

JEFFERSON COUNTY PURCHASING DEPARTMENT
HISTORIC COURT HOUSE, 195 ARSENAL STREET
WATERTOWN, NEW YORK 13601-2565
PH: (315) 785-3077
FAX: (315) 785-7591
Email: Purchasing@co.jefferson.ny.us

Date of Notice: December 30, 2021

Notice to Proposers

Sealed Proposals will be received by the Office of the County Purchasing Department, Jefferson County, 195 Arsenal Street, Watertown, New York 13601 until **2:30 PM EST ON THURSDAY, JANUARY 20, 2022** for the following:

21-47 TRANSPORTATION SERVICES FOR JEFFERSON COUNTY PRESCHOOL CHILDREN WITH DISABILITIES AND EARLY INTERVENTION INFANTS AND TODDLERS WITH DELAYS

Proposals may not be submitted via fax or email, and Proposals received after this deadline will not be eligible for consideration.

Copies of this Proposal may be examined and/or obtained at the County Purchasing Department.

Completed proposals will be reviewed and evaluated by the County in anticipation of the awarding of a contract.

Jefferson County reserves the right to reject and or waive any and all proposals and to waive any irregularities in procedure.

Any questions regarding this Request for Proposal should be submitted in writing (mail, fax or email) to the Jefferson County Purchasing Department.

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A. PROCURING AGENCY

The procuring agency is the County of Jefferson.

B. PROJECT BACKGROUND AND PURPOSE OF THE RFP

Jefferson County desires to secure the services of a Licensed Contractor to provide Transportation Services for Jefferson County Preschool Children with Disabilities and Early Intervention Infants and Toddlers with Delays.

C. SOLICITATION PROCESS AND CONTRACT AWARD

Verbal explanations or instructions provided by a County employee to a proposer in regards to this solicitation will not be binding on the County. Formal requests for clarification of the terms of this document are to be directed in writing to Jefferson County Purchasing Department, 195 Arsenal Street, Watertown, NY 13601. Information provided to a proposer in response to a formal request will be furnished to all proposers as an amendment to this solicitation, if such information is deemed necessary for the preparation of proposals, or if the lack of such information would be detrimental to submission of uniform proposals. Only such amendments, when issued by the County Purchasing Department, will be considered as being binding on the County.

While it is the County's expressed intention to provide for a fair and competitive solicitation for this contract, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest.

This solicitation does not commit the County of Jefferson to award a contract or to pay any costs incurred by the proposer in the preparation of a proposal. Any proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at meetings to discuss the specific nature of their proposal.

The County of Jefferson reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel in part or in its entirety this RFP if it is deemed in the best interests of the County to do so. The County of Jefferson may require that the proposer tentatively selected participate in negotiations, and/or submit further documentation and/or revisions in support of their written proposal.

The County of Jefferson may award a contract based upon the proposals received, without discussion of such proposals with proposers. Each proposal should, therefore, be submitted in the most favorable terms the proposer can make to the County.

The awarding of a contract for the work outlined in this RFP is subject to the approval of the Jefferson County Board of Legislators. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Any expenditure incurred prior to official notification by the County will be the sole responsibility of the proposer. Prospective proposers are advised that the selection of a proposer for the awarding of this contract is to be made after a substantive review and careful evaluation of proposals received.

The following criteria will be used as the basis for selecting a proposal:

1. Responsiveness of the proposal in terms of meeting the specifications set forth in this RFP and evaluation of the proposer's proper understanding of the County's need.
2. Experience of the proposer and any subcontractors in providing similar services. Proposers must provide a minimum of five references where similar services are provided.
3. A proposer's workload, operational and financial capability, safety record and past performance in meeting schedules and providing an acceptable and reliable level of service to their customers.

Each proposer must be prepared to present satisfactory proof of their capacity and ability to perform this contract. Such proof may include, but not be limited to inspection of the proposer's facilities and equipment, references, or performance of similar contracts. The County reserves the right to reject any proposal where the proposer cannot satisfy the County as to his ability to perform.

4. The proposer's price proposal.

This Contract shall be awarded based on an analysis of the proposals which best meet the above criteria.

The County of Jefferson fully complies with the regulatory requirements and spirit and intent of Affirmative Action and Equal Opportunity Employment.

The County has endeavored to incorporate within these specifications all of the elements which it reasonably anticipates will be required to accomplish the intended objectives set forth in this RFP. In submitting a proposal, a proposer is agreeing to provide services consistent with these specifications.

If a proposer identifies an additional element not included in these specifications, which in its judgment would be required to accomplish the intended objectives as articulated in this RFP, the proposer should explain in detail why the County should consider including this element within the Scope of Services. Conversely, if a proposer identifies a task within the Scope of Services which it believes could be modified or deleted without impacting the objectives of the RFP, the proposer should provide an explanation as to why the task should be deleted or modified. The County reserves the right to accept or reject the addition, deletion or modification of an element of these specifications.

PLEASE NOTE THAT THE COUNTY WILL NOT PROVIDE VERBAL RESULTS OF ANY RFP. REQUESTS FOR COPIES OF THE FINAL AWARD OR RELATED DOCUMENTS MUST BE SUBMITTED IN WRITING (EMAIL IS ACCEPTABLE) TO THE JEFFERSON COUNTY PURCHASING DEPARTMENT. RESPONSES WILL BE PROVIDED AS SOON AS POSSIBLE.

While it is the County's express intention to issue a fair and competitive document, the County reserves the right to waive specific requirements of this solicitation when such waiver is deemed to be in the County's best interest. This Request for Proposal does not commit the County of Jefferson to award a contract or pay any costs incurred by a Proposer in the preparation of a proposal. Any Proposer who submits a proposal in response to this solicitation does so at their own expense including attendance at subsequent meetings to discuss their proposal.

D. FORM OF CONTRACT

The County intends to develop its own contract for these services. The final contract will involve, at a minimum, the terms and conditions set forth in this RFP (including the General Conditions) and may include those reflected in the specific proposal submitted. The content shall be the exclusive source of the proposer's rights and remedies, and shall supersede any and all prior writings, negotiations or agreements of any kind.

E. USE OF SUBCONTRACTORS

Proposers may utilize subcontractors to complete the Service requirements provided that the proposer is required to provide the information concerning such subcontractors set forth in Section G of this RFP. In the event that a contract is awarded to a proposer choosing to utilize subcontractors, the successful proposer will be responsible for insuring that the subcontractors meet the requirements of this RFP and the contract between the County and the successful proposer.

F. MANDATORY SUBMISSION REQUIREMENTS

The following are the items which are required to be submitted as part of a Proposal. Failure to submit any of the following may result in the proposal being deemed non-responsive.

1. A statement accepting the conditions of this request for proposal in writing including the general conditions. The proposer should also identify any proposed deviations to the Scope of Services consistent with the conditions set forth in Section G of this RFP.
2. Name and location of principal location of business. An ownership disclosure form is to include the names and addresses of all partners, officers, and directors and any other person with an ownership interest of greater than 5%.
3. A brief description of similar service provided by the proposer. A list of references for these contracts including contact names, addresses and phone numbers.

G. INSURANCE REQUIREMENTS

In order to be considered for selection to provide the services requested by this solicitation, the company submitting a proposal must agree to not limit professional, general, or other liability to an amount less than the limits of the required insurance coverage stipulated in this document.

CONTRACTOR shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance, and other insurance with stated minimum coverages, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A(-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the SERVICES to be performed, and shall cover risks and liability to CONTRACTOR resulting from this Agreement. Commercial General Liability shall include personal injury liability. **The COUNTY, its officers, employees and agents shall be named as additional insureds on a primary and non-contributory basis on CONTRACTOR'S Commercial General Liability and Motor Vehicle Liability policies. In addition, a waiver of subrogation shall apply in favor of the COUNTY, its officers, employees and agents on CONTRACTOR'S Commercial General Liability policy.** It is further understood that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligation of CONTRACTOR and not those of the COUNTY.

Notwithstanding anything to the contrary in this Agreement, CONTRACTOR irrevocably waives all claims against the COUNTY for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by CONTRACTOR shall not in any way limit CONTRACTOR's liability under this Agreement.

<u>Type of Coverage</u>	<u>MINIMUM Limits of coverage</u>
Workers' Compensation and NYS Disability	Statutory
Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit
Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products-Completed Operations \$1,000,000 Advertising/Personal Injury \$5,000 Premises Medical Payment

Each policy of insurance required herein shall be specifically endorsed to provide that in the event of cancellation, non-renewal, or material change on the part of the insurer, prior written notice shall be provided to COUNTY in accordance with the terms of the CONTRACTOR'S policy. The inclusion of such endorsement

shall be confirmed on the certificates of insurance required herein.

At the time of execution of this Agreement, and upon each policy renewal, CONTRACTOR shall submit to COUNTY certificates of insurance evidencing CONTRACTOR's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors. The CONTRACTOR shall furnish the appropriate ACORD Form Certificate of Insurance to COUNTY to evidence all coverage set forth above except Workers' Compensation and Disability Insurance. **A copy of the additional insured and waiver of subrogation endorsement forms must be submitted with the insurance certificates.**

Workers' Compensation coverage must be evidenced by Form C105.2 or New York State Insurance Fund Form U26.3. Disability Insurance coverage must be evidenced by Form DB120.

REQUIRED EXTENDED REPORTING COVERAGE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, and coverage thereunder is cancelled or otherwise not renewed, and such policy is not replaced with another "claims made" Commercial General Liability Policy which provides continuing, uninterrupted coverage, CONTRACTOR shall be required to purchase extended reporting products-completed operations coverage for a minimum of three (3) years after completion of all work required of CONTRACTOR under this Agreement.

REQUIRED MINIMUM RETROACTIVE DATE FOR CLAIMS BASED POLICIES

In the event that CONTRACTOR'S Commercial General Liability Policy is a "claims made" policy, the retroactive date for products-completed operations coverage under such policy must be at least one (1) year prior to the commencement date of this Agreement and must be shown on the appropriate ACORD Form Certificate of Insurance furnished to COUNTY.

H. INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its officers, employees and agents from and against any and all claims, liens, demands, judgments, penalties, fines, liabilities, settlements, damages, costs and expenses of whatever kind or nature (including, without limitation, attorneys' fees and disbursements), known or unknown, contingent or otherwise, whether incurred as a result of a claim by a third party or any other person or entity, arising out of or in any way related to: (a) the work or operations of CONTRACTOR in the performance of this Agreement; or (b) CONTRACTOR'S failure to comply with any of the provisions of this Agreement or of the Law. Insofar as the facts and Law relating to any claim would preclude COUNTY or its officers, employees or agents, from being completely indemnified by CONTRACTOR, COUNTY and its officers, employees and agents, shall be partially indemnified by CONTRACTOR to the fullest extent permitted by Law.

The acts or omissions of any party employed directly or indirectly by CONTRACTOR, shall be deemed to be that of CONTRACTOR for the purposes of the CONTRACTOR's obligations to defend, indemnify and hold harmless under this Section. The fact that a party so employed by CONTRACTOR is alleged to or is proven to have acted outside the scope of employment, agency or contract, shall not relieve CONTRACTOR of any of its duties under this Section.

I. The County is a duly authorized agent and shall have access to and have copies of the successful Proposer's records, including any books, computer tapes, discs or programs, or material pertaining to work performed under the contract at no cost to the County to determine or verify the compliance with all contractual conditions. The County shall be granted access to such records at all reasonable times during the contract period and for three (3) years thereafter.

By submission of a proposal under this solicitation, the Proposer agrees that the County has sixty (60) days acceptance time in which to award a contract. The County reserves the right to reject as non-responsive any offer that specifies less than sixty (60) days of acceptance time.

J. A Proposer may withdraw its proposal at any time prior to the submittal deadline by submitting a request to do so in writing to the County Purchasing Department. Any proposal received by the County and not withdrawn becomes an irrevocable offer for a period of sixty (60) days after the submittal date. All signatures

on proposals, amendments, and correspondence must be made by persons who are authorized to contractually bind the Proposers.

K. CONTRACT TERM

The initial contract term shall be for a period of one (1) year effective upon date of award. If mutually agreed between the County and the Vendor, the contract may be renewed under the same terms and conditions for an additional one (1) year not to exceed a total contract term of two (2) years. Notice of intent to renew will be provided to the contractor generally within ninety (90) days prior to the expiration date of the current contract. This notice shall not be deemed to commit the County to renew the contract for the renewal period until such time as the County takes official action (generally by issuing a formal Purchase Order) to commit to such renewal. The County may issue new bids for a replacement contract at any time during the term of the initial contract if deemed necessary by the County to do so.

L. CANCELLATIONS

The County of Jefferson retains the right to cancel the contract resulting from this RFP without cause provided the Contractor is given at least thirty (30) days notice of intent to cancel. This provision should not be understood as waiving the County's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. The County shall have the right to postpone, suspend, abandon, or terminate the contract and such action shall be in no event deemed as breach of contract. In the event of any termination, postponement, delay, suspension, or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of the contract, including, but not limited to guarantees, warranties, plans, and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County and shall fix the value of the work which was performed by the Contractor prior to postponement, suspension, abandonment, or termination of the contract. This clause does not apply if the contract contains other provisions applicable to the postponement, suspension, or termination.

M. FOIL

All material submitted in response to this RFP becomes the property of the County and will be considered public records after the award of the contract. Proposals shall not be shared with any competing offerors during the selection phase of this procurement; however, after award of the contract to the successful offeror, proposals received in response to this Request for Proposal may be subject to disclosure under a provision of the Freedom of Information Act. Information in proposals that is clearly identified as proprietary will not be disclosed at any time. Blanket statements that all contents of the proposal are confidential and proprietary will not be honored by the County. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this RFP may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. To protect this information from disclosure under FOIL, Proposers should specifically identify the pages of the proposal that contain such information by properly marking the top of the applicable pages as "CONFIDENTIAL" and inserting the following statement in the front of its proposal:

The information or data on pages _____ of this proposal, identified on the top thereof as "CONFIDENTIAL", contain financial, technical, or other information which constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position. We request that the County use such information only for the evaluation of this proposal but we understand that the Authority must comply with the provisions of the New York State Freedom of Information Law (FOIL) and public disclosure of the information contained in this proposal whether or not marked as "CONFIDENTIAL", and to make no claim for any damages as a result of any such disclosure by the County pursuant to FOIL.

In the event the County receives a FOIL request for disclosure of information marked as "CONFIDENTIAL", the Proposer shall be notified of the request and may expeditiously submit a detailed statement and explanation indicating the reasons the Proposer has for believing that the information requested is exempt from disclosure under the law. This detailed statement and explanation shall be used by the County in making its determination as to whether disclosure is required under the law.

"When submitting a bid for consideration, unless otherwise noted, all bidders understand that Jefferson County may reject all submissions that are marked "confidential" either substantially or in their entirety (other than narrowly defined data considered a 'trade secret'. All submissions are considered non public information until the evaluation is complete and a Contract or Purchase Order is issued. At that point all submissions become public record."

N. NON-APPROPRIATIONS CLAUSE

The awarding of a contract for the work outlined in this Request for Proposal is subject to the appropriation of funds and approval by the Jefferson County Board of Legislators. Any agreement between the County and the successful Proposer shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Proposers should not assume that their proposal has been approved until the receipt of official notification from the County of Jefferson. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Law, the County of Jefferson will not be liable for purchases or contracts for goods or services for which funding is not available. As a result, the Vendor/Proposer agrees to hold the County harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order by the County. Issuance of a purchase order by the County indicates that the County currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the County to cancel a project or purchase after an order to proceed or purchase order has been issued, the County will only be liable for and the Vendor/Proposer agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

O. IRANIAN ENERGY SECTOR DIVESTMENT

Proposer hereby represents that said Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Proposer has not:

1. Provided goods and services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Proposer submitting a proposal in response to this Request for Proposals must certify and affirm the following under penalties of perjury:

1. "By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each proposer is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Jefferson County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Proposer cannot make the certification as set forth in subdivision (a) above, the Proposer shall so state and shall furnish with the request a signed statement

setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Proposal to any Proposer who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The County of Jefferson has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Jefferson would be unable to obtain the goods or services for which the proposal is offered. Such a determination shall be made by the County in writing and shall be a public document.

P. SEXUAL HARASSMENT

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. Where competitive bidding is not required, state departments and agencies may, at their discretion, require the above certification.

A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>

Q. Pursuant to the provisions of Section 109 of the General Municipal Law, no Proposer to whom a contract is awarded shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of such contract, or of his right, title, and interest herein, including the performance of the contract or the right to receive monies due, or to become due, or of his power to execute the contract without the prior written consent of the Jefferson County Purchasing Department. In the event the Proposer shall, without prior written consent, assign, transfer, convey, subcontract or otherwise dispose of the contract, or of his right, title, and interest herein, including the performance of the contract, or the right to receive monies due, or to become due, or his power to execute such contract, to any other person or corporations or upon receipt by Jefferson County of an attachment against the Proposer, the County of Jefferson shall be relieved and discharged from any and all liability and obligation growing out of such contract to such Proposer and the person or corporation to which such contract shall have been assigned, his assignees, transferees, or sublessee shall forfeit and lose all monies theretofore assigned on this contract, except so much as may be required to pay his employees.

R. The exclusive means of disposing of any dispute arising as a result of contract award which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located within Jefferson County. There shall be no right to binding arbitration. Pending final resolution of the dispute, the successful Proposer must proceed diligently with contract performance. The Proposer waives any dispute or claim not made in writing and received by the County within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain, and any money requested must be fully supported by all documentation acceptable to the County.

The performance of work under the contract may be terminated by the County in whole or in part, effective upon receipt of notice whenever the successful Proposer defaults in performance of the contract, or fails to make progress in prosecution of the contract work, or endangers such performance and fails to secure such default within a ten (10) day period after receipt of notification from the County specifying the default.

SPECIFICATIONS/SCOPE OF SERVICES

1. INTRODUCTION

It is the intent of these specifications to secure proposals for the safe and economical transportation of Jefferson County early intervention infants and toddlers with identified disabilities or developmental delays as defined by the New York State Department of Health, and preschool children with disabilities as defined by the New York State Education Department from home or the care site to approved sites and return. Due to the continued impact of COVID-19 and uncertainty in the foreseeable future, it is difficult to predict the total number of individual children to be transported in a given year.

Presently there is one (1) site in Jefferson County where children receive services. This number may increase due to the establishment of new sites by existing or new providers. Currently 28 children are enrolled in special education programming and receive transportation service to and from this site. However, this site has the capacity to serve 96 children daily. It is anticipated that the average number of children per day will continue to fluctuate throughout the year. Also, the number of children transported each day varies as each child is enrolled for a specific number of days per week based upon individual need.

The existing sites utilized by the County are listed in Appendix I. Appendix II details the transportation enrollment as of October 1, 2021 at the site. It should be noted that the solicitation process is intended to establish a per child rate per day for transporting all Jefferson County children enrolled in a special education or Early Intervention service program needing transportation. Transportation services for Preschool Summer and/or Fall-Spring sessions are as established by the school calendar. Sessions for early intervention programming are for 52 weeks of services. Once the lowest responsible proposer has been determined by the County the proposer will be notified. The contractor awarded the contract will be required to submit four (4) signed copies of the County's standard contract. The contractor will also, at the option of the County, be required to complete a time relevant "trial run" of each pick-up and return run, before the first day of transportation to the schools, and must submit a complete route schedule summary.

For the purpose of the RFP and resulting contract and interpretation hereof it is agreed that the transportation of preschool children, infants, and toddlers with disabilities or delays is a specialized function. It is the intent of the County that the children be transported to and from the schools regularly, promptly, safely, without interruption or incident and that the interest of the children in such transportation shall take precedence over the interest of the contract and drivers.

2. DEFINITION OF TERMS

Aide - Any person, attendant, or an assistant driver who is available to assist the bus driver in the control of the children assuring seat belts are properly secured, repositioning the child, and assisting children on and off vehicles.

Attendance - Term used to state that the child is actually present at the program site on a specific date.

Authorized Adult - Parent, Guardian, or person authorized by Parent or Guardian to receive the child.

Child, Children, Pupil, Student - Children, age 1 day to 5 years, who have been deemed eligible through their appropriate school district pursuant to Section 200 of the State Education Law, or through the early intervention process.

County - County of Jefferson, a municipal corporation of the State of New York.

Contractor - The named successful proposer as determined by the County.

Department - The Jefferson County Department of Community Services.

Enrollment - Term used to state that a child is maintained in the program.

Program Coordinator - The coordinator responsible for overseeing services under the Special Education Program for Preschool Children with Disabilities.

Transportation Coordinator - The coordinator responsible for the coordination of the delivery of the services under the Special Education Program for Preschool Children with Disabilities.

School - A specific building or campus and/or the officials in charge of administering a special educational program or related services at that building or campus.

Stac 1 - (A system to track and account for children) shall refer to authorization by the local school district for tuition and transportation of preschool children with disabilities age 3 years to 5 years.

Stac 3 - (Notification for the State Education Department approving rates submitted) Transportation of children with developmental delays shall refer to movement by motor vehicle under conditions set forth in the contract from the curb or driveway of the child's place of residence or care giver, to the door of the service provider and return back from the door of the service provider to the curb or driveway of the place of residence or care giver, hereinafter referred to as "curb to door" transportation service. Transportation service is not expected to be provided from private roads. Requests to provide door-to-door service is not expected unless approved by the County.

Children with Developmental Delays - shall refer to those children, ages birth through 2 years old, residing in Jefferson County whom the County/Local Early Intervention Official has determined to be eligible to receive transportation services based on their Approved Individual Family Service Plan, hereafter referred to as an IFSP. Those children ages 3 and 4 years old, residing in Jefferson County whom the resident local school district has determined to be eligible to receive transportation services based on their Approved Individual Education Plan, hereafter referred to as IEP. The County shall not be liable for the payment of transportation services provided by the successful proposer before the date of the approved IFSP and/or IEP.

Early Intervention Official/EIO - Shall refer to the appropriate County Official designated by the County Executive to determine the need for transportation services for birth through 2 years old and in some cases their parent/care givers based on the approved IFSP.

DETAILED SPECIFICATIONS

A. GENERAL

1. Detailed specifications as outlined herewith will be considered as attachments to the contractor's contract for the provision of transportation services for children with disabilities in need of special education services. Contractors will be bound by these specifications as a condition of a contract and will be subject to penalties as set forth herein for failure to comply with the terms during the duration of the contract period. Detailed specifications will be incorporated into the final contract entered into between the County and the Contractor. The data included with these specifications on children requiring transportation represents children to be transported as of July 1, 2022, and is made available to allow proposers to estimate the scope of the service requested. This data should not be construed to represent either the minimum or maximum number of children to be transported during the contract period. The school calendar, names of contact person and phone number will be provided with each route sheet. Data on actual children requiring transportation for the school term 2022-2023 will be supplied to the Successful Contractor by the Jefferson County Community Services Department after an award. The Successful Contractor shall provide transportation services for all children with developmental delays below the age of 5 years whom the County and/or school district have determined to be eligible for transportation services.

2. The Successful Proposer will provide transportation when, 1) A Stac-1 form for preschool children has been duly processed by a school district superintendent and Jefferson County representative or; 2) An authorization letter by the Jefferson County Early Intervention Official or designee has been processed. Only Jefferson County may direct which persons shall be transported and shall not be responsible for payment of costs incurred as a result of transportation of unauthorized individuals.

3. The initial period of the contract will be from July 1, 2022 through June 30, 2023, with the option to extend for one (1) additional year upon agreement of both parties in writing at the prices set forth in the RFP. The County retains the right to extend any existing contract sixty (60) additional days at the sole discretion of the County. Any request from the Successful Contract Holder of an intent to cancel must be received in writing ninety (90) days prior to the expiration date of the current year contract.

4. All proposal forms must provide the cost per pupil per day. No costs incurred by the Contractor in the performance of this contract shall be reimbursed by the County except for the daily per pupil charge. All proposals shall be for route trips on a cost per child per day basis. No alternative proposals will be accepted. The per pupil rate for transportation services accepted by Jefferson County will not be subject to renegotiation during the term of this contract without the express written consent of the County.

a. Escalator Clause - prices must be guaranteed against increases for any reason whatsoever during the initial term of this contract ending June 30, 2023. For the option year following the expiration of the initial term, contract renewal increases and/or decreases must be agreed upon by both parties, with adjustments becoming effective as of July 1 of said year.

5. Upon request by the County and prior to the date services commence, the Contractor awarded the contract is responsible for the initiation of a time of day relevant trial run of each established route, identifying the appropriate time that each child will be picked up and returned. Detailed route plans resulting from such dry runs will be submitted to the County before the commencement of services. Cost for such one time activities will be inclusive of the transportation proposal.

6. Prior to commencement of services Contractor shall make reasonable efforts to communicate with a parent(s) or guardian(s) of each child and provide the following information: The anticipated time for pick-up and delivery of each child; the name of each child's driver and vehicle aide(s), the unique identifying characteristics and description of each vehicle to be used to transport the child; the times

of day and the telephone numbers that a parent may use to contact the Contractor regarding matters pertinent to a child's circumstances or ability to attend school. All vehicle drivers will be courteous and helpful to each child under his/her supervision at all times. Each vehicle shall carry a current schedule of all regular stops and list of riders. The schedule shall record the names of all children transported on a particular vehicle each day. This information must be submitted to the County upon request. The Contractor shall maintain these records for six (6) years.

B. ROUTES AND SCHEDULES

a. Jefferson County may, from time to time, be required to transport individual preschool children with disabilities to and from another educational facility or service provider site not listed in Appendix I. Payment for the transportation of such individuals shall be made in accordance with the contract on a per pupil bases. The successful Contractor shall provide the transportation services called for in the contract on time and in strict conformance with the school's scheduled starting and ending times for the pupils being transported. This information is being provided to the successful proposer in Appendix II.

b. Any event, including, but not limited to, accidents, traffic delays, adverse road conditions, failure of a vehicle to operate properly, and/or employee tardiness which will affect the Contractor's ability to a pick-up and/or deliver a child to his/her proper destination within fifteen (15) minutes of established schedules will require the Contractor to notify the facility and/or parents or guardians of a child immediately. A vehicle will be considered on time if it arrives at the school between fifteen (15) minutes prior to and zero (0) minutes after the official scheduled time. Note that enforcement of the zero minute late rule is intended to take affect if a pattern of non-performance develops. It is not the County's intent to penalize for isolated incidents due to unforeseen circumstances.

c. The Contractor shall notify in writing the parent, guardian, or caretakers of the child with delays or disabilities as to the pick-up time (home to school) and delivery time (school to home) for each said child on a route trip. The information regarding children requiring transportation as supplied in Appendix II is the best available information the County has at its disposal to assist proposers arriving at a reasonable cost figure. The successful contractor shall transport children in the shortest possible time, and will be permitted to determine the shortest route distance from the first child's home to the school. It is understood and agreed that no scheduled one-way pupil trip shall be longer in duration than sixty (60) minutes unless prior written approval has been provided by the County. Children may not be transferred between vehicles with the exception of vehicular breakdowns, without prior written permission from the Jefferson County Department of Community Services. In addition, a child may only be discharged to an authorized adult.

d. The successful contractor shall provide a minimum of three (3) minutes (wait time) for children to exit their residence and enter the vehicle.

e. Contractors will not deviate from a planned route or change the pick-up of a child once established, without prior written notice to the parents(s) of each affected child and without good cause, which must be demonstrated to Jefferson County.

f. The Successful Contractor must have the ability to add, change, or delete stops within five days from time of notification. Notification shall be made in writing by the County designee with a copy to the school. In emergency situations, the Program Coordinator may provide notification by phone, confirmed in writing.

C. DRIVERS-AIDES/RESPONSIBILITIES OF CONTRACTOR

a. The same driver and aide must be assigned daily to the same route whenever possible. This is especially important because the children needing this service require consistent and familiar personnel as their drivers and aides.

- b.** Drivers and aides will be expected to assist the children on and off the vehicles and from bus to curb and/or curb to bus.
- c.** Each driver of a vehicle will be responsible for the complete control of his/her vehicle and the children being transported therein. It shall be the responsibility of the driver/aide to maintain good order in the vehicles and violations of good conduct and improper behavior on the part of students shall be handled without the use of force or fear and shall be reported to the designated contact person of the school to where the child is delivered.
- d.** The Contractor shall have all drivers assigned to the routes prior to the first day of school. The assigned driver must drive through his/her route to familiarize himself/herself with each stop location prior to the first day of school.
- e.** The Contractor further agrees upon request and receipt of written documentation from the County that it will remove from service any person, who in the opinion of the County, will detract from the safe and efficient operation this program.
- f.** The successful contractor will be required to provide a roster of all drivers and shall forward the list to the County designee prior the start of the 2022-2023 school term program. Picture Identification shall be worn at all times by all drivers/aides.
- g.** A current student roster must be in the vehicle at all times indicating the time of pick-up and drop-off of each student. Under the scope of services granted by the New York State Department of Transportation, at no time are carriers considered an ambulance service or an invalid coach service, but drivers must possess the appropriate student information so as to be cognizant of possible medical emergencies. In case of an emergency, the driver must immediately call for appropriate assistance.
- h.** Guidelines for the transportation of preschool children and early intervention infants and toddlers with illness, disease, injury or other such situations:
1. Early intervention or preschool children at a site who are found to have an illness, disease, or other such situation which would require emergency transportation home shall have this transportation provided by their parent, guardian, care giver, or ambulance if necessary. It is not the responsibility of the Contractor to provide this type of transportation.
 2. It is the primary responsibility of the Contractor to transport all children between designated pick-up and drop-off points, while the school is responsible for providing guidance and assistance in this effort.
 3. If parent or care giver is not home to receive the child:
 - A. The driver shall contact the transportation office to report the situation.
 - B. The Contractor shall place a call to the home and, if unanswered, shall call alternate caregivers previously supplied by the school.
 - C. While attempting to contact the care giver, the driver may continue on the route at the Contractor's direction. Once contact is established, the bus may return to the home or alternate care giver's home, or return the child to the Contractor's terminal if acceptable to both Contractor and parent.
 - D. If steps outlined above are not successful, the Contractor shall contact the school for assistance regarding updated emergency numbers or other instructions. Contractors must be aware of the school's hours of operation so personnel can be reached to provide assistance, as school officials may be aware of a caseworker's involvement with the family. If step "D" is

necessary, designated school officials may choose to contact the caseworker to alert them that there may be a problem.

E. The contractor shall continue to attempt to reach the parent or alternate care giver by phone during the remainder of the route.

F. If successful contact has not been made with parent or alternate care giver after completion of the bus's normal route, and other arrangements have not been made with the school officials, the Contractor shall contact the Local Police or Sheriff to request assistance and provide notification to the County designee.

i. No child shall be fed without written permission from the parent, agency, and/or Jefferson County Department of Community Services.

j. No uniforms are required by the County, however, appearance and clothing shall remain neat and clean. Complaints will be investigated by the County and penalties assessed based on the County's judgment of generally acceptable hygiene and apparel standards.

k. For contract purposes, the Contractor will not employ a vehicle driver or aide who has a history of current behavior patterns that demonstrate use of alcohol, drugs, or alcohol abuse that might result in harm or negative influence to a preschool age child. The Contractor must comply with all applicable New York State regulations regarding bus drivers. The Contractor agrees to develop a drug and alcohol policy, with a goal to achieve a drug and alcohol-free work place. The policy shall serve to protect passengers, the public and employees from those of the Contractor who may use illegal drugs on or off duty or who possess, consume, sell, dispense, or drive under the influence of alcoholic beverages while on duty or at the work place. At a minimum this policy shall conform to the decree by Congress and set forth in the Drug Free Work Place Act of 1988. In addition, the Contractor shall establish a program for the pre-employment as well as random testing of each driver for the use of alcohol, illegal drugs, and/or controlled substances. Cost of said testing is to be borne by the Contractor. The Contractor shall furthermore furnish the County of Jefferson with a statement of such policy upon request.

l. The Contractor agrees that he/she will not assign any person to this contract whose moral character is not of the highest level and whose conduct might in any way expose any child to any improper conduct whatsoever; nor shall the Contractor allow any person to drive a vehicle who is not in a condition of mental, physical, or emotional stability. For purposes of this contract, the Contractor will not employ a driver or aide who has a history of physical or mental health problems or is known to be or to have been the transmitter or carrier of a communicable disease, which might harm a preschool age child. Responsibility for hiring and discharging personnel in respect to all of the foregoing rests entirely upon the Contractor and the Contractor agrees it shall not enter into an agreement or arrangement with any employees, persons, groups, or organizations which in any way may interfere with the Contractors ability to comply with this requirement.

m. The Contractor shall require an annual physical to maintain the health of drivers and attendants and shall maintain a physical examination file for inspection upon request by an authorized representative of Jefferson County. Costs of annual physical examinations, driver instruction of safety practices/procedures and specific needs of children are the responsibility of the Contractor.

n. Each driver of a motor vehicle shall have the appropriate and valid operators or chauffeurs license to operate such motor vehicle. The Contractor agrees that no driver will be assigned to this contract that previously had a driver's license suspended due to moving traffic violations. For purposes of this contract, the Contractor will not employ a driver or aide who has a prior felony conviction either within New York State or any other municipality.

o. In summary, the Contractor shall operate in a manner to assure both service provider and Jefferson County that reliable and continuous service will be provided. It is recognized that for the protection of the children being transported driver, attendants, and all other persons coming in contact with the

children must be of stable personality and of the highest moral character. The County places upon the Contractor and the Contractor agrees to accept full responsibility of assuring such qualifications of personnel are met.

D. VEHICLES

a. The Contractor certifies ownership or lease provisions for an adequate number of vehicles with equipment or features, which are capable of providing for the child's needs as specified in this RFP.

b. The Contractor must hold a Department of Transportation permit to operate the service vehicles and must comply with all Federal, State, and Local regulations governing the use of motor vehicles.

c. At the time of submission of a proposal, Contractor must furnish a list of vehicles, which will be used to perform this contract. All such vehicles must have valid New York State Department of Transportation inspections and permits at all times the vehicles are in use. Specific information regarding these vehicles must include the following:

1. Type/description
2. Seating capacity
3. Year, type of fuel used, vehicle mileage
4. Make
5. Operators vehicle number
6. Name and address of registered owners
7. New York State Motor Vehicle Registration Number
8. Location of terminals and telephone numbers from which vehicles will be dispatched.
9. Contractor shall submit photostatic proof of operating authority for each vehicle used.

d. The successful proposer must have a sufficient number of vehicles including wheelchair buses or vans necessary to transport any designated child with developmental delays under the age of 5 years residing in the area of award that requires basic wheelchair or specialized transportation services.

e. All vehicles must be equipped with two-way radios or cellular phones which must be on at all times and capable of vehicle to station transmission. In addition, all drivers and vehicle aides will be knowledgeable in the operation of such equipment.

f. The Contractor shall make appropriate contingency arrangements for the continued pick-up and delivery of children in accordance with established schedules in the event of vehicle break down or unforeseen emergency, and shall provide the County with such contingency plans prior to the execution of the contract.

g. All vehicles subject to this contract will at all times, carry and maintain a first aid kit, fire extinguisher, tool repair kit and any other equipment that may be required by the New York State Department of Transportation regulations. The Contractor will provide all car seats and safety restraint devices required by current Federal guidelines and New York State Law to insure each child's safety.

h. The successful Contractor will be required to provide a list of all vehicles, which will be operated on each route for this program, and the list of children to be transported on that vehicle shall be forwarded to the County designee prior to the start of the 2013-2014 school term program.

i. The vehicle must be neat, clean, and smoke free at all times. Unscheduled checks by the County may be performed at any time and the County reserves the right to inspect all vehicles used in the performance of this contract at any time.

j. Whenever transportation of a child with a disability or delay requires a nurse or basic emergency medical technician, it will be indicated on the route trip roster sheet. A physician's statement

concerning the nature of the medical findings and recommendations will be forwarded to the carrier before actual transportation begins.

k. No vehicle that contains a child shall be left unattended at any time.

l. There shall be drills on all school buses as required by Section of 3623 of the Education Law; however, said drills couldn't be conducted when buses are in route. The Contractor shall certify on an annual basis via report to the County and the New York State Education Department that they have complied with this requirement.

m. Pre and post trip inspections of buses for children shall be conducted for each trip.

n. The Contractor must comply with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract.

o. Provisions regarding vehicles, drivers, and attendants shall be equal to or exceed those required for school age children by the New York State Commissioner of Transportation, New York State Commissioner of Education, and New York State Department of Transportation. The Contractor must comply with all rules, regulations, and requirements concerning motor vehicles, pupil transportation, and transportation of a child with a disability or delay, of Jefferson County, New York State Department of Motor vehicles including, but not limited to Article 19-A of the Vehicle and Traffic Law of New York, and regulations of the New York State Commissioner of Education Section 156.3. The County may investigate, review, and audit necessary records, books, and data to establish performance criteria necessary to determine that the Contractor is providing service as herein specified.

E. COMPLICATIONS

a. The Contractor is expected to transport children to school on all days that the school is in session.

b. Buses shall be available to provide immediate service with no more than one-hour delay or the Contractor must provide equivalent means satisfactory to the County.

c. If the Contractor will be late or cannot fulfill the transportation requirements on any day the Contractor shall notify the school and individual parents as soon as possible. The Contractor shall provide a time frame for resuming service and will be responsible for any additional charges due to this inability to perform.

d. The Contractor shall not be liable for any failure in performance under this agreement resulting directly or indirectly from acts of God, war, riots, civil disturbances, fire, explosions, or any other means beyond the reasonable control of the Contractor.

e. Embargos or other government regulations, which prohibit the acquisition and use of motor fuel for transporting children to educational and early intervention programs to the extent that such regulations prevent the Contractor from providing the services, which are his responsibilities under this contract, shall be deemed conditions beyond the control of the Contractor. The Contractor shall expend every effort to perform under this contract. The simple statement that motor fuel is in short supply shall not be an acceptable reason for failure to perform. The County may, at its sole option, cancel the contract of any Contractor who shall be unable to obtain motor fuel, lubricant, tires, or other supplies necessary to provide contractual services during the period when other transportation providers have demonstrated the ability to procure such supplies. The County may then obtain the required service from another transportation provider.

f. The Contractor agrees that there will be no interruptions in the performance of the work under this agreement due to labor strike or unrest. The Contractor and his Subcontractors will not employ any labor and materials or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar

troubles by workers employed by the Contractor or his Subcontractors. The Contractor agrees to make alternative transportation arrangements acceptable to the County within five business days should any interruption in service occur because of any form of labor management dispute involving the Contractor or his Subcontractors. Any violation by the Contractor of these requirements will be considered proper and sufficient cause for the County to consider such interruption a breach of the Agreement and damages from the Contractor that may have been caused by labor strike or unrest as provided by law.

F. ACCIDENTS

a. Any accident that occurs while transporting children must be reported to the County Program Coordinator within one hour and followed by a full written report. All accidents involving children transported under this contract must be reported immediately to the Transportation Coordinator, even in the event that such occurrence takes place after normal business hours. When the Transportation Coordinator is unavailable, the report must be made to the County designee. Copies of all police accident reports must be provided to the County designee within 72 hours of such occurrence. It is agreed that no employees or agent of the Contractor or the County of Jefferson will release any accident related information to the media unless given prior authorization by the Jefferson County Attorney's Office. The Contractor further agrees to notify the parent/caregiver and service provider by a telephone call followed by a written report of any accident or other incident involving the safety and welfare of the child.

b. Drivers are required to report to their Supervisors any unusual incident or any accident while transporting children to or from school on the day they occur.

G. INCLEMENT WEATHER

a. There will be times when the weather is such that transportation of preschool and early intervention children is not advisable. The following guidelines have been established to address these situations:

- * In the event of inclement weather or hazardous travel no children will be transported to service sites within closed school districts.

- * No children will be transported through a district where the school is closed.

- * Delays of more than two hours in the opening of a site will result in children not being transported for one half day sessions. Those children scheduled for full day programs will be transported for the afternoon session where the opening has been delayed.

- * Sites within a school district having an early dismissal will have all preschool and early intervention children transported home early.

- * Any other situation not covered by the aforementioned will be decided taking into consideration the need for the safety of the children.

B. QUALIFICATIONS FOR PROPOSERS

1. No proposal will be considered unless the person, firm, or corporation submitting the proposal can meet the following conditions, and if required shall certify its ability to meet them:

a. That it can provide the necessary vehicles and related equipment and compliment of competent drivers and aides to carry out its part of the timely performance of service on the opening day of school , and the uninterrupted transportation of preschool children and Early Intervention infants and toddlers as called for in these specifications.

b. That the person, firm, or corporation submitting the proposal is not in bankruptcy.

c. The successful contractor shall provide adequate vehicle maintenance and stage facilities to service the requirements of this contract. Road service must be provided within 60 minutes of break down.

d. Contractor hereby consents to any audit of any kind of all financial records relating to this contract by New York State Department of Audit Control and the County of Jefferson.

e. It will be the Contractor's responsibility to process 19-A School Bus Certifications for all bus drivers. Contractors' will be responsible for providing evidence to the County that each of its drivers possess at least conditional certification on the date of contract execution. No driver may perform service under this contract at any time unless they have a 19-A School Bus Operator Certification and have registered with the Department of Public Transportation as a service driver.

f. The County reserves and retains the right to inquire, examine, review and investigate the Contractor's standard of performance and delivery of services provided under any other contracts to other government or other Contractors. Proposers are required to submit to the County a company narrative describing years of experience on other contracts with government for the transportation of children with developmental delays below the age of 5, and children ages 5 through 21.

g. Jefferson County reserves the right, to require any transportation provider who enters into this contract to apply for and obtain certification as a Medicaid Contractor.

DISQUALIFICATION

The County reserves the right to reject any proposal for any of the following reasons:

- Failure to satisfy the requirements of this RFP.
- Failure to settle outstanding bills for labor or materials related to previous contracts with the County.
- The Proposer defaulted under previous contracts with the County.
- If it is determined, that the Proposer is already obligated for the performance of other work, which would delay the commencement, prosecution, or completion of the services required.
- Lack of sufficient personnel, assets, or financial resources necessary to provide the services successfully as revealed by either financial statements or experience.

- Evidence of Collusion among Proposers.
- The Proposer cannot satisfy the County as to ability to perform.

C. PAYMENT OF CLAIMS

1. Monthly invoices shall be forwarded by the Contractor to the County Program Coordinator. Payment to the Contractor shall be made monthly based upon the number of children enrolled in the program times the number of enrolled school days, times the proposal price per child. If contractor provided EMT or nurses were required and supported by medical documentation an additional rate shall be negotiable.
2. The per day rate per child shall apply to all children added or deleted. Additional children shall be added at the established per day rate. When a child leaves school the per day amount shall be reduced in the same manner.
3. The Contractor shall include an accurate and certified alphabetized listing of each child transported at least once in the month billed and shall include beginning and ending dates of transportation. The claimant is to be an authorized official of the Contractor. The claim shall be submitted on or after the first day and before the 15th day of the month following the service.
4. Contractors are to submit a monthly student bus roster including driver's license, monitor's name, bus number and route number.
5. Contractors are not to submit claims for transportation services rendered to a child or to a facility for any purpose other than services authorized by Jefferson County.
6. In the event a child withdraws from a program service or relocates to a legal address outside of Jefferson County, the Contractor will not transport said child without the written authorization from the Jefferson County Department of Community Services. Following notification by the school to the County designee of the child's withdrawal, dismissal, or extended absence the County shall notify the Contractor by telephone followed by a confirming letter of the condition, and per day payments shall be suspended until transportation is resumed.
7. Transportation shall be suspended and resumed solely upon approval of the County.

PROPOSAL FORMS

RFP#21-47

Proposals are due on **THURSDAY, JANUARY 20, 2022 at 2:30 PM EST** at the County of Jefferson Department of Purchasing in the Jefferson County Building, 195 Arsenal Street, Watertown, New York 13601.

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.

The undersigned hereby declares that he has carefully examined all proposal documents and all interpretations of any addenda to the proposal documents issued by the County and that he has satisfied himself as to all requirements and conditions, and understands that in signing this proposal he waives all rights to plead any misunderstanding regarding the same.

Pursuant to and in compliance with Advertisement for Proposals and the documents relating thereto, the Proposer hereby offers to furnish for the period of July 1, 2022 through June 30, 2023, all equipment, materials, or services necessary or proper for, or incidental to, the completion of this contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the PER CHILD (ALL INSIDE JEFFERSON COUNTY ROUTES) DAILY PRICE OF:

_____ DOLLARS (\$) PER CHILD/ PER DAY
(written) (figures)

Should the County and the Proposer agree to extend the contract under the one (1) year option, the proposer hereby offers to furnish for the period of July 1, 2023 thru June 30, 2024, all equipment, materials, or services necessary or proper for, or incidental to, the completion of this contract, as required by and in strict compliance with the applicable provisions of all contract documents, for the above stated PER CHILD (ALL INSIDE JEFFERSON COUNTY ROUTES) DAILY PRICE OF:

_____ DOLLARS (\$) PER CHILD/ PER DAY
(written) (figures)

IT IS ANTICIPATED THAT THE CONTRACTOR SHALL COMMENCE SERVICE TO THE COUNTY ON JULY 1, 2022. THIS COMMENCEMENT DATE IS OF THE ESSENCE AND INABILITY TO PROVIDE SERVICE ON OR BEFORE SAID DATE SHALL BE GROUNDS FOR REJECTION OF A PROPOSAL FOR MATERIAL NON-COMPLIANCE

If a Proposal is accepted by the County, and the undersigned shall fail to execute a contract with, and give the required bonds to the County within ten (10) days after the date of written notice by the County to the undersigned so to do, this security shall be forfeited and will be retained by the County as liquidated damages.

If written notice of the acceptance of this proposal mailed, telegraphed or delivered to the undersigned within forty-five (45) days after the day of opening, or after expiration of such forty-five (45) days and prior to the withdrawal of the proposal by the undersigned, the undersigned will, within ten (10) days after the date of such mailing, telegraphing or delivery of such notice, execute and deliver the contract or contracts in the form of the Agreement attached hereto, or in a special contract form that may be drawn up in accordance with the County Attorney requirements.

If the address designated by the undersigned to which such notice of acceptance should be mailed, telegraphed or delivered is different than that given at the bottom of this page, please indicate the address to be used for delivery of such acceptance:

In the event that an addendum (or more than one) is sent to the prospective proposer after receipt of the initial RFP package, or should an addendum sheet or sheets be attached to the package, the undersigned hereby acknowledges the receipt of same and agrees that they are bound by all addenda, whether or not listed herein:

Addendum Number _____

Dated _____

Addendum Number _____

Dated _____

The undersigned further agrees to comply with the requirements as to condition of employment, wage rates and hours of labor set forth in the contract documents (if required).

This proposal may be withdrawn at any time prior to the scheduled time of the opening or any authorized postponement thereof.

AN INDIVIDUAL

By _____ (Seal)

Individual's Typed Name

Signature

Doing Business As: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By _____ (Seal)

Firm Name

Partner's Typed Name

Signature

Doing Business As: _____

Business Address: _____

Phone Number: _____

A CORPORATION

By _____
Corporation Name

State of Incorporation

By _____
Typed Name & Title of Person Authorized to Sign

(Corporate Seal)
Attest _____
Secretary

Doing Business As: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By _____
Typed Name

Signature

Address: _____

Phone Number: _____

By _____
Typed Name

Signature

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.

CONTRACTOR CERTIFICATION

1. That all vehicles have Department of Transportation Inspection.
2. That all operators/drivers have a 19-A Certification under school requirement.
3. That adequate vehicles are equipped to handle any special conditions that are required.
4. That all aides (if required) have a 19-A check for criminal history regardless of driving classification.
5. That all records will be kept as required by 19-A check for criminal history regardless of driving classification.
6. That all records will be kept as required by 19-A, and that they shall be available for review on the Contractor's site on demand.
7. If you are the successful Contractor, items 1 & 5 above shall be complete prior to contract execution.

SIGNED BY: _____ DATE: _____

FOR: _____

WITNESS: _____ DATE: _____

NOTARY PUBLIC: _____ DATE: _____

PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

Telephone Number: _____ Fax Number: _____

Email: _____ Federal ID Number: _____

I. General Bid Certification

The bidder certifies that he will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this bid.

Any deviation to specifications is fully explained and attached. By signing and submitting this bid for consideration to the County of Jefferson, the vendor acknowledges that they have read, understand, and agree to the specifications as presented without reservation or alteration.

Deviations: Yes _____ No _____

II. Non-Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the state. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-collusive bidding certification.

A. 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 submit a bid for the purpose of restricting competition.

B. A bid shall not be considered for award nor shall any award be made where A. (1)(2) and (3) above have not been complied with; provided, however, that if in any case the bidder shall so state and shall furnish with the bid a signed statement which set forth in detail the reasons therefore. Where A.(1)(2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Printed Name of Signer _____

Authorized Signature _____

Title _____

Date _____

NON-PROPOSER'S RESPONSE

For purposes of maintaining accurate Proposer's lists and facilitating your firm's response to our invitation for proposal, the County of Jefferson is interested in ascertaining reasons for prospective Proposer's failure to respond to invitations for proposals. If your firm is not responding to this proposal, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to the Jefferson County Purchasing Director, 195 Arsenal Street, Watertown, New York 13601. This form may be returned by mail or fax. Faxes may be sent to 315-785-7591. Failure to submit either a proposal or return this form will result in removal of your firm's name from our Proposer's lists. Thank you for your cooperation.

We are not responding to this invitation for proposal for the following reason(s)

- Items or materials requested not manufactured by us or not available to our company.
- Our items or materials do not meet specifications.
- Specifications not clearly understood or applicable (too vague, too rigid, etc.)
- Quantities too small.
- Insufficient time allowed for preparation of proposal.
- Incorrect address used. Correct mailing address is:

- Our branch/division handles this type of proposal.
Correct name and mailing address is:

- We are unable to submit a proposal at this time but would like to continue to receive invitations for proposals.

- We are unable to submit a proposal and wish to be removed from the Proposer's list.

NAME OF FIRM: _____

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____

Signature of Representative

DATE: _____

RFP Number: 21-47

RFP Name: **Transportation of Preschool Children with Disabilities and Early Intervention Infants and Toddlers with delays**

Attachment
Certification Pursuant to Section 103-g
of the New York State
General Municipal Law

- A. By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the Proposer cannot make the foregoing certification set forth in Paragraph A above, the Proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to whom the proposal is made, or his designee, may award a proposal, on a case by case basis under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods and services for which the contract is offered. Such a determination shall be made in writing and shall be a public document.

Signature

Title

Date

Company Name

APPENDIX 1

JEFFERSON COUNTY SERVICE PROVIDERS

ARC Jefferson-St. Lawrence, NY
420 Gaffney Drive
Watertown, New York 13601
T: 315-788-2730

Week Ending _____

Drivers Name: _____ Drivers Signature: _____

Monitors Name: _____ Monitors Signature: _____

Route 1

Ride X Absent A Snow Day SD Now Show NS

Child's Name	Address	Days	P/U	T/H	M	T	W	TH	F
Morning Run									
	200 N.James St Carthage	M-F	7:34						
	20 Lathrop St Carthage	M-F	7:42						
	29800 State Route 3 Black River	M-F	8:02						
	30600 Burnuo Rd Black River	T/W/TH	8:09						
	8500 Mchenry Ip Fort Drum	M							
	8100 Grey Wolf Dr fort Drum	M-F	9:24						
Midday Run									
	30 Main St W Carthage	M-F	10:28						
	30 N.Main St Carthage Ny	M-F							
	9300 Bastonge loo Fort Drum	M-F	10:55						
	300 Walker Ave UnitB Watertown	M-F	11:15						
	32100 Gardenerville Rd Philly	T/W/TH		12:15					
Afternoon Run									
	10800 Baldwin Circle Fort Drum	M-F		1:48					
	94500 Woodcrest Way	M-F		2:35					
	93700 Bastonge loop Fort Drum	M-F		2:40					
	30 Main St W. Carthage Ny	M-F		2:58					
	20 Lathrop St Carthage	M-F		3:03					
	30 N.Main St Carthage Ny	M-F							
	19800 Eddy Rd Carthage	M-F		3:12					
	19800 Eddy Rd Carthage	M-F		3:12					
3:30 Run									
	300 Apt 5 Creekwood watertown	M-F		3:35					
	10800 Omaha St Fort Drum	BM	M-F			3:45			

Drivers Name: _____ Drivers Signature: _____

Monitors Name: _____ Monitors Signature: _____

Ride X Absent A Snow Day SD No Show NS **Route 2**

Child's Name	Address	Days	Pu	Do	M	T	W	TH	F
Morning Run									
	28500 County Route 69 Copen	M-F	7:40						
	17400 Us Route 11 Lot 4-R Want	M-F	8:05						
	900 Salina street Watertown	M-F	8:15						
	900 Boyd Street Watertown	M-F	8:20						
	600 Boyd St Watertown	M-F	8:20						
	500 Emerson St Watertown	M-F	8:30						
Midday Run									
	29800 Satet Route 3 Lot 24 Want	M-F		12:00					
	30600 Burnup Rd Black River	T/W/TH		12:10					
	20000 County Route 47 Carthage	M-F		12:20					
Afternoon Run									
	200 Francis st Watertown	M-F		2:30					
	500 Emerson St Watertown	M-F		2:40					
	600 Boyd St Watertown	M-F		2:40					
	900 Salina ST Watertown NY	M-F		2:45					
	300 Walker ave unit B Watertown	M-F		2:55					
	17400 US RT 11 Lot 4R Watertown	M-F		3:10					
	28500 Co Rt 69 Copenhagen	M-F		3:45					

Attendance Sheet
JEFFERSON COUNTY

Week Ending _____

Drivers Name: _____ Drivers Signature: _____

Monitors Name: _____ Monitors Signature: _____

Ride X Absent A Snow Day SD No Show NS

Route 3

Child's Name	Address	Days	Pu	Do	M	T	W	TH	F
Morning Run									
	40700 Rte 180 Clayton	M-F	7:18						
	377700 co rt 13 Lafargeville	M/T							
	36300 Pennet Sq Lafargeville	M-F	7:26						
	400 Stone st Watertown	M-F	8:10						
	Beaver Meadows building	M-F	7:58						
Toddler									
	28700 Gartland Dr Evans mills	M		10:50					
	1700 Ohio st apt 114 Watertown	M/TH		10:30					
	1700 Ohio st apt 35 Watertown	T/W		0:00					
Midday Run									
	900 Riggs Ave Watertown	M-F		11:38					
	20400 Sunrise Ave Lafargeville ny	M-F		12:30					
	Beaver Meadows Building	M-F		11:52					
	37700 co rt 13 Lafargeville	M/T							
Afternoon Run									
	200 Staurt St Watertown	M-F		1:45					
	17700 State Rt 12E Dexter	M-F		3:15					
	40700 Route 180 Clayton	M-F		3:33					
	35000 Eddy rd Theresa	M-F							

Week Ending _____

Drivers Name: _____ Drivers Signature: _____

Monitors Name: _____ Monitors Signature: _____

Ride X Absent A Snow Day SD No Show NS **Route 4**

Child's Name	Address	Days	Pu	Do	M	T	W	TH	F
Morning Run									
	43400 NYS Route 37 Redwood	M-F	7:10						
	29900 Sears Rd Redwood	M-F	7:15						
	11600 Osprey Loop Fort Drum	M-F	7:50						
	9000 Nancy Rd	M-F	8:08						
	94500 Woodcrest Way Fort Drum	M-F	7:58						
	10800 Baldwin Circle Fort Drum	M-F	8:13						
Midday Run									
	20 Spring St Adams	M-F	12:00						
	2500 Alexandra Meadows Watertown	M-F	11:28						
	300 Creekwood apt Watertown	M-F	11:45						
	300 N. Colorado Ave Watertown	M-F	12:24						
Afternoon Run									
	43400 NYS Route 37 Redwood	M-F		2:54					
	300 N. Colorado Av Watertown	M-F							
	2500 Alexandria Meadows Watertown	M-F							
	20 Springs St Adams	M-F							

Drivers Name: _____
Drivers Signature: _____

Monitors Name: _____
Monitors Signature: _____

Ride	X	Absent	A	Snow Day	SD	No Show	NS	Route 5						
Child's Name	Address	Days	Pu	Do	M	T	W	TH	F					
Morning Run														
	32100 Garderville rd Philly	T/W/Th	7:20											
	20000 County Route 47 Carthage	M/F												
	19800 Eddy Rd Carthage	M/F												
	19800 Eddy Rd Carthage	M/F												
	200 Sturat St Watertown	M-F	8:20											
	200 Francis St Watertown	M-F	8:15											
	1700 Ohio st apt 114 Watertown	M/Th	8:30											
Midday Run														
	43800 County Route 41 Natural Bridge	M-F	11:25											
	200 S.James st Carthage	M-F	11:40											
	10800 Omaha St Fort Drum	M-F	12:12											
Afternoon Run														
	200 N.James St Carthage	M-F		1:50										
	29900 Sears Rd Redwood	M-F		2:50										
	200 EmJay Way Carthage	M-F		1:55										
	300 N. Colorado Ave Watertown	M-F												
	43800 County Route 41 Naurtal Bridge	M-F		4:05										
	200 S.James St Carthage	M-F		4:06										