

MONTGOMERY COUNTY PURCHASING DEPARTMENT

County Building Annex, 20 Park Street, P.O. Box 1500
Fonda, New York 12068-1500
(518) 853-3351

By these specifications, it is the intent of the Montgomery County Public Health Department to secure transportation services for children, residing in Montgomery County, who have been approved to receive services requiring transportation to a program provider site through the NYS Education Department 4410 Preschool Special Education Program and/or NYS Department of Health Early Intervention Program. Bids for transportation services are requested for the following service periods: **2023-2024 (09/01/2023-08/31/2024), 2024-2025 (09/01/2024-08/31/2025) and 2025-2026 (09/01/2025-08/31/2026)**

All bids must be submitted to the Montgomery County Purchasing Agent, County Building Annex, and 20 Park Street, Fonda, New York 12068. Bids must be in a sealed envelope plainly marked: **BIDS FOR TRANSPORTATION 2023-2026**. Bids must be received by **1:00 p.m., Friday, July 28, 2023**.

BID SPECIFICATIONS:

1. Bidders must have a minimum of five (5) years' experience transporting children with disabling conditions. Upon request, bidders shall be required to provide references and proof of financial responsibility. All bids must remain in effect for the entire period indicated.
2. Bidders must submit a signed Non-Collusive Bidder Certificate (included).
3. Bidders must submit a current Certificate of Insurance naming Montgomery County as an additional insured. The certificate must certify that the policy will not be canceled, or allowed to expire, without a ninety (90) day prior notice to the Montgomery County Public Health Department. The certificate must meet, or exceed, the limits as follows:

Automobile Liability Insurance	\$1,000,000.00 each person \$4,000,000.00 each accident
Property Damage Insurance	\$ 50,000.00 each accident
Sexual Misconduct & Molestation Coverage	\$1,000,000.00 each claim
4. Bidders must have current standard Workman's Compensation and Employer's Liability Insurance, which meets the requirements of the Workman's Compensation Laws of New York State, and upon request provide proof of such insurance.
5. Bids must be submitted in the format detailed in these specifications and on the Bid Proposal Form included with these bid specifications. All bids must be for the three (3) year period indicated. The bid should be submitted for the base year 2023-2026. **Each subsequent year's rates shall be calculated based on the prior year's rate plus the NYS Education Department CPI. The County reserves the right to accept the bid for the base year (2023-24) only or for the entire three (3) year period.**
6. Bids may be submitted for all, several or an individual program provider site(s). Bids for all program provider site(s) may be submitted individually per site or as a single bid combining all sites or groups of sites. Bids may be submitted as a flat rate per day or rate per day, per child for 1st child and each additional child. If the bid is submitted as a flat rate per day, enter the flat rate per day in the 1st Child column and enter "0" in the Each Additional Child column. Routes can be combined, and should be reflected that way, on the bid with the same specifications of either a flat rate per day or rate per day, per child with 1st child and each additional child (ex Whispering Pines Mecos and Whispering Pines Boulevard AM routes are combined, document that on the route spreadsheet and then bid the rate for the combined 2 programs). If all routes are bid separately as a flat rate per day or rate per day for 1st child and each

BID SPECIFICATIONS (Continued):

additional child, but in the future the Provider determines that routes can be done together, the Provider shall notify the County, in writing, that routes can be combined. In that case, the County shall only pay the rate of the highest bid for one of the two routes combined (ex Center for Disability in Glenville combined with New Meadow, whichever bid rate was higher will be the rate paid). If any routes are co-mingled with another county's 3-5 children, the cost to Montgomery County will be half the rate that was bid (ex Whispering Pines Amsterdam route has child(ren) from Fulton County, Montgomery County will only pay half the bid rate for either rate per day or rate per child and each additional child, whichever way the bid is completed) . The bid price must be inclusive of any additional costs such as vehicle aides, child safety, individual child equipment and support not otherwise provided for in this specification, as necessary for safe transportation.

7. Bidders must provide a copy of their most current Department of Transportation (DOT) Safety Rating Report (Operator Profile Inspection Summary) with the bid. Bidders may not have an Out of Service (OOS) rate of 15 percent or higher with their scheduled safety inspections with DOT. In the event that the County accepts the bid for the 3 year period, the Provider must provide their most recent Safety Rating Report as of June 1st for 2022 and 2023. If the Provider has an OOS rate greater than 15 percent, the County reserves the right to send that Providers routes out to be re-bid. In that event, the Provider will be given a 90-day written notice that their contract will expire. Any Provider that has an OOS rating of 30 percent or greater during the contract period must immediately notify the County. The County reserves the right to immediately seek bids to ensure safe transportation for the children without the Provider being given a 90-day written notice that their contract will expire.

8. Bids submitted for each of the consecutive service periods are limited to an increase not to exceed the CPI established by the New York State Education Department for each designated year.

9. Bids may not limit the number of children to be transported to any particular program provider site. Providers must be prepared to transport at least the maximum number of children allowable per bus, standard being 6-12 children, to safely transport children for each site bid. Should the number of children, to be transported to any particular site during a designated service period, exceed the maximum number of children to be safely transported on the bus, the Provider must immediately notify the County. The County reserves the right to negotiate a second bus rate with the current Provider or request bids for a second bus when no reasonable rate can be established.

10. In the event of new/additional program provider site(s) and/or location changes of existing program provider site(s), during the course of the designated service period, the County reserves the right to make any transportation arrangements necessary in order to comply with its mandated responsibility to provide transportation services in a timely manner. Such arrangements shall include renegotiating the awarded bid price with the current Provider for location changes of existing program provider site(s) or requesting bids for any new/additional program provider site(s) and/or existing provider site location changes when no reasonable rate can be established with the current Provider.

11. Changes in provider site program times only will not be considered a material change and, upon agreement between the current Provider and the County, will not result in a change in the current awarded bid price. If no agreement is reached between the current Provider and the County, regarding a provider site program time change, the County reserves the right as aforementioned to make any transportation arrangements necessary.

12 Failure to comply with any of the bid specifications, or the bid proposal format, may void the bid(s) submitted.

13. The bid(s) will be awarded to the lowest responsive responsible bidder for the designated program provider site(s).

14. Montgomery County reserves the right to accept or reject any or all bids received.

TRANSPORTATION SPECIFICATIONS: The Provider agrees and assures:

1. Program provider site locations reflect generally recognized geographic service areas determined by the County.
2. The Provider shall be responsible for establishing the vehicle route(s) to accommodate the program provider site location(s) and times for all children to be transported on said route(s). It is priority that all children are delivered to and picked up from the program provider site at the established program start and end time. Therefore, the Provider's vehicle route(s) may encompass more than one program provider site location, provided that each child is regularly delivered to and picked up from the program provider site at the established program times. If the Provider did not bid the routes as combined but determine at any time during the contract period that routes can be combined, Montgomery County will only pay the higher bid rate for one of the routes whether it was a flat rate per day or rate for 1st child and each additional child (ex Center for Disability in Glenville combined with New Meadow, whichever bid was higher will be the rate paid).
3. Children to be transported to/from a designated program provider site shall include all children initially identified and authorized by the County to be transported, as well as all additional children identified and authorized by the County for transportation services during the course of the designated service year. The Provider shall not begin any transportation service that has not been authorized by the County.
4. The Provider shall only transport the County children for which the County has authorized. The County children that could be authorized would be between the ages of birth – 5. No other individuals or school age children shall be transported on the same bus. However, if the Provider co-mingles Early Intervention or 3-5 children from another County and delivers and picks up at established program times, then Montgomery County shall be notified in writing by the Provider and shall only be charged half of the rate established.
5. The Provider shall be responsible for transporting all children, as authorized by the County, once daily from each child's primary care location to the program provider site and return from the program provider site to each child's primary care location, without transfer. The Provider shall provide transportation service for only those days, as authorized by the County, for which each child is approved to attend the designated program provider site. One day incidental changes to a child's transportation service, as requested by the child's parent/legal guardian, are at the discretion of the Provider, however, any such change is subject to review by the County. Should such requests become routine, frequent or constitute a significant change to the transportation service authorized by the County, the Provider is responsible for notifying the County program office so that a review can be made and a decision reached regarding continuation of service.
6. The Provider shall promptly notify the program provider site of any delay of more than ten (10) and up to fifteen (15) minutes and clearly document the reason for such delay. For any delays of more than fifteen (15) minutes, the Provider shall additionally notify the child's parent/legal guardian and the County program office.
7. The Provider shall provide written notification to the County program office, via fax using the form to be provided by the County, on the fifth (5th) consecutive transportation day absence of any child being transported. Upon receipt of such notification, the County program office will contact the child's parent/legal guardian to determine the nature and duration of the child's absence. The Provider need not resume transportation service until further notified by the County to do so.
8. The Provider shall submit a formal procedure to ensure that no child is unaccounted for after the drop off time at the designated program provider site. No child shall be left alone on any vehicle nor transferred from one vehicle to another, unless an emergency situation or breakdown occurs. In that event, the County Children with Special Needs Coordinator shall be notified.

TRANSPORTATION SPECIFICATIONS (Continued):

9. In the event there is no responsible adult available, at the designated child care location when the child is returned to that location, the Provider must take the child to the designated emergency back-up location. The emergency back-up location is indicated on the transportation sheet, signed by the parent/legal guardian, and supplied to the Provider at the time transportation services are authorized by the County. Should no responsible adult be available at the designated emergency back-up location, the Provider should take the child to the local police or nearest law enforcement agency as an abandoned child and notify the County. The law enforcement agency is responsible for notifying the local Department of Social Services (DSS) so that suitable arrangements can be made for the child's safety. Due to the serious implications of this action, the Provider should use discretion and considerable judgment before implementing this procedure.

10. In the event of an accident and/or medical or other emergency, the Provider shall first obtain any assistance necessary to address the situation. The Provider shall contact the child's parent/legal guardian, without delay, to advise and consult, as is appropriate and necessary, based on the circumstances. The Provider must notify the County program office of any such situation and provide any required documentation requested by the County. A written report will need to be provided to the County within two (2) working days of the occurrence. In the event of an accident, the Provider must submit a copy of all accident reports and depositions.

11. The safety and well being of all children, authorized by the County to receive transportation services, is of the utmost concern. Based on the Provider's experience and knowledge of road conditions and traffic safety, should a program provider site(s) remain open during inclement weather conditions that could potentially create unsafe road conditions, the Provider is authorized to exercise their judgment in determining whether transportation services should be provided on any given day. Should the Provider come to this decision, however, the Provider must notify the child's parent/legal guardian, program provider site(s) and the County.

12. It should be understood that the transportation of these children is a specialized function. It is the purpose and intent of these specifications that the children are transported to and from the program sites 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 Provider and its employees. The Provider is solely responsible for the children during transportation to and from the educational/rehabilitation program sites.

13. The Provider will be required to notify a parent/guardian a minimum of 24 hours prior to the initiation or modification of service to the child. This notification will include time of pickup/return and, whenever possible, the name of the driver and aide who will be providing the transportation.

14. NYS Department of Education and NYS Department of Health regulations pertaining to the transportation of children with special needs, including those provisions regarding vehicles and drivers, shall be fully complied with.

VEHICLE SPECIFICATIONS: The Provider agrees and assures:

1. All vehicles used for County transportation services must meet all applicable New York State Department of Transportation rules and regulations and are subject to Department of Transportation inspection and County review and inspection. Vehicles will be kept clean inside and out to the satisfaction of County. The County reserves the right to require removal of any vehicle it believes does not meet acceptable standards.

2. All vehicles used for County transportation services must be equipped with two-way radios, or other acceptable means of communication, for emergency situations.

3. All vehicles must be equipped with "school bus" signs, car seats or boosters, seat belts or any necessary harnesses needed to provide safe transportation for the children.

VEHICLE SPECIFICATIONS (Continued):

4. If a child requires the use of a wheelchair, the vehicle must be equipped with a hydraulic lift and wheelchair locks. Such vehicles shall be equipped with a power elevator from ground to bus to enable the child to be loaded and unloaded without their moving from the wheelchair. All walkers and wheelchairs must be properly secured within the vehicle.
5. All vehicles must be equipped with the appropriate individual child safety equipment and specialized equipment, as indicated in the child's Individual Education Plan (IEP) or Individual Family Services Plan (IFSP), and as specified on the transportation form signed by the child's parent/legal guardian and submitted to the Provider by the County. The County reserves the right to inspect and deny the use of any car seat and/or other individual child equipment supplied by the Provider, which the County deems to be inadequate, substandard, expired or in any way a risk to the child.
6. All Providers must have adequate, approved back-up vehicles available for use in emergency situations. All back-up vehicles are subject to all regulatory standards and County specifications. Such backup vehicle must be at the breakdown site within a reasonable time after notification.
7. All vehicles must be swept daily and washed weekly.
8. The Provider shall submit a completed Vehicle Roster, Appendix A, with the bid. The Provider must submit an updated roster for any changes in vehicles during the duration of the contract period.
9. For any child that requires a bus that has been modified , or specialized transportation, Appendix F which includes the time the child(ren) was picked up and the time the child(ren) on the bus were dropped off must be completed daily and turned in every month with the billing voucher. The County will notify the Provider of the need to complete Appendix F on the Transportation Request Form for each individual child.

DRIVER/AIDE SPECIFICATIONS: The Provider agrees and assures:

1. All drivers must be New York State Motor Vehicle Law 19A School Bus Drivers and hold a valid New York State Commercial Driver's License, Class B or C, in accordance with the vehicle driven.
2. The Provider agrees and will be held responsible and liable to comply with Department of Transportation Regulations as well as New York State Education Department Regulations of the Commissioner **Part 156 Transportation Section 156.3 Safety regulations for school bus drivers, monitors, attendants and pupils.** Provider will be responsible to provide monitoring or audit results conducted by DOT to the County as requested.
3. In accordance with the provisions of New York State Social Services Law §424-a, the Provider shall screen all drivers and aides through the child abuse registry, and shall maintain a record of submissions and clearances.
4. The Provider is required to provide a responsible, adult aide on each vehicle used for County transportation services.
5. The Provider is responsible to provide all trainings to bus drivers, bus attendants/aides/monitors as required by any applicable New York State law. Costs of physical examinations, drug testing, criminal checks, child abuse registry, driver instruction on safety practices/procedures and specific needs of children with special needs is the responsibility of the Provider.
6. All transportation vehicle aides must meet the same physical, moral and legal standards as drivers with the exception of driver licensing requirements. Aides must have a current First Responder Certificate or a current Advanced Red Cross First Aid Card.

DRIVER/AIDE SPECIFICATIONS (Continued):

7. All drivers must be physically, mentally and morally capable of ensuring the safety and welfare of the children while they are in the care of the Provider. The Provider agrees that s/he will not allow any person to drive a vehicle whose moral character is not of the highest level or whose conduct might, in any way, put a child at risk. Nor shall the Provider allow any person to drive a vehicle who is, at the time, in a condition of mental, physical or emotional instability.
8. All drivers are required to adhere to all signs and local speed ordinances.
9. The County reserves the right to require the Provider to remove from County transportation service, or employment, any driver and/or vehicle aide the County deems unable to meet the minimum acceptable standards. The County further reserves the right to require the Provider to submit proof of compliance with any and all regulatory standards and County specifications.
10. The Provider must ensure that drivers and aides keep all information on children confidential.
11. The Provider shall submit a completed Driver Roster, Appendix B, with the bid. The Provider must submit an updated roster for any changes in drivers during the duration of the contract period.

DOCUMENTATION SPECIFICATIONS: The Provider agrees and assures:

1. The Provider shall maintain, on each vehicle, an information sheet for each child transported which documents any necessary personal and safety information pertaining to each child. This information, obtained by the County from the child's parent/legal guardian, shall be supplied to the Provider at the time transportation services are authorized by the County. The Provider shall also maintain any additional information received from the County and/or parent/legal guardian, during the designated service period, in order to assure the child's routine and safe transport.
2. The Provider shall maintain a daily log, for each child transported, documenting the pick-up and drop-off times from the child care location to the program provider site and return from the program provider site to the child care location.
3. The Provider shall maintain a monthly attendance log, per program provider site, for each child transported to/from the program provider site. The County shall provide the Provider with the form to be used for this purpose. The Provider shall document the daily attendance, or absence, to and from the provider site for each child transported during the month in accordance with the format prescribed by the County.
4. All transportation records and documentation maintained by the Provider, per County specifications, are subject to review by the County at any time.
5. The Provider shall prepare and make available such statistical financial and other records pursuant to section 4410 of New York State Education Law, Title II-A of Article 25 of the New York State Public Health Law and other applicable statutes, as are necessary for reporting and accountability. All documents relevant to this agreement shall be retained by the Provider in their entirety for nine (9) years after the school year in which services have been provided. Pursuant to Section 4410 of the New York State Education Law and Title II-A of Article 25 of the New York State Public Health Law, these records shall be subject at all reasonable times to inspection, review or audit by the board, the County where the Provider is located, the State of New York acting through the Education Department or Health Department or the Office of the State Comptroller, Federal and other personnel duly available by such County. In addition, such County shall make available any and all copies of such documents to such other Counties as may contract with the Provider.

REIMBURSEMENT SPECIFICATIONS: The Provider agrees and assures:

1. The Provider shall submit a monthly billing, via a Montgomery County Voucher, by the fifteenth (15th) of the month following each month of transportation service provided. The completed monthly attendance log, for each program provider site billed, shall be submitted along with the monthly Montgomery County Voucher. If any child requires

specialized transportation and is noted on the Transportation Request Form, Appendix F will also need to be submitted with the monthly billing.

2. The Provider shall complete the billing section of each monthly attendance log prior to voucher submission. Completion of this form must include both the total number of “authorized” monthly transportation days, for each child, as well as the total number of “actual” days each child was present and transported both to and from the provider site. The Provider shall calculate the total amount due, per child, based on the awarded bid price for the designated program provider site and the total “authorized” monthly transportation days (not actual days present). School closings, holidays, non-scheduled days and/or non-transportation days are not billable transportation days.

3. In the event any child is absent five (5), or more, consecutive transportation days, the Provider shall be entitled to reimbursement for at least the first five (5) consecutive absences, provided the Provider has complied with the County’s notification procedure for such absence. Should the Provider fail to submit the required written notification on the fifth consecutive absence, the Provider shall only be entitled to reimbursement for the first five (5) consecutive transportation day absences and not be entitled to reimbursement for any consecutive absences beyond the fifth consecutive transportation day absence.