working order (proper meaning that it approximates the

condition at the time of acquisition), and will at all times be kept clean. The Contractor shall ensure that all Drivers and Driver Assistants receive training by a certified trainer provided by the Contractor, in the installation and use of such equipment, and in securing passengers safely therein.

- O. With respect to Wheelchair Vehicles, lifts must include a manual override feature. In addition, there will be an interlock feature that prevents the operation of the lift unless the emergency brake is set.
- P. The Contractor will ensure that all of the vehicles used for the Runs during summer months will be equipped with air-conditioning, and that in the event any such air-conditioning unit malfunctions, the contractor will repair it or provide a replacement vehicle within twenty-four (24) hours.
- Q. All vehicles used in the performance of the Services must be equipped with a seat belt cutter, a standard first-aid kit, at least 3 flares and/or reflectors, and a fire extinguisher which complies with all applicable rules and regulations for that type of vehicle, and with respect to Wheelchair Vehicles, a fire blanket.
- R. Regrooved or recapped tires of any type are not acceptable in the performance of the Services.
- S. The County and the Agent shall have the right to inspect each Vehicle, and all maintenance records concerning those Vehicles providing Services. As requested by the County or the Agent, the Contractor shall provide copies of the maintenance records for each Vehicle.
- T. No Vehicle used to provide Services shall in any place or any manner display one or more advertisements, political or otherwise, without the express written authorization of the County.
- U. The Contractor will install and maintain an FM mobile two-way radio, mobile phone or other means of communication acceptable to the Agent in all Vehicles used to furnish Services hereunder. In the event that a mobile two-way radio is used, a copy of the Transporter's FCC radio license number as proof of authority to operate the radio will be supplied prior to the commencement of the Services hereunder. In addition or in the alternative, the Contractor may be required to support mobile communications, in either VHF high frequency or cellular form, with the County's Emergency Communications Center or its administrative personnel.
- V. GPS Enabled Vehicles: All Vehicles shall 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 or The Agent.

## **V. OPERATIONS AND PROCEDURES**

### ***Authorized Passengers***

- A. Vehicles used in connection with the Services hereunder shall be restricted to the transportation of specified approved passengers. Only authorized persons shall be permitted to ride the Vehicles while they are being used in connection with the Services hereunder. Children of Drivers and other persons not acting in an official capacity are not permitted to ride aboard the vehicles at any time without the prior consent and/or instruction of the County or the Agent. For the avoidance of doubt, except with the prior written consent of the County, passengers being transported to programs similar to the Program, whether on behalf of any private or public program provider or jurisdiction other than the County, shall be deemed to be unauthorized passengers at any time during which Services are being provided hereunder.
- B. The Successful Bidder will only provide transportation to the individuals authorized by the County during the times, during the contract period, and for the purpose authorized in writing by the County.

### ***Policies/Procedures***

- C. *Parent/Caregiver Not Home:* With respect to passengers who are children if a parent or caregiver is not at the appropriate pick-up or drop-off point:
  - i. The Driver will radio the Contractor's dispatcher about the parent/caregiver not being at home or at the scheduled drop-off location to receive the passenger, and remain on site until instructed by the dispatcher.
  - ii. The dispatcher will then contact the Agent concerning the parent/caregiver not being at the site. The Agent and the dispatcher will then confirm with each other information concerning alternate pick-up or drop-off locations.
  - iii. The dispatcher will telephone the pick-up or drop-off location and, if there is no answer, will then call alternate pick-up or drop-off sites at telephone numbers previously provided to the Agent and the Contractor. The Driver shall make proper documentation of an alternate drop-off used for such a purpose.
  - iv. Subject to C (i), above, during this time, the Driver shall continue on the route, and if phone contact with the parent/caregiver or with the alternate site is made, on the instruction of the Agent, the Vehicle will return to the applicable of the pick-up or drop-off location or alternate location.
  - v. If the run is to drop-off a passenger and no alternate drop-off site can be secured, the Driver will return the passenger to the Contractor's terminal for the caregiver to

pick-up. After a reasonable time, not to exceed one (1) hour, in consultation with the Agent, the Contractor will contact the appropriate service described in below in C (vi) below.

- vi. In the event that an appropriate person to receive the passenger cannot be located, the Agent will contact the appropriate County department or the Child Protection Division or the Adult Protective Services of the CCDSS. In connection with the foregoing, appropriate off-hour telephone numbers will be provided to the Contractor for consultation purposes. If arrangements to receive the child cannot be made through such agency, the child will be taken to a local police station, taking into consideration proximity of location and ease of access to the location by the caregiver.
- vii. The Contractor will complete and submit to the County an incident report in the form designated by the County.

D. *No-Shows:*

- i. If a Vehicle arrives at the designated pick-up point and the Client does not present him or herself for the pick-up, or is not ready within five (5) minutes of the scheduled pick-up, then the passenger shall be deemed to be a “no-show.”
- ii. If a passenger is a no-show, then the Driver will notify the Contractor’s dispatcher immediately. The dispatcher will thereupon telephone the home (or other pick-up location) and if there is no answer, immediately call the Agent.
- iii. The Contractor and the Agent shall maintain a record of the number of times a passenger is a no-show, and the Contractor shall comply with policies promulgated by the County from time to time concerning no-shows.

- E. *Cancellations:* The Contractor and the Agent shall maintain telephone lines at all hours of dispatching and operation so as to enable the Agent and the Contractor to receive calls canceling scheduled trips. During hours in which dispatching and operations are not being conducted, the Contractor will either maintain an answering machine at the Contractor’s premises or employ an answering service in order to ensure that calls canceling trips can be received and acted on so as to avoid no-shows. In most situations, trips must be canceled no less than two (2) hours before the scheduled pick-up time, however, two (2) hours is by way of example only, and is not determinative of whether a passenger is a no show. In the event that the Contractor is notified of a cancellation in sufficient time to stop the Driver from going to the pick-up (regardless of whether or not a two (2) hour notice is given), it will not be a no-show.

F. *Accidents:*

The Agent will provide the Contractor with accident and emergency procedures to be followed by Drivers, Driver Assistants and staff. Prompt communication to the Agent

(and if Agent so instructs to the County), parents or caregivers, if applicable, and destination Facilities is of the essence of the contract to be entered into hereunder. For all accidents occurring while Clients are on board, or in connection with passengers boarding or leaving a Vehicle, the following procedures shall be followed:

- i. When the severity or nature of the accident requires or when emergency services are required for passengers and/or the driver or passengers of another vehicle, the driver or dispatcher shall contact 911 and request police and ambulance service. Notwithstanding this, any time an accident occurs while passengers authorized by the County are on board, the Transporter shall ensure that the police are called to the scene.
- ii. The Contractor shall immediately notify the Agent and the destination Facility of the location, extent of the accident, the names of the passengers involved, and a description of the accident/injuries.
- iii. The Contractor shall provide all information, as requested by the County and/or the Agent, to those caregivers, destination Facilities and agencies concerning accidents and other emergencies.
- iv. The Contractor shall prepare accident/emergency reports for the New York State Department of Motor Vehicles, New York State Department of Transportation, New York State Department of Education, the County, and the Agent within twenty-four (24) hours, utilizing approved State and/or County forms.
- v. The Contractor shall secure a copy of the police report with respect to the accident, and shall promptly provide a copy to the Agent.

### ***Inclement Weather***

- G. With respect to the transportation of preschool/Early Intervention children, the following procedure will apply in the event of school district closing only due to inclement weather.
- i. If such child resides in a school district which is closed, the child will not be picked up for his/her program. In the event the child's parent/guardian elects to transport the child to the program, the transporter will not take that child home.
  - ii. If the Facility is located in a school district which is closed, no children will be transported to that Facility.
  - iii. Transportation will not be provided if the Contractor must cross through a school district which is closed.
  - iv. The same policy will apply in the event that a school district has declared a delayed opening.



- v. The Contractor will be responsible for notifying both the Preschool/Early Intervention programs and all affected families that transportation will be delayed or cancelled due to the need to enter or to cross through a school district that is on a delayed opening or is closed.

### ***Sufficient Vehicles***

- H. The Contractor shall provide sufficient Vehicles to meet the service demands of the participating departments. Provision of sufficient Vehicles shall be determined by the Contractor's ability to provide on-time service.
- I. On-time service shall be defined as service within a fifteen (15) minute window of the scheduled pick-up time *and* drop-off time.
- J. Passenger Volume/Peak Loads: It is understood that the number of passengers shown as requiring transportation may be amended at any time or times, and that it is the nature of the Facilities to be serviced pursuant to this procurement that the volume of passengers may increase or decrease at any time. The Contractor must provide vehicles, Drivers, and, if required, Driver Assistants, to ensure safe and timely transportation of such additional passengers.

### ***Emergency Drills***

- I. Vehicles transporting Children with Special Needs shall meet all requirements of Section 3523 of the New York State Education law regarding emergency drills, including, but not limited to practice and instruction in the location, use and operation of the emergency door, fire extinguisher, first aid equipment and windows as a means of escape in case of fire or accident. Such instruction shall be given by the Contractor as required by law. A minimum of three (3) such emergency drills shall be held on all vehicles used in connection with the Services. The first will be conducted during the first week of the fall session, the second prior to January 1<sup>st</sup>, and the third prior to May 1<sup>st</sup>. In the event that a Vehicle is to be used in connection with Services during a summer session, an additional emergency drill will be conducted during the first week of that summer session.
- J. No emergency drills will be conducted while Vehicles are in route.
- K. In order to comply with the schedules of the various Facilities, the Contractor shall provide, at no additional cost to the County, that all Vehicles, Drivers and Driver Assistants will be available to conduct emergency drills at designated Facilities at a designated time other than regularly scheduled route times, for the purpose of completing the drills.
- L. The Contractor shall verify that each Vehicle, Driver, and Driver Assistant has complied with the emergency drill requirements. The verification will include the date, time and route number of each Vehicle.

***Duties: Driver Assistants and Drivers***

- M. It shall be the duty of a Driver Assistant, if assigned, to assist the Driver in the supervision of passengers for the duration of the route. For this purpose, the Driver Assistant shall sit in the appropriate place in order to fulfill supervision responsibilities.
- N. It shall be the responsibility of the Driver Assistant to assist passengers in embarking and disembarking safely from Vehicles. In the event that no Driver Assistant has been assigned, the Driver shall undertake this responsibility.
- O. The Driver and the Driver Assistant shall be able to properly read and understand a road map. The Driver Assistant, if assigned, must be able to assist the Driver with verbal directions.
- P. All Drivers and Driver Assistants shall present a neat appearance and must maintain a polite, professional and courteous attitude toward the public, Destination Facility personnel, parents/caregivers and children, and all other passengers.
- Q. Each Driver and Driver Assistant will wear an appropriate ID badge at all times they are on duty. The Agent may designate the form and format of the ID badge. If the Agent does not designate the form and/or format, then the ID Badge shall be as designed by the Contractor.
- R. All Drivers shall be responsible for current knowledge of approved Runs and Routes and approved changes to the Runs and Routes, and for performing same in accordance with such approved Runs/Routes and changes thereto. In every event in which a Run or Route change occurs, the Driver shall be responsible for acquiring from the dispatcher (or other designated Contractor official), at the earliest possible moment, updated driver directions.
- S. Drivers who are permitted to take vehicles home, whether overnight or at midday (between Runs), shall in every event check in with the dispatcher prior to the start of each Run, to ascertain whether there are any Route changes. Such check-in may be made by phone or radio.
- T. In accordance with State and local law, Drivers and Driver Assistants shall not smoke on Vehicles or in Facilities or on Facility grounds at any time, nor shall they permit passengers to smoke on a Vehicle. Drivers and Driver Assistants shall not eat or drink any liquid, be under the influence of alcohol or a controlled substance or medication, or perform any act, or conduct themselves in any manner that may impair the safe operation of a Vehicle, while such Vehicle is transporting passengers.
- U. Drivers or Driver Assistants shall not disembark from the Vehicle when passengers are inside except to assist a passenger embarking or disembarking or in case of emergencies; and in such case before leaving his/her seat, the Driver shall stop the motor, leave the

transmission in park, set the auxiliary brake, and remove the ignition key.

Notwithstanding this, on Wheelchair Vehicles the motor must remain on in order that the lift will operate. Therefore, on such Vehicles, the Driver or the Driver Assistant may leave the Vehicle while the motor is running, but only to operate the lift and assist the wheelchair passenger on or off the Vehicle.

- V. Prior to the start of any Run, all Drivers shall perform a “walk-around inspection” of the Vehicle.
- W. All Drivers or Driver Assistants shall perform a “post-trip” inspection of the vehicle. The “post-trip” procedure must be implemented at every Facility after every trip subsequent to unloading passengers, to ensure that articles have not been left on the Vehicle and that no passengers remain on the vehicle. Such a “post-trip” inspection shall also be performed before the vehicle is left at the transporter’s yard.
- X. As needed by the passengers, all Drivers and Driver Assistants are required to buckle and unbuckle car seats, safety vests, and passenger’s seat belts or harnesses.
- Y. No Vehicle shall be operated while a passenger is standing. In the event of a breach of this provision, the Driver shall be deemed to be operating the Vehicle in an unsafe manner.
- Z. Drivers shall admit and discharge only passengers authorized by the County or the Agent and only at designated destination points. There shall be no unauthorized stops while passengers are on the Vehicle.
- AA. Drivers shall operate vehicles at safe and reasonable rates of speed.
- BB. A Driver or Driver Assistant shall *not* fill the Vehicle’s gas tank while passengers are on the Vehicle. A breach of this provision shall be deemed to be included in “the operation of a vehicle in an unsafe manner.”
- CC. Each Driver of a Vehicle shall be responsible for the complete control of his/her Vehicle and the passengers being transported. It shall be the responsibility of the Driver to maintain good order on Vehicles. Notwithstanding this, in no event shall any Driver or Driver Assistant, in the performance of their duties, treat any passenger roughly.
- DD. Drivers and Driver Assistants shall not permit their passengers to have heads or arms out of open windows. In the event a Driver or Driver Assistant observes such activity, he/she shall immediately take appropriate corrective measures.
- EE. All Drivers and Driver Assistants shall immediately report to their supervisors any unusual incident that occurs or is observed by them during the course of providing Services hereunder, and/or, shall report any accident that occurs while transporting passengers to or from destination Facilities. In the event of an incident, the report shall be made no later than the completion of the run during which such incident occurs. In the case of an accident, such report shall be made immediately by means of the telecommunications

equipment on the Vehicle. In the event such report is made by means of the telecommunications equipment on the Vehicle, it will be immediately transcribed. As a result, all statements mentioned in this paragraph must be in writing and signed by the Driver (and/or Driver Assistant) and a supervisor.

- FF. In connection with the foregoing, it shall be the obligation of each Driver and Driver Assistant to immediately report any mistreatment of a passenger to the Contractor and to the County or the Agent. Failure to promptly report such an incident shall be grounds for the removal of a Driver and/or Driver Assistant from the performance of the Services.
- GG. The Transporter shall instruct Drivers and Driver Assistants, if applicable, that in the event they are requested to transport a passenger's medication to or from Destination Facilities, they are to comply. Such medication shall be carried in a sealed container, and must be in the possession of the Driver or Driver Assistant at all times during transit and kept in a location that is not accessible to any passenger. Upon conclusion of the trip during which the request was made, the Driver or Driver Assistant shall report the request to his/her supervisor. Under no circumstances shall medication to be administered to any passenger by a Driver or Driver Assistant.
- HH. As an alert to the possibility that a run might be excessive in either mileage or in time, Drivers and/or Driver Assistants must notify their supervisor when the riding time for any passenger exceeds seventy-five (75) minutes, subject to a fifteen (15) minute tolerance based on circumstances such as unusual traffic and weather conditions. The Transporter shall immediately notify the Agent of such occurrences.

#### ***Materials to Be Carried on Vehicles***

- KK. The Contractor shall provide all Drivers with the following: map-books of Cattaraugus County and adjacent counties containing: route sheets with passenger names, addresses, phone numbers and emergency phone numbers, appropriate forms for noting whether scheduled passengers have been present on the run, and "left/right sheets" with specific route locations and times from first pick-up to the last scheduled drop-off. All drivers and routes will receive revisions to map-books and directions as changes occur. The foregoing material shall be present on the Vehicles at all times. The Contractor shall provide copies of the above mentioned materials to the Agent for their records and approval.

#### ***Confidentiality***

- LL. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) all information concerning the passengers transported, including, but not limited to such passengers names and addresses, is "protected health information" ("PHI"). Drivers, and Monitors, and members the transporter's staff who have access to such information shall receive training in maintaining the absolute confidentiality of PHI.
- MM. The Contractor shall also abide by the requirements of confidentiality of client's records as provided under the Family Education Right and Privacy Act (FERPA) and the Individual

with Disabilities Education Act (IDEA) when disseminating information to Drivers, Driver Assistants and other staff.

- NN. For the purposes of clarity, neither Drivers, Driver Assistants, nor any other member of the Transporter's staff will discuss or disclose any confidential information concerning the passengers with any other party without prior written consent of the passenger or caregiver, as appropriate, a supervisor *and* the County. For the purposes of this paragraph, confidential information shall include, but not be limited to:
- i. The names of passengers and the Facilities any passenger attends; and
  - ii. Information received for the purpose of increasing awareness of a behavioral problem or medical condition, which information is needed to assure the safety and welfare of a passenger ("safety/welfare information"). Notwithstanding the foregoing, in the event a parent or caregiver provides safety/welfare information to a Driver or Driver Assistant, such information will be immediately communicated by the Driver and/or Driver Assistant to the Transporter's dispatcher and to the Agent.

### ***Record Keeping***

- OO. All Drivers and Driver Assistants shall cooperate in any record keeping systems established by the County. All Drivers and Driver Assistants shall be required to complete transportation forms regarding passengers, attendance, the time of each pick-up and drop-off, and all other forms as shall be stipulated by the Agent from time to time. To assure the accuracy and currency of such records, recording shall occur at the beginning or completion of each Route Segment, as appropriate.
- PP. The County requires prompt notice of any extended passenger absences from scheduled Runs. For the purpose of this paragraph, "extended absences" shall be absences of three (3) or more consecutive days. The Contractor shall cooperate in establishing a procedure for reporting absences and extended absences promptly. The Contractor shall utilize the forms created by the Agent for this purpose, and shall complete all entries required in such forms.
- QQ. Drivers and/or Driver Assistants shall submit daily attendance records to their supervisor on a weekly basis for submission to the Agent. If the Driver or Driver Assistant knows or suspects that a passenger has moved, or that a passenger no longer requires transportation, then this information shall be included on the attendance records, and the Contractor shall promptly notify the Agent in accordance with the procedure established by the Agent.

## **VI. Personnel Requirements**

### **A. Before the start of employment:**

- i. All Drivers shall have a Class A, B or C NYS license with a Passenger (P) and (S) CDL endorsement. Drivers will be appropriately licensed for the type of Vehicle being driven.
- ii. In accordance with the provisions of New York State Social Services Law Section 424-a, the Contractors shall screen all Drivers and Driver Assistants through the child abuse registry, and the Contractors shall maintain a record of submissions and clearances.
- iii. In accordance with the requirements Section 633.5 (vii) (8) of the OMRDD Mental Hygiene Law, Chapter 575 of the Laws of 2004, and other applicable laws, each Driver and Driver Assistant will provide information, statements and fingerprints as may be necessary for a criminal history record check (including, without limitation any sexual offences) and the Contractors shall maintain a record of such information.
- iv. Wherever in (ii) and (iii) above a record of “abuse” or “criminal history” is referred to, it shall include, without limitation, any plea(s) to such a charge.
- v. The specificity of laws and/or regulations in connection with required background checks is by way of example, but not in limitation of the requirements cited or any additional requirements in other applicable laws or regulations. For the purpose of clarity, the Contractor will comply with all requirements of applicable laws as if they were specifically mentioned herein.
- vi. A list of all certified Drivers and license numbers, license class and endorsements, license expiration date, a list of all their accidents and violations incurred in the past three (3) years, and all material submitted to and/or received by the Transporters with respect to criminal, abuse, and other background checks, will be retained by the Transporters and provided to the County or its Agent on request. Such list shall be updated upon each and every change.

### **B. In accordance with 18 NYCRR Section 505.10 (Transportation For Medical Care and Services) of the New York State Department of Health Rules and Regulations, Contractors that provide transportation to day treatment or continuing treatment programs must be authorized by the Department of Transportation. Drivers for such Contractors must be qualified under Article 19 of the Vehicle and Traffic Law and all other regulatory requirements. Such Contractors and their Drivers must comply with all requirements of the New York State Department of Transportation and the New York State Department of Motor Vehicles or have a statement in writing from the appropriate Department or Departments verifying that the Contractors or their Drivers are exempt from such requirements.**

- C. Drivers shall receive the amount of behind the wheel defensive training required from time-to-time by applicable statute and/or regulation, and such training shall include classroom instruction. Such defensive training is highlighted because of the nature of the Services and the passengers to be transported, and is therefore “of the essence” in any agreement between the Contractor and the County.
- D. Training as required by Article 19A of the New York State Vehicle and Traffic Law or regulations, shall be provided by the Contractor to the Drivers and Driver Assistants as required by such regulations.
- E. The Contractors shall ensure that the Drivers and Driver Assistants provide the County with safe transportation. In connection with this, Contractors shall ensure that the Drivers and Driver Assistants, as applicable, meet the following minimum qualifications:
  - i. No moving violations during the past twelve (12) months.
  - ii. Even if there is no violation within the past twelve (12) months, there is no more than one (1) moving violation during the past five (5) years.
  - iii. Under no condition will an applicant be accepted as a Driver or Driver Assistant if he or she (a) has been convicted of a felony; or (b) has been convicted of a drug or alcohol offense; or (c) if there has been a finding of child abuse/maltreatment based on a submission of the individual’s name to the New York State Child Abuse Registry.
  - iv. The Contractor shall maintain records concerning the Drivers’ and Driver Assistants’, as applicable, qualifications and clearances with respect to the matters described in sections (i) through (iii) above.
- F. A written record from the New York State Department of Motor Vehicles with respect to any given driver must be promptly submitted to the County or the Agent on request.
- G. At the County’s option, each Driver Assistant providing Services to Preschool/Early Intervention children shall be required to attend not less than two (2) two-hour, nor more than five (5) two-hour training sessions per year specifically concerning the special needs of preschool handicapped children. The Contractor shall be responsible for ensuring that each Driver Assistant attends required sessions, and shall provide the County with an acknowledgement of attendance at such session(s). The County may employ a person or firm to provide such training, and if this is done, the Contract shall ensure the attendance of all Drivers and Driver Assistants at no cost to the County.
- H. All Drivers shall be at least twenty-one (21) years of age, and Driver Assistants shall be at least eighteen (18) years of age.

- I. All Drivers and Driver Assistants 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 Driver Assistant 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 VTL, with the requirements of 8 NYCRR Section 156.3 of the regulations of the Commissioner of Education, and, as required, with Department of Transportation regulations. With respect to the Driver Assistants, the result shall be reported to the Contractor. Physicals shall include a standard Mantoux Skin Test, and chest x-ray if indicated, for tuberculosis (a Tine Test is not acceptable). In no instance shall the interval between a Driver's and/or a Driver Assistant's physical examinations exceed twenty-four (24) months. The Transporter shall provide a copy of Sections 6-11 and 6-12 of the regulations under Article 19A of the VTL, to all physicians used for employees' physicals. On request, the Transporter shall provide the County or the Agent with proof of compliance with the foregoing with respect to each Driver and Driver Assistant.
- J. The Contractor will ensure that it receives periodic reports from the local police department and/or State and/or Federal law enforcement agencies concerning the lack of convictions of Drivers and Driver Assistants for felonies or child or other abuses. Such reports shall be received by the Contractor no less than annually. Notwithstanding this, the County and/or Agent reserve the right to reject or require replacement of Drivers or Driver Assistants who are provided by the Contractor for any reason, without being limited to considerations of social and driving records.
- K. The Contractor shall register the County with the NYS Department of Motor Vehicles' Driver Certification Unit as a contract holder.
- L. All Driver and/or Driver Assistant records described in this section shall be maintained by the Contractor and shall be made available for inspection by the County or its Agent, and/or copies of such records shall be made and submitted to the County or its Agent within ten (10) days of receiving a request therefore, except for those items where a sooner response is required by the IFB.
- M. The Contractor shall ensure that each Driver and each Driver Assistant providing Services under this IFB are certified in CPR and First Aid. Such certification shall be at the sole cost and expense of the Contractor. All Drivers and Monitors shall carry their CPR Certification Card with them at all times they are on a Vehicle providing service to the county.
- N. Medicaid Clearance: Not less than once each month, the Contractor shall search the 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 on such list.



### ***Grounds for Removal of a Driver and/or Driver Assistant from Service to the Program***

- A. For the avoidance of doubt, under the following circumstances the Driver and/or the Driver Assistant, as applicable, *shall* be removed from service to the Program. The following list is for the convenience of the bidders, but is not by way of limitation of the grounds for such removal.
- i. 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.
  - ii. Each time a Driver and/or Driver Assistant is found to have used corporal punishment on a passenger, or in any other manner mistreated a passenger.
  - iii. Each time that a passenger is left unattended on a Vehicle.
  - iv. Each time a passenger has been delivered to an incorrect or unauthorized drop-off location or destination Facility.
  - v. Each time a sleeping child is found to be on a Vehicle after a “post trip” inspection should have been conducted (i.e. the “post-trip” inspection was not properly conducted as required herein).
  - vi. 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).
  - vii. Each time a Driver fails to maintain complete control of a Vehicle and/or operates a Vehicle in an unsafe manner.
  - viii. Each time a Driver operates a Vehicle under the influence of a controlled substance.

### **VII. Liquidated Damages**

In view of the difficulty the County and passengers shall suffer by reason of defaults in the performance of the Service required hereunder on the part of the Contractor and its employees, staff and personnel, the following monetary sums are hereby agreed upon, fixed and determined by the parties thereto as “Liquidated Damages” that fairly represent the damage the County will suffer by reason of such violations of the contract to perform the Services and not by the way of penalty. Such Liquidated Damages may be imposed upon the findings of the Agent that a provision of the contract has been violated.

It is the intent of the County to provide passengers with safe and effective Transportation Services at all times and, in addition, to work cooperatively and reasonably with responsible Contractors. The County shall consider unusual circumstances regarding break-downs or delays when considering the question of Liquidated Damages. Appeals for disputes arising as to the

assessment of violation(s) will be heard by the County Administrator, whose decision shall be final and binding.

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.

Prior Warning: Notwithstanding the specific provisions for liquidated damages below, the County and the 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 passenger 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.

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

- A. The full cost of the Vehicle Daily Rate (based on the number of hours the vehicle is schedule to operate) shall be deducted from subsequent payments due the Contractor for each day on which the following violations occur:
  - i. Each time there is a failure to provide Transportation Services on a day on which destination Facilities are required to be open in accordance with the official calendar or subsequent changes thereto.
  - ii. Each time there is a failure to conform to the arrival and dismissal schedules and session times of the Destination Facilities, as such information is provided by the a County or the Agent.
  - iii. Each time there is a failure to adhere to any special schedules or shortened and lengthened schedules of the destination Facilities to be serviced.
  - iv. Each time there is a failure to provide all of the Vehicles and Services needed to do all of the work contracted for.
  - v. Each time there is a failure to comply with the applicable regulations of the New York State Departments of Education, Transportation and Motor Vehicles as well as with any and all laws and regulations of any agency of the Federal Government, State of New York, County or local regulations applicable hereto.
  - vi. Each day on which a Vehicle is operated using recapped or regrooved tires;
  - vii. Each time there is a failure to comply with the Vehicle, Driver and/or Driver Assistants requirements as set forth herein.

- viii. Each time there is a failure of any Vehicle to have a current and effective New York State DOT certificate, if required.
- ix. Each time there is an assignment of any Driver and/or Driver Assistant to perform Services hereunder, who has been disqualified by the State, County, or Agent in this or any other jurisdiction.
- x. 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.
- xi. Each time a driver allows a passenger to enter or leave the Vehicle while it is in motion.
- xii. Each time a Driver and/or Driver Assistant is found to have used corporal punishment on a passenger, or in any other manner mistreated a passenger. In addition, the Driver and Driver Assistant (if assigned to the Vehicle) shall be dismissed immediately.
- xiii. Each time that a passenger is left unattended on a Vehicle. In addition the Driver and/or Driver Assistant shall be dismissed immediately.
- xiv. Each time a passenger has been delivered to an incorrect or unauthorized drop-off location or destination Facility. In addition, the Driver and/or Driver Assistant shall be dismissed immediately.
- xv. Each time a sleeping child is found to be on a Vehicle after a “post trip” inspection should have been conducted (i.e. the “post-trip” inspection was not properly conducted as required herein). In addition, the Driver and Driver Assistant shall be dismissed immediately.
- xvi. 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). In addition, the Driver and/or Driver Assistant shall be dismissed immediately.
- xvii. Each time an unauthorized individual is transported by the Driver and/or Driver Assistant when a vehicle is being utilized for Service hereunder, whether or not same is approved or known by the Contractor.
- xviii. Each time there is a failure to follow procedures for reporting incidents, accidents and/or emergencies as set forth herein.
- xix. Each time there is a failure to report immediately to the destination Facility administration and the County or Agent any incident involving physical harm to a passenger.

- xx. Each time a Driver operates a Vehicle in Service hereunder when he/she has not received the proper training, instructions and/or courses as specified herein within the specified time periods.
  - xxi. Each time there is a failure by the Contractor to provide, as required hereunder, the required medical certificate, fingerprint record, driving record (abstract), Child Abuse Registry clearance, reference letters, applications for employment and other data when requested.
  - xxii. Each time a Driver and/or Driver Assistant allows a passenger to continue an unsafe or dangerous act while on a Vehicle.
  - xxiii. Each time there is a failure by the Contractor to service each designated pickup or drop-off on a Route.
  - xxiv. Each time there is a failure to utilize a Vehicle that meets the standards and requirements set forth herein and all applicable State and local laws and regulations.
  - xxv. Each time a Driver fails to maintain complete control of a Vehicle and/or operates a Vehicle in an unsafe manner. In addition, the Driver shall be removed from the program.
  - xxvi. Each time a Driver operates a Vehicle with under the influence of a controlled substance. In addition, the Driver shall be removed from the program.
- B. One-half the cost of a Vehicle Daily Rate (based on the number of hours the vehicle is schedule to operate) may be deducted from subsequent payments due the Transporter for each day on which the following violations occur:
- i. Each time there is a failure by the Contractor to dispatch spare Vehicles and/or provide road service within the time frames herein provided.
  - ii. Each time the Contractor provides Services with a Vehicle that does not have an operable two-way radio communications set or mobile/cellular phone.
  - iii. Each time there is a failure by the Driver and/or Driver Assistant to properly complete the daily attendance sheets or a failure of the Contractor to deliver attendance information to the County or the Agent in the form and format required and at the time parameters set forth herein.
  - iv. Each time there is a failure of the Driver to wait for a passenger at the pick-up point until five (5) minutes after the scheduled pick-up time.

- v. Each time there is a failure of a Driver to be familiar with the Vehicle and Traffic laws, regulations of the Commissioner of Motor Vehicles or other laws or regulations pertaining to passengers transported hereunder.
  - vi. Each time there is a failure by the Contractor to provide new Services to a passenger within the time parameters provided herein, or otherwise agreed to with the County or Agent.
  - vii. Each time there is a failure by the Contractor to comply with the County's or Agent's authorized changes to a Route including additions or deletions of stops. This includes additions or deletions to Runs or Routes.
  - viii. Each time a Driver and/or Driver Assistant makes an unauthorized stop or smokes on a Vehicle, in a Facility, or on Facility grounds. This provision shall apply whether or not children are present at the time of the infraction.
  - ix. Each time a Vehicle is not equipped with a fire extinguisher, safety kit, and seat belt cutter.
  - x. Each time there is a failure by the Contractor to ensure that the Vehicle interior and exterior are both clean.
  - xi. Each time there is a failure by the Contractor to provide to the County and/or the Agent as, and in, the time parameters prescribed hereunder.
  - xii. Each time a passenger's head or arm are outside the Vehicles window and the Driver or Driver Assistant fails to take immediate appropriate corrective action to correct the situation.
- C. In the event that appropriate communications arrangements as discussed in this IFB, are not made available by the Contractor, and in the event that information is not passed between the parties as a result, the failure to receive the necessary information will not be considered a reason for the failure to perform an obligation on the part of the Contractor. By way of example, and not in limitation of the foregoing, in the event a change of address of a passenger is to become effective, but because the Contractor has failed to provide adequate arrangements for the exchange of FAX's, and because of this the address change cannot be implemented on time, it will be as if the Contractor had not provided transportation as scheduled, and liquidated damages will be assessed on that basis.
- D. Nothing herein shall limit the right of County to declare the Contractor in default of his agreement in advance of, in lieu of, or in addition to the assessment of Liquidated Damages.

### **VIII. Insurance Requirements (Insurance Requirements for this contract is Cattaraugus County Classification “F”)**

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

Comprehensive General Liability – \$2,000,000 aggregate; \$1,000,000 per occurrence.

Automotive Liability Insurance - Primary coverage of \$500,000.00 for each person and \$1,000,000.00 for each accident.

Property Damage - \$2,000,000 aggregate; \$1,000,000 per occurrence.

Excess Umbrella Liability Coverage - \$3,000,000.00.

- B. Cattaraugus County shall be named as an “additional insured” on all Certificates of Insurance. These Certificates shall be provided by the Successful Bidder within ten (10) business days following the date of notification of award. There must be a certification attesting that the policy will not be canceled or allowed to expire without sixty (60) days prior notice to the County. Insurance certificates must show the expiration date of the policy. The policy should cover the duration of the entire term of the Contract. The Successful Bidder shall provide the County with a copy of all relevant policies.
- C. The Successful Bidder will take out and maintain, during the life of this contract, adequate Workers’ Compensation Insurance and Disability Insurance at not less than the statutory rates, for all employees who will be engaged in work under this contract in compliance with the Workers’ compensation Law of the State of New York, and the New York State Disability Benefits law, respectively. A copy of these policies shall be submitted to the County prior to the onset of the contract.
- D. Submission of the “Acord Form” as proof of this insurance coverage is insufficient. As proof of the Workers’ Compensation Insurance the successful bidder shall file the “C-105.2 Form,” and with respect to Disability, the successful bidder shall file the “DB-120.1 Form” with the Clerk to the County Legislature. Providing such certificates, and maintaining such filing as current, is a predicate to the County’s obligation to make payments to the Contractor.

### **IX. FUEL**

- A. The Contractor will solely be responsible for fuel for its vehicles.

**B. Fuel Surcharge:**

- i. In the event that, during any given quarter annual period of the Term of the Contract, the price of fuel rises by twenty-five (25%) or more above the price charged on the first day of the term of the Contract (as measured by the price for Diesel-2D REG as shown in the NYS OGS Fuel Contract Price Listing), then during the following quarter annual period a surcharge of five dollars (\$5.00) will be deemed added to the price bid by the Successful Bidder for a 4-hour Vehicle.
- ii. Such five dollar (\$5.00) increase shall be prorated for Vehicles that are utilized for 1-, 2-, and/or 3-hours a day.
- iii. In the event that in the next and/or subsequent quarter annual period the cost of fuel remains at the level of a 25% increase (or more), fuel surcharge will continue during that quarter annual period. In the event that during the next and/or any subsequent quarter annual period the price of fuel is reduced below the 25% increase level, the fuel surcharge will be deleted.
- iv. In order to accommodate the foregoing fuel surcharge formula, the Agent will review the cost of fuel on a quarter annual basis, and will advise the Contractor of the result of the review.

**X. FINANCIAL**

- A. A \$500 Bid Bond WILL BE REQUIRED. The bid bond may be in the form of a cashiers check or a certified check. Nothing herein will be construed as waiving the requirements of the General Municipal Law or other State or local statutes requiring that bids cannot be withdrawn during the specified period after the bid opening.
- B. A \$10,000 Performance Bond in the form of a cashiers check or certified check WILL BE REQUIRED of the Successful Bidder(s). This check must be made payable to Cattaraugus County. This check may be deposited by the County. The funds so deposited will be retained by the County during the term of the Contract. At the expiration of the term, if the Successful Bidder has performed under the terms of the Contract to the satisfaction of the County, the funds will be returned to the Successful Bidder(s), without interest.
- C. Contractors must bill the County's departments for each Monthly Vehicle Cost as applicable. In connection therewith:
  - i. The Agent will instruct the Contractor as to the manner in which the Contractor's invoices for its services are to be divided between the individual departments of the County, and the Contractor shall issue its invoices in accordance with such instruction.

- ii. Each week, the successful bidder shall submit Attendance Sheets for the prior week, showing the following:
    - a. Program Provider served
    - b. Attendance Record, days on which passengers attended programs, address and time of first pick-up and last drop-off and/or such other information as the County might require from time to time.
    - c. The transporter is responsible for ensuring that each Driver Attendance Log is completed and signed in accordance with the County's instructions.
    - d. Payment shall not be made to the transporter until all Driver Attendance Logs submitted are correct.
  - iii. In the event that the County prescribes a form or format for the invoicing of the Contractor's Services, the Contractor shall comply with such requirements. In the event such invoice is not on the prescribed form or in the prescribed format, such invoice(s) shall not be paid until such invoices meet such requirements.
- D. The sheets giving the above information shall be sent, along with vouchers, to the County, as instructed by the Agent. However, at the Agent's request, the foregoing information shall be provided prior to the submission of the Contractor's invoice and voucher.
- E. All invoices with respect to Services shall be presented not later than fifteen (15) days after close of the month during which such services were performed. Invoices not presented within such time frame shall not be paid.

## **XI. PAST PERFORMANCE**

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

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

The County reserve the right to reject all bids in the event the bids received all exceed the current contract cost. In addition and notwithstanding the awarding of a contract, in the event that it is in the best interest of the County that one or more passengers who would be scheduled to be transported by a Successful Bidder may be transported by means of vehicles owned or leased or otherwise contracted for by the County.



### **XIII. CORPORATE COMPLIANCE POLICY**

The County has adopted a Corporate Compliance Policy, a copy of which is available from the County Administrator's Offices in Olean and Little Valley, or the County's web site at: [www.cattco.org](http://www.cattco.org). By submitting a bid, the Contractor certifies that it has reviewed the standards of conduct and policies and procedures in the Corporate Compliance Policy. The Contractor shall require compliance with such standards of conduct and policies and procedures by all who provide services to the County on behalf of the Contractor.

### **XIV. MISCELLANEOUS**

- A. The Contractor warrants that it is an independent contractor and is not in any way to be deemed an employee or agent of the County or the Agent.
- B. The Contractor agrees it will at all times defend, indemnify and hold the County, its agents, officers, and employees harmless and free and clear of any and all loss and/or liability arising out of or connected with any act or omission or commission by the Contractor, its officers, servants, agents or employees with respect to any matter to which this IFB relates.
- C. The Contractor shall not assign, transfer or subcontract, in whole or in part, the contract entered into as a result of its submission of this bid, or any of its rights or obligations arising out of or under such contract, to any person, firm, association or corporation, without the prior written consent of the County, which consent may withheld for any reason.
- D. **STATEMENT OF CONFIDENTIALITY:** The transportation bid sheets contained in this bid packet include information which is considered "confidential" under Federal and State regulations and should be utilized for the purpose of transportation services for the County. Bidders' interest in this material is solely for the purpose of preparing bids and/or providing transportation services to passengers of the County. Be advised that the Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement the Successful Bidder will execute includes provisions for handling this information as well as actions that can be taken by the County in the event of non-compliance.

## Appendix B

### BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, hereinafter called the County.

The undersigned, desiring to interpose a bid to provide services for VAN SERVICE, for Cattaraugus County, does hereby accept all terms, conditions, and agreements contained and set forth in the Public Notice, General Information, Additional Terms and Conditions, Material to be Submitted, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for performance of Contract with Cattaraugus County Legislature and does hereby certify and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the following specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### INDIVIDUAL, PARTNERSHIP OF CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Signature  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Title  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Date

**Appendix C**  
**LEGAL STATUS INFORMATION**

To facilitate correct drawing and execution of a contract, bidder shall supply full information concerning legal status:

FIRM NAME: \_\_\_\_\_

PRINCIPAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

LOCAL OFFICE:

Street \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Area Code \_\_\_\_\_ Telephone \_\_\_\_\_

CONTRACT TO BE SENT TO: \_\_\_\_\_

Principal Office \_\_\_\_\_ Local Office \_\_\_\_\_

CHECK ONE:

Corporation \_\_\_\_\_

Partnership \_\_\_\_\_

Individual \_\_\_\_\_

(Incorporated under the Laws of the State of \_\_\_\_\_)

(If foreign corporation, state if authority to do business in the State of New York:

Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_)

TRADE NAMES: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

PLEASE TYPE OR PRINT

## Appendix D

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

### NON-COLLUSIVE BIDDING CERTIFICATION

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:

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

No attempt has been 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.

(for use of individual bidder)

IN WITNESS WHEREOF, I, \_\_\_\_\_, doing business under the style and name of \_\_\_\_\_ at \_\_\_\_\_ have hereunto subscribed my name under the penalties of perjury at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_  
d/b/a \_\_\_\_\_

(for use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under penalties of perjury, at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by \_\_\_\_\_ one of the partners or co-partners of the partnership composed of \_\_\_\_\_ and \_\_\_\_\_  
Doing business under the style, partnership and firm name of \_\_\_\_\_  
At \_\_\_\_\_.

\_\_\_\_\_  
Partnership Name

By \_\_\_\_\_

Co-Partner

(for use of corporate bidder)

RESOLVED, that \_\_\_\_\_ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project \_\_\_\_\_

\_\_\_\_\_ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by \_\_\_\_\_ Corporation at a meeting of its board of directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary  
\_\_\_\_\_

## Appendix E

### Instructions, Guidelines, and Information

#### I. Bidding Guidelines

A. **Applicable Definitions:** In addition to the definitions set out in Section III, above, the following words and phrases shall have the designated meanings; provided, however, that in the event of a discrepancy with a definition in said Section III, for the purpose of this Appendix E, the following definition shall govern.

- (1) “Client” or “Authorized Passenger”- a transportation service recipient who is identified for transportation to and/or from one or more of the programs sponsored by the parties named at the head of this Appendix A, and such other departments or agencies as the County or the Agent may assign for transportation hereunder from time-to-time. The Term Client and Authorized Passenger includes, but is not limited to Children with Special Needs as and when the context requires.
- (2) Destination Zone” – a particular area defined by the “Programs” or “Program Clusters” to which a transporter will be delivering clients. For the purposes of this Bid Specification, the “Destination Zones” will include the pick-up and drop-off of clients anywhere within the Cattaraugus County borders to the “Programs” or “Program Clusters” as detailed on the Bid Sheets.
- (3) “Program” – a particular location to which a client will be transported for the purpose of therapy, education, or other activities.
- (4) “Program Cluster” – a group of “Programs” which are in close proximity to one another.

B. **Items to be Bid**—on each Bid Sheet, Bidders are asked to provide a daily price for the following:

- (1) **Daily Rate:** With respect to the “Vehicle Types” (as defined below) bids are required for both of the following daily uses:
  - (a) **Vehicle/Full Day:** A vehicle for a full day. The price bid will include the use of the vehicle and the services of the Driver to make as many runs to and/or from the Program(s) designated on the Bid Sheet and as provided below in Appendix E (II) (G—new Programs, new programs in reasonable proximity to the existing program designated on the Bid Sheet), as might be necessary, at any and all times during the day. The Runs to be made by the vehicle will be established by the County or the Agent.

A vehicle that is scheduled for more than one Round Trip/Day (as defined below) will be deemed to be a vehicle provided for a full day.

- (b) *Round Trip/Day*: A vehicle and a Driver for one (1) round trip during a day. The price bid will include the use of the vehicle and the services of the Driver. A round trip will consist of picking up passengers at their designated pickup locations and taking them to the Program designated on the Map (and as provided below in Appendix K (II) (G—new Programs, new programs in reasonable proximity to the existing program shown on the Bid Sheet), and picking passengers up at their Program(s) and taking them to their designated drop-off locations. It should be specifically noted that the passengers taken to their program(s) might not be the same passengers taken from the program(s) to their residences.

It must be noted that in the event a transporter is required to provide a vehicle and Driver for a one-way trip (i.e. taking passengers from their designated pickup locations to their program or taking passengers from their program to their designated drop-off locations) the Successful Bidder will be paid one-half (1/2) of the daily amount bid for a Round Trip.

- (c) *Driver Assistants*: The Successful Bidder will provide a Driver Assistant on any Vehicle transporting three (3) or more children. The Successful Bidder must enter a bid price for a Driver Assistant for both a Round Trip and a Full Day.
- (2) *Vehicle Types*: With respect to each Program(s) for which a bid is submitted, for each “Daily Rate” (as defined above) bids are required for both of the following vehicle types:
- (a) “*Van*”: For bidding purposes only, “Van” designates a Vehicle capable of transporting up to five (5) passengers, a Driver, and, if required, a Driver Assistant.
- (b) “*Mini Bus*”: For bidding purposes only, “Mini Bus” designates a Vehicle registered as a school bus that is capable of transporting six (6) to fourteen (14) passengers, a Driver, and, if required, a Driver Assistant.
- (c) “*Wheelchair Vehicle*”: Wherever Wheelchair Vehicle is used its meaning includes all required personnel.

Note: In the event a wheelchair vehicle is required, the price-per-hour bid for a Van will be increased by 10%.

**C. Number of Vehicles Required**: The Successful Bidder warrants that he/she will provide the required number of vehicles. The number of vehicles the Successful Bidder will be required to provide will be determined by the number and location of the passengers to be transported to and/or from the applicable Program. By signing and returning one or more Bid Sheets, the Successful Bidder undertakes to provide any and all vehicles reasonably determined from time to time by the County as required to transport all such passengers to and/or from the applicable Program, regardless of whether such passengers are scheduled to be transported to the Program

on the first day or are subsequently added to the Program. For the avoidance of doubt, in the event additional vehicle(s) are required at any time during the term, the Successful Bidder will be required to provide same.

**D. *Transporter Invoices:***

**(1) *Invoice Calculation—Vehicle:***

The Successful Bidder will invoice the County for the applicable of the “\$ Vehicle/Full Day—Mini Bus” bid (entered in Column B), the “\$ Vehicle/Full Day—Van bid (entered in Column C), the “\$ Vehicle/Round Trip—Mini Bus bid (entered in Column D), or the “\$ Round Trip/Day—Van” bid (entered in Column E) for each vehicle that has been authorized (as such price is adjusted for applicable CPI increases and/or Fuel Price increases as set out in Appendix A of these Bid Specifications), multiplied by the number of days the use of that vehicle is authorized during a given month.

**(2) *Invoice Calculation—Driver Assistant:***

In the event a Driver Assistant is required on a specific vehicle, the Successful Bidder will invoice for the applicable amount bid (entered in Column B) for each individual Driver Assistant, multiplied by the number of days that Driver Assistant is authorized during a given month.

**(3) *Authorized Vehicle/Authorized Driver Assistant:*** For the purposes of these instructions, a vehicle is “authorized” if and at such time as the Successful Bidder is instructed by the County or the Agent that the vehicle is required for the transportation of passengers to and/or from the applicable Program, or at such time as the Successful Bidder is notified that his/her request for the use of a vehicle is approved. Similarly, a Driver Assistant is “authorized: if and at such time as the Successful Bidder is instructed by the County of the Agent that one is required on a vehicle.

**E. *Term of Contract:*** The Successful Bidder will be obligated to provide the Services described in the Bid Specifications, and to provide the number of vehicles and Drivers and Driver Assistants required to provide those Services for the full period from July 1, 2016 through June 30, 2019, as provided in Appendix A, Section I (I) of these Bid Specifications (the “Term”), and thereafter for any and all periods, if any, for which the County exercises its option to extend the Term, as provided in Appendix A, Section I (J).



## II. Information for Bidders

A. **Information Provided:** Following is a SAMPLE of the type of information provided on the Bid Sheets to assist Bidders in estimating their prices:

Bell Times	Passenger Count
8:45 AM (AMIN)	5
11:30 AM MIDOUT)	1
2:30 AM (PMOUT)	6

As stated on each Bid Sheet, this information is based on available historical data and is not a guarantee of any passenger counts. The County reserves the right to approve the number of passengers, the number of trips, and the trip configurations. The County will have the right to combine trips onto a vehicle in order to maximize vehicle utilization and minimize the number of vehicles for which a Successful Bidder will charge. In this regard, there is no guarantee that any one particular vehicle will be shown taking the same passengers both to and from Facilities if a different arrangement would result in a more cost-effective combination. Finally, the County will have the right to utilize Combined Routing, so as to enhance the coordination of Services.

B. **Additional Passengers:** As additional passengers enter an applicable Cattaraugus County Program, they will be transported by the Successful Bidder who was awarded the contract to transport passengers to and from the applicable Program. However, the County or the Agent, at its discretion, may assign such additional passenger(s) to the transporter for a different Program when to do so would maximize vehicle utilization and minimize the number of vehicles for which the County will be charged. The determination of which transporter will transport the said passenger will be made by the County in its sole judgment, based on which most feasibly corresponds to the passenger's pickup and/or drop-off point. In connection with this, it is possible that a passenger may be assigned to the Successful Bidder for one Program for pick-up and the Successful Bidder for a different Program for drop-off.

C. **Absences:** Passengers, Program Providers, the County (or its Agent), caretakers and/or parents, as and if applicable, will be responsible for notifying the Contractor at least one hour before a scheduled pick-up time, if a passenger is not going to the Facility or returning from the Facility on a particular day(s).

D. **Payment if All Passengers are Absent:** If prior notice (as defined in the previous item) was given to the transporter (or the transporter should otherwise have known) that all passengers on a given trip would not be attending the site involved, then no payment is due to the transporter for that day for that portion of the billing unit. If no such prior notice is given, the Transporter shall be paid one-half (1/2) of the normal rate for applicable vehicle. Note that the non-appearance of a passenger (or passengers) for a trip *to* a site constitutes prior notice that the trip *from* that site performed exclusively for that passenger (or passengers) will not be required for that day.

E. **Designated Stops:** All passengers riding on the vehicles are to board and be discharged at designated stops only. Other stops are prohibited.

F. ***New or Additional Routes:*** When passengers are added or deleted in an existing program, the County or the Agent shall have final approval of all routes as they shall be configured after such changes have taken effect. If, in the judgment of the Successful Bidder, a vehicle must be added to accommodate an additional passenger, then the Successful Bidder must apply in writing to the Agent for the new vehicle and receive written, dated approval before payment will be made to the Successful Bidder for any additional vehicle. The County reserves the right to increase or decrease the number of Vehicles and to alter or modify any transportation schedules at its discretion.

G. ***New Programs:***

- (1) If a new program is opened, and that new program is within the reasonable proximity of an existing program, the Transporter's contract for the existing program will be deemed to include that new program, and the prices applicable to that existing program will apply.
- (2) If a new program that is not within the reasonable proximity of an existing program is opened, whether in the County or outside the County, the County may seek one or more bids for the transportation of children to that new program.

H. ***Days of Operation:*** The Successful Bidder must transport passengers to Facilities on all days that the programs run by those Facilities are in session. Therefore, State-inspected Vehicles and certified Drivers and to the extent necessary, certified Driver Assistants, must be available at all such times.

### **III. Instructions for Completing Bid Sheets**

Instructions for filling out the Bid Sheets are on the following four pages.

## Bid Sheets

*Bid Sheets and Submission of Bids:* Following is a sample table on which Bidders are asked to enter their bids for each Program.

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Category</b>	<b># Used for Bid Award Evaluation</b>	<b>\$ Vehicle/Full Day—MINI BUS</b>	<b>\$ Vehicle/Full Day—VAN</b>	<b>\$ Round Trip/Day—MINI BUS</b>	<b>\$ Round Trip/Day—VAN</b>
Vehicle/Full Day	1			N/A	N/A
Round Trip/Day	1	N/A	N/A		
Driver Assistant /Full Day	1				
Driver Assistant/ Round Trip	2				

**NOTE:** The number of vehicles and the number of Driver Assistants that are shown in Column A are for the purpose of calculating the lowest bid only (the calculated “Annual Bid Evaluation Award Amount”). This number of vehicles or Driver Assistants is NOT an estimate of the number of vehicles or Driver Assistants the Successful Bidder will be required to provide.

**A. Price to be Entered on Table:** In the above example:

- (a) *Vehicle/Full Day:* The price to be entered in Column B (“\$ Vehicle/Full Day—MINI BUS”) and in Column C (“\$ Vehicle/Full Day—VAN”) is the daily price for which the bidder will provide Services based on the applicable vehicle type to transport authorized passengers.
- (b) *Round Trip/Day:* The price to be entered in Column D (“\$ Round Trip/Day—MINI BUS”) and in Column E (“\$ Round Trip/Day—VAN”) is the daily price for which the bidder will provide Services based on the applicable vehicle type for one (1) Round Trip.
- (c) *Driver Assistant/Full Day and Driver Assistant/Round Trip:* The price to be entered in Column B for a Driver Assistant/Full Day, and for a Driver Assistant/Round Trip is the daily price for which the bidder will provide Services based on the applicable of one (1) Full Day, or one (1) Round Trip.

- (d) Each bidder MUST provide the bid prices requested in all four columns (a total of six (6)) bid prices). Bid Sheets that do not have all six bid prices will not be considered for the contract award.

**B. Information to be Entered on Bid Sheets:** To complete a Bid Sheet:

- (1) **Column B:** In Column B, enter your bid to provide a “Mini Bus” for a full day.
- (2) **Column C:** In Column C, enter your bid for a “Van” for a full day.
- (3) **Column D:** In Column D, enter your bid to provide a “Mini Bus” for one Round Trip a day.
- (4) **Column E:** In Column E, enter your bid to provide a “Van” for one Round Trip a day.
- (5) Driver Assistants—Column B: In the applicable box in Column B, enter your bid to provide a Driver Assistant for one Full Day or one Round Trip, as indicated.

**C. Basis of Award:**

- (1) The contract award with respect to transportation to and/or from each Program will be made to the qualified bidder (a bidder who meets all of the requirements) who has the lowest calculated “Bid Evaluation Amount.”
- (2) “Bid Evaluation Amount”: The “Bid Evaluation Amount” will be arrived at in the following way: To calculate the “Bid Evaluation Amount,” the County will multiply the prices entered in Columns B, C, D and E by the number of vehicles shown in Column A for a vehicle for a full day and for a vehicle for a round trip. A similar multiplication will be done with respect to prices entered for Driver Assistants in Column B (price multiplied by the applicable number shown in Column A). The County will then total the result.
- (3) This “Bid Evaluation Amount” is not a guarantee the Successful Bidder will receive this amount. The actual amount to be paid to the Successful Bidder will be determined by the number of authorized vehicles of each type and the number of Driver Assistants on each day, multiplied by the price per day the Successful Bidder entered in the applicable of Column B, Column C, Column D, and Column E.

## **Bid Maps and Bid Sheets**

## Bid Sheet 1

### Destination Zone 1: Buffalo Hearing & Speech

Pick-up and Drop-off of clients anywhere in Cattaraugus County to following Destination(s)

Est. Psgers.

County Agency

#### Buffalo Hearing & Speech: 75 Chestnut St. Fredonia, NY

##### Sessions:

5 days/Week

<i>School Year and Summer</i>	9:00 AM	11:30 AM	1	Youth
	9:00 AM	2:30 PM	2	Youth

---

#### Bid Response:

	A	B	C	D	E
Category	# Used for Bid Award Evaluation	\$ Vehicle/Full Day—MINI BUS	\$ Vehicle/Full Day—VAN	\$ Round Trip/Day— MINI BUS	\$ Round Trip/Day— VAN
Vehicle/Full Day	1	N/A		N/A	N/A
Round Trip/Day	1	N/A	N/A	N/A	
Driver Asst. /Full Day	1				
Driver Asst./ Round Trip	1				

Note: Bids MUST be entered for each of the above categories

Bid Consideration: In the event a wheelchair vehicle is required, the applicable vehicle bid price will be increased by 10%

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

## A detailed map of Chautauque County, New York, and its surrounding areas. The map shows the county's location relative to Lake Erie to the west and south. Major roads are highlighted in orange, including US Route 20 running north-south and US Route 90 running east-west. Other roads shown include NY Route 39, 42, 48, 58, 72, 73, 74, 76, 77, 78, 82, 83, 85, 86, 88, 89, 95, 12, 40, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100. Towns and villages labeled include Silver Creek, Hanover Center, Sheridan, Dunkirk, Fredonia, Arkwright, Forestville, Perrysburg, Gowanda, Collins, Persia, Dayton, South Dayton, Cassadaga, and Cattaraugus. The Cattaraugus Indian Reservation is also shown. The map includes a scale bar indicating distances in miles and kilometers.

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## Bid Sheet 2

### Destination Zone 2: Franklinville

Pick-up and Drop-off of clients anywhere in Cattaraugus County to following Destination(s)

Est. Psgrs.

County Agency

**Franklinville: 31 N. Main Street, Franklinville, NY**

#### Sessions:

5 days/Week

<i>School Year</i>	8:30 AM	2:00 PM	9	Youth
<i>Summer</i>	8:30 AM	2:00 PM	4	Youth

Note: The summer program generally does not run. However, if run it will be at Delevan Elementary (30 School Street Delevan, NY 14201

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#### Bid Response:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Category</b>	<b># Used for Bid Award Evaluation</b>	<b>\$ Vehicle/Full Day—MINI BUS</b>	<b>\$ Vehicle/Full Day—VAN</b>	<b>\$ Round Trip/Day—MINI BUS</b>	<b>\$ Round Trip/Day—VAN</b>
Vehicle/Full Day	1			N/A	N/A
Round Trip/Day	2	N/A	N/A		
Driver Asst./Full Day	1				
Driver Asst./Round Trip	2				

Note: Bids MUST be entered for each of the above categories

Bid Consideration: In the event a wheelchair vehicle is required, the applicable vehicle bid price will be increased by 10%

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

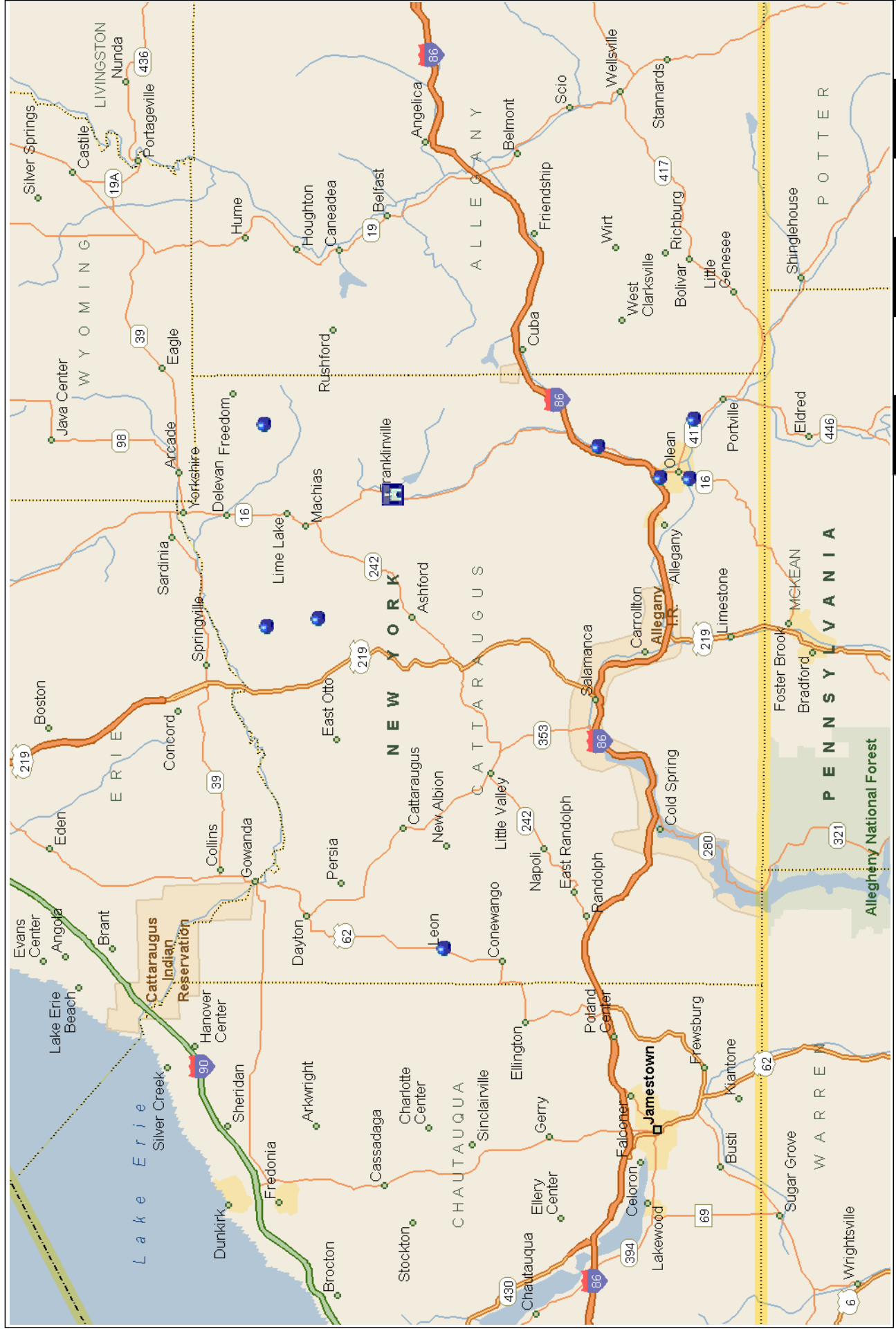
Signature: \_\_\_\_\_

Name: (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_



# Franklinville



### Bid Sheet 3

#### Destination Zone 3: Olean

Pick-up and Drop-off of clients anywhere in Cattaraugus County to following Destination(s)

Est. Psgrs.      County Agency

#### \* Washington West: 1626 West Washington St., Olean, NY 14760

##### Sessions:

5 days/Week

<i>School Year</i>	8:30 AM	11:30 AM	1	Youth
	8:30 AM	2:00 PM	14	Youth
<i>Summer</i>	8:00 AM	2:00 PM	14	Youth

\* Washington West riders CAN NOT be commingled with other Programs

#### Salamanca Senior: 20 Main Street, Salamanca , NY 14779

1 day/Week

<i>All Year</i>	10:30 AM	2:00 PM	3	Aging (adult)
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#### SWAN - Olean (Seniors): 112 N Barry ST., Olean, NY 14760

3 days/Week

<i>All Year</i>	11:00 AM	12:30 PM	3	Aging (adult)
-----------------	----------	----------	---	---------------

#### \*\*Foundations: 203 Laurens, Olean, NY 14760

5 days/Week

<i>All Year</i>	8:30 AM	3:45 PM	11	Commun. Serv. (adult)
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\*\* Foundations might not be serviced via this bid. See Medicaid Notes on this program.

#### Bid Response:

	A	B	C	D	E
Category	# Used for Bid Award Evaluation	\$ Vehicle/Full Day—MINI BUS	\$ Vehicle/Full Day—VAN	\$ Round Trip/Day—MINI BUS	\$ Round Trip/Day—VAN
Vehicle/Full Day	2			N/A	N/A
Round Trip/Day	2	N/A	N/A		
Driver Asst./Full Day	2				
Driver Asst./Round Trip	2				

Note: Bids MUST be entered for each of the above categories

Bid Consideration: In the event a wheelchair vehicle is required, the applicable vehicle bid price will be increased by 10%

Company: \_\_\_\_\_

Address: \_\_\_\_\_

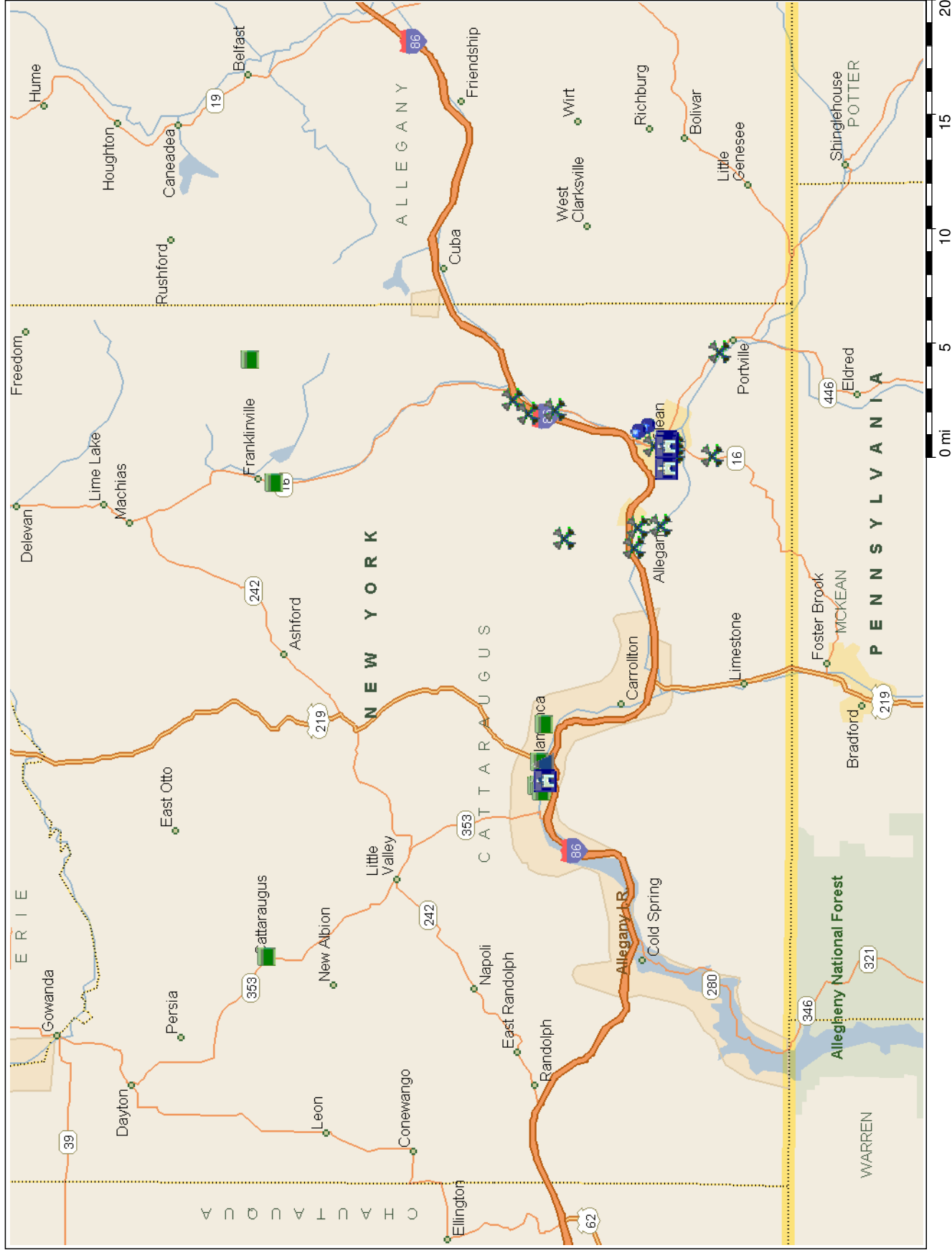
Phone: \_\_\_\_\_

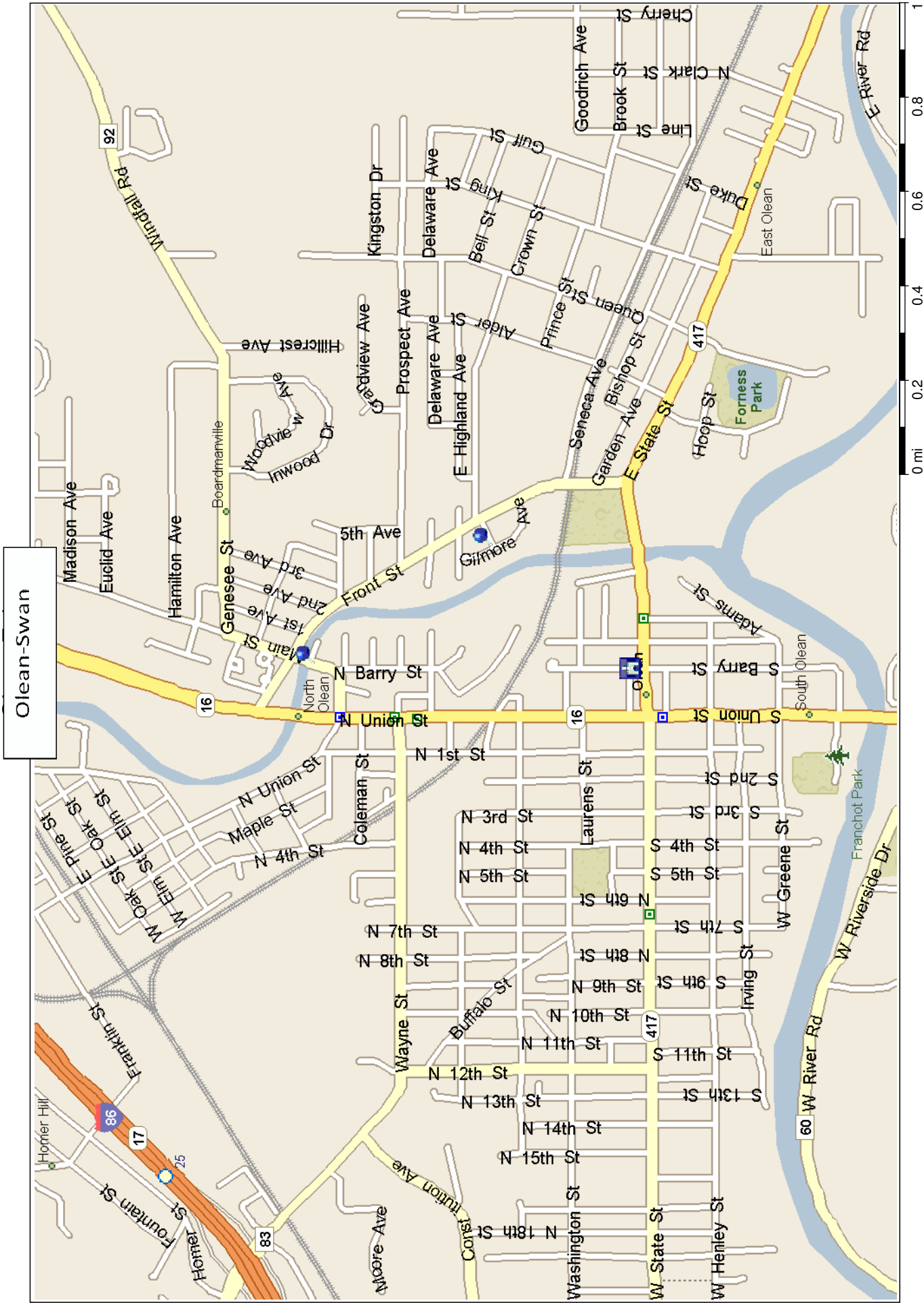
Signature: \_\_\_\_\_

Name: (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

# Olean-WashWest



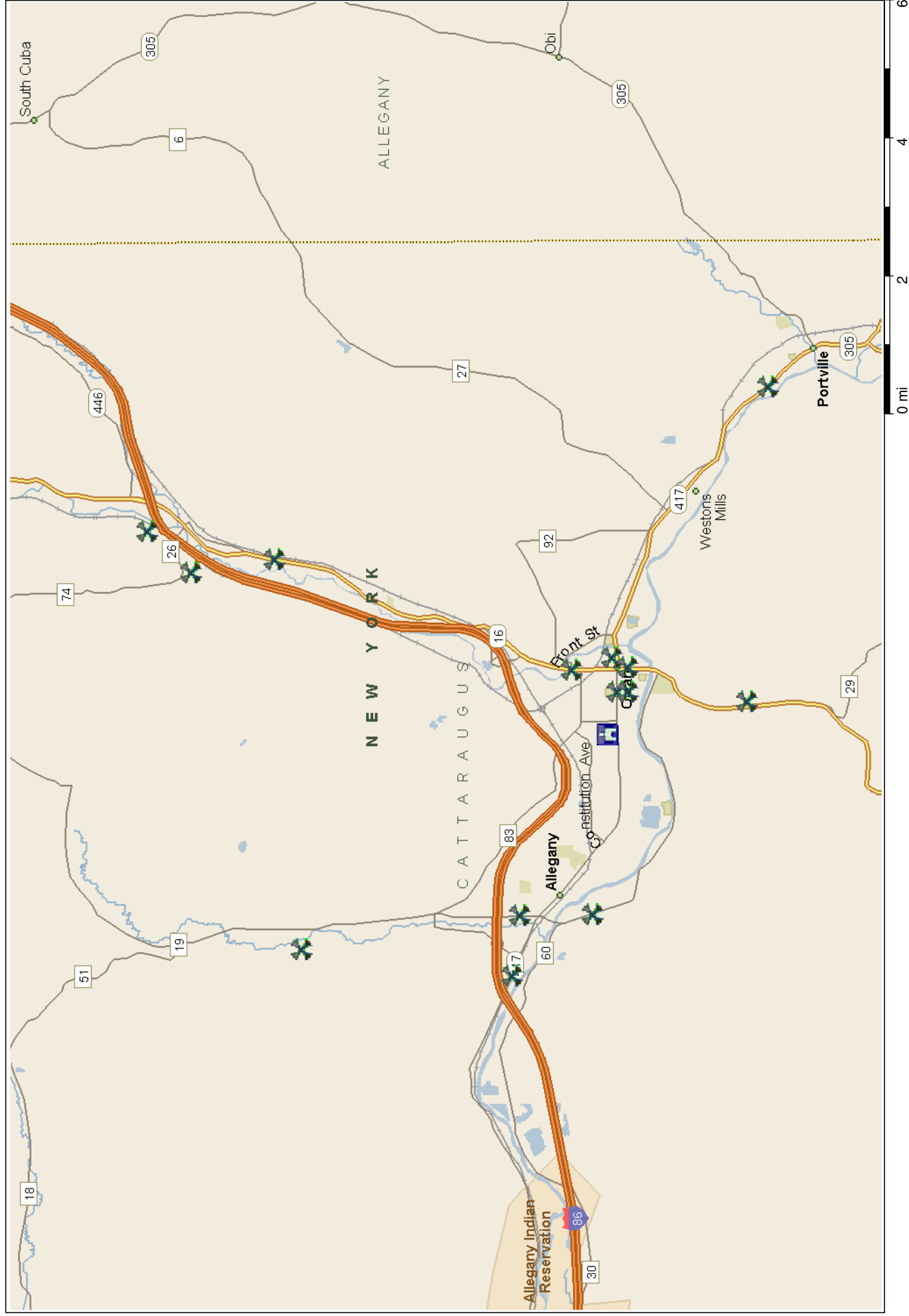


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# Olean-SaSr

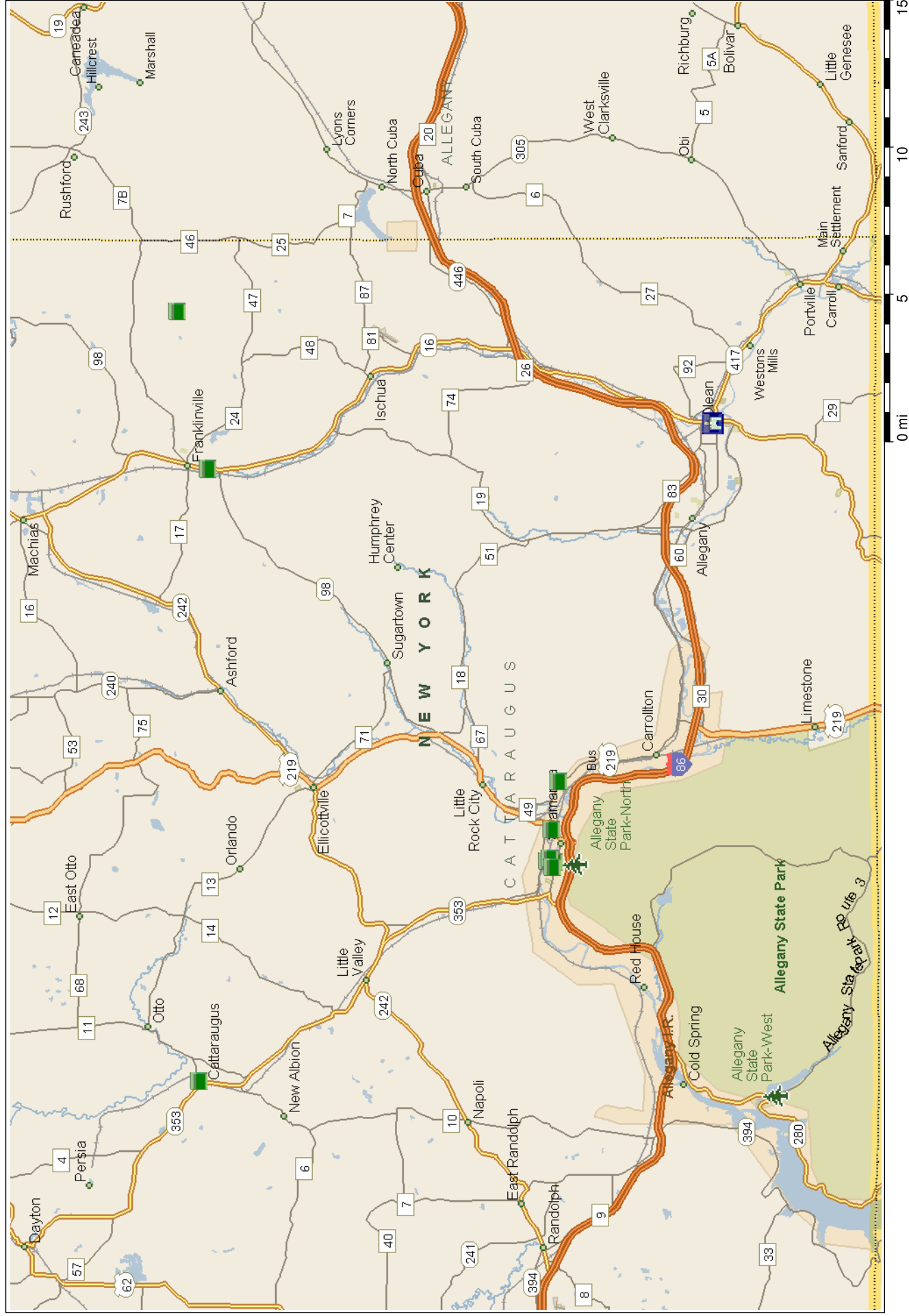


# Olean-WashWestPre





# Foundations



## Bid Sheet 4

### Destination Zone 4: Randolph

Pick-up and Drop-off of clients anywhere in Cattaraugus County to following Destination(s)

Est.  
Psgers.                      County Agency

**Randolph: 18 Main Street, Randolph, NY 14772**

**Sessions:**

5 days/Week

	<i>School Year</i>	8:00 AM	1:30 PM	16	Youth
	<i>Summer</i>	8:00 AM	1:30 PM	16	Youth

Bid Response:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Category</b>	<b># Used for Bid Award Evaluation</b>	<b>\$ Vehicle/Full Day—MINI BUS</b>	<b>\$ Vehicle/Full Day—VAN</b>	<b>\$ Round Trip/Day— MINI BUS</b>	<b>\$ Round Trip/Day— VAN</b>
Vehicle/Full Day	1			N/A	N/A
Round Trip/Day	2	N/A	N/A		
Driver Asst. /Full Day	1				
Driver Asst./ Round Trip	2				

Note: Bids MUST be entered for each of the above categories

Bid Consideration: In the event a wheelchair vehicle is required, the applicable vehicle bid price will be increased by 10%

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

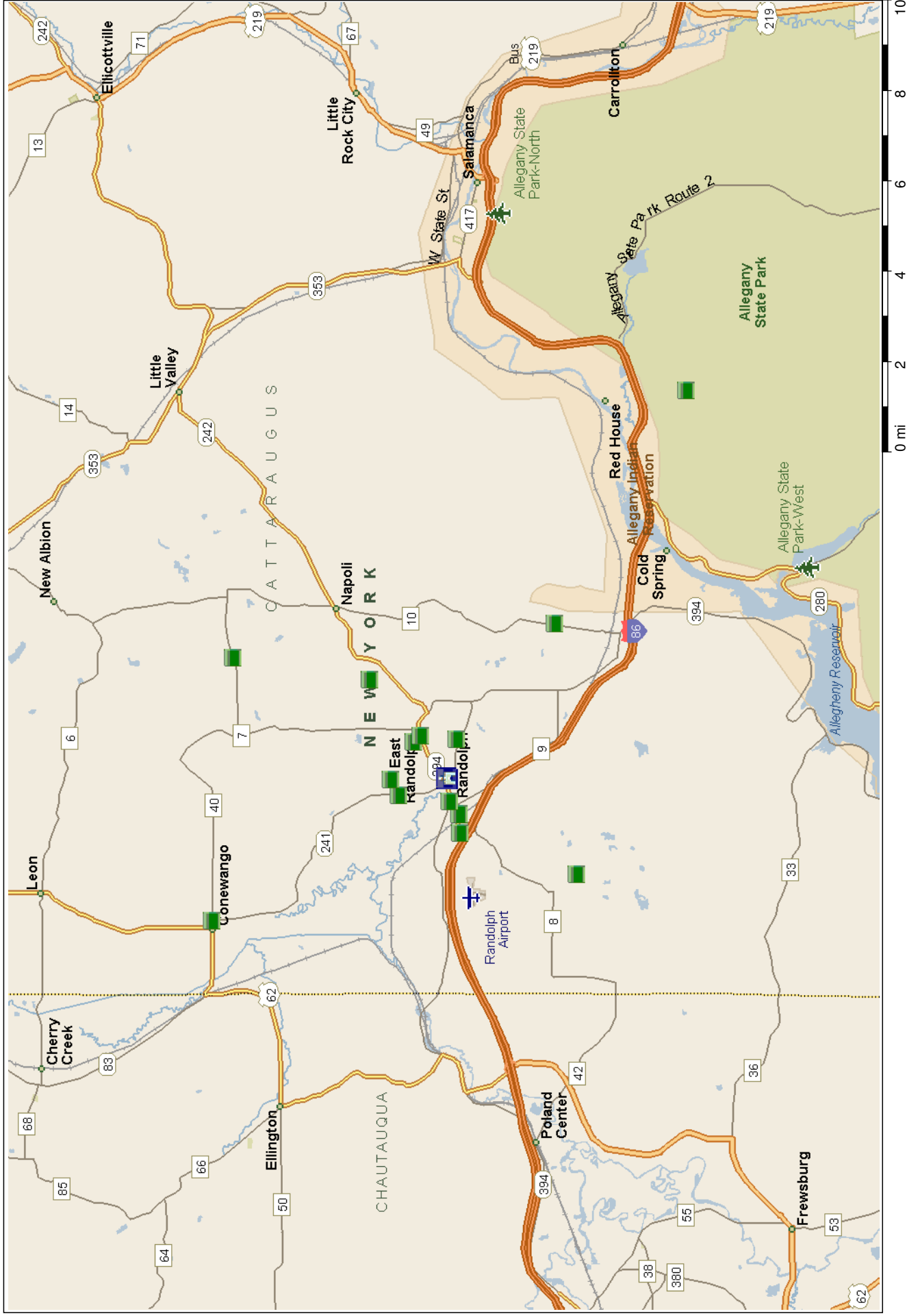
Signature: \_\_\_\_\_

Name: (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_



# Randolph



## Bid Sheet 5

### Destination Zone 5: Springville League

Pick-up and Drop-off of clients anywhere in Cattaraugus County to following Destination(s)

Est. Psgrs.

County Agency

**Springville League: 393 North Street, Springville, NY 14141**

**Sessions:**

5 days/Week

<i>School Year and Summer</i>	9:00 AM	2:00 PM	27	Youth
	9:00 AM	11:30 PM	2	Youth
	1:00 PM	2:00 PM	1	Youth

Bid Response:

	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>Category</b>	<b># Used for Bid Award Evaluation</b>	<b>\$ Vehicle/Full Day—MINI BUS</b>	<b>\$ Vehicle/Full Day—VAN</b>	<b>\$ Round Trip/Day— MINI BUS</b>	<b>\$ Round Trip/Day— VAN</b>
Vehicle/Full Day	1			N/A	N/A
Round Trip/Day	3	N/A	N/A		
Driver Asst. /Full Day	1				
Driver Asst./ Round Trip	3				

Note: Bids MUST be entered for each of the above categories

Bid Consideration: In the event a wheelchair vehicle is required, the applicable vehicle bid price will be increased by 10%

Company: \_\_\_\_\_

Address: \_\_\_\_\_

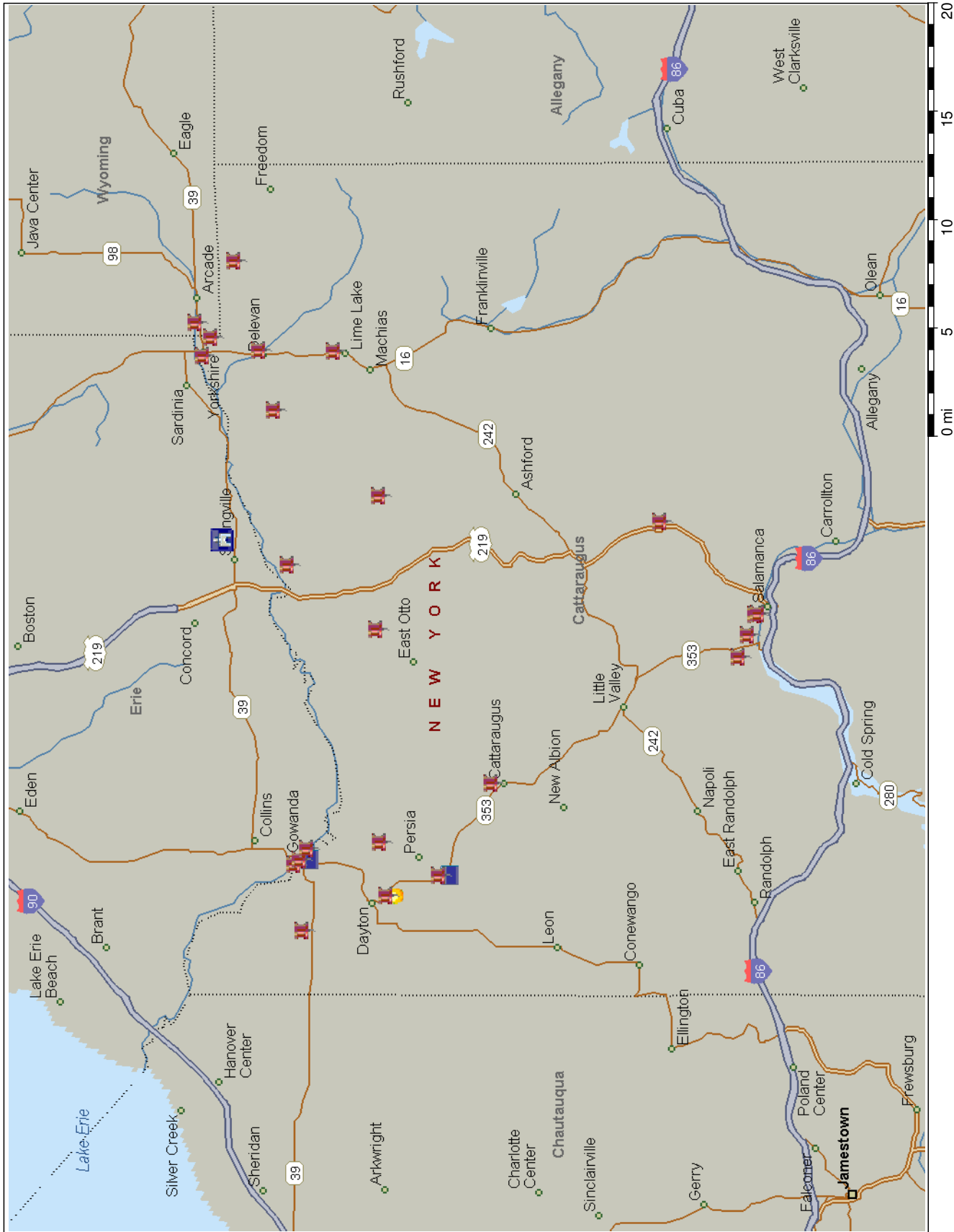
Phone: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: (Please Print): \_\_\_\_\_

Title: \_\_\_\_\_

# Springville-League



- Pushpins**
- 9AM-2PM
- 1PM-2PM
- 9AM-1130AM
- Programs