

**CORTLAND COUNTY**  
**TRANSPORTATION BID SPECIFICATIONS**  
**CHILDREN WITH SPECIAL NEEDS – BIRTH THROUGH FIVE YEARS**

<b>Posting</b>	<b>February 25, 2013</b>
<b>Bids Due</b>	<b>March 21, 2013</b>
<b>Contract Award by:</b>	<b>May 23, 2013</b>
<b>Service Starts</b>	<b>July 1, 2013</b>

**CORTLAND COUNTY HEALTH DEPARTMENT**  
**CHILDREN WITH SPECIAL NEEDS DIVISION**  
**60 CENTRAL AVENUE**  
**CORTLAND, NEW YORK 13045-2746**

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## STATEMENT OF PURPOSE

The purpose of this bidding package is to award contracts for the transportation of Children with Special Needs birth to five years of age for the County of Cortland in accordance with the provisions of Section 103 of General Municipal Law.

It is understood that the transportation of these children is a specialized function, and it will be the intent of any contract that the children be transported to and from the agencies regularly, promptly, safely, and without interruption or incident and that the interest of the children in such transportation shall take precedence over the interest of the Contractor and its drivers. It shall be a primary obligation of the Contractor to operate its affairs so that the agencies and County will be assured of continuous, reliable, and cost effective service.

Contractors must comply with the specifications for child transportation as set forth herein. The Contract will be awarded on the basis of low bid for transportation meeting these specifications and the terms and conditions of this bid package shall be included in and be part of the contract between the County and the Contractor. (See Attachments)

The contract is for the all-inclusive one-way transportation of infants and children (birth through five years) from the child's residence in Cortland County to/from the site of their program, listed on the Bidding Procedure Sheet (projected program hours of operation are also listed). All cost-effective approaches will be considered. Please note that any contracts resulting from successful bid will include the provisions of the Standard County Contract.

The contract will be for the summer sessions 2013 and 2014 (approximately 30 days each summer) and the school years 2013-2014-3 and 2014-2015 (approximately 180 days each year) based on attendance of the child in the program designated in the approved plan of the School District Board of Education or the Early Intervention Official of the Cortland County Health Department.

**All bids are to be received by the Clerk of the Legislature, 3rd floor of the County Office Building, 60 Central Avenue, Cortland, New York no later than 2:30 p.m. on March 21, 2013. Notification of award of contract will be made within 90 days of bid opening.**

Questions should be addressed to the Public Health Director by phone at 607-756-3401.

## DEFINITION OF TERMS

"**COUNTY**" shall refer to the County of Cortland and/or its designees.

"**TRANSPORTATION OF CHILDREN/HANDICAPPED CHILDREN**" shall refer to movement by motor vehicle, under conditions set forth in this bid, from the child's place of residence to and from the child's program site.

"**ALL INCLUSIVE ONE-WAY TRIP**" shall refer to any one trip made to or from a child's residence and/or to or from this child's program site and shall be understood to mean curb-to-curb service.

"**DEVELOPMENTALLY DELAYED/HANDICAPPED CHILDREN**" shall refer to those children for whom a Board of Education or Cortland County Health Department Early Intervention Official has issued approval designating they are eligible for transportation service.

"**BOARD OF EDUCATION/CORTLAND COUNTY HEALTH DEPARTMENT, EARLY INTERVENTION OFFICIAL**" shall refer to the Board of Education of the child's home school district for a Cortland County resident age 3 years to 5 years or Cortland County Health Department of Cortland County residents age birth to 3 years to receive transportation service.

"**CONTRACTOR/TRANSPORTER/COMPANY**" shall refer to the qualified bidder to whom a contract shall have been awarded pursuant to this invitation to this bid.

"**AGENCY/FACILITY/CENTER/SITE**" shall refer to a specific building or campus where educational and/or therapy service for the handicapped is conducted.

"**AIDE/TRANSPORTATION ASSISTANT**" shall refer to any person approved by a Board of Education/Early Intervention Official of the Cortland County Health Department utilized by the Contractor to ride in the vehicle ensuring the health and safety of any designated child.

## GENERAL

1. The successful bidder shall perform transportation services through June 30, 2015 as determined by the calendar for the 2013 and 2014 summer sessions and the 2013-2014 and 2014-2015 school sessions. The contract will be for a two (2) year period with the option to renew for up to an additional one (1) year.
2. It shall be the responsibility of each bidder to call to the attention of the County, in writing, any apparent discrepancy in the specifications or any question of interpretation thereof. The bidder's failure to do so constitutes an acceptance as written.
3. Bidders shall use only the forms supplied in this bid proposal.
4. Transportation service under this contract will be authorized by the Board of Education in the school district in which the child resides or authorized by the Early Intervention Official on the Individual Family Service Plan under the Early Intervention Program. The County shall only be liable for transportation services rendered during the period for which services are directed by Board of Education/Department of Health, Early Intervention Official approval.
5. The Contractor must be capable of providing immediate service starting within five school days of verbal authorization from the County.
6. The Contractor warrants that it has all the necessary licenses, approvals, and certifications currently required by the laws of any applicable municipality or local, state, or federal government. The Contractor further agrees to keep such required licenses, approvals, and certificates in full force and effect during the term of this Agreement, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames. The Contractor shall have the exclusive responsibility for the means, manner, and methods of performing its obligations under the contract, provided that all such transportation meets or exceeds all applicable safety standards.
7. Each Contractor shall certify that it will not discriminate or permit discrimination against any individual or group on any grounds protected by law.
8. The Contractor shall provide a designated supervisor who will be directly responsible for the operation of the vehicle fleet, the drivers, routing, and parent contacts, as authorized by the County. The supervisor (or a representative) will be accessible at all times during the hours that children are being transported. Designated phone lines will not be answered by voice mail or answering machine without forwarding direction to reach a live responder.
9. The Contractor will develop and provide for parents and the County a "Parent Handbook" which contains pertinent policy, procedure and contact information.
10. The Contractor will receive written information from the parent/guardian regarding persons other than the parent/guardian who will be allowed to receive child, and the name, address, and phone number of the person, other than the parent/guardian, to be notified in any emergency. Contractor will keep all information on file for each child and make this information available to the County upon request.

11. The Contractor will notify parents of approximate times of pickup and drop off. Contractor will notify parents of any changes in these times through the life of this contract and will notify parents when a bus schedule is canceled or interrupted for any reason.
12. It is understood that at the outset of the contract there will be occasions when it will be necessary to make adjustments in the vehicle routes. The Contractor will be responsible to schedule routes. However, the County reserves the right to request revisions to any and all routes to suit its program at any time before and during the school period. Any revision that shall create an increase or decrease of mileage shall be deemed an ordinary part of this bid.
13. In the event that requirements for transportation increase or decrease at any time during the life of the contract, the Contractor, upon approval of the County, shall add or delete the necessary number of vehicles.
14. To facilitate payment to the Contractor and to permit prompt reimbursement from the State to the County of a percentage of costs, vouchers indicating number of one-way trips per child and a transportation log for each route indicating each child's transportation record for the month shall be submitted for payment by the 15th of the month following any month in which services are provided. Vouchers will be paid after receipt by the County of all necessary material and information for the State. The County shall audit all vouchers prior to payment.
15. Under Chapter 751 of the Laws of 1965 Amended Section 103-D of the General Municipal Law, every bid to a political subdivision of the State must contain a Non-Collusive Bidding Certification. The certification form is included under the specifications with a form of the proposal attached. No bid will be considered unless accompanied by the signed Non-Collusive Bidding Certificate. Each bidder must also complete and submit with its bid the attached Non-Segregated Facilities Certification and the Financial Affidavit. The successful bidder will also sign any other forms and/or certifications required in contracts with governmental entities as required by federal, state, and local law, rules and regulations
16. Prices charged to the County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, the bidder shall indicate that it has said contract on these bid papers and supply a copy of the contract within five days if requested by the County.
17. At certain times and in certain cases, some children may need the assistance of an additional person in the vehicle that transports that child to and from the facility. The Board of Education/Early Intervention Official of the Cortland County Health Department shall determine which children need this assistance and shall notify the Contractor verbally at least 24 hours in advance, followed by written communication, of this assistance. The Contractor shall be responsible for providing such aide(s). The County may authorize the Contractor to include in its billing the sum of current minimum wage (plus fringe benefits as appropriate) for each hour the approved aide/assistant is utilized on a run of a vehicle.
18. The County may investigate, review, and/or audit necessary records, books, and data, including drivers' logs, to establish performance criteria necessary to determine that said Contractors are providing service as herein specified.
19. The County reserves the right to accept or reject partially or wholly, all bids.

20. The County reserves the right to cancel the contract in whole, or in part, at any time upon at least sixty (60) days advance written notice to the Contractor.

### **VEHICLES/COMPLIANCE WITH LAW**

1. The Contractor shall list all equipment to be used in the operation of the contract at the time of bidding and furnish the information requested on Form A. Any change of vehicles used in performance of this contract is subject to prior written approval of the County.
2. Contractor must have in place provision for back-up alternative vehicles in case of vehicle breakdown.
3. All equipment used pursuant to the contract shall meet all specifications of the Commissioner of Education and Department of Transportation. However, such specifications shall be deemed the minimum requirements used by the County in determining the acceptability of such equipment.
4. Vehicles used must have a current Department of Transportation permit. All vehicles must comply with all Federal, State, and Local regulations governing use of motor vehicles.
5. Each bidder shall give the exact location of its nearest, presently established, maintenance center as listed by the Department of Transportation, and this facility must be located at a place acceptable to the County at the time of the bid and during the life of the contract. Such a center shall be adequate to maintain the number of vehicles called for in this contract and County shall be the sole judge of the adequacy of the maintenance center. Indicate location of maintenance center on Bidding Procedure Sheet 2.
6. Speed of vehicles and use of special equipment will be governed by weather and road conditions. Under no circumstances are vehicles to exceed posted speed limits.
7. Vehicles are to be equipped with communication devices (cell phones, two-way radio, etc.) which function at all times and in all areas. Contractor must have sufficient back-up communication equipment available to ensure each vehicle transporting children has access on each and every run.
8. Vehicles must be specially equipped with size appropriate seat belts, harnesses, car seats, and/or form of support-restraint necessary to ensure safety.
9. All busses will be smoke free.
10. New York State Department of Education and New York State Department of Health regulations pertaining to transportation of developmentally delayed and physically handicapped children shall be complied with, including provisions regarding vehicles and drivers. Failure to comply with law or regulations applying to contract for transportation of the handicapped shall be grounds to cancel the contract.
11. The contractor must be in compliance with "Medicaid In Education" regulations as required for Medicaid reimbursement.

## DRIVERS

It is recognized that for the protection of the children, drivers, and all other persons coming in contact with children, must be of stable personality and of highest moral character. The County places upon the Contractor and the Contractor agrees to accept full responsibility of assuring such qualities of personnel. The Contractor agrees that it will not allow any person to drive a vehicle nor any person to assist or aid the children whose moral character is not of the highest level, or whose conduct might in any way expose any child to any impropriety of work or conduct whatsoever, nor shall the Contractor allow any person to drive a vehicle, nor any person to assist or aid the children, who is not in a condition of physical and emotional stability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, and the Contractor agrees that it shall not enter into agreement or arrangement with any employee, person, groups, or organizations which may in any way interfere with the Contractor's ability to comply with this requirement.

1. The Contractor shall develop and enforce written policy and protocol to ensure quality service. The Contractor's written policies will be shared with the County prior to initiation of contract.
2. The Contractor shall ensure the clearance of all drivers through the New York State Central Registry of Child Abuse and Maltreatment prior to assignment under this contract.
3. Costs of physical examinations, driver instruction on safety practices/procedures, and specific needs of handicapped children are the responsibility of the Contractor.
4. Drivers shall meet, but not be limited to, all requirements of the regulations of the Commissioner of Education and all requirements of Article 19-A of the Vehicle and Traffic Law.
5. Drivers will cooperate with parents and designated school or facility personnel.
6. Vehicle drivers must remain on the vehicle at all times when children are aboard.
7. Contractor shall ensure adequate substitute drivers to avoid late pick-up/delivery of children
8. The County shall receive, upon request, a complete driving record of every driver assigned to the contract, and the Contractor shall investigate and certify to the County the competence of all drivers.

## SUPERVISION AND MISCONDUCT

1. Under no circumstances shall a driver refuse to pick up a child at his place of residence nor shall he remove him from the vehicle before he reaches his intended destination unless so authorized by County authorities.
2. No smoking, eating, or consumption of liquids shall be allowed on the vehicles. Nor shall any person, including drivers, whose condition is impaired by the influence of alcohol or drugs be allowed on the vehicles while transporting children, pursuant to this contract.
3. No passengers, other than school children, are to be allowed on the vehicles while service is being rendered except employees as designated by the Contractor or those individuals authorized by the County.

4. The Contractor agrees that upon request of the County, it will remove from service, any person or driver who in the opinion of the County will detract from the safe and efficient operation of transportation under this agreement.
5. If the Contractor becomes aware that any employee has been or is reputed to have been involved in any crime or act which might raise any doubts as to his/her fitness for work with children, the Contractor will investigate such act or allegations. Of particular importance would be crimes against children or vehicular accidents. Unless the Contractor is satisfied that no serious involvement exists, the matter shall promptly be brought to the attention of the County.

#### **SCHEDULE/ROUTES/RELATED MATTERS**

1. Contractors shall transport children in the shortest possible time. No child shall be on the vehicle for more than sixty minutes on any one-way trip without written parental approval. The time limit may be extended only through verbal agreement followed by written confirmation by the County.
2. Arrival and departure will be within 15 minutes of either starting or dismissal time of the facility attended. Any change requires verbal agreement with written confirmation by the County.
3. Pickup/drop off at home/daycare before and after school will be within 15 minutes of stated pickup/drop off time. If schedule is changed in any way, parents will be notified by Contractor.
4. No child will be picked up earlier than 7:00 a.m. Any change requires verbal agreement by the parent/guardian and County.
5. No child will be transferred between vehicles. Any change requires verbal agreement by the parent/guardian and County.
6. The Contractor shall provide transportation according to the schedule of the program the child attends. The Contractor shall be responsible for determining if the child's program is closed, due to inclement weather. No reimbursement will be made if the child's program is not operating. In the event that the program remains open, but the child's home school district closes due to inclement weather, the child will not be transported on that day. The decision to cancel transportation services due to inclement weather is ultimately that of the Contractor. The Contractor will be responsible for notifying in a timely manner all those affected by the cancellation, including parents, programs, and the County. The procedure for notifying parents will be covered in the parent handbook.

#### **PROCEDURES TO FOLLOW IF PARENTS/GUARDIANS ARE NOT AT HOME IN THE AFTERNOON**

1. The driver will contact the transportation company office if a parent/guardian is not home to receive the child. The company will call the home and if there is no answer, will then call alternate caregivers previously supplied by the parents. (We recommend three alternatives within walking distance of the student's home who are willing to take the child in. The Contractor is responsible to secure this information from the parent/guardian prior to initiation of service.) During the time the company is seeking to contact an alternative, the driver may continue on the route at the company's direction and, if phone contact with the parent or alternative is made, the driver shall either (A) return to the child's home, or (B) take the child to the alternate caregiver's home.

2. While the driver is completing the run, the transportation company will make every attempt to reach the parent/guardian or an alternate once again. If still unsuccessful, the company will call the hotline for the New York State Central Registry For Child Abuse and Maltreatment at **1-800-342-3720**, and deliver the child into the care of the Sheriff's Department, whose staff will oversee the enactment of Child Protective Services.

\*\*\* If any of these two steps is enacted, a full verbal report of the incident and its outcome must be made to the County with twenty-four (24) hours of said incident. A complete written report will be requested.\*\*\*

#### **CONTRACT NON-ASSIGNABLE**

The Contract for transportation or any right, title, or interest therein may not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Contractor without written approval of the County.

#### **INSURANCE**

Refer to Appendix A, Insurance Coverage.

#### **INDEMNIFICATION/HOLD HARMLESS**

The Contractor shall indemnify, defend, and hold the County, its Departments, and its officers, employees, Contractors, representatives, and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the Contractor or any of its directors, officers, employees, Contractors, representatives, or agents.

#### **Privacy and Security (HIPAA) Clause**

The purpose of this clause is to set forth the requirements for privacy and security of protected health information ("PHI") mandated by 45 CFR Part 164 as they apply to the services provided by the Contractor on behalf of the Contractor.

- A. The Contractor understands the importance of the privacy of a patient's PHI, and agrees to protect that right to the extent necessary under this Agreement and under current federal and state law. For purposes of this Agreement, PHI is any data or other information as defined by the Department of Health and Human Services in the Code of Federal Regulations, 45 CFR Part 164.501.
- B. Further, the Contractor understands that the County's patients are intended third-party beneficiaries of this Agreement, and have all the rights and privileges of any third-party beneficiary under current law.
- C. The uses and disclosures of PHI that are permitted are those necessary in order for the Contractor to:
  1. Properly manage and administer the functions of the Contractor.
  2. Meet its own legal responsibilities.
  3. Provide data aggregation services relating to the health care operations of the County.

4. Make those disclosures required by law such as in situations of abuse, neglect, or domestic violence. The uses and disclosures permitted are limited to the PHI necessary to meet the requirements of the law that compels the use or disclosure.
  5. Make disclosures in response to a judicial or administrative proceeding through a lawful process such as a subpoena or discovery request.
- D. The uses and disclosures of PHI that are required are those disclosures necessary:
1. For patients to review their PHI.
  2. To provide an accounting of disclosures in accordance with 45 CFR §164.528.
  3. To allow the Secretary of Health and Human Services to determine the County's compliance with 45 CFR §164.504.
- E. The Contractor shall make the following assurances to the County:
1. The Contractor agrees that it shall not use or disclose any patient's PHI for any purpose not expressly stated in this Agreement. Further, the Contractor shall not use or disclose PHI in any manner or context prohibited by the Health Insurance Portability and Accountability Act of 1996 (and subsequent federal regulations) ("HIPAA") if preformed by the County. If the Contract does use or disclose PHI for a purpose not expressly stated in this Agreement, it shall immediately cease the unauthorized use or disclosure, and shall notify the County in writing of such use or disclosure.
  2. The Contractor further agrees that any Subcontractor or other persons or entities not directly employed by the Contractor, and who use or disclose PHI obtained from the County shall abide by terms of this clause of this Agreement. Any Subcontractor or other person or entity not directly employed by the Contractor that have used or disclosed PHI without proper authorization (as defined in HIPAA and subsequent federal regulation) shall be considered to have acted as an agent of the Contractor, and have violated the terms of this Agreement. The County may consider this use or disclosure a material breach of this Agreement, and may seek termination of this Agreement without recourse by the Contractor.
  3. By signing this Agreement, the Contractor is assuring the municipality that it has met the minimum safeguards necessary to protect unauthorized use or disclosure of PHI to any person or entity not party to this Agreement. Such safeguards shall include the security safeguards outlined by the 1996 Health Insurance Portability and Accountability Act and subsequent federal regulation, including: physical access to PHI, technical access to PHI, administrative policies and procedures addressing security of PHI.
  4. The Contractor shall report to the County any instance or circumstance in which PHI has been used or disclosed by an unauthorized person or entity, including accidental disclosure by the Contractor. The Contractor shall notify the County in writing of any steps or procedural changes made to address the unauthorized use or disclosure.
  5. Should the County find PHI used or disclosed to the Contractor to be inaccurate or incomplete, the Contractor shall incorporate any amendments or corrections to the PHI at the County's request.
  6. The Contractor will make PHI available to the individual who is the subject of the PHI for amendment. Such requests by the individual for their PHI from the Contractor will be

made through the County. The Contractor will incorporate any amendments to PHI that have been made by the County by virtue of the individual's request for amendment.

7. The Contractor will provide an accounting of the disclosures of an individual's PHI to the individual if requested by the individual.
  8. Further, should the Contractor make any material alterations to the PHI while the PHI is in the possession of the Contractor, the Contractor shall notify the County of such alterations, so that the County may inform the patient (who is the subject of the PHI) an opportunity to access and amend the PHI.
  9. At the termination of this Agreement, the Contractor shall return or destroy to the satisfaction of the County any PHI held or maintained by the Contractor and retain no copies of such information.
- F. If the County determines the Contractor has violated any of the above assurances, covenants or terms, the Contractor has committed a material breach of this Agreement. The County may then terminate this Agreement and may report the violations to the Department of Health and Human Services ("HHS") or other federal or state entity for possible prosecution or sanctions.
- G. Both parties to this agreement agree that they will protect the integrity and confidentiality of any PHI being shared electronically.
- H. The Department of Health and Human Services (or an agent acting on behalf of HHS) is hereby given the express right and privilege to inspect any and all internal practices, books, and records relating to the use or disclosure of PHI by the Contractor. If HHS suspects an unauthorized use or disclosure of PHI by the Contractor, HHS is authorized to pursue an investigation into the Contractor's activities for the purposes of determining whether an unauthorized use or disclosure of PHI has taken place.
- I. The Contractor may have policies and procedures in place prior to the commencement of this Agreement. If, after reasonable investigation, the County concludes the Contractor's policies and procedures to be "adequate" protection of a patient's privacy rights relating to PHI, the Contractor may elect to continue to use its own policies and procedures. The term "adequate" in this clause means the Contractor's policies and procedures meet the minimum privacy and security standards as set forth in the County's privacy policies.

#### **ACCOUNTABILITY**

The undersigned shall be fully accountable for his, her, or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, she, or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done, or omitted in connection therewith if called before any judicial, county, or state officer or agency empowered to investigate the contract or the performance.

## BIDDING PROCEDURE SHEET

Bids shall be submitted on an **ALL-INCLUSIVE, PER CHILD, PER DAY ONE-WAY TRIP.**

Place the all-inclusive, per child, per day, one-way trip price on the accompanying Bidding Procedure Sheet.

**Sealed bids are to be received by the Clerk of the Legislature, 3rd Floor of the County Office Building, 60 Central Avenue, Cortland, New York, 13045-2746 no later than 2:30 pm. on March 21, 2013. Notification of award of contract will be made within 90 days of bid opening.**

Questions should be addressed to the Public Health Director by phone at: 607-756-3401.

**Properly executed sections which must be contained in the completed bid package include the following:**

- Form A (Vehicles to be used)
- Itemized Budget Sheet
- Bidding Procedure Sheet
- Proof of insurance coverage equal to or greater than shown on Appendix A or
- A letter from an insurance carrier indicating that the bidder is qualified for insurance
- Appendix B (Non-Collusive Bidding Certification)
- Appendix C (Non-Segregated Facilities Certification)
- Appendix D (Financial Affidavit)
- Appendix E (Previous Experience)
- Itemized Budget Sheet
  - Administrative costs: Salaries & Benefits
  - Transportation costs
  - Other/ Misc. expenses

**BIDDING PROCEDURE SHEET**

**NOTE:** The charges indicated herein constitute an all-inclusive, per-child, one-way trip. Contracts will be awarded to the low responsible bidder, with due consideration given to past experience and suitability of vehicles used for transportation of young, disabled passengers.

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

<b>Site one:</b> Franziska Racker Centers 882 Rte 13, Cortland NY 13045 Program hours: 8:30 a.m.-11:30 a.m. 8:30 a.m.- 1:30 p.m.	w/o MONITOR	w/MONITOR	w/WHEEL CHAIR*
	\$____.____	\$____.____	\$____.____

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

<b>Site two:</b> Family Enrichment Network 14 Clayton Avenue, Cortland NY 13045 Program hours: 8:45 a.m.-11:45 a.m. 12:00 noon-3:00 p.m.	w/o MONITOR	w/MONITOR	w/WHEEL CHAIR*
	\$____.____	\$____.____	\$____.____

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

<b>Site three:</b> Children’s Unit for Treatment & Evaluation Binghamton University Binghamton NY 13902 Program hours: 9:00 a.m.-2:00 p.m..	w/o MONITOR	w/MONITOR	w/WHEEL CHAIR*
	\$____.____	\$____.____	\$____.____

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

<b>Site four:</b> OCM BOCES Children’s Village of Park Hill Elementary School 303 Roby Avenue Syracuse NY 13057 Program hours: 9:00 a.m.-12:00 noon	w/o MONITOR	w/MONITOR	w/WHEEL CHAIR*
	\$____.____	\$____.____	\$____.____

\*Includes monitor

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

**Site five:** Franziska Racker Centers  
214 Elmira Road  
Ithaca NY 13850  
Program hours: 8:30 a.m.-1:30 p.m.

w/o MONITOR                      w/MONITOR                      w/WHEEL CHAIR\*  
\$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

**Site six:** Jowonio School  
3049 East Genesee Street  
Syracuse NY  
Program hours: 8:45 a.m.-2:30 p.m.

w/o MONITOR                      w/MONITOR                      w/WHEEL CHAIR\*  
\$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_

ALL-INCLUSIVE, PER CHILD, ONE-WAY TRIP:

**Site seven:** Other Cortland Locations  
(Headstart, Daycare as needed)

w/o MONITOR                      w/MONITOR                      w/WHEEL CHAIR\*  
\$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_                      \$\_\_\_\_.\_\_\_\_

\*Includes monitor

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

**TITLE** \_\_\_\_\_

**INDICATE LOCATION OF MAINTENANCE CENTER /GARAGE/MOTOR POOL BELOW:**

\_\_\_\_\_

**FORM A**  
**VEHICLES TO BE USED**

Type & Description	Seat Cap	Year	Make	Operator Vehicle Number	Name & Address Of Registered Owner (If other than bidder)	NYS Lic No.

TYPED NAME OF BIDDER \_\_\_\_\_

ADDRESS \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

PHONE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

**APPENDIX A  
INSURANCE COVERAGE**

The contractor shall not commence work under this Contract until it has obtained all insurance required under this paragraph and the County has approved such insurance. The County requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Comprehensive Automobile Liability: Owned, Non-Owned and Hired  
BODILY INJURY:
  - Each Person \$1,000,000.00
  - Each Occurrence \$1,000,000.00PROPERTY DAMAGE:
  - Each Occurrence \$1,000,000.00
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.
- (E) Unemployment Insurance Benefits as required by statute.

The Contractor shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the County and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to the County at least ten (10) days in advance. Contractor shall, on or before this 10 day period, provide the County with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the Contractor under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the County and/or the Contractor for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The Contractor shall furnish the above insurance to the County and shall also name the County of Cortland as an additional insured in said policies.

Any accident shall be reported to the County as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the County as soon thereafter as possible and not later than three (3) days after the date of such accident.

**APPENDIX B**

**NON-COLLUSIVE BIDDING CERTIFICATION**

Pursuant to S103-D of the General Municipal Law

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 its knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) 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
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

STATE OF NEW YORK)  
COUNTY OF \_\_\_\_\_ ) SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me personally appeared \_\_\_\_\_, to me known, who being by me duly sworn, did depose and say that (s)he resides at \_\_\_\_\_ New York; that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the within instrument that s(he) knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the County Legislature of said corporation; and the s(he) signed his/her name by like order.

\_\_\_\_\_  
Notary Public

**APPENDIX C**

**NON-SEGREGATED FACILITIES CERTIFICATION**

The carrier certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The carrier certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The carrier agrees that a breach of this certification will be a violation of the equal Opportunity Clause in any contract resulting from acceptance of this RFP. As used in this certification, the term "Segregated Facilities" means any waiting rooms, work areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The carrier agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that he will retain such certifications in his files.

NAME OF COMPANY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**APPENDIX D**  
**FINANCIAL AFFIDAVIT**

STATE OF NEW YORK )

COUNTY OF            ) SS:

\_\_\_\_\_, being duly sworn, deposes and says that I have made a complete and thorough examination of the financial records of said firm; and that I have determined that said firm is currently not in arrears in taxes or upon debt or contract to or with the County of \_\_\_\_\_, that said firm is not disqualified to bid upon municipal or state contracts under any act of the New York State Legislature.

\_\_\_\_\_

SWORN TO BEFORE ME THIS

\_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
NOTARY PUBLIC

**APPENDIX E**

**PREVIOUS EXPERIENCE**

Do you have experience transporting preschool age children? Yes \_\_\_\_\_ No \_\_\_\_\_

For whom/when:

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Agency \_\_\_\_\_ Dates of Service \_\_\_\_\_

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Agency \_\_\_\_\_ Dates of Service \_\_\_\_\_

Do you have experience transporting preschool age children with disabilities? Yes \_\_\_\_\_ No \_\_\_\_\_

For whom/when:

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Agency \_\_\_\_\_ Dates of Service \_\_\_\_\_

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Agency \_\_\_\_\_ Dates of Service \_\_\_\_\_

Name of Company: \_\_\_\_\_

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

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